

GUIDE TO CONDOMINIUM LIVING

RULES & REGULATIONS

FOR

***NORTHLAND SENIOR VILLAGE
CONDOMINIUM III***

COLUMBUS, OHIO 43224

**APPROVED BY NSV CONDO III BOARD OF DIRECTORS
REVISED AND EFFECTIVE 2024**

A 55+ CONDO ASSOCIATION

NSV III is designed for active adults 55 and older who can live independently with no assisted living. Enjoy a relaxed lifestyle with recreational and social opportunities. Residents enjoy community rooms, a fitness center, a library, and grounds where they can walk. They also enjoy living within an established neighborhood providing convenience, ease of access to retail businesses, and close proximity to city parks with bike trails and walkways.

A condominium association is a form of ownership with the right to exclusive possession of a unit and an undivided ownership interest in the common elements of the property. Condo fees are for maintenance of the property *only*. No care is provided to residents by the condo association.

WHAT IS THE CONDOMINIUM ASSOCIATION

The Northland Senior Village Condominium III Unit Owners' Association (hereinafter, "The Association") is an Ohio corporation whose membership automatically includes all condominium unit owners. The Association exists and operates for the purpose of administering, managing and maintaining the common property of Northland Senior Village Condominium III for the benefit and protection of all unit owners and residents, and for the purpose of administering and enforcing the rules and regulations that apply to the entire property and all activities upon the property. The authority to manage and operate the Condominium Association is vested in the Board which presently consists of 5-7 members. The persons who serve as the members of this Board are elected by the entire Association at our annual meetings. Board members elected to serve two-year terms on a staggered basis. They serve without remuneration. Under the Amended and Restated Declaration and the Amended By-Laws of Northland Senior Village Condominium III (The Condominium) and under Ohio Law, the Board has the power and the responsibility to enact and enforce reasonable rules and regulations governing a variety of matters in Northland Senior Village Condominium III. The current Rules and Regulations are included in this handbook and they are binding upon all owners, renters and guests who reside in or visit our condominium. **PLEASE READ AND COMPLY WITH THESE RULES.** These Rules and Regulations may be amended or modified by the Board as conditions change or need arises.

It is important for all owners and residents to note that, because budget limitations always exist, the Board is entitled to and must exercise its reasonable business judgment in prioritizing and scheduling repair and maintenance activities and other projects in the condominium that are a part of the function of the Association.

GENERAL CONDUCT

All unit owners, residents and all guests shall at all times conduct themselves in a manner that shows consideration for all other occupants of our condominium with regard to noise, behavior, and conduct which disrupts, interferes with, or infringes upon the rights of others. No person shall permit any action or behavior to occur at any time which would disrupt or interfere with the quiet and peaceful enjoyment by each occupant of any unit in the condominium building.

ENFORCEMENT PROCEDURES

A. All owners, residents, occupants and visitors are obligated to comply with the Declaration, Bylaws and Rules of the Condominium Association. However, the owner of any unit shall ultimately be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or occupants, including tenants of his/her unit.

B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney's fees, shall be added to the account of the responsible owner or owners.

C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner or owners' account.

D. In addition to any other action and in accordance with the procedure outlined, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per occurrence per day, MAY be levied by the Board against an owner or occupant or both in violation.

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

1. Written notice (s) will be served upon the alleged responsible owner or owners specifying;

a. A reasonable date by which the owner or owners and occupants must cure the violation to avoid the proposed charge or assessment;

b. A description of the property damage or violation and the amount of the proposed charge and/or enforcement assessment and

c. A statement that the owner or owners have a right to, and the procedure to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. To request a hearing, the owner of the unit involved must mail or deliver a written Request for A Hearing. That written notice must be received by the Board not later than the tenth day after service of the notice

required by Item E-1 above.

3. If an owner timely requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.

4. At any hearing conducted pursuant to these Rules, the Board and alleged responsible owner will have the right to present any evidence which they wish to present. This hearing will be closed. Only parties who have a direct interest in the matter, members of the Board and Counsel, and all documentary evidence presented shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the completion of the hearing.

5. The Association may file a lien to secure the payment of an enforcement assessment and/or damage charge which remains unpaid for more than ten (10) days.

RULES & REGULATIONS OF NORTHLAND SENIOR VILLAGE CONDOMINIUM III UNIT OWNERS' ASSOCIATION

1. Owners of units or their representatives are responsible for and must give every new resident copies of the *Rules and Regulations for NSVIII*, the *Declaration of Condominium ownership for NSVIII*, the *By-Laws of the Owners Association* together with the *Condo addendums* at the signing of contract or leases, to make them aware and enable them to have a clear understanding of its governing and what is expected of them. All governing documents are available on our website: <http://nsviii.com>.

2. When a unit becomes available for rent or sale, the owner must notify the Condo Board at once. The Owner must also give notice when a resident is moving in or out so residents may obtain elevator pads from a Board member. Owners are held responsible for any damages to elevators or common areas while moving in or out or when accepting delivery of furniture.

3. Condo fees are due the first of every month.

- If not received by the bank by **the 15th of the month**, a late fee of \$25.00 will be assessed and the owner will be notified of the amount due and the late charge.
- If the condo fee is not received by **the 15th of a second consecutive month**, an additional late fee of \$25 is assessed and a letter is sent informing the owner of the total amount due, including late fees, and advising them of the actions

that will be taken if the fees are not made current.

- By the **third consecutive month** of non-payment, another \$25 late fee is assessed and **a lien is filed on the property.**

4. The two secured entrance doors at 3965 and 3967 are not to be propped open and left unattended. NSV III is a secured building and all residents should make every effort to keep it secured. When the doors close, always be sure they latch shut securely. Do not let anyone into the building you do not know other than law enforcement and emergency personnel. **All visitors must be let into the building by the person they are here to visit.**

5. Effective November 2013 NSV III gained status as approved “55 or over” senior housing by the U.S. Office of Housing and Urban Development. To maintain our status as senior housing we must satisfy *all* H.U.D. requirements. All residents living in the NSV III community as of November 2013 are grandfathered in.

If a resident plans to have someone under 55 move in for more than 30 days who is *not* a spouse or significant other, *prior* approval by the Board is required. If a resident needs help with activities of daily living or other supportive care, they must supply the Board with verification from the resident's doctor that assistance is required 24/7. Board approval of these arrangements is valid for up to 1 year. If more time is needed for live-in help, the resident must petition the Board again after one year—and every year thereafter—for renewal of the living arrangement. **Guests of residents parking in our lot more than two (2) consecutive days** must advise the Board and receive a ***temporary parking permit*** which must be visible in the front window of the vehicle. This will prevent the vehicle from being towed at the owner's expense. **Persons 18 years of age and under are prohibited from living in the NSV III building.**

6. While in your unit keep loud noise of any kind to a minimum between 11:00 pm and 7:00 am. Avoid use of dishwasher, washing machine, dryer and disposals during these hours. Keep your TV, radio, music turned down and refrain from loud talking or shouting.

7. All trash must be sealed in leak-proof plastic bags, fastened tightly, and placed *inside the dumpster* with the exception of carpet, furniture, appliances, or toilets. At this time, **we do not have city bulk pick-up service**, so to dispose of bulk items, residents must call a hauler to have items picked up and disposed of properly. Residents are responsible for any cost involved. Bulk items should only be put in the dumpster enclosure AFTER arrangements have been made for pickup.

8. No smoking is permitted in any common area including the lobby. *All smoking must be confined to the resident's unit.*

9. Children under 18 years old must be supervised by an adult at all times when in the building or on NSV III property. Babysitting (i.e. regular and repetitive care of a child or children regardless of age or hours kept) is NOT permitted in this building.

10. Exercise equipment is for the use of residents. Residents are advised to use equipment at their own risk. The Association is not responsible for any injuries or accidents. No one under 18 is permitted to use the equipment. When finished working out, residents must wipe down the equipment with a disinfectant. The **pool table** can only be used by residents who have paid a refundable deposit of \$10.00 for the key. The deposit is refundable upon returning the key when permanently vacating the property. See the Treasurer for form to complete and further information.

11. DO NOT shake rugs or dust mops from balconies or in stairwells. Do not sweep dirt nor throw objects from one balcony onto a neighbor's property or the common-area grounds below.

12. Approval of any balcony liners or screens is required prior to installation. Liners cannot be permanent and must either match the building colors or be invisible (e.g., chicken wire). They must be kept in pristine condition at all times—no holes or tears.

13. Keep elevators, halls and common areas clean. Do not leave food wrappers, drinks, etc. anywhere loose in the building. We do not have a daily janitor. Do not place any mats in front of hallway doors.

14. Do not park in a carport unless you own or rent it. All residents' vehicles must have current registration and be in operative condition at all times. Parking is only allowed on the blacktop **not** on the lawn anywhere on the property.

a. No vehicular traffic is permitted on the grass on the north side of the building except for service vehicles. Any damage to the lawn caused by a vehicle will be the responsibility of the owner of the unit to repair to the satisfaction of the Condo Board.

b. *Do not park in handicapped spaces unless you have a permit.*

Handicapped spaces are for **residents only**, but they cannot be used to store an unused or rarely used car for days or weeks. If you seldom drive, your car needs to be parked in a regular space.

c. *If an owner has two cars, they can have two spaces; otherwise, one space per unit.*

d. **Speed limit is 10 miles per hour.**

e. *Guests of residents parking in our lot more than two (2) days must advise the Board and receive a temporary parking permit which must be visible in*

the front window of the vehicle. This will prevent the vehicle from being towed at the owner's expense. *Any vehicle parked in our lot for more than 48 hours* and not registered to a resident or identified as a visitor will have a WARNING placed on the vehicle.

f. Campers, recreational vehicles and semis are prohibited from parking in the parking lot, unless loading or unloading, which is **not to exceed 4 hours**.

15. All residents are welcome to use the lounges for social gatherings.

Gatherings can include informal religious study or prayer groups of any religious persuasion. However, as our Declaration makes clear, no business of any kind—commercial, religious, educational or otherwise—can be conducted, maintained or permitted on the property. The date and time must be reserved at least 48 hours in advance with the Lounge Coordinator (listed on the Condo News bulletin boards by the first-floor stairwells). A reservation form must be completed at the time of reservation. Lounges are available on a first-call, first-served basis. The lounge must always be cleaned after each event, if not cleaned immediately following the event, a \$50.00 charge will be assessed to the individual reserving lounge. That person will take out all trash to the dumpster, wash and return tables and chairs to their original position, run sweeper, wash sinks and turn out lights. Do not put anything in the garbage disposal that would stop it up (celery, banana peels, etc.) The resident reserving the lounge will be responsible for the repair bill should there be a problem. Notify guests of the Rules and Regulations regarding handicapped parking. (See #13)

16. Feeding of wild animals or installing equipment for the purpose of drawing wild animals to the property—including bird baths—is not permitted anywhere on the grounds. This includes patios, balconies, and the 3 feet of exclusive-use space around ground-floor units. *The sole exception is that individual residents may have one (1) hummingbird feeder. That is the only kind of bird feeder permitted.*

17. Effective August 1, 2012, dogs are not permitted in NSV III except as approved comfort or service animals. For all dogs, a comfort/service animal application must be completed and approved by the Board *before the animal is moved in*. Please plan on up to 10 days for review and a decision. Dogs here prior to August 1, 2012 are grandfathered in. Once these dogs are deceased, they can only be replaced by approved comfort/service animals.

18. Residents are permitted up to two (2) indoor cats per unit. The cats are to be kept in the resident's unit—not let out on the grounds or in the lounge areas except for transport. Cats are to be registered with the Board.

19. The Board has the right to declare any animal to be a nuisance, health and sanitation hazard, or dangerous and may require permanent removal of that animal

from the property. A proven complaint of owners/residents not cleaning up after their pet in or outside the building constitutes a nuisance. Pet owners must comply with the following rules at all times:

- a. Ordinance effective in the City of Columbus and these rules require that you must clean-up all feces from your pet inside building, on the grounds, as well as on private property adjacent to our property line.
- b. Pets cannot be allowed to cause a disturbance (barking, growling, biting, etc). All pets must be attended at all times.
- c. Pets must be kept leashed whenever outside of unit.
- d. Dogs may be tethered up to 10 ft. on the common property for no longer than 15 minutes at a time.
- e. Residents may walk dogs anywhere outside the building on NSV III grounds and up to 10 feet from the curb on the south side of the parking lot. Residents shall not walk dogs in the hallways except to take the dog in or out.
- f. Visiting pets are subject to these same rules as residents' pets.
- g. Proven failure to comply with rules will lead to enforcement assessment of a minimum of \$125.00 for inside carpet cleaning and sanitation and \$50.00 for outside grounds pick up.
- h. Pets are prohibited from accompanying owners to scheduled functions and events. Registered and approved service dogs may accompany owners to functions in the lounges.

Anyone observed not following the rules could be subject to removal of their pet.

20. Per our Declaration, the Unit Owners' Association reserves the right to retain a pass key to each unit and no locks or other devices shall be placed on the doors to the units to obstruct entry through the use of such pass key. If your lock has been changed, please give a key to a Board member to place in the lock box in the office, which is accessible only by current Board members. *If you don't want the Board to have an emergency access key, you must sign a release of responsibility/liability of the Association in case of an emergency.* If there is not a key for the Board to use and an emergency occurs (illness, fire, flood, etc), the door may have to be broken down *at the owner's expense*. Extra front door security door keys may be purchased for \$15.00 ea. from the Board. These keys cannot be legally duplicated any other way.

21. First-floor residents are permitted up to three (3) feet of land away from their unit which is *the responsibility of the unit owner to maintain*. No trees are to be planted without written approval from the Condo Board.

22. By November 1 all garden hoses must be disconnected from the building and all water taps turned off and drained. All hoses then need to be stored for the season.

23. All residents leaving for a week or more as well as for the winter season must leave contact information in case we have to contact you for an emergency. Please give this information to a Board member.

24. Due to the Ohio Fire Code and our insurance requirements, the following rules are to be observed: There are to be NO live or aluminum Christmas trees in the building. Effective August 1, 2012, by order of the Columbus Fire Department, charcoal and gas grills are prohibited within 10 feet of the building on ground level as well as on any balcony. Electric grills are permitted with outside balcony outlets only. No extension cords are permitted on the balconies. Violators may be cited by the Fire Marshall.

25. NO WET WIPES, GREASE, PAPER TOWELS, FOOD WRAPPERS, DIAPERS, OR CLOTHES are to be put down drains or toilets. When noticing a leak or drip in your unit, locate your main shut-off valve and call your plumber (or the owner of the unit). If the leak or drip comes from just your unit, it is the owner's responsibility to fix it. If it originates from common plumbing or pipes (those which serve more than one unit), it could be the Condo Association that will need to bear the expense of the repair. If the leak or drip originates from a unit above you, contact that resident. The unit owner where the leak *originates* will be financially responsible to repair all damage caused by the leak. If the unit owner fails to do so, the Board has the authority to order such repairs and to assess the unit owner for the cost.

26. When there is an electrical outage, please limit use of toilets and water because the pump in the lift station which serves our building will not work, and there could be a backup of sewage into first-floor units. We caution all residents to be careful not to put foreign objects in toilets. This has happened in the past and cost a great deal of money to fix the lift station.

27. Residents must have prior Board approval to place any furniture, decorations, or other items in any common areas of the building. A waiver from the Board is required when donating to the Association. Once placed in a common area, the item becomes the property of NSV III Condo Association and cannot be removed without approval of the Board.

28. No one can attach or remove anything on any common-area walls, including lounge areas, hallways, and stairwells without approval of the Board.

29. If, as a unit owner, you have a compliment, complaint, or a suggestion, you can put it in writing, sign, and place in the suggestion box on the first floor. Alternatively, you can send an email to a Board member and ask that it be brought up at the next Board meeting for discussion and decision if one is needed. You will then receive an answer from the Board.

30. Any violations of the Rules and Regulations should be reported in writing with as much detail as possible (including dates and times)--signed and dated and put in the "suggestion box" by the middle exit door or sent via email to a Board member. These violations will be discussed with unit owners to resolve the issue. Further violations will result in a written warning and may result in enforcement assessments.

31. On the advice of legal counsel, no HEATING/AIR CONDITIONING units may be placed on the ground outside another resident's unit. Heating/cooling units must be replaced with the same type of unit that presently serves the condo. Heating/cooling units currently on the ground are grandfathered in.

CONCLUSION

These rules are necessary to make our living here together as peaceful and as pleasant as possible. They have come about through the experience of solving problems as they have arisen, and the need to maintain this building and grounds in a manner that will make us proud of the property where we live. Thanks for helping us do this. If there are any of these Rules you do not understand, please feel free to contact a Board member, and we will be glad to answer questions and provide explanations.

All residents and owners are encouraged to help the Board enforce these rules by reporting infractions to a Board member. Please remember that these rules are enforceable by the Board.