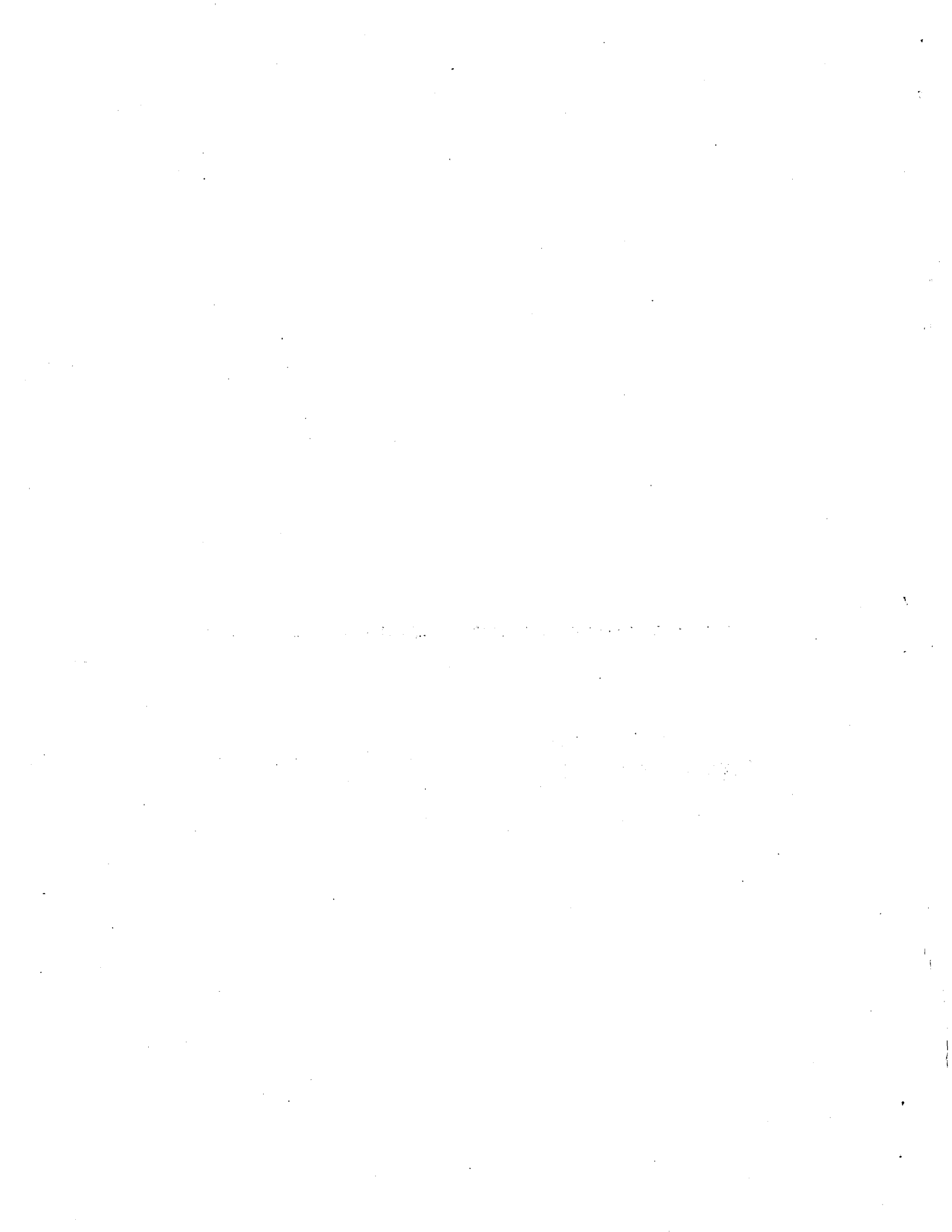


Windgate Village Condominiums
Rules & Regulations

Revised March 2011

Web Site: www.windgatevillage.org



**WINDGATE VILLAGE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
AS AMENDED MARCH 2011**

The following rules and regulations are applicable to all owners, renters and guests. Every effort has been made to ensure that these rules and regulations are in compliance with the by-laws of the Association (see section VIII); however, if there is a conflict between these rules and regulations and the by-laws of the Association, then such by-laws shall take precedence. In consideration of one another's interests and to ensure the general welfare of all, it is advisable that residents and guests be familiar with and responsible for compliance with these rules and regulations.

GENERAL RULES

The following general rules of conduct, supplementing, and in some cases repeating in full the legal restrictions of the Declarations and Bylaws, shall be **applicable to all Unit Owners and Residents:**

1. PETS, ANIMALS, AND LIVESTOCK

Pets are permitted but must be cared for in a responsible manner. One pet is permitted per unit.

- A. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or the Common Areas, except that common domestic pets such as dogs, cats or other household pets may be kept in units, provided they are not kept, bred, or maintained for commercial purpose, and are not permitted in Common Areas EXCEPT ON A LEASH (Not longer than six feet in length).
- B. A maximum of **one dog** per unit is permitted. **The weight of the dog cannot exceed 35 lbs. A maximum of two cats are permitted.** Cat litter must be bagged disposed appropriately (It is prohibited to be **flushed down toilets**, garbage disposals, or laundry sinks).
- C. Pet owners will be responsible for **removing animal waste immediately** from all Common Areas and limited Common Areas (i.e. patio/porch areas). **A fine of \$50.00 per incident will be assessed for not picking up animal waste immediately (no first warning letter).**
- D. **Pit bull owners must show proof of insurance in accordance with Ohio Revised Code 955.22E.**
- E. It is prohibited to have **pets tied outside a building.** Pets must always be on a leash and under the control of a responsible adult.
- F. Owners/Residents are responsible for noise that may disturb residents.
- G. If the Board determines that a pet constitutes a nuisance or creates a detrimental or dangerous condition for the Residents, the Board may order the owner to remove such pet from the Condominium Property; and the Board may also charge such owner any costs of repairing any damage to any Common Area or caused by the pet.
- H. Enforcement charges are detailed in section "Enforcement of By-Laws" on page 6. Exception is 1C above, no first warning.

2. NUISANCES

No noxious, offensive or illegal activity shall be carried on in any unit or upon the Common or Limited Common Areas, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Undue noise" i.e, that which can be heard within other units, will be considered a nuisance if occurring within the hours of 10:00 pm and 8:00 am, and continuing beyond 30 minutes.

3. COMMERCIAL ACTIVITIES

No commercial activities shall take place that will disturb the general atmosphere of the community. Activities that have the appearance of being commercial shall be presented to the Board of Trustees evaluated and a ruling made as to its acceptance or rejection.

4. COMMON AREAS

Except as otherwise provided, the Common Areas shall be used for the sole and exclusive use, benefit and enjoyment of unit owners for the purpose and in the manner in which such areas and facilities are ordinarily used. In addition:

- A. Unit owners are responsible for the maintenance and repair resulting from damage to the common property caused by a negligent or intentional act by the unit owner or residents of a unit or guest of any owner or resident.
- B. Use of the sidewalks shall be limited to pedestrian traffic.
- C. Unit owners shall be responsible for keeping Common Areas clear of all personal articles. It is the Residents responsibility to keep front and rear areas of unit neat and tidy.
- D. Children shall not be permitted to play, climb upon, or damage lamp posts, trees, shrubbery, parked vehicles, fences or other structures. Children must be supervised while playing in common areas.
- E. The Common Areas are not to be used as a facility for activities which may be detrimental to lawn, shrubs, trees, sidewalks, or nearby structures.
- F. For the safety of all residents, children's toys and bicycles must be removed from the Common Area by dark each evening. It is the parents' responsibility to see that this is done.
- G. Cooking grills must be placed at a minimum of 10 feet from a building when in use in accordance with Ohio Fire Code. Violations will be reported to the management company.
- H. Use of fire pits is strictly prohibited.

5. FIREARMS

Use of firearms, including BB guns, bows and arrows, slingshots or other weapons discharging a projectile is prohibited on condominium property.

6. SIGNS

No signs may be displayed to the public view except those approved by the Board. One professionally prepared sign advertising the unit for sale, lease, or rent may be placed on the interior side of a window. No political, religious, or propaganda signs are permitted.

7. LANDSCAPING

No person may remove existing trees or shrubbery without prior approval by the Board. No new shrubbery or trees may be planted without the written permission of the Board. Residents may plant flowers in the beds beside their unit. Damages to trees and shrubbery caused by a unit owner or resident may result in a special assessment by the Board to the property owner to recover costs.

8. VEHICLES – PARKING

- A. A maximum of two (2) vehicles per unit is permitted. Each unit will be assigned two (2) parking permits. The permits are to be hung from the rear view mirror of the vehicle. Vehicles without a permit are subject to towing at the owners expense (see 8 B for exception).
- B. Use of more than 2 permits per unit is prohibited. The Board may, at its discretion, grant permission to an owner to borrow a parking permit from a neighbor in cases of hardship.

- C. Parking of vehicles without a permit is approved between the hours of 9 A.M. and 5 P.M. Monday through Friday (except holidays). This will allow residents' repair men, contractors, etc. to park in Windgate Village without being towed during the above hours and days. Parking at other times is subject to towing.
- D. The parking permit tags are the property of Windgate Village. Tags cannot be duplicated or sold. Anyone found to be using a parking permit previously reported lost or stolen will be towed without warning at the owner's expense. Residents found in violation will be fined and/or denied access to parking at Windgate Village.
- E. Lost parking tags will be replaced at a cost of \$10.00. Requests for replacement tags must be made by the unit owner. Temporary permits can be issued in an emergency situation (\$ 25 deposit required), pending receipt of replacement tags. Damaged permits are replaced at no charge (the damage tag must be turned in.)
- H. Parking is permitted in designated parking areas only. Owners/residents are to insure their guests park in the proper area.
- G. No parking is permitted at anytime on the grass. Moving trucks are not permitted to drive on lawn or sidewalks.
- H. No motorcycle, boat, truck, recreational vehicle, trailer or other recreational vehicles are permitted to be stored or parked on our lots or parking areas (see Declaration Article VIII, M., Vehicles). Vehicles must move every fourteen (14) days, or they will be considered a stored vehicle. Vehicle tagged twice for same violation will automatically be towed if third violation occurs.
- I. Vehicles which do not have current license plate stickers (must be plates on front and rear of vehicle) or are not operational are not to be stored or parked on our lots or parking spaces.
- J. No vehicles may be parked in such a manner as to impede or prevent the normal flow of traffic or cause a safety hazard. Parking is to be between lines only. Residents with a garage are urged to use the garage for parking due to limited number of parking spaces available.
- K. No repairs or maintenance may be performed on any vehicle in the parking lots except emergency repairs (i.e., changing flat tire, which must be completed within 24 hours).
Washing of vehicles is not permitted.
- L. Violation of these rules will result in towing of offending vehicle at owner's expense. The Board of Directors or Management may be contacted to have a vehicle towed. Vehicles may be recovered by calling the number posted on signs. Note - Vehicle owner is responsible for all towing expenses.

9. GARAGES

No garage unit may be used for temporary or permanent living quarters. All garage doors must remain closed except when resident is entering or exiting garage, or is present and using garage.

10. EXTERIOR MAINTENANCE

Most exterior maintenance is the responsibility of the Condominium Association. To request exterior maintenance call Patterson Merkle & Company LLC, at 235-1187 between 9AM-5PM. In case of an after hours maintenance emergency, call 221-7985. Owners with requests for non-emergency maintenance should call in their requests during normal working hours.

11. PAINTING OR STAINING

No resident is permitted to paint or stain the exterior of his unit unless approved by the Board.

12. CONDOMINIUM FEES & LATE CHARGES

(Owners only) Condominium fees are due on the first day of the month. Fees paid after the 15th day of the month will be assessed a \$15.00 late charge. Fees should be made payable to Windgate Village Condominium Association and mailed to Patterson Merkle & Company LLC, 4900 Reed Rd. Suite 230, Columbus, Ohio 43220. Any and all condominium fees that remain unpaid for 60 days after they are due will result in a property lien (Charge of \$75.00 to owner) or small claims court action by the Board of Trustees. Condominium fees more than 90 days in arrears will result in foreclosure/sheriff sale proceedings against the owner.

13. ARTICLES DISPLAYED/ HUNG OUTSIDE UNITS & IN WINDOWS

No unit owner or resident shall display, hang, store or use any clothing, blankets, laundry (including clotheslines) or other articles outside their unit, or which may be visible from the outside of their unit without the approval of the Board. Window coverings, visible from the exterior of units, must show a solid white color or lining. No newspaper or sheets are permitted. Board of Trustees reserves the right to determine what is aesthetically appealing. Holiday decorations should be removed in a reasonable period of time.

14. EMERGENCY ACCESS

In case of an emergency please provide management with owner/resident home, work & etc. phone numbers. Failure to provide emergency contact information will result in a locksmith being called to gain access to the unit and the cost of the locksmith will be billed back to the unit owner. If the locksmith cannot gain access, the lock will be drilled and its replacement will be the owner's responsibility. Door may be broken down in case of emergency.

15. INVESTOR RULES

- A. Owners who lease or rent their units must notify management of the name and phone numbers of their residents and provide a copy of the executed written lease (if so requested). All tenants must be given a copy and abide by all the rules, regulations, and guidelines herein.**
- B. Investor owners must keep the Association informed of their current address and home and work phone number (in case of emergencies).**
- C. No unit or garage lease shall be for less than six months.**
- D. Owners are responsible for tenant rules infractions plus any enforcement charges subject to those infractions. This applies to all rules infractions and enforcement charges.**

16. REFUSE

No unit, Limited Common Area, or the Commons Areas shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept or stored in on Common Areas. **Large items such as appliances, furniture, carpet, etc. are the responsibility of each owner/resident to dispose of personally, not the Association. Owners will be billed for removal of items left at dumpster areas.**

Tree branches, and small trimming from trees or bushes shall be placed in a designated location, and management company contacted for proper removal.

17. ONE-BEDROOM UNITS

Storage bins are available in the basement of one-bedroom units. Any items stored outside of the bins will be removed by Management. No items are to be stored in common hallways (i.e. bicycles, waste baskets etc.). This is necessary to maintain a neat and orderly space and to insure we do not violate any fire codes.

18. HEAT CIRCULATING PUMP SHUT OFF VALVE (effective February, 2004)

If the circulating pump is replaced or repaired (repair involving the circulating water) a shut off valves must be installed. A sketch is attached showing the location of the shut off valve should be provided by the Association. Installing these valves will isolate the unit's heating system from other units, and allow repairs to be done without turning off heat to the entire building.

19. STATE of OHIO HOUSE BILL 135 (effective July, 2004) - changes adopted by the Board February, 2005

1. "Common Areas and Facilities" are now called "Common Elements"
2. Enforcement Assessments (5311.081 (C)) - permits the right of the Board to levy enforcement assessments for rule violations.
3. Lien for late fees and enforcement assessments (5311.18 (A) (1)) - a condominium lien may be filed not only for past due maintenance fees and assessments, but also for outstanding interest, late fees, enforcement assessments, collection costs, and attorney fees.
4. Association may evict tenants (5311.19 (B) (1)) - the Association may evict tenants who are in violation of the governing documents or restrictions, so long as the unit owner is provided with at least ten days (10) written notice of the intended eviction action. The costs of eviction, including reasonable attorney fees, shall be charged to the unit owner and shall constitute a special assessment against the unit owner.
5. Suspend Use and Voting Privileges of Delinquent Owners (5311.081 (B)(18)) - Board may suspend the voting privileges and use of recreational facilities when an owner is more than thirty (30) days delinquent.
6. 5311.21 permits the Association to retain common profits at year end and apply them toward reserves.
7. The Association must allow owners to display the United States flag.
8. Budgets must provide adequate funds for repair and replacement of major capital items, but not less than 10% of the operating budget unless 51% of the owners annually approve a lesser amount.
9. Board meetings may be held by any communication method, **including, phone, e-mail, or other method determined by the Board members.** Instead of a meeting, the Board may take action with the unanimous written consent of the Board members.
10. Owners in a foreclosure action cannot assert as a defense that the Association or Board breached its duty.

ENFORCEMENT OF BY-LAWS. ETC.

The Board of Trustees, at its discretion, may assess enforcement charges against a unit owner to correct a unit owner's or tenant's breach of Declaration, By-laws, Rules and/or Regulations. All complaints and requests must be made in writing with specific details. Depending upon the nature of the complaint or request, it should be directed to a Board member and/or committee chairperson and/or management company. Noise complaints require letters from a minimum of two units regarding a single incident. These letters should be directed to the Board or the management company.

First Violation: Warning letter is sent to owner of the unit.

Second Violation: Letter and assessment of a \$40.00 enforcement charge.

Third Violation: Letter and assessment of a \$65.00 enforcement charge

Fourth Violation: Letter and assessment of a \$90.00 enforcement charge

Fifth Violation: Matter to be brought before the Board of Trustees for their decision and determination of the amount of fines or in the case of pets, removal of the pet. An appeal may be made to the Board of Trustees for relief at any point during complaint process.

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 examples are illustrative but not limited to the types of changes that require prior approval: interior structural changes, changes to main plumbing lines, exterior doors, storm and screen doors, replacement windows, storm windows, exterior painting, decks, patios and exterior porch lights. Exterior lighting shall not be directed in such a manner as to create annoyance to your neighbor. No structures such as dog houses, storage sheds, etc., shall be constructed on any lot at any time. Unit owners who plan to make any additions or changes must submit their request in writing to the Board of Trustees.