

# WESTBURY VILLAGE CONDOMINIUMS



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

[www.wbvcondo.com](http://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.

Quorum - the members in good standing that attend the annual meeting either in person or by proxy and therefore vote on the issues brought forth at the meeting.

Board of Directors - composed of 5 individuals elected, by the quorum, to represent the best interest of the association. The Board of Directors votes on issues affecting the community ranging from maintenance to legal actions.

Common areas - any and all areas beyond the interior walls finish. Refer to Bylaws for specifics.

Limited Areas - 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 Court House.

## **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 42.276 acre tract. All homeowners are partners in the corporate 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.

## **YOUR UNIT INCLUDES (WHAT THE UNIT OWNER IS RESPONSIBLE FOR)**

- Air Conditioner/Heating Units
- Cable television/satellite dish/internet
- Exterior doors, garage door, windows and weather seals including maintenance of these items
- Insurance, interior & personal belongings
- Lighting connected to the unit
- Patio surface, fence & greenery (plants, bushes and flowers in flower bed)
- Electrical, connections & wiring inside
- Interior of Unit

For a more detailed explanation, please refer to Appendix A-Maintenance Responsibility Chart.

## **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 second 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.

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

CONDO MANAGEMENT OF COLUMBUS  
ATTN: KELLY SOTHARD  
COMMUNITY ASSOCIATION MANAGER  
P.O. BOX 28249  
COLUMBUS, OH 43228  
614-488-7711 EXT. 535  
[KELLY@CONDOCOLUMBUS.COM](mailto:KELLY@CONDOCOLUMBUS.COM)  
[WWW.CONDOCOLUMBUS.COM](http://WWW.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 documents.

### **BOARD OF DIRECTORS (as of March 2019)**

Composed of 5 individuals elected, by the quorum, to represent the best interest of the association. The Board of Directors votes on issues affecting the community ranging from maintenance to legal actions.

<b><u>Name</u></b>	<b><u>Office/Committee</u></b>	<b><u>Term</u></b>
Tena Thompson	President	3-year
Joe Hakim	Vice President	3-year
Karen Jenkins	Secretary	3-year
Bryan Jeffries	Treasurer	2-year
Lisa McMillen	Board Member	1-year

## **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. Visit [www.cmoc.com](http://www.cmoc.com) communities/Westbury Village/COA Docs.
3. 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:

<b><u>Phase</u></b>	<b><u>Buildings</u></b>	<b><u>Book #</u></b>	<b><u>Page#</u></b>
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.



## **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 1<sup>ST</sup> 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.

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## **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.

<b>INSURANCE ITEM</b>	<b>ASSOCIATION</b>	<b>HOME OWNER</b>
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, child care (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. Nothing shall be left unattended in/on common areas and tennis courts nor shall any recreational equipment or other articles of personal property be left unattended in the streets, parking areas, courts, sidewalks, or lawns or in any of the common areas. Grills may not be stored on the front stoop or in the grassy areas. Only patio furniture may be used on patios. No other personal/recreational property may be stored on front patios. Portable basketball hoops may not be left in common areas.
8. 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.

9. 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.
10. 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.
11. 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.
  - A. 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.
  - B. 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.
  - C. 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.

- D. Keep out of the flowerbeds. Do not allow pets to use the space for a bathroom facility. Do not swing on trees 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.
- E. 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.
12. 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.
13. Holiday decorations are acceptable for the duration of the season. They must be removed within 2 weeks following the holiday, weather permitting.
14. Window air conditioners are acceptable for the duration of the season (May 1 – September 30). They must be removed by October 1<sup>st</sup>.
15. No storage of flammable liquids within the interior walls of the unit.
16. 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. 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.
17. 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 20 days, and notify each party at least 3 days in advance. The Board will hear the dispute and notify the parties of the decision within 30 days.
18. Individual yard sales are permitted twice per year. The Village may sponsor an annual garage sale which will be third Friday and Saturday of June or as determined by the Board. The dates will be announced and posted on the website. The Village also provides a dumpster during this period to help with disposal of bulk items.

## **EXTERIOR CHANGES**

1. Do not make any changes to the exterior of the unit without 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 **two** weeks prior to the next Board meeting. Board meetings are the 3<sup>rd</sup> Tuesday of each month.
- 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** black or brown in color.

- d. Awnings.
- e. Changes to garage door style or color. Contact the property management company for specifications.

### **WATER SHUTOFF REQUEST FOR PLUMBING REPAIRS**

When 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 [kelly@condocolumbus.com](mailto:kelly@condocolumbus.com).

### **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 Boards approval is subject to removal at the Unit Owner's expense.**

### **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:** Annual and Perennial flowers and grasses, 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.
- **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 is the responsibility of the resident for trimming and cutting.

- **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 which, applying the general standards of the community, is deemed vulgar or offensive.
- **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, which, applying the general standards of the community, is deemed vulgar or offensive.
- **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.
- **Holiday Decorations** - Holiday lights and decorations are permitted to be placed in the provided that the installation of the decorations do not damage the Limited Common Area, They may be displayed after Thanksgiving Day, 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.
- **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.

#### **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.

#### PERMITTED ITEMS:

- **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 of color and/or pattern that is complimentary to the building and community and 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.
- **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 must be of color and/or pattern that are complimentary to the building and community. 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.
- **Patio Furniture.** Patio furniture, swings, gliders, tables, chairs and umbrellas must be kept on the concrete patio.
- **Grills and Smokers.** Only one grill or smoker and must be stored on the patio year-round. No grills or smokers should be left in the common grass areas.

## **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 the Management Company or via our website [www.wbvcondo.com](http://www.wbvcondo.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**

**WESTBUY 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 annoying others and being a nuisance.

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 or Limited Common Areas. 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**.

## **DOG PARK**

The Association has tried to provide a space where residents can allow their dogs to roam freely. Thus, the Association is opening the old tennis court/basketball court for the community's use.

This dog park is for members only. All members and dogs are required to act as good citizens while visiting the park. Anyone in violation will immediately receive a warning/violation letter and can be subject to having the dog park privileges removed.

- Use of the dog park is at your own risk. Each member is solely responsible for his and his dogs' actions and assumes all liability for damages suffered by any person or dog injured by the member's dogs while at the park. Members agree to release and hold harmless Westbury Village Condominium Association and active board members for any injury to any dog or person while using this park.
- All users must have their dogs registered with Westbury Village to use the dog park. Members must be prepared to show their dogs' immunization record/vet info as requested. If your dog is not registered, please visit our website at [www.wbvcondo.com](http://www.wbvcondo.com) and go to tab marked downloads. Fill out the form and email to [kelly@condocolumbus.com](mailto:kelly@condocolumbus.com)
- Be quick to open and close gate so as to not allow another dog to exit the park. Also, be mindful of dogs lingering around the entrance/exit area. Wait for owner to call dog away from entrance/exit before opening gate.
- ZERO TOLERANCE - This park is a carry-out park. The member is responsible for having a disposal bag in his possession. All waste must be bagged and disposed of properly in the marked receptacles at the park entrance. Failure to do so WILL result in a fine and exclusion of the dog park.
- For the protection of children and dogs, children under the age of 5 are not allowed inside the dog park. Children 5 and older must be closely supervised.
- Dogs must be licensed, have rabies and all other vaccinations as required by the State of Ohio Health Department (or reciprocating authority). All dogs should be healthy, and free of contagious diseases and parasites. Dogs must be vaccinated against rabies, distemper, parvovirus and other vaccinations required by the county or municipality in which the dogs reside and regularly examined and treated for parasites.
- Unneutered male dogs, non-spayed female dogs, aggressive, unruly, fearful and under-socialized dogs are not permitted.
- ZERO TOLERANCE - Dogs showing aggression toward people or other dogs must

be leashed and immediately removed from the park. Dogs who exhibit a history of aggressive behavior will not be permitted to enter while other dogs are in the park.

- All dogs must be under control of an adult with a limit of 3 dogs per adult.
- A member must not leave his dog unattended. Dogs must be in view of their member at all times.
- Members are responsible to ensure their dogs do not dig holes or cause damage to park property.
- Dogs are to remain leashed outside of the dog park, as well as when entering and exiting the dog park. A member must keep the leash in his possession at all times while using the dog park.
- No dog may be tethered on the fence. No animals other than dogs are allowed in the park.
- Excessive barking will not be tolerated.
- No food, including dog treats, are permitted.
- No smoking or alcohol is permitted.
- Only flying disc and tennis ball type of toys are permitted. No whistles are allowed.

We are opening this park on a trial basis and these rules will be subject to change as needed. Please help us make this a positive experience for our community.

## **PARKING GUIDELINES**

### **1. RESIDENT AND GUEST PARKING:**

- Residents must register all vehicles and obtain a sticker utilizing the Vehicle Registration Form attached as **Attachment D-Vehicle Registration** and provide said information to the Condo Management of Columbus.
- 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.

### **2. RECREATIONAL VEHICLES:**

- Trailers, recreational vehicles, including campers, boats, Jet Ski's, and wave runners are not to be parked/stored in the Village without first obtaining a short-term parking permit from the management company and for no longer than a period of three (3) days;
- Semis, buses or trailers may not be parked and/or stored in the Village.

3. **VILLAGE SPEED LIMIT:**

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

4. **SNOW EMERGENCY:**

- 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.

**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. Heavy garbage trucks driving or backing into the side drives and over curbs may cause damage that the Association will have to repair at a later date.
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-bys.
6. Follow City of Columbus Trash and Recycling Schedule-visit our website: [www.wbvcondo.com](http://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.

This year, we are conducting an audit to ensure the safety of our community. 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 8249  
Columbus, OH 43212  
or via e-mail to: [kelly@condocolumbus.com](mailto:kelly@condocolumbus.com)

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

## POOL

### **NO LIFEGUARDS WILL BE ON DUTY—SWIM AT YOUR OWN RISK**

- 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 VAPORING) 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.
- Incontinent individuals are required to wear a proper swim diaper.
- 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.
- 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.

- Each household will be issued an access card, guests should not exceed five per unit.

## **ENFORCEMENT OF 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.

1<sup>st</sup> violation will result in a warning letter and may result in a possible suspension.

2<sup>nd</sup> violation may result in a \$50 enforcement assessment and suspension.

3<sup>rd</sup> 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.

4<sup>th</sup> violation will result in suspension of pool privileges for the remainder of the season.

## **POOL ACCESS**

- The pool hours are from 8 AM-10 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.

## **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.**

## **GUESTS/ENTRY**

Each unit in good standing will be issued a gate card keys (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.

## **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.

## **NUISANCE**

No noxious or offensive activities shall be carried on in any condominium or in the limited or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other residents that may impose a health/safety hazard or unreasonably disturb a resident, including, but not limited to, prostitution, drug trafficking and drug use, sleeping in or engaging in sexual activities in parked vehicles, public nudity, hoarding which allow unsanitary conditions to exist that will attract insects and rodents, animal feces on patios, porches, lawn and sidewalks.

## **BUG AND RODENT INFESTATIONS**

This section pertains to any infestation i.e. roaches, bed bugs, and rodents of any kind. Although all bugs and/or rodents are a risk to our community, the bed bugs are a growing area of concern due to their aggressiveness and if not addressed thoroughly and aggressively, may be costly for all parties.

Upon detection of the any bug or rodent infestation, the tenant should take the following actions:

### **Resident's Responsibility**

- Contact management immediately; all residents within the community will be notified that the presence of an infestation has been established via website, social media and mail;
- Contact a professional extermination company. The financial burden for extermination within the affected unit will be the sole responsibility of the non-compliant resident. Written confirmation from the professional extermination company must be provided indicating that infestation has been mediated and there is no current evidence of any infestation;
- Management reserves the right to access and inspect the unit to confirm that extermination has been effectively completed and to management satisfaction.

## **MOVING RESPONSIBILITIES**

If you are moving it is very important to contact The Management Company to inform them of the new owner of record. It is the Unit Owner's responsibility to make certain all condominium dues are current. It is also the Unit Owner's responsibility to give the Association's Declaration and Bylaws to the new owners and this copy of Westbury Village Condominium Association Community Rules and Regulations. Envelopes and payment coupons will then be mailed to the new owner after closing.

## **DUE PROCESS**

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.

## **RULES ENFORCEMENT**

Except where otherwise specifically provided in these rules violations of the rules shall be handled as follows:

- When the first violation of a rule is cited, a warning letter is sent to the Unit Owner. If a second violation of the same rule(s) occurs after the first warning, or the initial violation remains uncorrected after the deadline, a \$50 enforcement charge is assessed to the owner's condo fee account. If there is a third and subsequent violation, there will be a \$100 enforcement charge for each subsequent occurrence assessed.

Any resident wishing to dispute a cited violation is entitled to a hearing with the Board of Directors if prior reconciliation is not successful. Please see Exhibit A for Dispute Resolution Procedures.

Any resident of Westbury Village may file a complaint citing a violation of these Rules and Regulations. A letter or the Formal Complaint Form should be signed and delivered to the Board of Directors or The Management Company. The complaint will be investigated and processed for further action.

## **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 [kelly@condocolumbus.com](mailto:kelly@condocolumbus.com)

**ATTACHMENT A**

**APPLICATION FOR ALTERATION/MODIFICATION**

Your applications 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 (30) 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:

Westbury Village Condominium Association  
c/o Condo Management of Columbus  
P.O. Box 28249  
Columbus, OH 43228  
or via e-mail to: Kelly@condocolumbus.com

**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, 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: \_\_\_\_\_



**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

[kelly@condocolumbus.com](mailto:kelly@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.

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(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

<b>Description</b>	<b>Maintenance</b>	<b>Cleaning</b>
<b>Light Fixtures:</b>		
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
<b>Other Electrical:</b>		
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
<b>Garage Doors:</b>		
Springs, Wheels, Tracks & Weather-stripping	O	O
Electrical Openers	O	O
Physical Door	O	O
Exterior Coating of Door	O	O
<b>Entrance Doors:</b>		
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
<b>Windows &amp; Sliding Doors:</b>		
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
<b>Kitchen Items:</b>		
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
<b>Roadways and Drives:</b>		
Pavement of Roads, driveways, & parking areas	A	A
Snow Removal – Roads	A	A
<b>Walls, Ceilings &amp; Floors: (For Additional Clarification, please see – Article V, Section 2 )</b>		
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
<b>Furnace &amp; Air Conditioning &amp; Chimney(s):</b>		
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
<b>Plumbing &amp; Gas Lines:</b>		
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
<b>Patios/Porches:</b>		
Courtyards and fences structures and enclosures	A	O
Other improvements to LCE	A	O
<b>Roofs and Gutters:</b>		
Shingles and Flashings	A	A
Gutters and Downspouts	A	A
Roof Vents	A	A
<b>Miscellaneous:</b>		
Attic Insulation	O	O
Repair Entrance Porch (concrete)	A	O