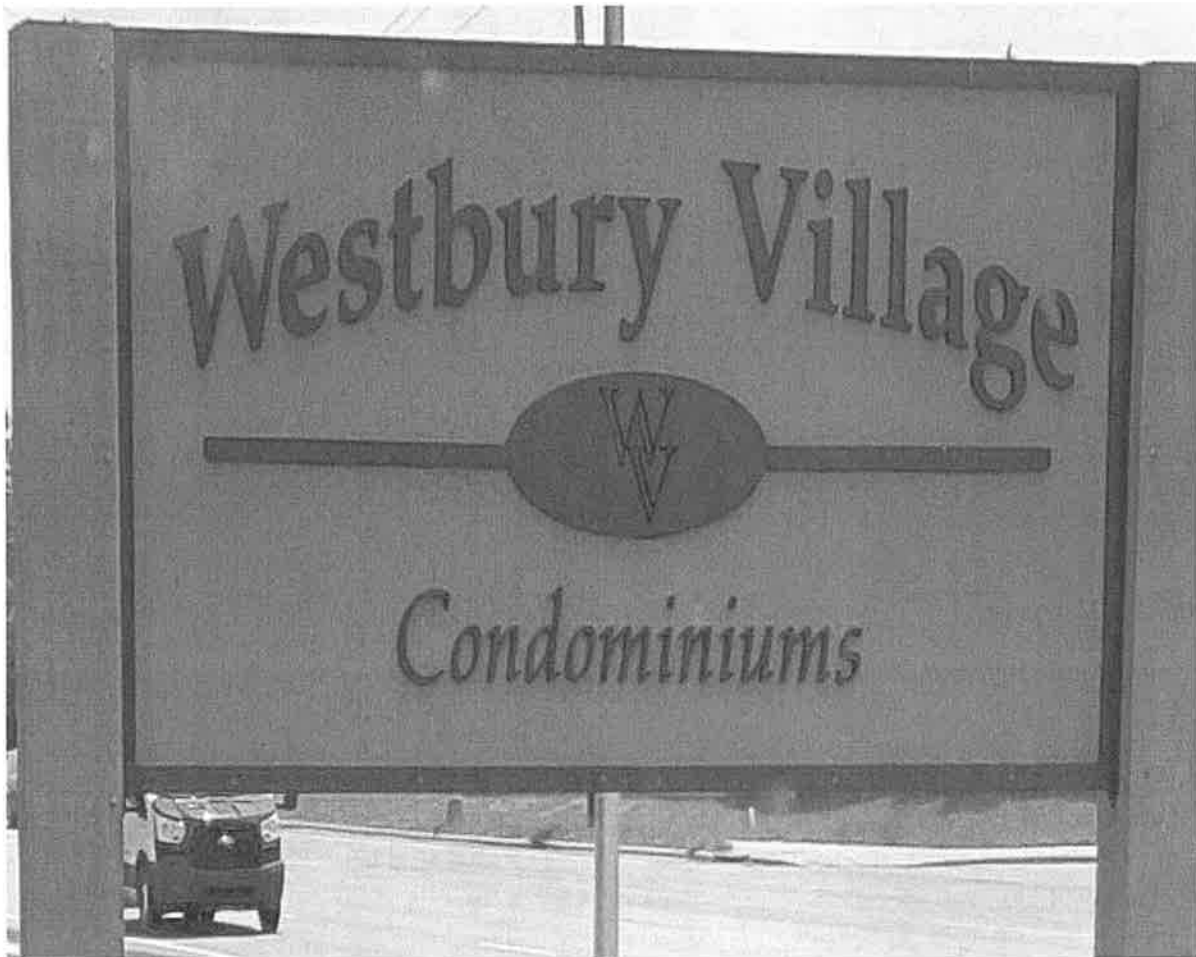


WESTBURY VILLAGE CONDOMINIUM ASSOCIATION



OWNER HANDBOOK

UPDATED 2022

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**RULES AND REGULATIONS
OF
WESTBURY VILLAGE CONDOMINIUM ASSOCIATION**

www.wbvcondo.com

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 THE BYLAWS OF THE WESTBURY VILLAGE CONDOMINIUM ASSOCIATION. IT IS SUBJECT TO CHANGE BY ACTION OF THE DIRECTORS.

THIS BOOKLET IS DESIGNED TO ASSIST ALL UNIT OWNERS AND RESIDENTS 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.

THE ASSOCIATION IS GOVERNED BY:

(1) THE CURRENT STATUTORY LAW OF THE STATE OF OHIO REGULATING THE CREATION AND OPERATION OF CONDOMINIUMS, EXCEPT WHERE SUCH LAW PERMITS THE EXISTENCE OF RULES AND REGULATIONS ADOPTED PRIOR TO THE CURRENT VERSION OF THE LAW.

(2) THE CONDOMINIUM DECLARATION AND BYLAWS. IN THE EVENT THAT ANY PROVISION OF THIS HANDBOOK CONFLICTS WITH THE DECLARATION, THE TERMS OF THE DECLARATION SHALL CONTROL.

DEFINITIONS

Members of the association - All unit owners within the Village.

Member in good standing – A Unit owner who is current on all fees and assessments.

The Board of Directors - Volunteers, elected by the condominium owners at an annual meeting held each year. The Board is comprised of a President, Vice President, Secretary, Treasurer and one at-large member.

Unit – The portion of the condominium property designated by the Declaration that is owned by a Unit Owner.

Common Elements – All of the condominium property not defined as part of the unit i.e., building exteriors, grounds, roadways.

Limited Common Elements - General areas defined as “exclusive use” for the unit i.e., porches, patios, stoops.

Declarations and By-laws - legally binding documents that regulate the Condominium Association. The Declarations and By-laws are on file with the Franklin County Recorder.

CONDO LIVING BASICS

WHAT IS A CONDO

Individual *ownership* of a unit in a multi-unit structure or on land owned in common. Designed to make economical use of land.

OWNERSHIP

You OWN the interior of your unit and 1/108 of the entire Westbury Village community consisting of a 42.276-acre tract. All homeowners are partners in the corporation that owns Westbury Village Condominiums.

You own 1/108 of all roofs, all grass, trees & landscaping, all streetlights, all streets, all trees, the pool and all its furniture, all foundations, the clubhouse, all common sidewalks, all curbs.

GENERAL COMMON AREA

Those portions of the Condominium that are not part of the interior of the Unit are known as common areas and are for the sole and exclusive use, benefit and enjoyment of ALL residents and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Areas in such a manner as to disturb others. Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Areas caused by negligent or intentional acts by the Unit Owner, residents of a unit, or guest/invitee of any Unit Owner or resident.

LIMITED COMMON AREA

General areas defined as "exclusive use" for the unit i.e. porches, patios, stoops.

BOARD OF DIRECTORS

The Board of Directors shall consist of five (5) members and has the power and authority under Ohio law and the provisions of the Declaration and Bylaws to govern the operation and management of the Association's affairs.

The Board of Directors shall have the right, power and authority to suspend the voting rights of a Unit Owner (or member) during any period in which they are in default in payment of condominium fees, charges, or any assessment levied by the Association.

The terms of the five Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each Annual Meeting of the Association. Thereafter, at such annual meetings held in the last calendar quarter of each year, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Each Unit shall be entitled to one vote. The Board request and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly about Association related matters. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company.

MANAGEMENT

**ALL COMMUNICATIONS MUST BE DIRECTED TO THE MANAGEMENT COMPANY
TO ASSURE THAT CONCERNS AND QUESTIONS
ARE PROPERLY ANSWERED.**

CONDO MANAGEMENT OF COLUMBUS
ATTN: JOHN MORWAY
COMMUNITY ASSOCIATION MANAGER
P.O. BOX 28249
COLUMBUS, OH 43228
614-488-7711 EXT. 564
JOHN@CONDOCOLUMBUS.COM

Under direction of the Board of Directors, a professional management company has been retained to manage the property. Residents will be notified of the contact information for the management company.

The Management Company is authorized to act on behalf of the Board and will monitor all maintenance activities, is responsible for collecting all monthly assessments from Unit Owners and shall maintain all official financial document

DECLARATION AND BYLAWS

Every Unit Owner received a copy of the Condominium Declaration and Bylaws at the closing of their unit. The Declaration and Bylaws have provisions, which govern the Association. **Each resident is responsible for reading and making themselves familiar with the Declaration and Bylaws.**

If you did not receive a copy of these documents, you can obtain a copy in one of three ways:

1. Visit the Franklin County Recorder's office and pay a copying fee to obtain a notarized copy of the By-laws.
2. Go to <http://www.co.franklin.oh.us/recorder>. Click on "access recorded documents" and log in as a guest to view and/or print the By-laws online. Choose to search by instrument. You then type in the appropriate book and page numbers. You do not have to fill in the instrument blank. The documents and page numbers are as follows:

<u>Phase</u>	<u>Buildings</u>	<u>Book #</u>	<u>Page#</u>
One	1,11,12,13,14,15,22	3483	493, 569
Two	16,17,18,19,20,21	3416 3168	454, 509,142
Three	2,3,9,10	3416 3468	449, 542,147
Four	4,5,6,7,8	3394 3442	223,252,23
Five	23,24,25,26,27	3611	273, 278
Turned over to Association		4421	19

RULES AND REGULATIONS

The Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish rules and regulations governing the use of the common areas and limited common areas and the personal conduct of Unit Owners, occupants and their guests. Pursuant to that authority this document contains the rules and regulations adopted by the Board.

The Board of Directors also has the power and authority to establish and levy enforcement charges for the violations of the rules and regulations.

MODIFICATION OF THE RULES AND REGULATIONS

These Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Directors without any prior notification to Unit Owners or prospective Unit Owners who are under contract to purchase a unit.

RULE ENFORCEMENT

Due process for violations of the rules and regulations set forth in this handbook and the By-Laws that govern the village will be as follows, except in relation to the "no tolerance" rule relating to pet feces, wherein fines will be assessed immediately, no warning:

- First notice of offense: written warning via e-mail or postal mail;
- Second notice of offense: \$50.00 violation assessment charged to the unit owner.
- Third offense: an additional \$50.00 violation assessment charged to the unit owner at the time of the written notice. Also, at the time of the third notice, if the association can correct the violation either landscaping or contractors will be notified to correct the problem and the charges will be charged back to the unit owner.
 - Examples of these types of issues: neglecting flowerbeds, failing to keep patio clear of weeds, damage caused by pets, or damage to exterior of the unit.

Any exterior changes made without Board approval may result in a fine of \$300.00 along with changes, being restored to original, at the homeowners' expense within two weeks of the notice. Any legal action resulting from unapproved changes will also be charged to the homeowner.

To be clear the \$50 rule violation assessment applies to all the rules set forth in this document. This includes but is not limited to trash can violations, not picking up waste after your pet, pets not on a leash and illegal parking.

REPORTING A VIOLATION

Rules and regulations cannot be enforced unless they are reported. The enforcement is a shared responsibility between **ALL** residents and the property management company.

An allegation of a violation of the Rules and Regulations or a complaint should be reported by the complainant, to the **Association Manager**, either by:

- By mail via letter
- By email

The report should include:

- Name and address of the person(s) committing the violation/complaint
- A description of the violation/complaint
- Name and address of person making the report

Upon receipt of the report the property management company will send a letter to the person(s) committing the violation/complaint that states:

- What the violation/complaint is
- What is expected to remedy the violation/complaint
- What to do if they feel the violation/complaint is incorrect
- The required language that states 'there MAY be an assessment of up to \$50 if the violation continues'.

The person reporting the violation/complaint will also receive a letter from the property management company indicating:

- The violation
- The remedy
- The expected time frame to remedy the problem

If violation/complaint has not been rectified within the set timeframe, it is the responsibility of the person making the initial report to notify the property management company that the violation/complaint continues.

REPORTING A VIOLATION (CONTINUED)

If the violation remains uncorrected, steps will be taken as set forth in the Condominium Declaration and Bylaws.

There is a Hearing Process to help settle disputes between owners, which cannot be resolved among themselves. The complaint **MUST** be submitted in writing to the property manager. The Board will set a hearing date, time, place within 30 days, and notify each party at least 10 days in advance. The Board will hear the dispute and notify the parties of the decision within 30 days.

FORMAL COMPLAINT

If you would like to make a formal complaint, please use **Attachment F-Formal Complaint** and submit to the management company via e-mail at john@condocolumbus.com

FINANCIAL MATTERS

ASSOCIATION DUES:

By acceptance of a deed to a unit, each Unit Owner agrees to pay fees to the Association for operating assessments (normal condominium fees), special assessments for capital improvements, and special individual unit assessments as deemed necessary by the Board of Directors. These assessments shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and occupants and for the best interests of the Condominium property.

Association dues are payable to **Westbury Village Condominium Association** on the 1ST of each month.

A late charge will be added to any account delinquent after the tenth of the month. Direct pay for Association dues is available through The Management Company. You may contact The Management Company directly for information and application materials.

RETURNED CHECKS (NSF):

Any check returned for non-sufficient funds (NSF) will be:

- Charged back to the individual's account.
- A handling fee will be charged to that account.
- Checks will be held until a replacement check has been cleared for payment.
- **NSF checks will not be re-deposited.**

DELINQUENCY POLICY ON FEES AND ASSESSMENTS:

Upon ten (10) days delinquency, a delinquency notice is sent by The Management Company and the Unit Owner's account is assessed a late charge for each month that the fee/assessment is delinquent.

- The Board reserves the right to file a lien for any account that is more than thirty (30) days delinquent.
- If foreclosure is initiated, attorney fees are added to the Unit Owner's account. Any additional costs or attorney fees incurred are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

UTILITIES

Unit Owners are responsible for maintenance and payment of their own gas, electric, cable, internet, telephone and for calling to initiate service on the date of possession. Unit Owners are also responsible for water and sewer utilities billed by the Association monthly. Access to a unit on a periodic basis may be necessary to reconcile water meter readings.

CONDOMINIUM INSURANCE

The Association's Board of Directors shall maintain insurance for all buildings and Common Elements against loss or damage by fire, lightning, and such other perils. The Association's insurance coverage will also cover built-in or installed improvements and fixtures originally installed in a Unit by the Developer. **However pursuant to the terms of the "Declaration", each unit owner is responsible for the deductible portion of the Association's property insurance coverage applicable to a claim by the unit owner.** In addition, the Board of Directors will maintain a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision.

It is the Unit Owner's responsibility to obtain insurance for the interior and betterment of their Unit and for the contents of their Unit. To the extent that the Association's insurance covers permanent improvements and built-in fixtures and equipment originally installed as part of the Unit, then the insurance obtained by the Unit Owner with respect to improvements within his or her Unit shall be limited to "tenants' improvements and betterments" coverage. It is also the Unit Owner's responsibility to obtain liability insurance covering occurrences within an individual Unit or that Unit's Limited Common Elements.

INSURANCE ITEM	ASSOCIATION	HOMEOWNER
Building Exterior	X	
Common Area Liability	X	
Structural Components	X	
Interior Liability		X
Personal Property		X
Auto Theft/Damage		X

GENERAL RESTRICTIONS ON USE

1. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed (residential dwelling). The garages, as well as the surface area directly behind the garage, are to be used for the parking of vehicles and are considered a designated parking space for the unit owner/resident. Garages shall not be accommodated to provide additional living space for the unit owner/resident
2. No industry, business activities, trade, occupation or profession of any kind, commercial, religious educational, childcare (babysitting), or otherwise designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property.
3. No unit or part thereof shall be used for transient or hotel purposes.
4. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance or result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation.
5. Nothing shall be done in any unit, on or to the common area or recreation parcel, which will impair or change the integrity of the premises or structures.
6. The toilets and other water and sewer apparatus shall be used only for the purpose to which designed. No improper articles such as: sweepings, matches, rags, ashes, diapers, wipes, or feminine hygiene products shall be thrown therein. The cost of repairing any damage as a result from misuse of any such apparatus shall be borne by the unit owner causing such damage.
7. No unit shall be used for any unlawful purpose and no unit owner/resident shall do or permit any unlawful act in or upon his/her unit.

EXTERIOR GUIDELINES

To enhance the appearance of the Village, the Directors have adopted guidelines and procedures with regard to what is considered acceptable to maintain a uniform appearance or detrimental effect upon the decor or impair the property value.

- The following shall not be displayed, hung or exposed on windows, entryways, or outside of the unit: Clothes, clotheslines, signs, canopies, awnings, inflatable decorations, bedding, or television antennas. See exterior changes for regulations concerning satellite dishes.
- Keep out of the flowerbeds. Do not allow pets to use the space for a bathroom facility. Do not swing on tree limbs and/or branches. Most trees are ornamental and cannot support any weight. Instruct children to keep out of the beds, no bikes or other wheeled toys or pulling of the leaves/flowers.
- Firewood may only be stored in approved containers in the patio area or garage. Such storage invites rodents, termites, and other pests that can cause damage to the unit and may spread to inhabit other units.
- No storage of flammable liquids within the interior walls of the unit.
- No area is to be used in any way or for any purpose, which may endanger the health of the residents, unreasonably disturb or interfere with an occupant or limit the full use of the unit. **The Association has Quiet Hours from 11:00 PM to 5:00 AM.** Be a good neighbor, not everyone likes the same music or sleeps the same hours. If your neighbor complains, it is a nuisance to them.
- The individual property owner is responsible for keeping the windows, screens, storm doors, entry doors and light fixtures in good repair. Failure to maintain these areas is a violation and is subject to fines. If you continue to neglect these things after being requested to repair them, the management company may have the work completed and charge these repairs back to your unit.

EXTERIOR CHANGES

1. Do not make any changes to the exterior of the unit without prior Board approval. You must obtain permission before:

- Replacing Windows
- Replacing Doors
- Planting trees, shrubs, gardens
- Changes to patio, stoop or fences
- Any exterior changes (painting)

If you wish to make **ANY** changes to the exterior of your unit, you must follow this procedure (**See Attachment A-Application for Alteration/Modification**):

- a. First, you must submit a detailed plan (including location, dimensions, color, and timeframe of the project) to be voted on by the board of directors. The written proposal must be submitted to the property management company **one** week prior to the next Board meeting.
 - b. The board of directors will meet and discuss the proposal. Once a decision has been made, you will receive approval or denial **IN WRITING**. A copy of the proposal and the board's decision will be kept on file for future reference.
2. **NOTE:** Satellite dishes may not be attached to any part of the exterior structure of the unit. They must be attached to a freestanding post and the dish should not be visible from the street. This can be accomplished by installing the dish in the patio area or behind a shrub. The location of installation should be included in the written proposal to the board. All cables and wires must be run so that they are concealed from view of the neighboring unit or of the street.
3. The following will not under **ANY** circumstances be approved because they are in direct violation of the By-laws or deviate from the original design of the buildings and thereby detract from the unity of the property:
 - a. Extra parking spaces
 - b. Windows with frames that are any color other than brown.
 - c. Storm doors that are **not** tan or brown in color.
 - d. Awnings.
 - e. Changes to garage door style or color. Contact the property management company for specifications.

USE OF GENERAL COMMON AREAS

All personal property, such as lawn chairs, bicycles, tables etc. must be removed from the General Common Areas and placed inside the unit or in the garage when not in use.

Except as otherwise permitted by these regulations, no signs, awnings, canopies, shutters, television/CB/radio antennae, satellite dishes, radon abatement material, or any other device or ornament may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, or roofs. **A variance request must be submitted in writing to The Management Company for the Board's approval or disapproval. Any modification performed without the Board's approval is subject to removal at the Unit Owner's expense.**

WATER SHUTOFF REQUEST FOR PLUMBING REPAIRS

When there is the need to have the water shut off to a unit, the resident must submit **Attachment B-Water Shutoff Request for Plumbing Repairs**, within 5 working days prior to requested shutoff date. Submit said form to john@condocolumbus.com.

PATIOS

- Patio areas must be kept free of weeds, animal feces and trash, furnishings that are not intended for patio use (i.e. recliners, couches, etc.). Not doing so invites rodents, termites, and other pests that can cause damage to the unit.
- **Patio Trees:** No trees of any kind are to be planted within the confines of the patio. Trees that are currently within the confines of the patio are the responsibility of the resident for maintenance including but not limited to trimming and removal of said tree. No current trees/shrubs shall grow taller than five (5) feet in height and are the responsibility of the resident for trimming and cutting.
- **Patio Furniture.** Patio furniture, swings, gliders, tables, chairs and umbrellas must be kept on the concrete patio.

WINDOWS

- Interior window coverings should be kept in good repair. All windows must be covered. No blankets, towels, sheets, plastic, should be hung in the windows. Proper designated window coverings only. No broken blinds or shades are permitted. All curtains must have a white backing,
- Window air conditioners are acceptable for the duration of the season (May 1 – September 30). They must be removed by October 1st.
- All window replacements must match the existing window. Window replacements require Board approval. Window glass replacement does not require Board approval.

YARD SALES

- Individual yard sales are permitted twice per year and require Board approval.

HOLIDAY DECORATIONS

- Holiday lights and decorations are permitted provided that the installation of the decorations do not damage the Limited Common Area. They may be displayed after **November 1st** and must be removed no later than **January 15th of the following year**. Other holiday decorations are permitted under the same guidelines and may not be displayed more than two weeks before or two weeks after the holiday.

PERMITTED ITEMS

The following items are permitted in the Limited Common Area located in the front of a unit or sidewalk of a unit.

- **Flowers, Shrubs & Trees:** Annual and Perennial flowers/grasses, shrubs and trees are not to exceed five (5) feet in height and at least 18 inches away from the building. Maintenance of the flowers installed by the homeowner or resident is the responsibility of the resident and dead annuals are to be removed at the end of the season. The Association will remove annuals, which are not maintained during the growing season and become unsightly, and the Unit Owner will be billed for removal. In an effort to protect our buildings, no flowers, bushes or trees are to touch building at any time.
- **Statues:** One (1) statue or sculpture not to exceed 24 inches in height. The Board reserves the right to require removal of any statue or sculpture.
- **Ornaments.** Ornaments that are visible from the street are limited to no more than three (3), none of which can exceed twenty-four (24) inches in height. The Board reserves the right to require removal of any ornament.
- **Rocks.** Ornamental rocks are allowed. Only one (1) rock may be more than eight (8) inches in height and may not exceed twenty-four (24) inches in height.
- **Mulch.** Black mulch is the only color mulch permitted within the flower beds.
- **White Landscaping Rocks.** Small white landscaping rocks are permitted within the flower beds and are to be maintained at the expense of the resident.
- **Shepherd's Hook** - One (1) metal Shepard's hook is permitted per household for a hanging plant. The hook must not exceed seven (7) feet in height. The hook may be black or painted to match the exterior building trim.
- **Flower containers.** A maximum of three (3) flowerpots, baskets or planters, in any combination, are permitted on the **front porch or front sidewalk** per household. It may not be placed in any lawn area. Containers should be no larger than 18 inches in diameter and 18 inches in height. Containers must be maintained during the growing season and stored for winter. No planters of any kind are to be placed on the patio ledges.

PERMITTED ITEMS (CONTINUED)

- **Plant Hanger.** One (1) metal hanger to hold a flower pot/planter may be mounted on a pillar on the front of the building and/or two (2) hangers on the exterior of the screened porch at the rear of the building. The hangers will be the personal maintenance responsibility of the homeowner, and the homeowners will assume the responsibility of any damage to the building caused by the mounting of the hanger.
- **Grills and Smokers.** Only one grill or smoker is permitted and must be stored on the patio year-round. No grills or smokers should be left in the common grass areas.

PROHIBITED ITEMS

The following items, though not all-inclusive, will be strictly prohibited in the Limited Common Area of Westbury Village Condominium:

- Artificial flowers
- Mounted hose reels
- Laundry poles/clothes lines
- Electric insect killers
- No ornament of any type may be displayed or affixed in any manner to trees or shrubs
- Bird feeders, birdbaths or birdhouses of any type
- Nothing may be hung from the soffits or from the gutters
- Vegetable Gardens (vegetable pots may be maintained within the patio areas only)
- Ivy or any other types of climbing vegetation may not be grown such that they attach themselves to any building.
- Recreational equipment. Permanent installation of recreational items, toys, games, or playground equipment is strictly prohibited. These types of items may be used on a temporary basis but must be removed at the end of each day.

CLUBHOUSE FACILITIES

The Association takes pride in providing our residents with a Community Center in which to relax with neighbors, friends, and guests. These rules and regulations are established to permit any resident of Westbury Village to enjoy use of the Community Center without infringing upon the privileges of other residents and their guests.

The following Community Center rules will apply:

1. All rentals of the Community Center must be scheduled through email with the Clubhouse Coordinator: kajenks04@gmail.com
2. The resident must accompany guests at all times.
3. No smoking is allowed in the Community Center or on the rear deck.
4. No pets or animals of any kind are permitted in the Community Center at any time.
5. No loud, boisterous, profane, or offensive behavior is permitted.
6. Residents are responsible for cleaning up, closing and securing the Community Center after using it.
7. Children of Unit Owners under the age of 18 must be accompanied and supervised by an adult resident at all times.
8. The renting resident will have exclusive use of the Community Center with the exception of the pool area. The Association will not furnish any additional party items.
9. Clean up and trash removal is the responsibility of the renting resident.
10. Damages or thefts to the Community Center or equipment and any cost incurred for follow up cleaning done by the Association will be billed to the Unit owner.
11. Please advise guests not to park in resident parking areas. Guests must comply with the parking rules of the Association
12. No live or amplified music is allowed outside the Community Center.
13. The Community Center is not to be used for private business meetings or any other commercial activities without written permission. Contact the Management Company for procedures to obtain such permission.
14. Reserving the Community Center for use on behalf of any outside organization is prohibited.
15. Please be sure that guests depart in such a manner that they do not disturb other residents.
16. Please close and secure the premises.
17. The Association and/or Unit Owners shall not be responsible for any articles, personal or otherwise, which are lost, stolen or misplaced by any resident or guest.
18. Please inform guests not to litter Common Areas (flower beds, visitor parking area, streets, etc.) with cigarette butts or other trash.
19. No more than 108 guests are permitted in the clubhouse at any one given time.
20. All residents leasing the Community Center will receive a checklist to sign and return to the Community Center Manager.

PETS

WESTBURY VILLAGE HAS A “ZERO-TOLERANCE” clean up policy with regard to ANY pet waste. Any pet owner who is not picking up their pet waste will be assessed a \$50.00 fine and/or may require the removal of the offending animal from the property upon written notice by the Management Company and is subject to the policies which are in place. Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. There are pet waste stations situated throughout the community. The condominium 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 Declaration and Bylaws:

1. Pet owners must be in control of their pets at all times.
2. Pet owners may be assessed an enforcement charge for violation of these policies. (Pets may be ejected at the discretion of the Board of Directors if they become a nuisance.)
3. All pets must be walked on a leash not more than eight (8) feet in length and are not permitted to be in the General Common Areas or Limited Common Areas unattended.
4. Pets are not allowed in the mulched area.
5. General Common Areas and Limited Common Areas must be kept clean and free of pet waste.
6. No animal pens or houses are permitted in General Common Areas or Limited Common Areas.
7. Unit Owners will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit Owner's or resident's pet(s).
8. The cost of repairing damage done to the General Common Areas and Limited Common Areas by a pet(s) will be a special individual unit assessment against the Owner of the unit responsible for the pet that caused the damage.
9. Unit Owners and residents will be required to take action to prevent their pets from excessive barking.

PETS (CONTINUED)

10. Pets may be tethered unattended on rear patio slab no more than 12 feet. Tethered pets must be brought in at dusk. No pet shall be tethered outside in the General Common Area. No pets are to be tethered or left unattended in the garage areas.
11. No pets are permitted in the Community Center.
12. You may not house more than 3 pets of any kind at any one time per unit. All cats are to be kept indoors and not permitted to use outside flower beds as litter boxes.
13. Pets on the state, county and/or city restricted list are not permitted in the complex to live or visit. Pets must fall under the definition of a household pet.
14. Pets must be vaccinated and licensed. Proof of insurance must be supplied to Association upon request for any pet the Association deems to be of concern.
15. See **Attachment C-Pet Rules and Registration**.

PARKING GUIDELINES

1. RESIDENT AND GUEST PARKING:

- Residents must park: (a) within their garage; or (b) on surface driveway directly in front of the garage door; (c) any available spaces;
- Guests may park: (a) within the visiting unit garage; (b) on the driveway in front of the visiting unit garage door; (c) any available spaces;
- Absolutely, under no circumstances, shall a resident or a guest park in a neighbor or another resident's drive;
- No parking in grass/lawn areas or on the street under any circumstances;
- Only one vehicle per parking space -- NO STACKED PARKING;
- Any vehicle parked in a manner that has the vehicle taking up more than one space at one time, will be towed immediately, without notification at owner's expense;
- 24-HOUR CONSECUTIVE PARKING RESTRICTION -- Any car that remains in parking unmoved more than 24 consecutive hours can be towed without notification at owner's expense;
- All vehicles must be street operable and displaying current licenses specific to that vehicle. Inoperable vehicles of any kind may not be parked/stored in the Village; they may be stored in the garage;
- Residents are responsible for informing their guests that they must park either in the drive or visitor parking areas and for no more than 24 consecutive hours.
- No major vehicle repairs, which include oil changes, shall be performed in/on any driveway or in any common area. All inoperable vehicles will be towed from common areas.

PARKING GUIDELINES (Continued)

- Vehicles parked in common parking areas must be moved at least every 24 hours. Vehicles parked in excess of 24 hours are subject to tow. If you have a vehicle that is not driven frequently, this vehicle should be stored in your garage or driveway. Be courteous and do not consider any common space as a personal space. Resident and guests may park in any area that is designated RESIDENT/GUEST PARKING as long as that vehicle is moved every 24-hour period (no long-term parking). Each unit owner has two designated parking spaces: (1) the unit designated garage space; and (2) as well as the surface area directly behind the garage. Not only will stacking of vehicles be disallowed, but any vehicle parked in a manner that has the vehicle taking up more than one space at one time, will be towed immediately. All other spaces are for general parking needs by residents and guests.
- Commercial vehicles and trucks over 1 ton may not be parked and/or stored in the Village.
- During Snow Emergency or Snow Removal events, concrete extensions may be restricted for piling of snow; it is asked that you DO NOT park in the extensions during these events.

VILLAGE SPEED LIMIT

- The Village speed limit is 10 mph. Please enforce this limit and inform your guests of the limit. There are children and residents with pets walking the streets.

TRASH COLLECTION

1. Trash containers may be set out only after 5:00 p.m. on the day preceding collection.
2. Containers must be put away as soon as possible and not later than 9:00 p.m. on the day of collection.
3. All trash for collection must be set out at the main street next to the curb.
4. Residents will be responsible for cleaning up trash spillage from their containers.
5. Trash containers, when not set out for collection, must be kept inside the garage or in a designated spot within the limited common area that is hidden to traffic or passer-byers.
6. Follow City of Columbus Trash and Recycling Schedule-visit our website: www.wbvcondo.com

FIREPLACES

Condo fires are one of the most serious safety and financial threats to our community. Many of our condo units share attic space with other units. When one catches fire its likely to spread to other units. Our Association can ill-afford the tragic consequences that will come with another fire in one of our units.

Each condo owner, at the owner's expense, must have his or her fireplace and chimney cleaned and inspected by a certified chimney sweep and must provide the inspection report to the management company annually.

To enforce the fireplace inspection rule, the Association may inspect Westbury Village properties to verify conformance.

If the condo owner wishes to certify that the chimney and fireplace are never used, they must sign a waiver attesting to this. To qualify, these owners must submit the attached Request for Waiver of Fireplace and Chimney Inspection form to the management company.

Owners who use their fireplace must make their own arrangements to have their fireplaces and chimneys cleaned and inspected and submit annually a document of proof to our property management company no later than September 1 of the current year.

Owners who have not provided proof-of-inspection or submitted their waiver will be charged an enforcement assessment of \$50.00 per month, beginning October 1, until they have complied with the rules of the audit.

Please send documentation to:

Condo Management of Columbus
P.O. Box 28249
Columbus, OH 43228
or via e-mail to: john@condocolumbus.com

(Attachment E – Request for Waiver of Fireplace and Chimney Inspection)

POOL

All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard. For safety reasons no one should swim alone. A phone is located at the pool in the event an emergency occurs and 911 needs to be called. All use and safety rules as posted on the signs attached to the fences in the pool area must be followed at all times.

- Homeowners and residents are responsible and accountable for the behavior and actions of any guest that they bring to use the pool. Homeowners **MUST BE PRESENT AT ALL TIMES WITH GUESTS.**
- No persons under the age of 18 are allowed at the pool without an adult 18 or older.
- Minors (18 and under) who cannot swim must be accompanied by an adult in the pool.
- Pool usage is subject to suspension when an account is delinquent/or other written notice has been issued.
- No diving, flipping or dunking other swimmers.
- No running or pushing other persons.
- No playing on the ladders.
- If you are going to wear swim goggles they must have non-breakable lenses.
- No bikes, skateboards, scooters, etc. permitted inside fenced pool area.
- No chewing gum anywhere on pool grounds.
- No swearing.
- No mistreatment or abuse of any Association property, equipment or facilities, this includes the restrooms.
- No stacking of pool furniture, all pool furniture must be used appropriately.
- When leaving the pool residents are responsible for disposing of **ALL** trash and recyclable in appropriate areas; return all **ALL** toys and umbrellas you used to proper storage area and lounge chairs must be returned to a flat position.
- No smoking (INCLUDING VAPING) within the enclosed pool area or on the pool decking. Be considerate of those around you. You may exit the pool area to smoke, all debris should be disposed of immediately and properly. Cigarette butts are considered LITTER.
- No glass inside pool area.
- No alcoholic beverages.
- Individuals under the influence of drugs and/or alcohol are not permitted to use the pool or be inside pool area.
- Keep noise levels within a comfortable pool range, don't disturb others.
- No public or inappropriate physical behavior of a sexual nature in the pool area.
- Pets are not permitted inside the pool area. Registered service and comfort animals are only allowed on the concrete apron surrounding the pool.
- Do not use pool if you have a rash, open sore or wound, have experienced diarrhea in the past 72 hours, fever or have any other signs of infectious disease.

POOL (Continued)

- Proper swim attire must be worn and must be appropriate for a family atmosphere. No street clothes!
- All swimsuits' ties, clasps, straps etc. must remain properly fastened.
- No one is permitted in the pool or pool area outside regularly posted hours.
- No private pool parties are allowed.
- Swimming is permitted only in garments designed and sold as swimwear. Wearing cut offs or shorts in the pool is prohibited. Incontinent persons must wear swim diapers or diapers sold as swim apparel.
- Drinks and snacks are permitted at the tables or next to you at the lounges and chairs, but no glass, china or breakable containers of any kind are permitted in or around the pool at any time because of the possibility of breakage and injury. Drinks and snacks are prohibited in the swimming pool itself.
- Unit owners /occupants and guests are responsible for the removal of their own trash.
- Grills are prohibited in the pool area.
- When using sun-tanning lotions, please cover the lounge or chair with a towel to prevent damage.
- Earbuds must be used for all audio or visual equipment such as phones, ipods, radios etc.
- Running, diving, throwing balls or any disruptive behavior is strictly prohibited.

POOL ACCESS

- The pool hours are from 10 AM-9 PM, 7 days a week.
- Any changes in the hours of operation will be announced properly.
- Pool will be closed if the chemical level of the water is unsafe. We have a professional pool company testing the water each day throughout the season. Signs will be posted POOL CLOSED if there is a need under these circumstances. Any concerns with pool chemical levels should be called in immediately to the Property Manager to report to our pool service provider.
- All Unit owners have equal access to the pool and there will not be special swim times for any ages or special groups.

POOL PARTIES DURING CLUBHOUSE RENTALS

- Utilization of the pool area for private pool parties consisting of no more than twenty (20) attendees while renting the clubhouse will be reviewed and considered by the Board upon written request. Written request will provide the purpose, hours and names and ages of all party attendees. The Board reserves the right to deny a pool party request. There will be an additional fee for the use of the pool in the amount of \$100.00. All guests are to be monitored by the renting resident and must adhere to the above Pool Rules and Guidelines.
- Pool will remain open to all Westbury residents.

POOL GUESTS/ENTRY

Each unit in good standing will be issued a gate card key (2 issued per unit). In addition, each unit will be permitted to bring five (5) guests per unit. **A resident may NOT, UNDER ANY CIRCUMSTANCES, bring another resident as a guest. Failure to comply may result in a letter and an assessment per occurrence and per person and/or possible suspension.**

Residents must accompany guests at all times. At **NO** time will a guest be permitted to use or stay in the pool area without the resident present. The resident is responsible for making sure all persons residing in the unit and all guests understand and follow all rules and regulations.

Replacement costs of the key card will be issued to requestors at the cost of \$25 each. Old cards will be denied access upon request of a new card. Requests may take up to 30 days for full processing.

IN-HOME SITTERS/CHILD SITTING SERVICES

An in-home sitter/child sitting service provider for the children residing in the unit may bring the resident children to the pool however the childcare provider must be over 18 yrs old. Childcare providers may not bring guests. The pool is **SWIM AT YOUR OWN RISK. WE HAVE NO LIFEGUARDS OR MONITORS FOR THE POOL AREA.**

ENFORCEMENT OF POOL RULES

The enforcement of all rules at Westbury Village pool is the responsibility of every owner/resident. All violations should be reported in writing to the Management Company.

Any confrontation with others enjoying the facilities, for any reason, may result in the loss of pool privileges for the remainder of the season. The ultimate authority is the decision of the Association after the written report has been reviewed and both sides heard through "due process" (see handbook). Everyone using the pool should make their #1 priority, the safety and enjoyment for all. Illegal or other matters that fall under the "law" should be called into the local authorities, immediately, by dialing 9-1-1.

Violation letters will be sent to the owner of the unit regarding any swimmers or guests/residents reported to be in violation of any rule.

1st violation will result in a warning letter and may result in a possible suspension.

2nd violation may result in a \$50 enforcement assessment and suspension.

3rd violation may result in an immediate suspension from using the pool for the remainder of the season or 30 days dependent on the severity of the violation.

4th violation will result in suspension of pool privileges for the remainder of the season

ATTACHMENT A
APPLICATION FOR ALTERATION/MODIFICATION

Please read the section on Architectural Control before you proceed with the application. All alterations/modifications are restricted to the limited common area.

Your application must be approved before you begin your project. The Board will not approve any application submitted without adequate documentation.

Applications that deviate from established rules and regulations may require up to thirty days to complete the review. All alterations/modifications may be subject to Board inspection upon completion of project. Please complete the following information and attach plans, drawings, literature and/or other pertinent data to provide adequate and necessary documentation for the Corporate Records and submit to:

*Condo Management of Columbus
P.O. Box 28249
Columbus, Ohio 43228*

TYPE OF ALTERATION/ MODIFICATION:

Storm Door _____ Landscaping _____ Railing _____ Satellite Dish _____ Patio _____

Other _____

Specifications: _____

Estimated completion date: _____

I understand and agree that it is my responsibility to repair, maintain and insure, at my expense, this improvement and to notify new owner/buyer of the same. For any large modification such as a patio, patio pavers, hot tub, etc. I understand and agree that I will be required to enter into a recorded agreement of covenants that addresses these responsibilities, for which I will pay the associated costs thereof.

Signed: _____ Phone: _____

Address: _____

Date: _____

BOARD RESPONSE:

Your application for alteration/modification (has) (has not) been approved.

Comments: _____

Signed: _____ Date: _____

Date Application Received: _____

ATTACHMENT B

WESTBURY VILLAGE CONDOMINIUM ASSOCIATION

WATER SHUTOFF REQUEST FOR PLUMBING REPAIRS
(must be submitted 5 working days prior to requested shutoff date)

Date of Request: _____
Owner Name: _____
Owner Phone: _____
Owner Address: _____

Repairs/Reasons for the repairs:

Requested Day and Date for the repairs to be done: _____
(Must be on a Monday, Tuesday, Wednesday or Thursday)

Requested TIME FRAME for the water to be shut off: _____
(Must be between 9am and 3pm and not exceed 3 hours)

NOTICE: This request will only be valid for the requested day/date/time. If this should change, please notify our property manager. You will need to submit a new request to make any changes.

WCGW (What Could Go Wrong?)

Owner/Plumber turns off main building shutoff in Owners' Unit by mistake causing all owners in the building to be without water.

Owner/Plumber turns off main building shutoff in Owners' Unit by mistake and valve fails and will not turn back on causing all owners in the building to be without water.

Owner/Plumber can not find curb box for entire building costing hours and \$\$\$ finding the valve box while everyone has no water.

Owner/Plumber finds the building curb box but it is buried in snow or dirt or mulch taking more \$\$ to dig up while everyone has no water.

Owner/Plumber does not have the proper wrench and key to turn off the water taking more \$\$ time while everyone has no water.

Owner/Plumber gets the curb box cap off but the hollow shaft to the valve is full of grass/leaves, rocks/dirt taking more \$\$ time while everyone has no water.

Owner/Plumber gets the street key on the valve but it is stuck and the master valve needs to be turned off taking more \$\$ while everyone in the ENTIRE COMMUNITY has no water.

ATTACHMENT C
PET RULES AND REGULATIONS

All pet owners must complete and return this form to the Westbury Village Condominium Association. All Owners agree to abide by the Westbury Village Condominium Association rules regarding animals set forth below:

No more than three (3) pets of any kind per Unit. No animals of any kind shall be raised, kept or permitted within any part of the Condominium or any common element other than dogs, cats, birds, and aquarium fish owned by condominium Owners or by renters who sign a lease. No animals shall be kept at Westbury Village for breeding or for any other commercial purpose. Pets permitted by Westbury Village shall be kept in compliance with the rules and regulations promulgated by the Board of Directors. No dangerous animals shall be kept at Westbury Village. All dogs and cats must be on a leash when in the Westbury Village common elements, limited or general, and the pet's owner shall be responsible for cleaning up after it. The Board of Directors may revoke the right to have a pet at any time if the pet becomes a nuisance for any reason, including noise, odor, or sanitary conditions, or poses a danger. Any person who permits any animal to be brought on the Westbury Village property shall indemnify the association for any loss, damage, or liability the association sustains as a result of the presence of the animal on the Westbury Village property.

Return to:

Westbury Village Condominium Association
c/o Condo Management of Columbus
P.O. Box 28249
Columbus, OH 43228
or
john@condocolumbus.com

Owners Pet Registration Form

Date: _____

Name of Unit Owner: _____

Westbury Village Unit Number: _____

Contact Information: _____

Telephone: _____

Cell Phone: _____

Pet Information

Type: (dog, cat, bird, aquarium fish) _____

For Dogs and Cats:

Breed: _____

Height: _____

Weight: _____

Expected Height and Weight of pet when fully mature (if not current) : _____

Please attach:

Photo of your dog or cat

ATTACHMENT D
VEHICLE REGISTRATION

Unit Address: _____

Please list all vehicles including automobiles, motorcycles, vans or other vehicles you own, rent or use that may be parked on WESTBURY VILLAGE CONDOMINIUM property.

Owner/Driver of Vehicle: _____

State	License Plate #	Make	Model	Color

I certify that I am the owner of record of the above described vehicle, which is not a trailer, camper, camp truck, house trailer, boat trailer, boat or the like. I understand that the parking sticker is only valid on the vehicle for which it is issued and only so long as it has not expired or been revoked and that it may be removed from the vehicle at any time if I am no longer entitled to it. I understand that the vehicle may be removed from the location where it is parked to another location on the condominium property at my sole risk and expense if, after notice of the Association's intention to perform work, its presence impedes the maintenance and repair of the common elements. I further agree that the vehicle may be towed from condominium property at my expense and risk at any time it is parked in violation of Westbury Village Rules and Regulations.

***THIS FORM IS TO BE COMPLETED FOR EACH VEHICLE PER UNIT**

ATTACHMENT E
REQUEST FOR WAIVER OF FIREPLACE AND CHIMNEY INSPECTION

UNIT OWNER NAME:

UNIT ADDRESS:

UNIT OWNER ADDRESS (IF DIFFERENT FROM THE PROPERTY ADDRESS):

I HEREBY ATTEST THAT THE FIREPLACE AND CHIMNEY IN THE CONDO PROPERTY LISTED ABOVE IS NOT USED.

SIGNATURE OF UNIT OWNER

DATE: _____

ATTACHMENT F
FORMAL COMPLAINT

Violator(s) Name (if known): _____

Address (required): _____

Date of Violation: _____

Speeding Violation: yes or no

- Vehicle Information: _____
- License Plate Number: _____
- Color of Vehicle: _____

VIOLATION(S):

Describe nature, location, time, date, etc. in lines below. Also, site the rule if rules complaint.

Rule Page Reference of Violation Rule: _____

You can below describe your request or issue for the Board to evaluate further. Add details or specifications for the required request accordingly. Any other questions contact the property manager directly for guidance, etc.

(Use the back or another paper if needed)

Signature: _____ Date: _____

Print Name: _____

Address: _____

Phone No.: _____

APPENDIX A MAINTENANCE RESPONSIBILITY CHART

This "Maintenance Responsibility Chart" is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is listed in this "Maintenance Responsibility Chart" and the recorded documents, the Declaration and/or Bylaws will govern.

Responsibility Key: A= Westbury Village Association O= Owner

Description	Maintenance	Cleaning
Light Fixtures:		
Interior Garage Lights	O	O
Common Element Lights	A	A
Exterior Garage, Porch, patio and deck light	O	O
Interior Light fixtures	O	O
Light bulbs for fixtures on Unit's Circuit INTERIOR AND EXTERIOR	O	O
Other Electrical:		
Transformer to Meter Box wiring	A	A
Meter Box to Unit Circuit Box wiring	O	O
Unit Circuit Box	O	O
Unit circuit Box wiring to Outlets, etc.	O	O
Interior plus, switches, fixtures etc.	O	O
Exterior Plugs on Unit's grid	O	O
Circuit Breakers OUTSIDE ONLY	A	A
Circuit Breakers INSIDE ONLY	O	O
Attic and Whole House Fans (not in roof structure)	O	O
Doorbell Wiring	O	O
Exterior Doorbell ORIGINAL INSTALLS ONLY	A	A
Alarm Systems	O	O
Unit Serving Telephone Wiring and Jacks	O	O
Multiple Unit Telephone Wiring	A	A
Garage Doors:		
Springs, Wheels, Tracks & Weather-stripping	O	O
Electrical Openers	O	O
Physical Door	O	O
Exterior Coating of Door	O	O
Entrance Doors:		
Glass, Locks Weather-stripping	O	O
Physical Door	O	O
Handles, Knobs, Locks	O	O
Exterior Coating of Doors	O	O

Storm/Screen Door	O	O
Frames, Sashes, Thresholds, Jambs	O	O
Windows & Sliding Doors:		
Glass- Breakage, Leaks, Mullions, Other	O	O
Mechanism– Locks, Operators, Balances, Etc.	O	O
Exterior Wood Frames NOT PART OF THE DOOR	A	A
Window and Door Trim NOT PART OF THE DOOR	A	A
Interior Casing & Frame	O	O
Window and Door Trim PART OF THE DOOR	O	O
Weather-stripping & Screens	O	O
Handles, Knobs, Locks	O	O
Kitchen Items:		
Appliances Including Switch, Wiring & Plumbing	O	O
Kitchen Cabinets	O	O
Kitchen Plumbing Including Faucets	O	O
Hood and vent Fan	O	O
Exterior Dryer Vents COVERS ONLY	A	A
Dryer Vent lines for Unit	O	O
Roadways and Drives:		
Pavement of Roads, driveways, & parking areas	A	A
Snow Removal – Roads	A	A
Walls, Ceilings & Floors: (For Additional Clarification, please see – Article V, Section 2)		
Interior Surfaces and Interior and Perimeter Walls	O	O
Structural Support and Exterior Walls	A	A
Ceiling Structure	A	A
Ceiling Covering	O	O
Floor Structure	A	A
Floor, Wall, and Ceiling Coverings	O	O
Furnace & Air Conditioning & Chimney(s):		
Furnace, Humidifier, Filters, Air Cleaners	O	O
Heat Ducts, Registers	O	O
Air Conditioning Coil & Outside Unit	O	O
Fireplace(s)	O	O
Interior Flue(s)	O	O
Inspections for use	O	O
Exterior Surface-brick-siding, etc.	A	A

Chimney Cap	A	A
Chimney Flue Caps	A	A
Chimney Flue Screens	A	A
Plumbing & Gas Lines:		
Sanitary & Storm Sewer from Unit to Main	A	A
Interior Sanitary Drains	O	O
Main Supply Water Line to Unit	A	A
Main Water Supply Line Shut Off Valve	A	A
Unit Water Shut Off Valve	O	O
Other Water Lines in Walls and Ceilings serving only that Unit	O	O
Exterior Water Spigots HANDLE AND SPIGOT ONLY	A	A
Interior Unit Faucets, Valves, Toilets, Other Fixtures	O	O
Main Gas Supply to in Line Shut Off	A	A
In Line Shut Off Valve For Furnaces, Etc.	O	O
Other Unit Gas Lines (Dryer, H/W, Stove) Etc.)	O	O
Patios/Porches:		
Courtyards and fences structures and enclosures	A	O
Other improvements to LCE	A	O
Roofs and Gutters:		
Shingles and Flashings	A	A
Gutters and Downspouts	A	A
Roof Vents	A	A
Miscellaneous:		
Attic Insulation	O	O
Repair Entrance Porch (concrete)	A	O