



Windgate Village

Rules and Regulations

WINDGATE
VILLAGE

CONDOMINIUMS

WINDGATE VILLAGE CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

As Amended May 2017

The following rules and regulations are applicable to all Unit owners, Tenants, and Guests. Every effort has been made to ensure that these rules and regulations are in compliance with the Declaration and Bylaws of the Association (see section VIII of the Declaration); however, if there is a conflict between these rules and regulations and the Declaration or Bylaws of the Association, then such Declaration or Bylaws 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, Residents, and Guests:

- 1. PETS, ANIMALS, AND LIVESTOCK:** Pets are permitted, but must be cared for in a responsible manner.
 - 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 when restrained by a leash which is not longer than six feet in length and which is controlled by a responsible person.
 - B. A maximum of two dogs per unit are permitted. A maximum of two cats are permitted. Cat litter must be bagged and disposed of appropriately (It is prohibited to be flushed down toilets, garbage disposals, or laundry sinks).
 - C. Pet owners are 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. Owners/Residents are responsible for noise that may disturb residents.
 - E. 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 and Limited Common Areas caused by the pet.

F. Enforcement charges are detailed in section "Enforcement of Governing Documents" on page 7. 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, 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 safe and exclusive use, benefit, and enjoyment of Unit owners, Residents, and Guests 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 any negligent or intentional act by the Unit owner, Residents, or Guest.
 - B. Use of the sidewalks shall be limited to pedestrian traffic.
 - C. Unit owners are responsible for keeping Common Areas clear of all personal articles. It is the Resident's responsibility to keep front and rear areas of Unit neat and tidy.
 - D. Patio furniture may be stored behind the unit between the months of October – April. All other times it must be setup for use and reasonably maintained.
 - E. Children are not 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.
 - F. 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.
 - G. 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 Resident's responsibility to see that this is done.

- H. Cooking grills must be placed at least three feet away from a building when in use in accordance with Ohio Fire Code. Violations will be reported to the management company.
 - I. 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. Damage to trees and shrubbery caused by a Unit owner, Resident, or Guest may result in a special assessment by the Board to the Unit 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 owner's 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 9:00 AM and 5:00 PM Monday through Friday (except holidays). This will allow residents' repairmen, 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 permits are the property of Windgate Village. Permits 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 permits will be replaced at a cost of \$40.00 each. Requests for replacement permits must be made by the Unit owner. Temporary permits can be issued in an emergency situation (\$25.00 deposit required), pending receipt of replacement permits. Damaged permits are replaced at no charge (the damage permit must be returned to a Windgate Village representative).

- F. 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 any time 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).
 - I. Vehicles must move every fourteen (14) days, or they will be considered a stored vehicle.
 - J. Vehicles which do not have current license plate registration 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.
 - K. 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 the limited number of parking spaces available.
 - L. 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).
 - M. **Washing of vehicles is not permitted.**
 - N. Violation of these rules will result in towing of offending vehicle at owner's expense. The Board or Management Company may be contacted to have a vehicle towed. Vehicles may be recovered by calling the number posted on signs at the entrance of the Association. Note - Vehicle owner is responsible for all towing and storage expenses.
 - O. Vehicles tagged twice for the same violation will automatically be towed if a third violation occurs.
9. **GARAGES:** No garage unit may be used for temporary or permanent living quarters. All garage doors must remain closed except when Unit owner or 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 Capital Property Solutions at (614) 481-4411 between 9:00 AM and 5:00 PM. In case of an after-hours

maintenance emergency, call 1-888-367-3514. Owners with requests for non-emergency maintenance should call in their requests during normal business 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 dues are due on the first day of the month. Dues paid after the 10th day of the month will be assessed a \$15.00 late charge. Any and all condominium dues that remain unpaid for 60 days after they are due may result in a property lien (Charged to the Unit owner) or small claims court action by the Board. Condominium dues more than 90 days in arrears may result in foreclosure/sheriff sale proceedings against the Unit 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. The Board reserves the right to determine what is aesthetically appealing. All seasonal decorations must be removed within 1 week following the holiday except for December holiday decorations, which must be removed by January 21st.

14. EMERGENCY ACCESS: In case of an emergency please provide the Management Company with Unit Owner/Resident home, work, and other phone numbers. Failure to provide emergency contact information may 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 Unit owner's responsibility. Door may be broken down in case of emergency.

15. INVESTOR RULES

- A. Unit owners who lease or rent their units must notify the Management Company 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. Unit Owners are responsible for tenant rules infractions, plus any enforcement charges subject to those infractions. This applies to all rules infractions and enforcement charges.

- E. Owners / tenants are not permitted to sublet their units. Ex. On short term rental sites like Air B&B.

16. REFUSE

- A. 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.
- B. ***Large items such as appliances, furniture, carpet, etc. are to be placed in the fenced area in the alley between Kings Court and Northwest Court. Large items placed anywhere else will be removed at the Unit Owner's expense.***
- C. Tree branches, and small trimming from trees or bushes shall be put in paper lawn bags and placed in the fenced area in the alley between Kings Court and Northwest Court, and the 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 the Management Company. 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 ensure 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 valve must be installed. Installing these valves will isolate the Unit's heating system from other Units, and allow repairs to done without turning off heat to the entire building.

19. SATELLITE DISH

- A. Dish cannot be greater than 18 inches in diameter either round or average.
- B. Dish must be mounted to a freestanding pole 1 1/2 inches in diameter minimum not to exceed 2 inches.
- C. The freestanding pole must be at a minimum depth of 24 inches in ground, cemented in the ground and capped.
- D. The freestanding pole is to be 24 inches away from divider fences and the building, no further than the first sidewalk parallel to the building, but not more than 11 feet from the building, and in the space directly behind the Unit in which the dish is serving.

- E. Height of Dish is not to exceed eight (8) feet.
- F. The Unit owner is responsible for a clean installation of dish and must re-seed any grass around pole that was damaged during installation. Resident is responsible for any damages caused by any other means during installation.
- G. Wiring must enter the unit at the lowest direct point on building and then travel the inside walls of the unit to the point of connection.
- H. The satellite dish and all components thereof must be removed when it is no longer in use. This responsibility transfers with the transfer of ownership.

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

- A. "Common Areas and Facilities" are now called "Common Elements".
- B. Enforcement Assessments (5311.081 (C)) - permits the right of the Board to levy enforcement assessments for rule violations.
- C. 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.
- D. 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.
- E. 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.
- F. 5311.21 permits the Association to retain common profits at year end and apply them toward reserves.
- G. The Association must allow owners to display the United States flag.
- H. 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.

- I. 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.
- J. Owners in a foreclosure action cannot assert as a defense that the Association or Board breached its duty.

21. ENFORCEMENT OF GOVERNING DOCUMENTS: The Board, at its discretion, may assess enforcement charges against a Unit owner to correct a Unit owner's or Tenant's breach of the Declaration, Bylaws, and Rules and 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 the 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. The following process may be used unless another process is deemed required at the sole direction of the Board.

First Violation: Warning letter is sent to the Unit owner.

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 for their decision and determination of the amount of fines, implantation of self-help or in the cases involving pets, removal of the pet. An appeal may be made to the Board for relief at any point during complaint process.

22. 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.

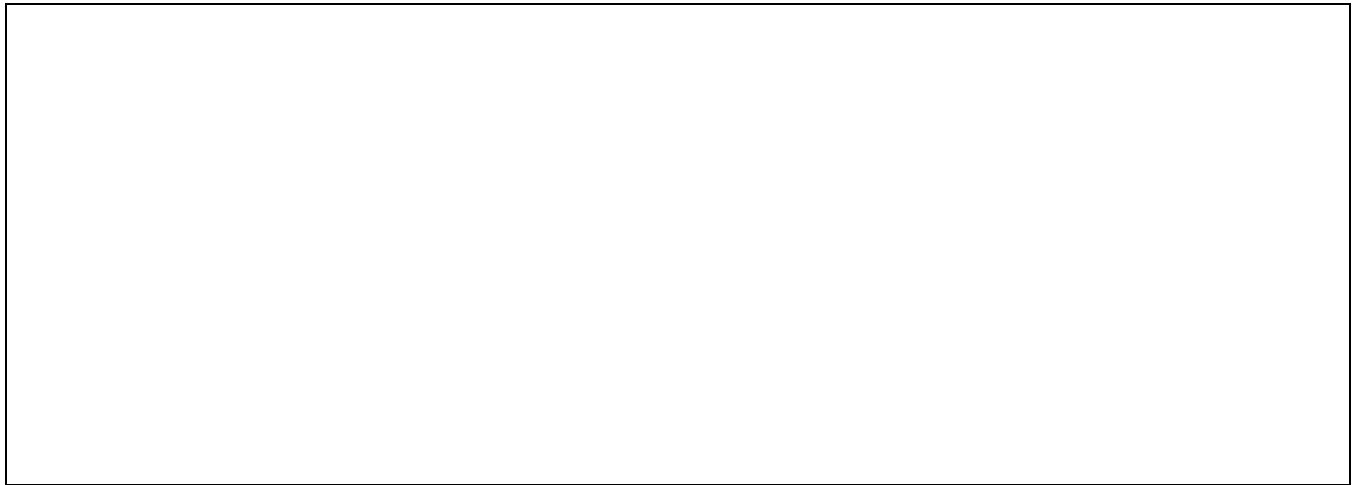
ARCHITECTURAL CONTROL APPLICATION

Name: _____ Date Submitted: _____

Unit Address: _____ Phone: _____

Description of Modification: _____

Please draw or attach a plot plan showing the exact location with respect to the Condominium Unit.



Materials and Colors: _____

Begin On: _____

Modification to be Completed By: _____

The owner(s) or their designees (contractor) must comply with the following:

- 1) The specifications as approved by the Board of Directors.
- 2) Applicable building regulations, ordinances, etc. including a final inspection.
- 3) Contractor's one-year warranty on materials and labor if applicable.
- 4) Repair of any damage to the Common or Limited Common Elements or other Units.

APPROVED ☐ **DISAPPROVED** ☐ **BY:** _____ **DATE:** _____

PLEASE SUBMIT FORM TO:

Capital Property Solutions
P.O. Box 630
Worthington, Ohio 43085
Fax: (614) 443-3798

RESIDENT COMPLAINT FORM

Date Filed: _____

Unit Owner being complained about: _____

Address: _____

Date and Time problem occurred: _____

VIOLATION OF WHAT RULE IN THE DECLARATION OR HANDBOOK: _____

Please explain the 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) _____ (W) _____

Signature: _____

Please Remit To: Capital Property Solutions
P.O. Box 630
Worthington, Ohio 43085
Fax: (614) 443-3798

REQUEST FOR HEARING

Unless a written request for a hearing, signed by the person(s) named as owner(s) is received by the Board within ten (10) days of the date of said letter, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then this completed form must be received within ten (10) days by Capital Property Solutions, P.O. Box 630, Worthington, Ohio 43085.

I, _____ request to be scheduled for a hearing before the Board at the time of the next scheduled meeting, or sooner, of which I will be notified of at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because _____

Signature: _____ Date: _____

Printed Name: _____ Unit Address: _____

DOOR SPECIFICATIONS

KINGS COURT AND NORTHWEST BOULEVARD:

All main front doors are required to contain nine top window panels.

All storm doors are required to be beige or almond color and shall be two-tiered panel glass.

Examples are available at Menards. Comparable models are permitted, as long as they meet the specifications.



NORTHWEST COURT:

All main front doors are required to contain nine top window panels.

All storm doors are required to be beige or almond color and shall be one glass panel on top with closed bottom.

Examples are available at Menards. Comparable models are permitted, as long as they meet the specifications.



Questions? Call (614) 481-4411

MAINTENANCE RESPONSIBILITY CHART

A = WINDGATE VILLAGE CONDOMINIUM ASSOCIATION

O = UNIT OWNER

DESCRIPTIONS (if applicable)		MAINTENANCE	REPAIRS	REPLACEMENT
Light Fixtures:				
Community Pole Lighting		A	A	A
Common Element Garage Light		A	A	A
Common Element Building Light		A	A	A
Porch Light		O	A	A
Interior Light Fixture		O	O	O
Other Electrical:				
Transformer to Meter Box		A	A	A
Meter Pack to Electric Panel		A	A	A
Electric Panel (in unit)		O	O	O
Electric Panel Wiring to Outlets, Etc.		O	O	O
Plugs, Switches, Fixtures, Etc.		O	O	O
Doorbell		O	O	O
Doorbell Wiring		O	O	O
Alarm Systems		O	O	O
New Ext. Phone Wiring & Jacks for Individual Unit		O	O	O
Internal Phone Wiring & Jacks		O	O	O
Garage Doors:				
Springs, Wheels, Tracks & Weather-stripping		O	O	O
Electrical Openers		O	O	O
Replacement/ Other		O	O	O
Exterior Coating of Door		O	O	O
Entrance Doors:				
Glass, Locks, Weather-stripping		O	O	O
Replacement		O	O	O
Handles, Knobs, Locks		O	O	O

Exterior Coating of Doors		O	O	O
Storm/Screen Door		O	O	O

DESCRIPTION		MAINTENANCE	REPAIRS	REPLACEMENT
Windows & Sliding Doors:				
Glass - Breakage, leaks, Mullions, Other		O	O	O
Mechanism - Locks, Operators, Balances		O	O	O
Casing & Frame		O	O	O
Weather-stripping & Screens		O	O	O
Handles, Knobs, Locks		O	O	O
Kitchen Items:				
Disposal Switch, Wiring & Plumbing		O	O	O
Kitchen Cabinets		O	O	O
Kitchen Plumbing Including Faucets		O	O	O
Hood & Vent Fan		O	O	O
Dryer Vents		O	O	O
Walls, Ceilings & Floors:				
Interior Surfaces, Partition Walls & Drywall		O	O	O
Perimeter Drywall		O	O	O
Structural Support Walls & Exterior Walls (not Drywall)		A	A	A
Load Bearing Structure of Building		A	A	A
Ceiling Covering & Interior Drywall		O	O	O
Floor Structure		A	A	A
Floor Coverings		O	O	O
Heating and Air Conditioning:				
Boiler		A	A	A
System Lines in Unit		O	O	O
Circulating Pump		O	O	O
Zone Valves		O	O	O
Bleeder Valve		O	O	O
Shut off Valves in Unit		O	O	O

Air Conditioning Coil & Outside Unit		O	O	O
Radiators and Baseboards		O	O	O
Fireplace(s) & Chimney(s):				
Fireplace		O	O	O
Interior Liner & Stack		O	O	O
Exterior Surface-siding, etc.		A	A	A
Chimney Cap (galvanized) if applicable		O	O	O
Fire Box and Glass Door/Screens		O	O	O

DESCRIPTION		MAINTENANCE	REPAIRS	REPLACEMENT
Plumbing & Gas Lines:				
Sanitary & Storm Sewer up to Unit		A	A	A
Interior Sanitary Drains		O	O	O
Main (common) Supply Water Line to Unit		A	A	A
Main Water Supply Line Shut Off Valve		A	A	A
Other Water Lines in Walls and Ceilings		O	O	O
Exterior Water Spigots, Supply Line, and Interior Valve		A	A	A
Faucets, Valves, Toilets, Other Fixtures		O	O	O
Main Gas Supply to in Line Shut Off		A	A	A
In line Shut Off Valve for Furnaces, Etc.		O	O	O
Other Gas Lines (Dryer, H/W, Stove, Etc.)		O	O	O
Water Heater		O	O	O
Stoops:				
Stoop Concrete		A	A	A
Stoop Awning		A	A	A
Divider Fence		A	A	A
Miscellaneous:				
Attic Insulation		A	A	A
Cable Television Wiring (inside unit)		O	O	O
Driveway / Asphalt Roadways		A	A	A
Garage Floor (concrete)		A	A	A

Gutters		A	A	A
Roof Vents		A	A	A
Streets/Curbs		A	A	A
Sump Pump(s) & Discharge Pipes		A	A	A
Exterior Street Lamp Posts		A	A	A
Street Signage		A	A	A
Front Landscaping		A	A	A
Rear Landscaping		O	O	O

GUIDELINES FOR PATIO DECKS

Procedure for Approval of New Deck

1. A professionally drawn set of patio plans must be submitted to the association manager for review. The association manager will review the plans and submit to the Board for approval.
2. The Unit owner is responsible to insure their contractor obtains all permits required by the City of Columbus and the deck is built according to City code.

Construction and Deck Specifications

1. Decks must be constructed of treated lumber to resist rot and insects. A clear or approved stain should be used on the wood, no paint permitted. Deck may not be attached to a privacy fence or extend beyond any fence. Approved colors are: Earth tones and grays, all colors are at the Board's discretion and part of the approval process.
2. Deck and railing heights should be consistent with any existing decks on your building. The approximate size for decks is 13 feet 9 inches wide by 8 feet 10 inches deep and 18 inches in height. Height including railing is approximately 57 inches. Railings by boiler room stairways should be 33 to 33.5 inches high per City code (check with code has not changed before submitting plans).
3. All air conditioner compressors, electrical boxes, drain tiles, downspouts, boiler room stairways, etc. must be accessible. If the deck hampers accessibility to repair Association property, the Unit owner will be responsible for repairs to their deck if any part of the deck is dismantled.

Maintenance Responsibility

1. Unit owner is responsible for the general appearance and maintenance of their deck, such as replacing warped, rotted, or split boards, fastening loose boards, etc.
2. Deck must be cleaned and sealed with a clear water repellent or an approved stain at least once every two years. The approved stain is Behr Deck Plus, Semi-Transparent, California Rustic Color, Code: DP-351.
3. Association reserves the right to repair or clean a deck and bill the cost to the Unit owner, if the Unit owner is given a reasonable amount of time to perform such tasks and does not complete them.