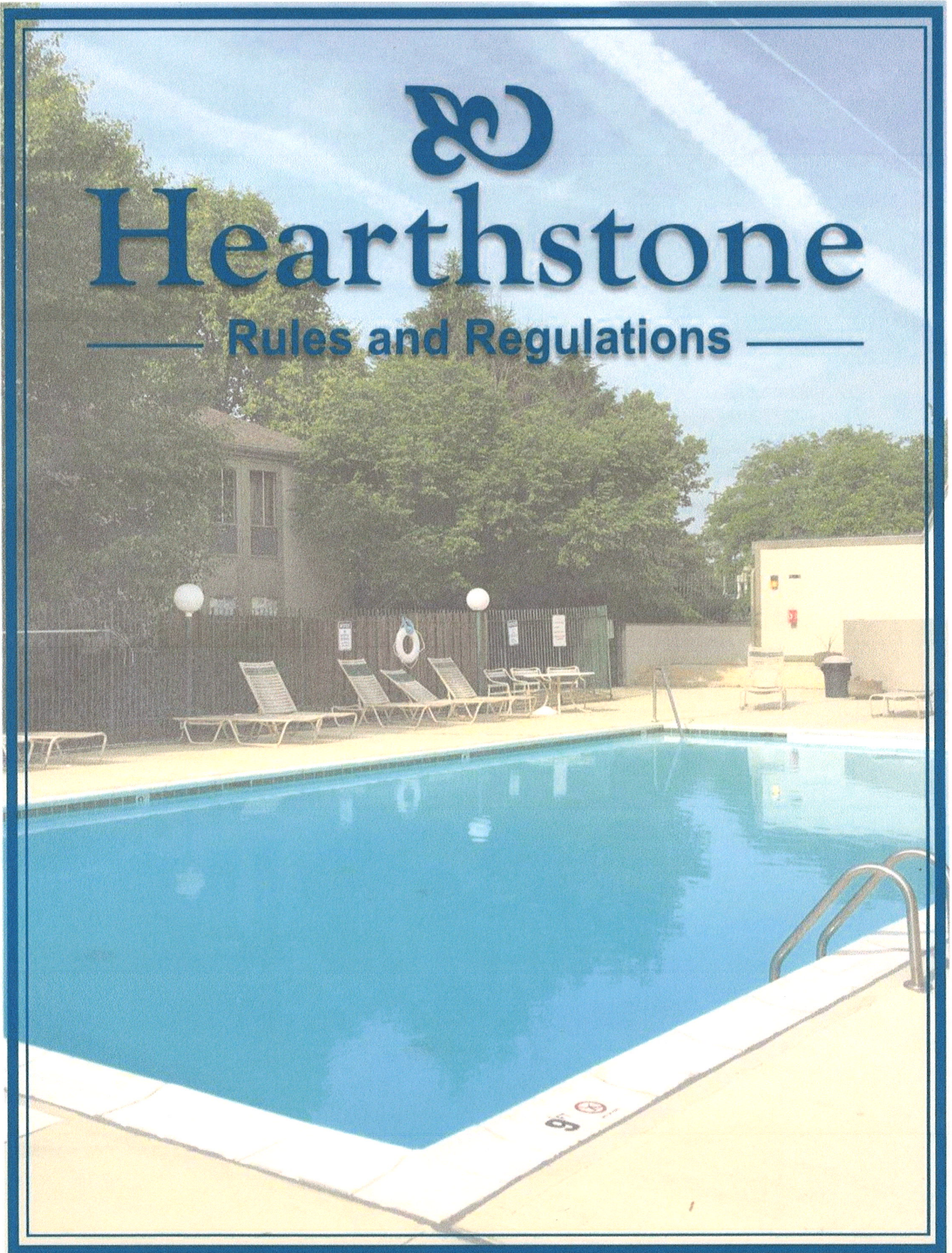




Hearthstone

— Rules and Regulations —



General Information

Board of Trustees – The Board has been delegated, in the Bylaws, the responsibility for operation and management of the Association’s affairs. The Board consists of six (6) Hearthstone Unit owners, all elected by fellow Unit owners at the Annual Association Meeting. The Board meets as necessary to review the Association’s finances and operations. Any Unit owner is welcome to attend these meetings and may be one the agenda by contacting the management representative two weeks prior to the meeting. You may call the management company to find out the time and place of the next meeting.

Governing Documents – Every Unit owner should have received a set of the condominium Declaration and Bylaws from the previous owner at the closing of their Unit. In its pages are the rules and regulations which govern the Association. You should acquaint yourself with the Declaration and Bylaws. If you do not have a copy, a copy can be obtained from the Association website or management company.

Purpose of Rules and Regulations – The purpose of the rules and regulations of Hearthstone Condominium Association is to establish rules that will allow the community to live within the best environment possible for all. The rules are established pursuant to and are an extension of the Association’s Declaration and Bylaws. It is the duty of each Association Unit owner and Occupant to become knowledgeable of these Rules and Regulations and to observe them.

Modification of Rules and Regulation – The Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Trustees.

Rules Enforcement – Any Occupant of the community may file a complaint citing a violation of these rules and regulations. A letter of complaint appropriately documenting the violation should be mailed to the management company. The complaint will be investigated and processed for further action. Occupants who fail to comply with the rules and regulations may be sent a letter regarding the violation and assessed a fine.

Association Management – Managing agent for Hearthstone Condominiums is Patterson Merkle Management, LLC. They can be reached by calling 614-235-1187.

Maintenance Requests & Responsibilities – To report maintenance problems, call Patterson Merkle Management during normal business hours Monday-Friday at 614-235-1187 or send a maintenance request through the website, www.pattersonmerkle.com. After hour emergency calls are handled through the Patterson Merkle answering service by calling 614-221-7985.

Leases – All offsite/non-occupant owners are required as per the Condominium Declaration and Bylaws, to have a copy of their lease on file with the management company. Management should also be notified of tenants’ names and phone numbers. It is the responsibility of the Unit owner to provide a copy of the Hearthstone Handbook of Rules and Regulations to their tenants.

Moving Responsibilities – It is the prior Unit owner’s responsibility to give a copy of the Rules and Regulations, Declaration, and Bylaws, to the new Unit owners. If you do not have the Declaration and Bylaws, they can be obtained on the Association website or Franklin County Recorder website at no charge. Rules and Regulations will be provided upon request. If you are moving, it is very important to contact the management company. Let them know who will be the new owner of record and your closing date. It is the prior Unit owner’s responsibility to make certain all condominium dues are current. It is also the Unit owner’s responsibility to notify new Unit owner/Tenant of the laundry room code and mailbox key.

Interior Maintenance – Interior Maintenance is the responsibility of the Unit owner. The Hearthstone Condominium Association is not responsible for interior maintenance expenses.

Condominium Insurance – The Association will maintain appropriate levels of insurance according to State Law and the Condominium Declaration and Bylaws.

Utilities – Occupants are responsible for maintenance and payment of their own electric, cable, telephone, and for calling to initiate service on the date of possession. The Condominium Association pays for water, sewer, trash, and common street lighting.

Refuse Pick-up – The City of Columbus, Department of Refuse handles refuse collection. Refuse should be placed in the dumpsters located throughout the community. Do not place large items outside of the dumpster enclosure. Large items may be placed on the concrete pad in the rear of the property off of Merrimar Circle East. This area is only for bulk pickup items such as furniture, mattresses, appliances, etc. You must arrange for a private hauler to pick up refrigerators or air conditioning units. We have bulk pick-up every Thursday by contracted vendors.

Washer & Dryers – The only buildings built with appropriate plumbing for washers and dryers are 4708 Keswick Ct, 1078 and 1046 Merrimar Circle North, and all buildings on Galliton Ct. If a washer and/or dryer are installed in a unit in any other building, that Unit owner will be responsible for any and all damage that occurs from the appliance, regardless of the cause.

Dishwashers – All units except those in 4710 Charecote Lane and 1126 Merrimar Circle North were built with appropriate plumbing for dishwashers. If a dishwasher is installed in a unit in either of those buildings, that Unit owner will be responsible for any and all damage that occurs from that dishwasher regardless of the cause.

Checklist of Maintenance Responsibilities

Description	Owner Responsibility	Association Responsibility
Chimney (vents, damper within unit)	X	
Doors: Weather-stripping, Storms & Screens (Flat Steel door)	X	
Doors: Garage & Entry**	X	
Fences: For Patio Screening		X
Patio Gate		X
Balcony Decks: Cleaning and Routine Maintenance	X	
Balcony Decks: Replacement		X
Heating & Air Conditioning System	X	
Landscaping: Care & Replacement of Patio Shrubbery and Plantings	X	
Patio Replacement (concrete)	X	
Patio Maintenance	X	
Personal Pipes: Gas, Water, Sewer, Servicing One Unit	X	
Property Damage Within Unit*	X	
Walls: Interior Maintenance	X	
Windows: Frames, Glass, Screens & Storms	X	
Wiring: Electrical & Telephone Servicing One Unit	X	
Foundation Walls, Footing Drains		X
Garages: Structural Maintenance, Siding, Trim, Door (surface finishing) **		X
Interior Damage: Caused by Roof Leak, etc. (drywall, etc)	X	
Landscaping (Not in Patio Area): Care-of Lawns; Shrubbery, Trees		X
Common Element Lighting/Light bulbs		X
Exterior Unit Light Fixtures/Bulbs (if controlled by switch)	X	
Painting: Exterior & Color Selection		X
Pipes: Servicing More Than One Unit		X
Road & Parking Area Pavement		X
Roofs: Shingles, Flashing, Gutters, Downspouts		X
Snow Removal: Roads and Driveways		X
Snow Removal: Porch, Balcony, Patio	X	
Walls: Exterior Structural Maintenance		X
Walks: Sidewalks Concrete		X
Sewer backup (created by Occupant)	X	

**Included but not limited to damage that is caused from exterior.*

*** Painting of garage/entry doors will be completed when the entire property is painted. Should the garage/entry doors require painting before this time, it would be the Unit owner's responsibility.*

Checklist of Responsibility for Nuisance Animals

Problem	Owner Responsibility	Association Responsibility
Ant: Carpenter	Interior	Exterior
Honey	X	
Pavement	X	
Pharaoh	X	
Bees (Exterior): Honey	Interior	Exterior
Carpenter	Interior	Exterior
Hornets/Wasps (exterior nest)		X
Bedbugs	X	
Centipedes & Millipedes	X	
Chimney Varmints	X	
Earwigs	X	
Fleas	X	
Groundhogs	Interior	Exterior
Hornets/Wasps	Interior	Exterior
Indian Meal Moths	X	
Mice and Rats	Interior	Exterior
Opossums	Interior	Exterior
Raccoons	Interior	Exterior
Roaches	X	
Silverfish	X	
Skunks	Interior	Exterior
Spiders	X	
Squirrels	Interior	Exterior
Stink Bugs	X	
Termites	Interior	Exterior
Ticks	X	

Important Telephone Numbers

Police Non-emergency	614-645-4545
Police Department	911
Fire Department	911
Columbus Health Department	614-645-8191
Patterson Merkle Management	614-235-1187
Emergency/Afterhours Maintenance	614-221-7985

Financial Matters

Association Dues – Association dues are due and payable to Hearthstone Condominium Association on the first day of each month. A late charge of \$30.00 will be added to any payment received after the 10th.

All owners will receive a coupon book prior to January 1st and new owners will receive a coupon book within a few weeks of notifying the management company. Please remit the corresponding monthly coupon with your check each month using the envelope provided with the coupon book.

If you are using online bill pay through your personal bank, please have the check payable to Hearthstone Condominium Association and mailed to:

Hearthstone Condo Association
c/o Patterson Merkle Management, LLC
4900 Reed Rd., Ste 230
Columbus, OH 43220

Returned Checks (NSF) – Any check returned for non-sufficient funds (NSF) will be charged back to the individual account a \$30.00 NSF fee.

Delinquency Policy on Dues & Assessments

1. All assessments, including maintenance fees, are due on the 1st day of the month and are considered late if not received by the 10th day of the month.
2. An administrative late charge of \$30.00 per month shall be incurred for any late payment and on any unpaid balance (subject to increase without further notice)
3. Any payments made shall be applied in the following order:
 - Interest and/or administrative late fees owed to the Association
 - Collection costs and attorney's fees incurred by the Association
 - Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien, a suit for money judgement, and/or a suit for foreclosure to be filed against a unit owner. Once judgement is obtained, the Association may proceed to post-judgement actions including, but not limited to, bank attachment, wage garnishment, and/or sheriff's sale of the property, if applicable.
5. Late charges will continue to be assessed on current months until the account is current. Any costs, including attorneys' fees, recording costs, title reports, and/or court costs, incurred by the Association in the collection of delinquent assessments, shall be added to the amount owed by the delinquent Unit owner.
6. If any Unit owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the rules and Regulations, the Association may, but shall not be obligated to, undertake such performance, or cure such violation, and shall charge and collect from said Unit owner the entire cost and expense including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be a Special individual Unit Assessment as described in the deed restrictions and shall be due and payable immediately following notification of such change, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

Common Elements

Purpose – The Common Elements are for the sole and exclusive use, benefit and enjoyment of the Occupants for the purposes and in the manner in which such areas and facilities are ordinarily used. No one shall use the Common Elements in such a manner as to disturb others. All Unit owners own the Common Elements. No Unit owner has any authority to change or modify this area unless he/she has the proper written permission from the Board. The Common Elements include all areas of the grounds except for the porch and patio (limited Common Elements).

Damage – Unit owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by any negligent or intentional act by the Unit owner, Occupants or guest of any Unit owner or Occupant.

Activity – There shall be no lounging, or parking of baby carriages, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Elements except that patio areas may be used for their intended purposes.

Personal Effects – All personal property, such as lawn chairs, bicycles, tables etc. must be kept inside the patio area. The following items are strictly prohibited at Hearthstone. Trash cans, artificial flowers, mounted hose reels, swing sets, laundry poles, or clothes lines. Laundry, swimsuits, towels, rugs, etc. may not be hung over any patio fence or railing. Personal property must not be visible above the patio fence – with the exception of patio umbrellas, chair backs, and bird feeder poles/posts.

Litter – Littering, whether accidental or intentional, is prohibited.

Exterior Surface of Building – Unit owners and Occupants shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside wall of any of the buildings. No sign, ornament, awning, canopy, shutter, radio or CB antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls, doors, fences or roof or any part of any building without the prior written consent of the Board of Trustees.

Window/Window Coverings – Nothing shall be permitted to be hung or displayed on the inside of the windows except non-offensive, beige or white coverings.

Architectural Modification – Modifications, changes, additions or improvements to the exterior of the unit buildings, common grounds, and limited common grounds, may not be made without prior written approval of the Board of Trustees. Nothing shall be done in any unit nor in or onto the Common or Limited Common Elements and Facilities that would impair the structural integrity or would structurally change any of the buildings. Plans and specifications showing the nature, kind, shape, height, materials, color and location of architectural changes and/or alterations must be submitted to the Association Board for review (New doors, patio sliders, windows, etc) and the Unit owner needs to obtain an approval by the Board prior to the purchase and commencement of any architectural modification. Contractors are required to submit a current liability of insurance certificate to the Hearthstone Condominium Association before commencement of any work. **Please see exterior modification policy and procedure available on the website: www.hearthstonecondo.com.**

Even though violations of this rule may result in fines, the fines will not preclude the Board from demanding the change or removal of the violation. The Board in the past has forced Unit owners to remove recently installed windows and replace them with an approved window at considerable cost to the individual. It is advised that Unit owners and Occupants contact the management company with any planned improvements in advance of doing any work in order to avoid such fines or replacement costs. If replacing windows, ALL windows must be replaced. Fines for windows, entry doors and patio sliding doors are separate violations.

Storm Door – The approved storm door must be full view or self-storing full view. Doors are to be the Hearthstone door green color on file at the Lowe’s store in Dublin, OH. Trim to match the color of the trim of the building. Exterior trim color on file at Lowe’s store in Dublin, OH. Please refer to the exterior modification policy and procedures on the community website: www.hearthstonecondo.com for all of the Hearthstone color codes.

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

Signs within the Community – No signs will be permitted except as follows: One professionally prepared “For Sale or For Rent” sign may be placed in a window. Security system decals may be placed in the window and/or a small post designated for that purpose may be put in the garden bed area closest to the front door. No real estate signs are permitted in the Common Elements. Open house directional signs are permitted for the day of the open house only and must be removed when open house is over.

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

Holiday Decorations – A reasonable display of lights/decorations not causing permanent damage to the building, gutters, or stucco can be displayed during holiday seasons. All holiday decorations must be removed within one week after the holiday, except winter holiday decorations which must be removed by January 21st.

Bird Feeders – All bird feeders must be in the limited Common Element (patios). Occupants who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris, which falls to the ground. The bird feeder must be freestanding style (not attached to walls or trees), except on the interior of patio fences.

Flowers/Flower Pots/Planters/Baskets – Unit owners are encouraged to plant annuals in the mulched Common Elements immediately adjacent to their unit. Annuals may be planted inside the patio fence or directly outside the patio fence in the existing mulched Common Element. Maintenance of the annuals is the responsibility of the Occupant, and dead annuals are to be removed by October 31st. The Association will remove annuals and any other plants that are not maintained during the growing season have become unsightly or that are not removed by October 31st, and the cost will be assessed to the Unit owner for the removal.

Personal Hose Reels/Hoses – Personal hose reels and hoses must be stored in the garage or on the patio when not in use. In the winter months all hoses must be removed from the spigot to avoid freezing.

Spigots – Exterior water spigots that are not located within the limited common element of another unit may be reasonably used by all residents. Units with interior shut off valves for exterior spigots are responsible for turning them on after April 1st and for turning them off by October 1st.

Landscape Lights – Landscape lights may be installed in the patio area only.

American Flags – The American Flag may be flown or displayed at any time following normal flag protocol.

Tennis Courts – The tennis courts are for Occupants and guests use only. Occupants must accompany all guests. An adult must accompany minors. Parents are responsible to control their children’s behavior. No roller blades, skateboards, bicycles, or battery-operated toys are permitted on the tennis courts at any time. No pets are permitted on the tennis courts. Proper footwear must be worn at all times (tennis shoes only). Improper conduct will not be tolerated or permitted. The tennis courts will close at 10 PM daily. Association dues and assessments must be current to use the tennis courts. Unit owners and occupants will be responsible for any damage done to the tennis courts by the Unit owner, Occupants, or guests or invitees.

Grills – ALL grills (Charcoal, gas, etc.) fire pits, and turkey fryers are prohibited anywhere at Hearthstone. This is in accordance with the Master Insurance policy for Hearthstone & Ohio Fire Code Provision regarding grills. Electric grills are permitted at Hearthstone.

Unit owners who rent their units are responsible to notify their tenants of this policy.

The Association may enforce and apply fines for non-compliance of policies in the Handbook. This applies to patio fines for pet waste, trash, inappropriate furniture, stored items or any violation of the patio policy. Further, a labor fee may be applied to rectify the violation.

PLEASE NOTE: CIGARETTE BUTTS ARE CONSIDERED AS LITTER AND A POTENTIAL FIRE HAZARD.

Architectural Rules for Satellite Dishes/Cable

1. You must notify the Board of installation plans and receive approval prior to installation.
2. Dishes shall be one meter (39 inches) or less in diameter.
3. The dish installation shall be of quality construction, and shall conform to all applicable building codes and manufacturer’s specifications.
4. All cables and wires shall be routed in a manner such that they are not easily visible from neighboring units or from the street. Cable/satellite wires are to enter the unit below living room windows or to enter the side of the sliding glass door at a height of less than 1 foot. Wires can be run on the inside of the unit to serve other rooms, they are not allowed to run on the exterior of the building.
5. Dish may be installed in the front of the unit, in a plant bed on a post not to exceed 2 feet in height and screened by current plant material, or if necessary, additional plant material.
6. Under no circumstances is the dish to be attached to either the roof of the unit, the roof of the garage, the chimney or PATIO FENCE.
7. The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surroundings.
8. The Board reserves the right to specify the specific location where the dish is to be mounted, provided that signal reception is adequate in that location.
9. The Unit owner shall be responsible for any damage to the unit caused by the dish or the installation process.

Swimming Pool

1. All persons using the pool and pool area do so at their own personal risk and sole responsibility. We strongly suggest that no one swim without another capable swimmer present. Hearthstone Condominium Association (of which all Unit owners are members) assumes no responsibility for any accident or injury in connection with any use of the pool or pool area. For the privilege of enjoyment and use of the pool and pool area, all persons hereby release and discharge the Association from any and all liability for any and all damages arising from the use of operation of the pool or any portion of its facilities.
2. For the protection and safety of all persons, no minors are permitted in or around the pool area without an adult Unit owner or Occupant being present.
3. The pool and pool area is available to all Unit owners and Occupants in good standing* and their guests only. Guests are limited to four per unit on weekdays and two per unit on Saturday, Sunday and Holidays. An Occupant must accompany their guests at the pool at all times. Limitations on the number of guests is imposed to ensure that no Unit owner or Occupant is denied use and enjoyment of the pool and pool area at any time due to an excessive number of guests occupying the pool and pool area.
***A Unit owner or Occupant in good standing is one whose dues and assessments are paid in full, and who is not in violation of any rules, etc.**
4. Animals or pets are not permitted in the pool or pool area at any time.
5. Glassware, glass bottles, breakable items, etc., are not permitted in the pool or pool area. All trash must be placed in the containers provided.
6. Swimming is permitted only in garments sold as swimwear. Children that are not toilet trained must wear swim diapers.
7. Please use headphones when listening to music at the pool in order to not disturb other occupants relaxing at the pool.
8. Users of the pool and pool area shall not dive, run, or cause excessive splashing. The only water toys permitted are those designed for pool use.
9. Pool chairs, loungers, and tables cannot be reserved due to the limited number available. Once you leave the pool area, chairs, loungers, and tables are open for use by others in the pool area.
10. Private pool parties are not permitted since by definition they deny all other Unit owners and Occupants continued use and enjoyment of the pool and pool area.
11. Cooking in the pool and pool area is not permitted except for events planned and sponsored by Hearthstone to which the Unit owners and Occupants are invited. Food items may be brought to the pool area, however, please keep any food and trash from entering the pool or remaining on the concrete deck areas. This is necessary to ensure proper operation of the pool filtering system and to avoid unsanitary and unsafe conditions.
12. Pool hours are posted in the pool area and must be observed. Violations in pool after hours are subject to trespassing.
13. No one may enter the Community Center in wet bathing attire except for the restroom area. Shoes or flip flops must be worn when entering the restroom area.
14. Smoking is not permitted in the pool area.
15. NO ALCOHOL IS PERMITTED IN THE POOL AREA, THIS INCLUDES BEER.

***The Association does not furnish lifeguards or other security personnel to watch over the pool and its use. Unit owners and Occupants are warned that all pool use is subject to the user's risk. THINK SAFETY!**

Community Center

1. The Community Center is located at 4670 Keswick Rd., Columbus, OH 43220.
2. All rules and regulations for the Community Center are to be enforced by the Board of Trustees. Violation of the rules and regulations should be reported to the Board of Trustees through the management company.
3. The management company will establish and maintain the Community Center calendar. Association functions hold priority over all other functions and will be entered in the Reservation Book as soon as the need is determined.
4. The Community Center may be reserved by the Association or by Unit owners and Occupants. Non-Occupants/Non-Owners may not reserve the Community Center. Reservations are to be only for social functions, or informal gatherings, except for Association matters. Unit owners and Occupants reserving the Community Center do so with the understanding it is an Occupant's function and he/she must be present for the full duration of that function.
5. Unit owners and Occupants in good standing* may reserve the Community Center on dates when no other event is scheduled, by scheduling the desired date with the management company. You may contact, Patterson Merkle Management at (614)235-1187.
***An Owner in good standing is one whose dues and assessments are paid in full and who is not in violation of any rules, etc.**
6. The community Center may be used, without charge, on the day of a funeral by Unit owners and Occupants for funeral activities associated with the death of a Unit owner or Occupant, or a member of the immediate family of the Unit owner or Occupant, provided the Community Center has not been previously committed.
7. Reservations for the Community Center will be on a first come basis but will not be accepted more than 3 months in advance unless the is a "once in a lifetime" event (50th anniversary, wedding, graduation). All reservations are subject to the approval of the Board of Trustees, which will exercise discretionary control over all regulations. The \$50.00 check for the non-refundable usage fee, the refundable security deposit of \$150.00, and the completed Rental Agreement are required to be submitted to the management company at least three weeks prior to the date of the reservation. Checks are to be made payable to Hearthstone Condominium Association.
8. Unit owners and Occupants reserving the Community Center are responsible for restoring it to a clean and orderly condition, and are liable for any damage. Such restoration must be completed by 10:00 am of the day following the rental or prior to the next scheduled event, whichever first occurs. If the facility is returned to a clean, orderly and proper condition, the security deposit check will be returned following the inspection. The Occupant who reserved the Community Center will be notified immediately of any condition which would result in the deposit not being returned.
9. One or both parents must be present at all times for any use of the Community facilities by persons under the age of 21. A parent is a Unit owner or Occupant in Hearthstone must sign any reservation for the use of the Community Center by persons under the age of 21.
10. ALL parties must end by 12:00 am. You are permitted to stay and clean-up until 1:00 am.
11. No person in wet bathing attire is permitted in the Community Center except in the restroom area.
12. Grilling for parties in the Common Elements of the Community Center facility is prohibited.
13. The capacity for the Community Center is limited to 63 people and no function will be permitted for larger groups.
14. The following cleanup guidelines should be followed when finished with the use of the Center:
 - A. Clean all tabletops, bar top, counter sink and top, restroom sinks and mirrors, tables and chairs.
 - B. Clean crumbs and other droppings off of the furniture.
 - C. Run sweeper on all carpeting, including mats.
 - D. Relocate any moved furniture to its original placement.

- E. Sweep and mop all uncarpeted floors.
 - F. Empty all trash and replace the bag (provided by user). Remove all trash, garbage and food to the dumpsters throughout the community. **DO NOT LEAVE YOUR TRASH IN THE COMMUNITY CENTER.** You will be charged \$25.00 per bag for the removal.
 - G. If the kitchen facilities are used, clean the appliance surfaces, counter tops, and sinks.
 - H. Turn off all lights before leaving the Community Center.
 - I. Lock all doors upon leaving the Community Center.
15. (Renters) must furnish equipment and supplies such as silverware, plates, cups, glasses and cleanup materials, including a vacuum cleaner.
 16. In consideration of other Occupants, please refrain from playing loud music. Close your party by 12:00am.
 17. Smoking is not allowed inside the Community Center. The renter is responsible to make sure guests smoke outside of the Community Center and that all cigarette butts are disposed of properly.
 18. Rental of Community Center does not include use of the pool

Parking & Vehicles

Owners are to inform their Occupants of the vehicle and parking policy. All Occupants are to inform their guest(s) of the vehicle and parking policy.

1. Carports are owned by individual units. Therefore, they are available for the sole use of that unit.
2. No parking behind carports.
3. No parking on the grass or sidewalks.
4. No parking in fire lanes (all curb areas). These areas are not marked.
5. Inoperable vehicles or vehicles without a current license plate registration are not permitted at Hearthstone.
6. No vehicles can be stored on the property. Storage is defined as a vehicle, which is not driven for a period of 14 days, even if properly licensed and operable.
7. Vehicles are not to exceed the length of the designated parking spaces or block sidewalks.
8. It is not permitted to disassemble, paint or repair vehicles on the property, even in the carports.
9. Vehicle owners will be responsible for any damage to the asphalt caused by their vehicle.
10. No bots, trailers, recreational vehicles, or commercial vehicles are permitted to be parked or stored on the condominium property. Service and delivery vehicles are considered guests.
11. Vehicles must be reasonably maintained to the vehicles original condition.
12. Due to limited parking each unit has one, assigned parking. The Board of Directors and Management has a copy of master list.

Any violation of this policy may result in the towing of the offending vehicle(s) at the owner's expense. The Association assumes no responsibility for towing costs and/or damages resulting from towing.

SPEED LIMIT IS 20 MPH.

Pets

All pets must be registered with the Hearthstone Condominium Association.

Pet owners are responsible for promptly cleaning up after their animals. The Condominium Common Elements are for the enjoyment of all Occupants. These areas cannot be fully utilized if animal waster is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions of the Association.

1. The limit is two (2) pets per household. Pets are not permitted to be bred or maintained for commercial purposes.
2. All pets must be on a leash no longer than 8ft. in length at all times in the Common Element and controlled by a responsible person.
3. Patio areas must be kept clean and free of pet waste at all times.
4. Owners will be assessed the cost for grounds maintenance people to clean up after their pets.
5. Owners with tenants living in their unit that own pets, will be assessed the damages if the tenant's pet causes damage to the Common Element or the Limited Common Element.
6. **Animal waste must be cleaned up immediately** (pet cleanup stations are on property)
7. Pets may not be tethered inside the patio or on the balcony without supervision.
8. Pets may not be left unattended on the patio or balcony.
9. No pets shall be tethered outside in the lawn or Common Element, nor shall any pet be tied to any patio fence.
10. No animal pens or houses are permitted on patios.
11. No pets are permitted in the Community Center, swimming pool area or tennis courts.
12. Cats are not permitted to roam the property.

Off-site owners who permit pets are required to notify their Occupants of the pet rules and make the rules a part of the lease agreement. The lease must be on file the management company.

Condominium Unit owners may be assessed for violation of the above policies.

HEARTHSTONE RESIDENT COMPLAINT FORM

Date filed: _____

Unit Owner being complained about: _____

Address: _____

Date and Time issue occurred: _____

VIOLATION OF WHAT RULE IN THE DECLARATION OR HANDBOOK:

Please explain the issue/problem: _____

What have you done to resolve this problem? _____

What is your recommendation for a solution? _____

UNIT OWNER FILING COMPLAINT: (Must be filled out and signed)

Name: _____ Date: _____

Address: _____

Phone (H): _____ (C) _____

Signature: _____

Please remit to: Patterson Merkle Management, LLC
4900 Reed Rd., Ste 230
Columbus, OH 43220
Questions (614) 235-1187 Fax (614)459-8851

HEARTHSTONE UNIT OWNER / RESIDENT CONTACT INFORMATION

Ohio Law 5311.09 (A) (2) states the homeowner's obligation to provide ownership and occupancy information. We are providing this form to assist you in fulfilling this obligation. Please provide the information requested and return to:

Patterson Merkle Management, LLC
4900 Reed Rd., Ste 230
Columbus, OH 43220
Fax 614-459-8851 email: pma2977@yahoo.com

Condominium Address: _____
Owner Occupied / Rental / Second Home (please circle one)

PRIMARY OWNER INFORMATION – PLEASE SPECIFY IF THE PERSON FILLING OUT THIS FORM IS AN OWNER OR RENTER (circle one)

Last Name: _____ First Name: _____ M.I. _____

Home Mailing Address: _____

Home Phone: _____ Cell Phone: _____

Email address: _____

CO-OWNER INFORMATION

Last Name: _____ First Name: _____ M.I. _____

Home Mailing Address: _____

Home Phone: _____ Cell Phone: _____

Email address: _____

EMERGENCY CONTACT PERSON

Name: _____ Phone: _____
Cell / Work / Home (circle one)

Type of Pet(s): (Please include color, approx. weight, name)

Vehicle information: (Please include make, model, year, color and license plate)

1 - _____

2 - _____

REQUEST TO SPEAK TO WITH THE BOARD

Date: _____

Name: _____

Unit Address: _____

Phone Number: _____

Email Address: _____

Please Check One: Board Meeting _____ Executive Board Meeting _____ Hearing _____

Topic: Statement of presentation you wish to make and statement of the action you wish the Board to take. Attach additional sheets if necessary.

You will be given 5 minutes to make your presentation and are permitted to bring one guest with you to assist in your presentation. All parties retain the right to provide rebuttal evidence and/or cross-examine witnesses based on any claims made. Please note that if you are scheduling a hearing, you will not be granted a continuance if you do not attend the hearing. This form must be returned to the Association Manager along with at least **three possible schedule dates for the hearing you are requesting**. Once this form is submitted, Patterson Merkle Management will contact you with the hearing date and time. Please call us at 614-235-1187 to confirm receipt of this form.

Signature: _____

PLEASE REMIT TO:
Patterson Merkle Management, LLC
ATTN: Holly McCloy
4900 Reed Rd., Ste 230
Columbus, OH 43220
Questions? Call 614-235-1187

HEARTHSTONE COMMUNITY CENTER RENTAL AGREEMENT

Rental of the community Center at Hearthstone will be according to the following Guidelines:

1. There will be a \$50.00 non-refundable charge for the use of the Community Center, along with a deposit of \$150.00. This is required at least one (1) week prior to a scheduled event.
 - a. The \$50.00 and \$150.00 deposit must be submitted as separate checks, payable to the Hearthstone Condominium Association, at least (1) week prior to the scheduled date of use. Your deposit check will be held and returned to you if there are no problems with the Community Center.
 - b. The \$50.00 charge includes clean-up of the Community Center, however, if any items are broken, damaged, or stolen, any excessive clean-up is required, or any carpet or furniture needs cleaned, the cost will be deducted from the \$150.00 deposit.
 - c. The responsible party must remove all food, alcohol, and/or kegs from the premises by 12:00 a.m. The Association will not be responsible for these items.
 - d. Following the scheduled date of use, the Community Center will be inspected by the Association Manager or representative of the Association.
 - e. All monies necessary to restore the facility to its exact condition prior to the scheduled date of use that exceed the \$150.00 deposit will be paid by the responsible part no later than one week after the date of use.
 - f. The deposit, less any deductions, will be issued and sent to the homeowner the week following the event.
2. The community Center may **only** be rented by a member of Hearthstone Condominium Association.
3. Activities in the Community Center must end no later than 12:00 a.m. **FAILURE TO COMPLY WILL RESULT IN LOSS OF DEPOSIT** as follows:
 - a. **Responsible party will be charged \$100.00 if any persons from the scheduled event fails to leave the premises by 12:00 a.m.**
 - b. Clean-up till 1:00 a.m. permitted at no charge
4. All rules of the community Center must be observed at all times. Rental of the Community Center **DOES NOT INCLUDE USE OF THE POOL** and no persons from the scheduled event will be permitted to use the pool. No underage drinking, illegal drugs/substances, etc. will be permitted. Failure to comply will be cause for police enforcement and loss of deposit.
5. There is no current requirement for an attendant to be present during the party, however, the renting homeowner will be responsible for all guests' behavior during the event. All guests are subject to the rules and regulations of the Hearthstone Condominium Association (including but not limited to noise, parking, use of Common Elements). A guest code for the lock to the Community Center will be entrusted to the renting homeowner. This code is changed out after every event per the management company.
6. The Hearthstone Condominium Association will **not** be held responsible for injuries that occur before, during or after the event, or as a direct result of the use of the Community Center, pool or any other facilities of Hearthstone.
7. The Representative of the Hearthstone Condominium Association reserves the right to cancel or alter this agreement at any time with renting homeowner's prior knowledge.

**HEARTHSTONE
COMMUNITY CENTER RENTAL AGREEMENT**

Association Member: _____ Rental Date: _____
(Responsible Party)

Unit Address: _____ Time of Event: _____

of Guests: _____ (63 max)

Phone (H): _____ (W) _____ (C) _____

Rental Charge: _____ Deposit: _____

Received By: _____ Date: _____

**THE UNDERSIGNED UNDERSTANDS AND AGREES TO THE ATTACHED
CONDITIONS.**

Association Member (Responsible Party): _____
Signature

Association Representative: _____
Signature

Patterson Merkle Management, LLC
4900 Reed Rd., Ste 230
Columbus, OH 43220
Questions? Call 614-235-1187
Fax 614-459-8851 email: pma2977@yahoo.com