
THE LOFTS AT WETHERINGTON CONDOMINIUM ASSOCIATION

Fining Policy and Disciplinary Procedure

The Board of The Lofts at Wetherington Condominium Owners hereby sets out the Fining Policy as provided in the Community documents whereby the Association shall have the right to enforce, by any proceeding at law or in equity, or by means of a reasonable fine, all restrictions, conditions, covenants, reservations, liens, and charges now or as hereinafter imposed by provisions of the Declaration, By-Laws, and Rules and Regulations of the Association. Failure by the Association to enforce any restriction, policy, condition, covenant, reservation, or lien herein contained shall in no event be deemed a waiver of a right to do so thereafter.

Fining Policy

Pursuant to its Declaration, Articles of Incorporation and By Laws, The Lofts at Wetherington Homeowners Association, by and through its Board of Trustees ("Board"), hereby adopts the following Fining Policy.

The Board may impose a fine when an owner violates any restriction, policy, condition, covenant, or reservation.

Depending on the severity of the violation, the Board may:

- a) Initial violations that do not impact the safety of Owners or Property may be given a warning. Failure to remedy the violation or subsequent violations will result in fines being imposed,
- b) Violations that impact the safety of Owners or Property may be immediately remedied by the Board with all costs borne by the Owner.

The **minimum** fine will be \$25 per occurrence, more depending on the severity of the violation. The owner will also be responsible for any costs, fees, penalties, repairs, damages, and so forth incurred by the Association as a result of the violation. Owners are responsible for violations by their guests or tenants.

Owners will have 14 days to remedy any violations. Failure by the owner to remedy the violation within 14 days will cause the fine to be doubled. Failure by the owner to remedy the violation in the subsequent 14 days will result in the fine being trebled. Continued failure to remedy the violation will result in fines being quadrupled, and so on.

As provided by the Association documents, in the event an Owners account is delinquent, the Board may impose a lien against the property or initiate foreclosure proceedings if lien is not timely remedied.

Disciplinary Procedures

Upon notification of a violation, the Property Manager shall impose the fine and notify the owner. Said notification shall include:

- a) A description of the alleged violation;
- b) The fine amount;
- c) Notice that the Owner has a right to a hearing before the Board to appeal the fine;
- d) Procedures to appeal the fine;
- e) A reasonable date by which the Owner must cure the violation to avoid the proposed fine.

Procedures to request a hearing are:

- a) Owner must deliver a written notice to the Property Manager no later than fourteen days after receiving the fine notice. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the fine and any expenses incurred by the Association as a result of the violation are immediately due.
- b) If an Owner requests a hearing, at least seven days prior to the hearing, the Property Manager shall provide the Owner with a written notice that includes the date, time, and location of the hearing with the Board.
- c) Within 30 days of the hearing the Owner's appeal the Board will vote on whether to impose, repeal or modify the fine and any expenses incurred by the Association as a result of the violation.

Design Review Policy

No changes shall be made to the exterior of to any unit, Garage Unit, Limited Common Areas or Common Areas without prior consent of the Board. No Unit Owner or their tenant may alter or modify the exterior of the buildings in any way, including without limitation, changing windows or painting exterior surfaces.

Any Unit Owner can submit a Design Review Request to the Board for approval to make any such changes. See Design Review Request Form available at the Association website or from the Property Manager. Please note review forms MUST BE FILLED OUT COMPLETELY, including details of the work to be done, materials to be used, connections to any common area or limited common area, colors, etc. Failure to provide all such details will delay approval of the form.

Garage Units

Garage Units shall be used for the parking of vehicles and/or the storage of property which belongs to the Garage Unit Owner of his lessee and shall not be used by any person who is not a current occupant (whether Unit Owner or their lessees or guests) of a Unit.

Garage Unit doors shall be kept closed at all times except for accessing the Garage Unit or for reasonable periods of time necessary for cleaning and maintaining thereof.

In the event a Unit Owner uses excessive electricity in their garage (for example, appliances or tools running 24/7 or charging of electric or hybrid cars) the Board may require Unit Owner to supply separately billed electricity to the garage.

Common Area/Limited Common Area Policies

1. **Hallways and Storage Areas** - No loitering, congregating, lounging, or playing in the hallways will be permitted. No one may leave any items of personal property anywhere in the hallways, or storage closets under the steps and in the hallway, the front entrance or any other Common Area.
2. **Littering** - Littering is prohibited.
3. **Moving** - When moving in or out of a unit, the owner of record shall be responsible for damage to carpet, hallways, walls, or any common area. Repair costs of damage shall be billed to the owner. Failure to pay such cost to The Lofts at Wetherington Condominiums shall be cause for action to collect according to the Ohio Revised Code 5311.

Moving in or out should be restricted to the hours of 8:00 a.m. – 9:00 p.m. Monday through Friday and 9:00 a.m. – 9:00 p.m. Saturday and Sunday.

Moving and Storage containers (PODs or anything similar) are not permitted without the prior written approval of the Board.

4. **Nuisances** - No noxious or offensive activity shall be carried on or in any Unit, Garage Unit, or in the Common Areas and Facilities or Limited Common Areas and Facilities, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to or unreasonably disturb any of the Unit Owners or Unit occupants, as determined by the Board.
5. **Smoking** - Smoking is not permitted in the Common Areas including the hallways of the buildings, clubhouse and pool.
6. **Trash and Storage** - The Board of Trustees shall have control over all aspects of the method and manner by which trash, rubbish, garbage and other materials are to be removed from the premises, and shall have control of the selection of the organization, agent or independent contractor to be responsible for the collection and removal. The outdoor placement or storage of any such items, other than by the Association itself, on any portion of the Common or Limited Common Areas and Facilities shall be prohibited, except that patio furniture, bicycles, firewood, children's play equipment and other chattels may be kept on certain Limited Common Areas by the persons entitled to exclusive use of said area, as and if permitted by rules that may be established by the Board.

7. **Use of Common Areas and Facilities** - There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities, except in accordance with the rules and regulations established by the Declarant and/or the Association.

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building. No sign, awning, canopy, umbrella, screen, blind, shutter, fence, wall, radio or television antenna or transmitter shall be affixed to or placed upon the exterior walls or roof of any part of any building, and no clothing or laundry shall be hung out or exposed on any part of the Common Areas except as permitted under the regulations of the Board.

8. **Signage** - No signs or other displays or advertising shall be maintained or permitted on any part of the Condominium Property. One reasonably sized "For Sale" or "For Rent" sign may be placed in the Common Areas or Limited Common Areas.

9. **Garage Units** - Garage Units shall be used for the parking of vehicles and/or the storage of property which belongs to the Garage Unit Owner of his lessee and shall not be used by any person who is not a current occupant (whether Unit Owner or their lessees or guests) of a Unit.

Garage Unit doors shall be kept closed at all times except for accessing the Garage Unit or for reasonable periods of time necessary for cleaning and maintaining thereof.

In the event a Unit Owner uses excessive electricity in their garage (for example, appliances or tools running 24/7 or charging of electric or hybrid cars) the Board may require Unit Owner to supply separately billed electricity to the garage.

PURPOSE OF PROPERTY POLICY

1. **Purpose of Property** - The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto. No industry, trade, business, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted in any part of a Unit without the written approval of the Board.
2. **Prohibited Business Activities** - No industry, trade, business, occupation or profession of any kind, commercial religious, educational, or otherwise, except permitted home occupations as the same are or may be defined in the future under applicable provisions of the zoning code in effect from time to time, shall be conducted, maintained, or permitted on any part of the Condominium Property.
3. **Hazardous Use and Waste** - Nothing shall be done or kept in any Unit, Garage Unit or in the Common areas and Facilities or Limited Common Areas and Facilities which will increase the rate or cost of insurance. No Unit Owner shall permit anything to be done or kept in their Unit or Garage Unit, in the Common Areas and Facilities, or in the- limited Common Areas and Facilities which will result in the cancellation of insurance, or which would be in violation of any law. No hazardous or toxic waste shall be disposed of in the Common Areas and Facilities or Limited Common Areas and Facilities.
4. **Impairment of Structural Integrity of Buildings** - Nothing shall be done in any Unit, Garage Unit, or in the Common or Limited Common Areas and Facilities which would impair the structural integrity or would structurally change any of the buildings.

LEASE POLICY

Approval is required before any unit can be leased. See the following documents available on the community website or available from our property manager:

- ☐ Rental and Leasing Restriction Process
- ☐ Unit Rental Authorization and Lease Agreement Addendum
- ☐ Tenant Information Form

Owners are responsible to insure that tenants submit Tenant Information Form.

Under Ohio Law, the Association has the right to seek eviction of any non-owner who violates community rules and regulations.