

# HENDEREED VILLAGE CONDOMINIUM ASSOCIATION HANDBOOK OF RULES AND REGULATIONS

As adopted by the Board of Trustees  
Revised - October 2021

## PURPOSE

The purpose of this Handbook of Rules and Regulations of Hendered Village Condominium Association (“Association”) is to provide a quick reference source for Members of the Association. This Handbook contains rules which have been established by the Association’s Board of Trustees pursuant to the framework of the Declaration and By-Laws for Hendered Village Condominium and applicable law to allow the occupants of the condominium community to live in an environment acceptable and beneficial for all. This Handbook is not a substitute for the Declaration and By-Laws, which should be read and understood by every Member of the Association.

## ENFORCEMENT AND PROCEDURES

It is the responsibility of each resident and owner to know and abide by all rules and restrictions in place at the Hendered Village Condominium. The Board of Trustees may take action as authorized by and in accordance with the procedures prescribed by the Declaration and By-Laws and Ohio law to enforce all such rules and restrictions. Unit owners may bring violations to the attention of the Board of Trustees by submitting a written complaint to the Management Company. Unit owners will be provided with notice of any alleged violations prior to the imposition of any fine.

**HENDEREED VILLAGE CONDOMINIUM ASSOCIATION  
HANDBOOK OF RULES AND REGULATIONS**

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## I. GENERAL RULES OF CONDUCT

### A. PETS, ANIMALS, LIVESTOCK

1. Unit owners may maintain a maximum of two (2) household domestic pets in their unit. Livestock, poultry, reptiles, or any animals maintained for commercial purposes may not be kept in any Unit or on the Common Areas.
2. Pets are not permitted in the Common Areas except on a leash (not longer than 10 feet in length) maintained by a responsible person physically able to control the pet.
3. Pet owners are responsible for removing animal waste immediately from all Common and Limited Common Areas, including front and back patios.
4. Pet owners are responsible for any damage done by their pets to the Common Areas or to other Units. Any such damage should be reported to the Management Company immediately and must be repaired within fifteen (15) days. Should an owner fail to make required repairs, the Board of Trustees will cause the services to be performed at the expense of the Unit owner.
5. Pet owners are required to take whatever action is necessary to prevent their pets from creating a nuisance or disturbing other residents. In particular, continuous animal noises, whether in the Common Areas or within Units, or patios, will not be permitted.
6. The Board of Trustees reserves the authority to terminate the right of any occupant to maintain an animal in a Unit in the event that it determines that maintenance of the animal constitutes a nuisance.

If you are aware of anyone violating the rules above, please send a written complaint to the Management Company. If you are hesitant to become involved (due to relations with your neighbors, etc.), you can anonymously report the Unit address, type and description of pet, description of owner and the time of day the violation usually occurs. This will be helpful in trying to locate those responsible.

### B. REFUSE

No Unit, Common Areas, or Limited Common Areas shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or stored upon Common Areas or Limited Common Areas. All trash, garbage or other waste shall be disposed of in garbage dumpsters provided by the Association. If disposing of large items, please call bulk pickup at (614) 645-3111 and ensure access to the dumpster is maintained.

### C. NUISANCES

No noxious or offensive behavior shall be carried on in any Unit or upon the Common Area or Limited Common Areas, nor shall anything be done thereon which may become

an annoyance, fire hazard or nuisance to the neighborhood. Report offenses to the Management Company immediately.

#### D. COMMERCIAL ACTIVITIES

Unit owners are permitted to maintain a secondary home office and/or a professional library, so long as there is no nuisance or disturbance created (including but not limited to employees, customers or invitees coming to the Unit). No other commercial activities are permitted to take place in any Unit. Any occupant who wishes to use the Common Areas for any commercial purpose must submit a request to the Board of Trustees in advance for approval. Commercial activities that will disturb the general atmosphere of the community will not be permitted. If you are unsure whether an activity is permitted or not, you should request approval in order to ensure compliance.

#### E. COMMON AREAS

Except as otherwise provided, the Common Areas shall be used exclusively for the use, benefit and enjoyment of Unit owners and for the purpose and in the manner in which such areas and facilities are intended to be used. In addition:

1. Unit owners are responsible for any maintenance and repair resulting from damage to the Common Areas caused by the negligent or intentional act of the Unit owner or their tenants, guests, invitees, or animals.
2. Use of the sidewalks shall be limited to pedestrian traffic.
3. Unit owners and tenants shall be responsible for keeping Common Areas clear of all personal articles.
4. Except for maintenance purposes, no person shall be permitted to hang or to climb on, or otherwise jeopardize lamp posts, trees, shrubbery, parked vehicles, fences or other structures.
5. The Common Areas are not to be used as a facility for activities which may be detrimental to lawn, trees, shrubs, streets, sidewalks or nearby structures.
6. For the safety of all residents, all personal property must be removed from the Common Areas by dark each evening. It is the responsibility of each resident to see that this is done.
7. All motorized vehicles must be used in the areas designed for passenger vehicles.

#### F. COMMUNICATION WITH CONTRACTORS

Contractors performing services on the Common Areas are acting at the direction of the Board of Trustees and under the supervision of the Property Manager for the benefit of the Association as a whole. Unit owners should not distract or impede contractors and any communication regarding their work should be forwarded to the Management

Company. The Manager will then address any complaints or issues with the Contractor directly.

## G. TENANTS

Unit owners are responsible for ensuring that their tenants and guests abide by all restrictions in the Declaration and all Rules and Regulations of Hendered Village. The Unit owner is responsible for any fines or other charges levied against the Unit for actions of their tenants or guests. If the fines or other charges levied are not paid, a lien may be filed against the Unit.

## H. HOARDING

Any unit containing an inordinate accumulation of possessions or debris which endangers the health or safety of the unit owner and/or any occupants of the unit and/or any occupants of any other unit, or of the common elements, or which do not permit living areas to be used as intended, the unit owner will be given written 48 (forty eight) hour notice of the association's intent to enter and inspect unit.

If, at the inspection, it is determined by the Board of Directors or any government agency that the condition of the unit does endanger the health or safety of the unit owner and/or any occupants, or the occupants of any other unit, or the common elements or does not permit living areas to be used as intended condition, the following actions may be taken:

The owner will be required to clean, remove debris, and exterminate the unit within a reasonable amount of time. The reasonableness of the time allowed will be determined by the Board of Directors or any government agency (if any).

If it is determined that the condition of the unit is so severe that it requires immediate action to remedy, the owner will be required to start removing possessions and debris immediately and complete all activities necessary to clean, remove debris, and exterminate the unit within 7 (seven) days. Should the unit owner fail to do so the association will complete the cleaning, removal of debris or possessions and exterminate the unit and charge all costs related to these activities to the unit owner.

The board shall have the right to periodically inspect the unit after it has been cleaned and exterminated. Prior to each periodic inspection, the board will provide the unit owner with 48 hour written notice.

Should the Unit Owner fail to respond or interfere in any way with the Association's actions to remedy the dangerous health and safety condition of their Unit, the Association will exercise all rights as stated in the Declarations and Bylaws and pursuant to Ohio law. The Association will also report the situation to all appropriate governmental authorities, as well as, take all legal action available and charge all costs related to these activities to the unit owner.

## II. CLUBHOUSE

We take pride in presenting our residents with a beautiful Clubhouse in which to relax and enjoy activities with their neighbors, friends, and guests. The Clubhouse is available for private parties to Unit owners of Hendered Village on a reserved basis as determined by the Management Company. A security deposit of \$150.00 is required, which will be returned if all areas are returned clean and in satisfactory condition with no damage. Reservations must be made by contacting the Management Company. A nonrefundable rental fee of \$50.00 is required.

The following administrative rules, as well as the supplemental Rules and Regulations regarding conduct in the use of the facility, shall be applicable with respect to the Clubhouse.

All Rules and Regulations for the Clubhouse are to be enforced by the Board of Trustees through the Management Company. Violations shall be reported to the Management Company in writing to be reviewed, and a determination will be made by the Board of Trustees as to whether any enforcement action will be taken.

- A. The Management Company will establish and maintain the Clubhouse calendar. Association functions hold priority over all other functions and shall be entered on the Clubhouse calendar as soon as the need is determined. Unit owners may use the Clubhouse on dates when no Association event is scheduled. All advanced reservations are subject to the approval of the Management Company, which is authorized by the Board of Trustees to exercise discretionary control over all reservations. Abusive or excessive uses of the Clubhouse, in the opinion of the Management Company or Board of Trustees, will not be permitted.
- B. Requests to reserve the Clubhouse should be made by contacting the Management Company. This reservation is for the Clubhouse only; the swimming pool or pool area may not be reserved. The Management Company will make arrangements with the reserving party to provide access to the Clubhouse on the day of their event. A signed Clubhouse Reservation Form must be submitted to the Management Company with the deposit before the reservation will be considered final. The security deposit and rental fee must be paid no less than forty-eight (48) hours prior to the scheduled event before access can be obtained from the Management Company.
- C. Reservations are made for social functions only, except for Hendered Village Association matters. A Unit owner reserving the Clubhouse does so with the understanding that he/she is responsible for said function and shall accept all liability associated therewith, including but not limited to any damages to the clubhouse or common element property. Unit owners must not be delinquent in any obligation to the Association in order to reserve the Clubhouse- which shall mean that they do not owe any assessment or other charge which is more than thirty (30) days past due.
- D. Unit owners reserving the Clubhouse are responsible for restoring it to a clean and orderly condition, and are liable for any damages to furnishings and equipment. Such restoration must be completed by midnight of the day of rental. Any damage or required maintenance should be reported to the Management Company immediately. If the

rooms are returned in an undamaged, clean and orderly condition, the security deposit will be returned within five (5) business days after the use of the facility. The Unit owner will be promptly notified of any damage discovered which results in the deposit not being returned. The Unit owner is also responsible for any damages over the amount of the security deposit.

- E. When not in use, all entrances to the Clubhouse shall be locked. It is the responsibility of the Unit owner reserving the facility to see that the entrances are secured following their use.
- F. The Unit owner/tenant renting the Clubhouse must be present at all times during the rental period.
- G. Due to the size of the Clubhouse facilities, the number of people must be limited to no more than sixty (60).
- H. Supplemental Clubhouse Rules and Regulations

These Clubhouse Rules and Regulations are established to permit any resident of Hendered Village to enjoy the various activities offered without infringement upon the privileges of other residents and their guests. Notice of these Rules and Regulations are posted in the Clubhouse and this shall be considered sufficient notice of the same to all residents, guests, and friends.

1. RENTAL OF THE CLUBHOUSE DOES NOT INCLUDE USE OF THE POOL OR POOL AREA.
2. Residents of Hendered Village are completely responsible for their guests at all times.
3. The Board of Trustees, through the Management Company, reserves the right to reject, refuse, or deny the use of, or entry into the building or grounds to any person(s) at any time.
4. The personal conduct of all people will be that which is considerate of others at all times.
5. No pets or animals of any kind are permitted in the Clubhouse area at any time.
6. Bathing suits and swimming attire are not permitted inside the Clubhouse at any time.
7. Profanity, lewd, or otherwise foul language is strictly prohibited.
8. Fireworks are not permitted. This includes not only interior but also exterior grounds.
9. No loud, boisterous noises, shouting, argumentative or other obnoxious behavior will be permitted at any time.



10. The Association or Management Company shall not be responsible for any articles, personal or otherwise, which are lost, stolen, or missed by any resident, guest, or friend.
11. The Rules and Regulations are subject to change or alteration without prior notice at any time at the sole discretion of the Board of Trustees. Interpretation and/or definition of the Rules and Regulations will be strictly that of the Board.
12. Violation of any of the above Rules and Regulations may result in an enforcement action by the Board of Trustees, including, but not limited to, the imposition of a fine and/or restrictions to future access to the amenities.
13. These Rules and Regulations shall apply to all Clubhouse rentals and are subject to the rental agreement as presented by the Management Company.

### III. SWIMMING POOL

Opening and closing of the pool generally occur within May and September, respectively, however may fluctuate due to various factors (e.g. weather). The pool may be closed by the Board of Trustees or Management Company because of maintenance, safety, public health crisis, weather or any other reason at any time.

Pool hours will be from 9:00 AM to 9:00 PM Sunday through Thursday and 9:00 AM to 10:00 PM Friday and Saturday. The use of the pool after closing is strictly prohibited. The charge for replacing an electronic pool gate fob is \$30.

The pool is for the exclusive use of residents only. Guests are permitted when space allows and the Board and Manager have the discretion to limit the number of persons at the pool. Safety is of the utmost importance and must be practiced by all. There is no lifeguard on duty and everyone uses the pool at their own risk. Neither the Association nor the Management are responsible for any accidents, however, all injuries should be reported to the Management Company.

Pool furniture is not to be removed from the pool area. Any stolen or damaged property will be subject to criminal prosecution.

The Management Company may require any person who violates the rules to leave the pool area immediately. Anyone who is not a resident or the guest of a resident will be asked to leave.

#### A. POOL RULES

1. ABSOLUTELY NO GLASS of any kind is permitted inside the pool fence.
2. Persons who are incontinent shall use appropriate swimming attire to prevent contamination of the pool water.

3. Children 14 years of age and under must be accompanied by an adult 18 years or older.
4. No objects 12" or smaller in the pool as they can clog the filters.
5. Do not prop pool gates open; they must be kept closed at all times.
6. For your own safety, do not swim alone.
7. All people in the water must be wearing appropriate swim attire, no cut offs or street clothes are permitted.
8. Food may be eaten at the tables at each end of the pool and at the lounges, not by or in the pool. Place trash in the receptacles provided.
9. Alcoholic beverages are permitted in the pool area by adults 21 years or older. Intoxicated persons will be denied entrance or asked to leave the pool.
10. No pets are permitted inside the pool fence.
11. Smoking is not allowed inside the pool fence.
12. Persons suffering communicable illnesses, skin diseases, eye, ear, nose or throat infections are prohibited from using the pool.

Any person failing to comply with the above Rules and Regulations set forth by the Management or Board of Trustees or are behind on their condo fees, will have their pool and Clubhouse privileges revoked.

The Rules are subject to change by the Board of Trustees without notice.

#### IV. ARCHITECTURAL CONTROL

No Unit owner or tenant of a Unit owner shall make any structural alteration, addition or improvement to a Unit without prior written approval of the Board.

The following are included as an illustration only of changes that require prior approval: exterior doors (front and patio), storm and screen doors, replacement windows, storm windows, shutters, awnings, painting, mailboxes, light fixtures and door knockers. At present no shutters are approved.

- A. Any additions to the parent structure shall be prohibited.
- B. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors.
- C. No structures such as dog houses, storage sheds, etc., shall be constructed on any Common Areas or Limited Common Areas.

- D. Plastic weather domes for basement window wells may be installed at the owner's expense. The dome must be constructed of transparent plastic and shall be maintained by the Unit owner, including regular maintenance of vegetation growing beneath the dome.
- E. All door knockers must be approved prior to installation and be constructed of brass, pewter, silver or gold. Those of tin or plastic or with a coat of paint for color are unsuitable. Peepholes are permitted.
- F. Window coverings visible from the exterior of a Unit must show a neutral color or lining.
- G. No newspapers, clothing, sheets or blankets are permitted. The Board of Trustees reserves the right to determine what is aesthetically appealing.
- H. New owners must comply with all architectural controls rules within 30 days of property transfer.
- I. Failure to follow proper application procedures may result in the owner being required to remove or replace unauthorized alterations, addition, or improvement.
- J. See Appendix A for Architectural Guidelines
- K. Application Procedure
  - 1. Written requests by Unit owners on the Architectural Improvement Application (Appendix B) or similar form shall be submitted to the Board through the Management Company.
  - 2. The form must be complete with all the details pertaining to the requested changes to be made, including sketches, drawings, pictures or samples, and signed by the Unit owner prior to submitting.
  - 3. The Board's determination shall be indicated by the signature of the President of the Board or such other persons acting at the direction of the President.

Unit owners who plan to make any additions or changes must submit an application form in all cases including cases in which particular item has been approved generally for use.

## V. VEHICLES AND PARKING

The following rules shall apply with respect to all vehicles within Hendered Village (persons also should consult the Association Declarations and By-Laws, Article III, Section 2, Restrictions). Appropriate signs warn residents and visitors of towing violations of the rules stated below.

- A. The Association has permanently assigned one **parking space** in the Common Area (parking bay) **for each Unit** in the Condominium. All Units with more than one vehicle must park extra vehicle(s) on a first-come first-served basis in non-assigned spaces. Should it become necessary, the Association will identify vehicles of residents by issuing parking stickers. Stickers, if assigned to Units, must be used and displayed as instructed.
- B. Vehicles can be towed for any of the following reasons, but not limited to (statements apply to both assigned or unassigned spaces):
1. Improperly parked in another Unit's assigned spot
  2. If parked in an unassigned space for more than fourteen (14) consecutive days
  3. Unlicensed or expired tags
  4. Inoperable vehicle left for longer than forty-eight (48) hours
  5. Left abandoned
  6. Impede progress on the streets or block other vehicles from assigned parking areas
  7. Parked in a way that endangers the safety of others
  8. Parked in an unmarked space or on yellow-curbed areas
  9. Vehicles will be towed at the owner's expense as posted at both entrances to Hendered Village. In addition to towing and impoundment, other enforcement action could be taken by the Board of Trustees at its discretion.
  10. Shamrock Towing must be contacted by Management for the removal of any vehicles. Contact Patterson Merkle during business hours at (614) 235-1187 or utilize the After Hours Maintenance line after business hours at (614)221-7985.
- C. Campers, trailers, boats and recreational vehicles may not be parked on Condominium property. No truck, van for commercial type vehicles larger than a passenger van or standard 3/4-ton pickup truck shall be parked on any Hendered Village common or limited common property overnight. Owner or driver shall provide proof of maximum gross vehicle weight rating (GVWR) if requested by the Board or Management. Special permission to temporarily park vehicles not permitted by this rule may be granted by calling the Management Company (not to exceed 48 hours).
- D. Vehicle repairs are not permitted in any Common Area, except in an emergency situation such as changing a flat tire or charging a battery.
- E. Vehicles are restricted to speeds of 10 miles per hour. Racing, reckless operation or driving up and down the street is prohibited.
- F. Bicycles and all motorized vehicles, including motorcycles, shall be operated only in the same areas as are commonly used for passenger vehicles.

## VI. LANDSCAPING

### A. PATIOS (Limited Common Areas)

In selecting a spot to plant items on your patio (Limited Common Area), consider the item's mature size and whether it will encroach on your neighbor's patio, clog the downspout or sump pump drain or interfere with shed or fence structures. Owner is responsible for the removal or replacement of plantings when repair or maintenance is needed to the sheds or fences.

1. No plants, shrubs or vines will be permitted to grow on the buildings, fences or sheds.
2. Trees
  - a. A tree is permitted in the patio (Limited Common Area). Unit owners are responsible for ensuring trees stay under 20 feet tall, which is the approximate height of the upper gutter at the roof line.
  - b. Any trees must be disease and insect resistant, and not have an offensive odor or thorns. Also, trees which have any type of fruit or seeds which would fall outside the patio or on your neighbor's patio are not allowed.
  - c. Silver maples are forbidden due to their size at maturity and problems caused by their roots to drains, concrete, etc.
  - d. Shade trees are not recommended as, by nature, their growth exceeds the 20-foot limit. Consider ornamental trees such as dogwood, magnolia, aristocrat pear, or evergreens which are specially designed for limited growth potential such as miniature spruce, yews, etc.

### B. AREAS OTHER THAN PATIOS

1. The Unit owner/resident is permitted to personally plant the area with ornamentals between the building and the sidewalk in the front of each Unit. When planted, it is expected that the Unit owner/resident will maintain the area as far as weeding, re-mulching after planting (hardwood mulch only), watering and general plant and edging material maintenance. The landscape contractor will spread a layer of mulch on these areas each Spring.
2. Shrubs planted in the soil area between the building and the sidewalk are the responsibility of the Unit owners to prune and maintain. Inappropriate shrubs may have to be removed. If you are not physically able to do this maintenance, notify the Board of Trustees.

3. Planting by residents in any other Common Area (these areas include centers of Courtyards, ends of buildings, outside patio fence, etc.) is not permitted without approval of the Landscape Committee and/or Board of Trustees.
4. Each Unit owner is responsible for notifying the Management Company if they DO NOT wish to maintain their front area and the landscape contractor will monitor the plantings in that area. See Appendix C for Landscape Maintenance Form.
5. The landscape contractor will not mow an area that has an excess of dog waste. When an area is missed, the landscape company will report to the Management Company to explain the reason why the area has been missed.
6. Animals are not to be tied to shrubs or trees or pegged in the grass (see Section III - Pets, Animals, Livestock section - animals in the common areas are to be on a leash and maintained by a responsible person). Any damage to the beds or plant material will be the responsibility of the Unit owner to repair.

## VII. LIMITED COMMON AREAS

### A. SATELLITE DISHES

1. Satellite TV dishes may be installed in the patio area (Limited Common Area). A dish may not be mounted to building walls, roof, patio fence or shed.
2. Dish cannot exceed one meter in size and Association recommends using a dish as small as possible for aesthetic and architectural reasons. Association reserves the right to ask that dish and mounting post be painted if color does not meet current guidelines.
3. Guidelines for installation of the dish:
  - a. Dish must be mounted on a post within the inside boundaries of the patio fence.
  - b. A dish may not be mounted to building walls, roof, patio fence or shed.
  - c. Do not bore holes in building walls to run cable from dish to interior of Unit. Please use existing holes such as the air conditioner line and dryer vent. Cable may not be installed on the exterior of the building above the height of the fence.
  - d. Mount the dish in the corner of the patio and as low as possible to receive the satellite signal.

4. If installation requires the dish to extend beyond the height of the fence, the post must be mounted in a concrete foundation and written approval of the installation plan must be obtained from the Board. Send a proposal to the Management Company and they will contact the Board of Trustees.
5. The method and manner of installation must be secure to avoid any risk of injury to persons or property. Owner liable for any and all claims resulting from dish falling on persons, buildings, fences, etc. (owner responsible for tenant). Owner also responsible for any maintenance issues resulting from the dish.

**B. FIRE PITS/SMOKERS**

Fire pits/smokers are not permitted.

- C. Owners are required to keep Limited Common Areas maintained and free of debris. Owners are permitted to keep trash and compost on their patios as long as it is kept in a closed container.

## VIII. PAYMENT OF ASSESSMENTS

The Association is permitted to charge operating assessments, special assessments, and special individual unit assessments. The operating assessments are paid in equal monthly installments (“monthly installments”). The monthly installments are due on the first (1<sup>st</sup>) of each month. Monthly installments are considered late if not received within ten (10) days after the due date (the 11<sup>th</sup> day or thereafter each month). If a special assessment or special individual unit assessment is levied, the Board will determine the due date and unless stated otherwise, the assessment will be due within ten (10) days of the date a notice of the assessment is sent to the Owner(s).

- A. An administrative late fee of **\$25.00** per month shall be assessed for any late payment or any unpaid monthly installment of an assessment due the Association. The Board reserves the right to increase the late fee from time to time. An NSF fee of **\$30.00** (or the actual amount the bank charges the Association if not \$30.00) shall be charged to the Owner’s account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner’s account.
- B. The Association’s attorney shall send a demand letter to any Owner who is more than **60** days in arrears, with the costs of the letter to be added to the Owner’s account.
- C. The Association’s attorney shall prepare and file a lien against any Owner who is more than **90** days in arrears. All costs related to the preparation, filing, and recording of the lien will be charged to the Owner’s account. The Association’s attorney shall file a lien release upon full payment of any past due balance owed, and all costs related to the preparation, filing, and recording of the lien release will be charged to the Owner, if a lien has been filed for an unpaid balance.
- D. All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the

delinquent Owner's account and made a part of the unpaid balance owed to the Association.

- E. The Association's attorney shall prepare and file foreclosure, with the Board's authorization, against any Owner that is delinquent in the payment of any assessments and related charges by more than **\$1,200.00**, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
- F. The Association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization, in any foreclosure initiated by the owner's lender or another lien holder. The Association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
- G. At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.
- H. This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.
- I. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.
- J. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.
- K. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.
- L. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.
- M. The Board will suspend the voting rights and use of recreational amenities of any Owner more than **30** days delinquent in the payment of assessments until such time as the account is paid in full. The suspension of use of recreational amenities will extend to all occupants of the Unit owned by the delinquent Owner.

## IX. ENFORCEMENT PROCEDURES

Enforcement Assessments ("fines") for noncompliance with the rules or any provisions of the Declaration and Bylaws, will be levied according to the following schedule after the initial warning letter has been sent to the Unit owner (and occupants of the Unit - if the Unit is not owner occupied) and if appropriate for a time to cure, the time to cure (if applicable) has expired:



**First Offense After Warning Letter- \$50.00**

**Second Offense- \$75.00**

**Third Offense- \$100.00**

**Fourth Offense-\$150.00**

Subsequent offenses for the same violation may result in legal action to enforce the Association's rules and regulations or provisions of the Declaration and Bylaws, including any amendments of the Declaration and Bylaws.

The Unit owner will be financially responsible for any violations committed by occupants of the Unit or guests associated with the Unit.

The following procedures will be followed by the Board and Manager related to enforcement and levying enforcement assessments for violations of the rules and regulations or Declaration and Bylaws:

1. A warning letter will be sent to the Unit owner (and tenant if the Unit is not owner occupied) with written notification of the violation and if a time to cure is appropriate, a reasonable time to cure will be stated.
2. If the violation is not cured after the warning letter, or the violation occurs again after the warning letter, a notice will be sent to the Unit owner with the amount of the proposed enforcement assessment, an opportunity for a hearing with the Board within 14 days from the date of the written notice, and a statement of how the Unit owner can request a hearing with the Board.

Enforcement assessments will be levied pursuant to the schedule above after the following statutory procedures have been followed:

1. A written notice of the description of the violation (or property damage), the amount of the proposed charge/assessment, a statement that the owner has a right to a hearing before the Board to dispute the assessment/charge, a statement informing the Unit owner how to request a hearing with the board, and a reasonable date (if any) by which the violation must be cured.
2. The Unit owner must request a hearing IN WRITING no later than 14 days after the date of the written violation notice sent to the Unit owner, and if the Unit owner fails to timely request a hearing in writing, the Unit owner will have waived his or her right to a hearing and the Board will immediately impose the assessment/charge to the Unit owner's account.
3. If a Unit owner timely requests a hearing with the Board to dispute the assessment/charge, the Board must provide written notice to the Unit owner of the time, date, and location of the hearing at least 7 days before the hearing.
4. If a hearing is held to dispute the assessment/charge, the Unit owner may provide any information to the Board he or she feels necessary to provide related to the violation and the Board will then provide the Unit owner with a written decision regarding the assessment/charge no later than 30 days after the hearing has been held.

5. **All notices regarding the enforcement policy will be sent by regular or certified U.S. Mail to the home address and/or mailing address of the Unit owner (including the tenants if the Unit is not Owner occupied).**
6. The Board has the authority, by a majority vote of the Directors, to revise the amount of the enforcement assessments from time to time.
7. The Board has the right to adjourn a hearing if the Unit owner and/or tenants of the Unit attending a hearing with their respective legal counsel and the Board was not notified of the legal counsel's attendance at the hearing.
8. The Board will only reschedule a hearing one time for any reason.
9. The Board has a right to suspend the Unit owner's or tenant's use of the common areas or amenities and suspend the voting rights of the Unit owner for any violation related to the Unit owners' Unit, occupants, or guests, for no more than sixty (60) days from the date of the hearing.

## X. ASSOCIATION RECORDS

As members of the Association, all Unit owners have the right to review and receive copies of the Association's books and records. That right, however, is not absolute. The Association has the right, under both the Declaration and Ohio Revised Code Section 5311.091(A), to withhold certain documents from inspection and create reasonable standards regarding inspection of its books and records, including standards governing the types of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. The Board, under this authority, adopted a Document Inspection Policy, which specifies how Unit owners should make requests for Association records, the types of documents that will be available for inspection, the types of documents that will not be available for inspection, where the records will be available for inspection, and the copying costs and Management fee that may be associated with a records request. The complete Document Inspection Policy is attached to these Rules and Regulations.

Although all Unit owners are encouraged to read the attached Document Inspection Policy, here is a summary of the policy:

- The following documents **will** be made available for inspection:
  - The Association's accounting records showing the collective amount of the common assessments paid by the Association's members;
  - Monthly, yearly, and year-to-date income and expense reports and balance sheets;
  - Monthly bank statements for all accounts held in the Association's name;

- Records showing the allocation, distribution, and collection of the common profits, losses, and expenses among the Condominium's Unit owners;
  - Annual budgets adopted by the Board;
  - The names and addresses of the Unit owners and their respective undivided interests in the common elements;
  - The Declaration for the Condominium, all amendments to the Declaration, the Bylaws, the Association's Articles of Incorporation, and the Association's rules and regulations;
  - The Certificate of Insurance for the Association's insurance policies;
  - Non-confidential contracts with or reports prepared by contractors, service providers or professionals hired by the Association, including, but not limited to, reserve studies; and
  - Board-approved minutes from all regular Board meetings and all annual and special meetings of the Association
- The following documents **will not** be available for inspection unless specifically approved by the Board:
    - Minutes for Board executive session meetings;
    - Information related to Condominium property-related personnel matters;
    - Any communication with the Association's legal counsel or the Association's attorney's work product pertaining to potential, threatened, past, or pending litigation or other Condominium property-related matters;
    - Any documents or reports by the Board or at the Board's request for potential, threatened, past, or pending litigation;
    - Information that pertains to contracts or transactions currently under negotiation, including, but not limited to, unaccepted bids and quotes from prospective contractors or other service providers;
    - Information that pertains to a contract or other agreements containing confidentiality requirements and that is subject to those requirements;
    - Information that relates to the enforcement of the Declaration and its amendments, the Bylaws, the Association's rules and regulations, and any other governing document of the Association, including enforcement and collection letters, notices, hearing notes and minutes, decisions, specific identification of Unit owners delinquent in the payment of their assessments to the Association, or any other information related to enforcement of the Association's governing documents;
    - The telephone numbers or e-mail addresses of the Association's Unit owners or their tenants on file with Management; or

- Any information the Association is prohibited to disclose pursuant to federal, state law, or local law.

To inspect and copy Association records, Unit owners must submit a written request to Management that contains all of the following: (1) the purpose or reason for the inspection; (2) the specific documents or types of documents the Unit owners wants to inspect, as well as the dates and months of those documents; (3) if a Unit owner wants copies of certain documents prepared for the inspection, the Unit owner must specify the type and dates/months of the documents to be copied; and (4) the Unit owner must agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection.

Only those documents that Management has on file pursuant to the Association's Records Retention Policy will be available for inspection and copying.

The Board reserves the right to deny the inspection of any documents until such time as the Unit owner provides a reasonable and proper purpose for the request.

Records will be available for inspection at Management's office.

The following costs will be charged for copies: (1) \$.15 per page; and (2) for more labor-intensive requests, \$50.00 per hour for Management's time.

# APPENDIX A

## HENDEREED VILLAGE CONDOMINIUM ASSOCIATION ARCHITECTURAL GUIDELINES FOR HENDEREED VILLAGE

No Unit owner or tenant of a Unit owner shall make any structural alteration, addition or improvement to a Unit without prior written approval of the Board. All exterior surfaces must be painted in the Henderreed Brown color.

### Henderreed Brown

SHERWIN-WILLIAMS 1078 04/14/15  
614-457-1247 Order# 0186590  
EXTERIOR ARCHITECTURAL  
A-100 LATEX  
GLOSS IFC 0012NP

HENDEREED TRIM  
CUST ON MANUAL MATCH

CCE#	COLORANT	OZ	32	64	128
R2-	Maroon	2	30	-	-
G2-	New Green	-	14	-	-
W1-	White	-	19	-	-
B1-	Black	-	12	1	-

(\*\* SEE PART B OF FORMULA \*\*)

HENDEREED TRIM  
CUST ON MANUAL MATCH

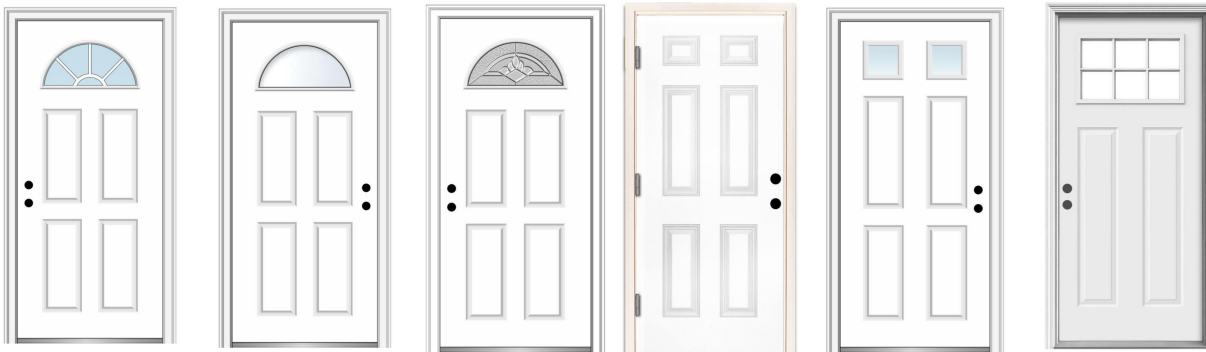
CCE#	COLORANT	OZ	32	64	128
L1-	Blue	2	36	-	-
Y3-	Deep Gold	-	17	-	-
R3-	Magenta	-	53	-	-

(\*\* SEE PART A OF FORMULA \*\*)

ONE GALLON ULTRADEEP  
A08T00154 650047301

### Front Door

- Henderreed brown exterior
- Hardware color is owner preference
- Acceptable Styles:



### Screen/Storm Door

- Henderreed brown exterior
- Hardware color is owner preference

**Patio Door**

- Hendereed brown exterior
- Sliding and french styles acceptable
- No grilles
- Hardware color is owner preference

**Windows**

- Hendereed brown exterior
- No grilles

**Patio Lights (back)**

- Black
- Not to exceed 12" H x 5" W x 5" L

**Porch Lights (front)**

Notify Management Company that item is need of replacement

**Mailboxes**

Notify Management Company that item is need of replacement

**Address Number Plaque**

Notify Management Company that item is need of replacement

**Parking Signs**

Notify Management Company that item is need of replacement

## APPENDIX B

### HENDEREED VILLAGE CONDOMINIUM ASSOCIATION ARCHITECTURAL IMPROVEMENT APPLICATION

Unit owner \_\_\_\_\_ Date \_\_\_\_\_

Address of Unit \_\_\_\_\_ Phone \_\_\_\_\_

Nature of Improvement \_\_\_\_\_

Color (if applicable) \_\_\_\_\_

Location (if applicable) \_\_\_\_\_

Dimensions (if applicable) \_\_\_\_\_

Construction Material (if applicable) \_\_\_\_\_

Contractor \_\_\_\_\_ Approx. Cost \_\_\_\_\_

(A sketch of all improvements must be attached to the application to show location and dimensions.)

Send to \_\_\_\_\_

Address \_\_\_\_\_

Date Submitted \_\_\_\_\_ Signed \_\_\_\_\_

#### For Board Use Only

Date Received \_\_\_\_\_ Inspected by \_\_\_\_\_

Inspected on \_\_\_\_\_

Approved on \_\_\_\_\_ Disapproved on \_\_\_\_\_

Reason for Disapproval \_\_\_\_\_

## APPENDIX C

### HENDEREED VILLAGE CONDOMINIUM ASSOCIATION LANDSCAPE MAINTENANCE FORM

Owner name \_\_\_\_\_

Tenant name (if applicable) \_\_\_\_\_

Unit number \_\_\_\_\_

Landscape selection for bed in front of Unit:

Landscape Company maintains \_\_\_\_\_

Owner/Tenant maintains \_\_\_\_\_



## APPENDIX D

### HENDEREED VILLAGE CONDOMINIUM ASSOCIATION DOCUMENT REQUEST FORM

Pursuant to the Document Policy adopted by the Board of Directors for Henderreed Village Condominium Association, a Unit owner requesting to inspect the Association's books and records must submit the request to the property manager in writing and at least ten (10) business days prior to the desired date of inspection. The request for inspection must do all of the following: (1) state the purpose for the inspection; (2) agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection; (3) specify the type of documents and dates/months to be inspected; and (4) if the Unit owner wants copies of certain documents prepared for the inspection, specify the type and dates/months of documents to be copied.

**\*\*Please fill out the form below and include your signature and the date you submitted the form request (Requests for documents will not be acknowledged without this form completely filled out).**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I am requesting the following documents from the condominium association:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree not to use or distribute any documents or information obtained during the inspection for any purpose other than what is stated on this form \_\_\_\_ Yes \_\_\_\_ No

I am requesting the documents described in number 1 above for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am requesting the documents described in number 1 above for the following dates:

\_\_\_\_\_

If documents are to be copied within specific dates, please provide those dates below:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Form Submitted