Eclextion Lofts Condominium Association dba

ARENA DISTRICT LOFT

CONDOMINIUM ASSOCIATON

221 N Front St., Cols OH 43215



Resident Rules and Regulations

Date| March 2023

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GENERAL

The Eclextion Lofts Condominiums Association ("Association"), through its Board of Directors ("Board"), has set forth these Rules and Regulations pursuant to the authority granted to it in Article VII, Section 5 of the *Eclextion Lofts Condominiums Declaration* ("Declaration"), Article IV, Sections 13 and 14 of the *Eclextion Lofts Condominiums Bylaws* ("Bylaws"), and Chapter 5311 of the Ohio Revised Code.

The Declaration, including all of the amendments to the Declaration, Bylaws, and these Rules and Regulations are the governing documents for the Eclextion Lofts Condominium ("Condominium"). It is imperative that you read and understand these documents so that you know your rights and obligations as a member of the Association.

The Association is managed by NAI Ohio Equities, whose address is 605 S. Front Street, Suite 200, Columbus, Ohio 43215 ("Management"). To contact Management, please contact the property manager from Management assigned to the Association ("Property Manager"). Currently, the property manager for the Association is Katrina Lampinen. You may contact Ms. Lampinen by mail at the address for Management, by e-mail at klampinen@ohioequities.com, or by phone at (614) 629-5238.

Throughout these Rules and Regulations, you will see various terms that are capitalized. Those terms are defined terms, and, unless otherwise defined herein, the definitions for those terms are set forth Declaration.

USE AND ENJOYMENT

Section I Resident Registration

A "resident" is any Unit Owner, tenant, or other individual occupying any Unit in the Condominium for more than four weeks in any calendar year. For security purposes, all residents must be registered with Management. We require the following information for each resident: name, phone number, email address, and the make, model and license plate number of the resident's car.

Section 2 Environment

All Unit Owners and residents shall respect the rights, comfort, and peaceful enjoyment of all residents in the Condominium.

Section 3 Smoking

As set forth in the Declaration, smoking is generally prohibited in all areas of the Condominium, including the rooftop deck. The only exceptions to this general smoking prohibition are for the exterior terraces defined as part of a Unit in Article V, Section 2 of the Declaration (the "Terraces") and the unimproved walkout garden areas defined as Limited Common Elements adjacent to the first floor Units in Article VI, Section 2 of the Declaration (the "Garden Areas").

Section 4 Noise

Unit Owners and residents shall not make or permit to be made any disturbing noise in the Common Elements or in the Units, by themselves, their family, friends, employees, or visitors; nor permit anything to be done by any such persons that would interfere with the rights, comfort, or convenience of other Unit Owners or residents.

Section 5 Egress

The sidewalks, paths, hallways, corridors, vestibules, and other areas used for getting to and from the building and individual Units shall be left clear and unobstructed. These areas may not be used for any purpose other than for ingress and egress.

Doors to public corridors shall be kept closed at all times except when in actual use for ingress or egress. Doors are not to be held open in any manner, except with permission of Management. Movers may not prop open the front door.

The Common Elements and corridors shall not be used for the storage or placement of furniture or any other article, including, but not limited to, welcome mats, plants, boxes, shoes, boots, umbrellas/umbrella stands, old newspapers, trash, wheelchairs, baby carriages, bicycles, or any other personal property unless otherwise specified.

Management reserves the right to remove any personal items obstructing the Common Elements, including basement Common Elements, at any time.

The Association shall not be responsible for any damage, destruction, or other loss to any Unit Owner's or resident's personal property, regardless of where the property was damaged, destroyed, or lost.

Section 6 Utilities

Common Element Utilities

All Unit Owners share the expense of Common Element utilities based on their percentage interests in the common elements as set forth in Article V, Section 1 of the Declaration. This expense is reflected in a portion of your monthly utility bill from YES Energy Management Inc. ("YES").

Common Element utilities shall not be used or left running for unreasonable or unnecessary lengths of time. The water closet and other water, plumbing, and disposal apparatus shall not be used for any purpose other than that for which they were constructed. No rubbish, rags, newspapers, ashes or other substances shall be thrown therein. If any damage to the property of others, including the Common Elements, results from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling, or electrical apparatus or facility, the cost of repairing the damage shall be borne by the owner of the Unit in which the damage originated.

If necessary, access to the electrical and/or cable closets located on each floor may be arranged through Management. A request for access to either the electric or closet shall be submitted to Management at least twenty-four (24) hours prior to the desired access.

The heating, cooling, hot water, lighting, or similar apparatus located in Common Elements shall not be interfered with in any manner.

Unit Utilities

The Condominium's water and electric bills are billed directly to the Association each month based upon the usage reflected in the master meter for each utility. The Association, in turn, pays all of the master-metered water and electric bills to the City of Columbus and AEP, respectively, each month when due. The Association, however, has sub-metered these utilities so that the Association can receive reimbursement for these costs from the Unit Owners in proportion to their Unit's usage. To do this, the Association has contracted with YES (formerly Ista Multifamily Inc. dba Multifamily Services Group) to read each Unit's meter and send a monthly invoice to all Unit Owners. After Unit Owners remit payment to YES each month, YES sends the Association a monthly payment to reimburse it for the utility payments it paid that month. If a Unit Owner fails to pay his, her, or its YES bill, then the Association does not get reimbursed for that account. Accordingly, it is imperative that all Unit Owners ensure that they remain current in the payment of their utility bills to YES.

If a Unit Owner becomes more than 120 days delinquency in the payment of his, her, or its YES account, the Association will remove the balance from the YES account, place it on the delinquent Unit Owner's account ledger with the Association, and that amount will be immediately due and payable to the Association. Although the owner's account with YES will show a zero balance as of the date the Association transfers the account balance from the YES ledger to the Association's ledger for that delinquent Unit Owner, the Unit Owner will remain responsible for paying all subsequent bills from YES for utility bills that arise after the transfer of the account balance from YES to the Association's ledger for the Unit Owner.

All utility reimbursement bills must be placed in the name of the Unit Owner. The bills can be sent to a tenant for payment, but the Unit Owner will remain as the responsible party.

Section 7 Infrastructure

It is imperative that Unit Owners, occupants, and contractors do not interfere, in any manner, with any portion of the plumbing, heating, ventilation, air conditioning, fire protection, or lighting apparatus in or about the Condominium's Common Elements. Unit Owners may be liable for any and all damage inflicted on the building or other Units as a

result of any interference with the mechanical or structural portions of the building, whether caused by themselves, their tenants, their guests, or their contractors. Any maintenance concerns should be directed to Management.

Section 8 Recreation

Residents and guests are not permitted to loiter or play in the Common Elements other than the rooftop deck.

Section 9 Children

As a matter of safety and in consideration of all residents, we ask that children under the age of 12 be supervised in the stairwells, corridors, lobbies, elevators, parking areas, rooftop deck, and any other portion of the Common Elements at all times.

Section 10 Condominium Operating Assessments and Fees

All monthly operating assessments, parking fees, and cable/Internet fees are due by 5:00 p.m. EST on the 1st day of each month to be posted. Payments for the operating assessments, parking fees, and Internet fees received after the 10th day of each month will be assessed a $35.00 administrative late fee.

As set forth in Section 6 above, if a Unit Owner becomes more than 120 days delinquent in the payment of the Unit Owner's YES account, the Association will remove the balance from the YES account, place it on the delinquent Unit Owner's account ledger with the Association, and that amount will be immediately due and payable to the Association.

A $35.00 administrative late fee will be assessed for each month an account carries a delinquency.

The Association's policy for the collection of unpaid assessments, fees, and utility bills is attached to these Rules and Regulations.

Section 11 Trash, Bulk Items, and Hazardous Waste

All trash, other than bulk items, is to be disposed of in the trash room on the west side of the building. **Do not put liquids in trash bags as they can leak and liquids drip onto the carpet**

while carrying out to the trash room. All cardboard boxes are to be broken down before putting in trash room. Christmas trees are to be placed into tree bags before removing from your Unit to the trash room.

Bulk items such as mattresses, furniture and large personal items must not be placed in the trash room. This will cause our trash pick up to be delayed.

Please call Management to make arrangements for removal of bulk items.

Waste that is toxic, corrosive, ignitable, or reactive must not be placed in the trash room. Please make arrangements to dispose of this waste through drop-off programs offered by the Solid Waste Authority of Central Ohio (SWACO).

Section 12 Insurance Deductible

Any insurance deductible amounts paid by the Association for casualty loss claims that affect a Unit shall be apportioned between affected Unit Owner and the Association based upon the percentage of the insurance proceeds paid to repair any Unit or component of a Unit and the percentage of the insurance proceeds paid to repair the Common Elements, including the Limited Common Elements. The Unit Owner shall pay the percentage of the deductible that matches the percentage of the insurance proceeds paid to repair the Unit Owner's Unit or any component thereof. The Association shall pay the percentage of the deductible that matches the percentage of the insurance proceeds paid to repair Common Elements, including the Limited Common Elements. If the damage to the Unit and/or Common Elements, including Limited Common Elements, is caused by negligence attributable to the Association, then the Association will be responsible for payment of the entire deductible. If the negligent or intentional action(s) of a Unit Owner, his or her guests, or the occupants of his or her Unit(s) caused the damage to the Unit and/or Common Elements, including the Limited Common Elements, then the responsible Unit Owner will be required to pay the entire deductible. If a Unit Owner fails to pay the apportioned amount within a reasonable time, as determined by the Board, then the Board may file a lien against the Unit for nonpayment of the deductible amount and foreclose on that lien pursuant to the Declaration and Ohio law. In addition, the Board may seek a personal judgment against the Unit Owner for nonpayment of the amount of the deductible. The Unit Owner will be responsible for all costs of collection, whether for actions at law, in equity, or both, including attorney fees, paralegal fees, and court costs that

are incurred by the Association as a result of the Unit Owner's nonpayment of the deductible.

Section 13 Water Heater Inspection and Replacement

By December 31, 2020, all Unit Owners shall provide the Board, through the Association s property manager, with the date when their Unit's water heater was installed and proof of the installation.

Beginning January 1, 2022, all Unit Owners shall have the water heaters in their Units annually inspected by a contractor approved by the Association. The inspector shall inspect the water heater in order to determine its suitability for further service. The Board will publish and disseminate a list of its approved water heater inspection and installation contractors after the adoption of this rule. Unit Owners shall be responsible for all costs associated with the water heater inspections.

This rule shall only require annual inspection of water heaters that were installed in a Unit five (5) years or longer before January 1st of each calendar year. Accordingly, because this rule will become effective on January 1, 2021, Unit Owners with water heaters installed on or before January 1, 2016 will be required to have annual inspections and maintenance performed in accordance with this rule. If a Unit Owner installs a water heater in a Unit after this rule becomes effective, then that Unit Owner will not be required to have annual inspections of the water heater until it has been installed for five (5) years, again as determined by January 1st of each year. For example, if a Unit Owner installs a new water heater January 30, 2021, that Unit Owner will not be required to have annual inspections and maintenance under this rule until January 1,2027.

Each Unit Owner shall provide proof that the water heater inspection was inspected and, further, the results of those inspections to the Association's property manager by April 30th of each year, beginning April 30, 2022. Accordingly, after this rule becomes effective on January 1, 2021, Unit Owners will have from January 1, 2022 through April 30, 2022 to have their Units' water heaters inspected and provide the Association's property manager with the inspection results.

If the inspector determines that a water heater is unsuitable for further service or otherwise requires replacement, the affected Unit Owner shall purchase a replacement water heater

and have it installed within thirty (30) calendar days of that determination.

The replacement water heater must be: (a) equivalent in capacity to the water heater it replaces; (b) installed by a qualified contractor; and (c) guaranteed against failure for a period of not less than eight (8) years.

If a Unit Owner chooses to use a contractor other than one on the Association's list of approved water heater inspection and installation contractors, the Unit Owner must obtain and provide the Association with proof that the contractor that will install the water heater is properly licensed, insured, and has a valid Bureau of Workers' Compensation certification prior to the water heater installation.

Within seven (7) days of the water heater's installation, the Unit Owner shall send the Association's property manager proof of purchase and proof of installation of the water heater.

If a Unit Owner fails to comply with any of the terms of this rule, the Association may do the following: (a) send a notice of violation to a Unit Owner; (b) levy an enforcement assessment against the offending Unit Owner in the amount of $250.00; (c) upon ten (10) days' written notice to a Unit Owner, enter the Unit, have the water heater inspected, maintained, repaired, and/or replaced, as the case may be, by its approved contractor, and charge all costs incurred for the inspection, maintenance, repair, and/or replacement to the Unit of the offending Unit Owner as a special individual Unit assessment; or (d) pursue any other remedy available to it under the Condominium's governing documents or Ohio law. The Board is not required to proceed in this order and nothing contained in this rule shall be deemed a condition precedent to the Board pursuing any of the enforcement options available to it.

This new water heater inspection and maintenance rule shall become effective on January 1, 2021.

AMENITIES

All amenities are scheduled through Management on a first-come, first-served basis.

Section 1 Rooftop Decks

The rooftop deck is part of the Condominium's Common Elements, and is available on a first-come, first-served basis. The Association may reserve this deck for special resident events by giving notice to residents of the event. The following rules and regulations shall apply to all residents, guests, contractors, or any other individual while on the rooftop deck:

A. No glass containers are permitted on the deck

B. Do not place anything on the ledge or over the railing

C. Do not sit on, or cross over, rail to the ledge

D. Do not throw anything over the ledge

E. Stay on the deck and stay off of the roof

F. Keep excess noise to a minimum

G. Keep deck clean

H. Residents are responsible for action of their guests.

I. No storage of personal property on rooftop is permitted

J. Always respect your neighbors

K. Smoking is prohibited on the rooftop deck.

It is the responsibility of every Unit Owner and resident to abide by these rules and ensure that their guests or invitees are abiding by these rules. The board retains the right to impose penalties upon residents for their failure to follow these rules or the failure of their guests to follow these rules.

SECURITY

Section 1 Solicitation

Soliciting is strictly prohibited on the premises. Any violations will be noted to the Board and

appropriate action will result.

Section 2 Keys

Management shall have a right of entry and access to, over, upon and through all of Condominium, including each Unit and the Limited Common Elements, to enable

Management to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any utility, plumbing, mechanical, electrical, communication, and HVAC unit in the Condominium. If an emergency arises, Management's right of entry to a Unit and its appurtenant locked or enclosed Limited Common Elements may be exercised without notice. Absent an emergency, Management shall give the Unit Owners or occupants at least 24 hours' notice prior to entering a Unit or its locked or enclosed Limited Common Elements. No notice shall be required for Management to enter an unlocked or unenclosed Limited Common Elements.

Each Unit Owner is required to provide Management with such keys as are necessary to permit access to the Unit Owner's Unit for emergency purposes. **If Unit keys are changed by the Unit Owner, a new key must be provided to the Property Manager for emergency purposes. If a Unit has a security alarm system, an access code or other means of deactivation satisfactory to the Property Manager must be provided to the Property Manager.**

If an emergency arises and Management does not have keys to access a unit to which it needs access, the unit owner will be responsible for any cost incurred in order to access the unit.

Section 3 Lost Access Cards and Keys

Replacement of fobs, keys, and garage door openers and transponders will be at the Unit Owner's expense. Replacements will be billed to the Unit Owner at cost.

Section 4 Deliveries and Moving In or Out

Residents must be present for all deliveries except those made by USPS, UPS, and FED EX. Management must be notified at least 24 hours in advance of any large item deliveries (such as home furnishing) that require access to the elevator and placement of the elevator pads. The resident must be present for the delivery.

Landlords must communicate these procedures to their tenants and must enforce the procedures. The association has the right to fine for any violation by owners or their tenants. Fines will be assessed to the owners.

The purpose of the moving procedures includes, but is not limited to the following:

A) Prevent damage to common area space such as carpets, tile flooring, walls, doors, and the elevator.

B) Maintain a secure and quiet environment for building residents.

C) Efficient and quick moves.

1. Moves and deliveries must be made through the Front Street entrance. The front and back doors are not to be propped open and left unattended at any time. No furniture, appliances or large items are permitted to be moved using the back stairwell.

2. Owners are to coordinate moves with the Property Manager, Katrina Lampinen.

Phone: 614-629-5238

Email: klampinen@ohioequities.com

At this time, the name of the moving company, if applicable, must be submitted. This information must be given 4 days prior to the move.

3. Owners are required to call the City of Columbus Permit Department at 614-645-3039 to reserve the required parking space needed.

4. Pads will be placed in the elevator to protect the walls.

5. Only one move is permitted at a time. The building has one elevator. Residents will continue to use the elevator during a move. Moving professionals and tenants must

allow residents to utilize the elevator.

6. An estimated start time must be given to the Property Manager.

7. Moves are permitted during the following times:

8:00 a.m. - 9:00 p.m. Monday through Saturday
9:00 a.m. - 9:00 p.m. Sunday

8. Boxes from the move are to be broken down, flattened and put in a trash receptacle in the trash room located by the back door.

9. Violations of these rules will result in an enforcement assessment to the unit owner of $250. These procedures serve as notification of the association rules concerning moving. Due to the one-time nature of moves, no warning will be given before an enforcement assessment is issued.

10. Coordinate access to the utility closets for the telephone, cable and Wifi with the property manager. A 48-hour notice is required.

11. A refundable deposit of $500 must be made to the management company one week prior to the move. This money will only be used in case of any elevator damage or any other damage to the building.

Section 5 Units for sale; Lockboxes

Only Supra key lockboxes from the Columbus Board of Realtors are permitted on the building premises and are only permitted for those units that are actively listed for sale on the multiple listing service (MLS). Lockboxes will be put on the unit doors; and realtors must call owners to gain access to the building.

INDIVIDUAL UNITS

Section I Windows, Window Coverings, Terraces, and Exterior Doors

Nothing, including, but not limited to, cigarette butts, may be thrown or emptied out of the windows, patios, or exterior doors of any Unit or thrown or emptied into the Common Elements. For example, rugs may not be beaten in Common Elements, and no resident or guest shall sweep dust, rubbish, spray or pour water, or pour litter from or onto any Common Element or neighboring terrace, patio or sidewalk below.

Nothing shall be hung from outside the windows.

Nothing shall be placed on the outside windowsills of any Unit. For example, outdoor clothes dryers or clotheslines shall not be maintained upon any fixture located in the Common Elements or Limited Common Elements for any duration of time.

Nothing shall be mounted or placed on the exterior of the doors or door frames to any Unit. For example, doorknockers, doorbells or suite numbers, other than those issued and mounted by Management, are prohibited.

Door hardware is not permitted to be changed. This includes locks; however, locks may be rekeyed provided that the Property Manager is provided with a copy of the replacement key.

Balconies/terraces cannot be enclosed or altered in any manner. Radio and TV antennae or connections shall not be installed or affixed to the building's exterior. Satellite dishes are not permitted on the balconies or any other exterior surface. Any alteration or outside balcony area is to be approved by the Board.

Cooking is not permitted on the rooftop deck . Charcoal grills, smokers, heaters, and chimneys, and wood-burning fire pits are strictly prohibited on the rooftop deck and all balconies and garden patios (propane grills are permitted).

For safety and security reasons, it is imperative that residents, their visitors, employees, agents, invitees, and licensees shall not, at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof of the building, other than the rooftop patio.

Section 2 Exterior Uniformity

To keep a uniform appearance from the building's exterior, the exterior surface of all drapes, curtains, blinds, shades, or other door/window coverings must be **white, beige, or natural wood in color**. Awnings and window guards will not be permitted. No signs of any kind may be placed in windows, doors, exterior surfaces, patios, or Common Elements.

Unit Owners, occupants, and residents shall not be allowed to put their names in any entry, passageway, or any other portion of the Common Elements, except in the place designated for the same by the Board.

Owners with patios are responsible for maintaining this limited common area. Unit grass should be maintained at a consistent length not to exceed three (3) inches and be aesthetically consistent with surrounding properties per the discretion of the board.

Section 3 Construction/Remodeling

Management must be notified prior to any construction or remodeling work performed in a Unit. Construction is defined as any structural alteration of an individual Unit, including, but not limited to, use of power tools and/or hand tools. During any remodeling project where paint and/or other toxic material are used, Management must be advised at least five (5) business days in advance. Construction or remodeling work may only be performed between 9:00 a.m. and 6:00 p.m.

Section 4 Window Cleaning

Management is responsible for the cleaning of all Common Element glass. Management will clean all of the windows located on the exterior of the building, including those windows belonging to Units, periodically.

Section 5 Chemicals

No flammable, combustible, or explosive fluid, material, chemical, or substance shall be brought into or stored in any Unit or storage unit except for normal household use. No container of flammable material shall be stored in any portion of the Condominium, including Units, or the parking garage.

Section 6 Storage

Any Unit Owner or resident storage outside the Unit must be in the storage room assigned to the Unit Owner.

In accordance with the Franklin County Fire Safety Code, no combustible products, such as gasoline cans, may be stored in the building.

All items must be stored at least 18 inches below the sprinkler head system and 3 feet away from all electrical panels and water valves. No items may be left outside the doors of the storage unit.

All storage units and contents are to be kept in a clean and neat condition. Residents use the storage areas at their own risk.

PETS

Section 1 Definition

Pursuant to Article III, Section 2(m) of the Declaration, dogs, cats, and other domestic pets (e.g., fish, birds, and hamsters) may be kept in Units provided that they do not disturb or annoy other residents of the building. Wild animals shall not be considered domestic

pets and are prohibited on Condominium Property.

Section 2 Requirements

The permitting of animals on Condominium Property shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number, and type of such pets, the right to levy fines and enforcement charges against persons who do not clean up after their pets, and the right to terminate a Unit Owner's or resident's right to keep pets in a Unit.

PARKING AND VEHICLES

Section 1 Parking

Unit Owners may be assigned the rights to use parking spaces. The right to use a parking space, however, is not absolute. **The Association may deactivate parking transponders assigned to Unit Owners in the following situations:**

1. When a Unit Owner becomes more than 90 days delinquent in the payment of their monthly operating assessments, parking fees, Internet fees, special assessments, or enforcement assessments; or
2. When a Unit Owner's utility account delinquency with YES is transferred to the Unit Owner's account ledger for the Association due to the Unit Owner being more than 120 days delinquent in the payment of that Unit Owner's utilities; or
3. In any other situation as the Board, in the exercise of its discretion, deems necessary or appropriate.

If the Association deactivates a transponder for non-payment of condominium assessments and fees or utilities, the transponder will not be reactivated until the Unit Owner becomes current in the payment of all of the Unit Owner's condominium assessments and fees and utility bills.

Section 2 Vehicle Repair and Maintenance and Storage

The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out in any of the parking garage area.

The changing and disposing of motor oil or other vehicular fluids is prohibited.

No vehicle, or any other item of any kind, may be stored in the parking garage.

Section 3 Bicycles

Bicycles must be kept secure in each condo's personal storage units or in the designated bicycle room in the basement. Locking bicycles to structural columns or rails is prohibited. The Association is not responsible for damaged or stolen bicycles or parts.

Section 4 Garage Etiquette

The speed limits on the premises should not exceed 10 miles per hour, nor should they exceed more than 5 miles per hour within the parking garage.

Proper garage etiquette is required. The screeching of tires or "burnouts" is strictly prohibited. Revving of engines, loud car stereos, and excessive horn blowing are also prohibited.

Section 5 Hickory Street Garage Information and Rules

GENERAL TERMS:

- The garage address is 101 West Hickory Street and the clearance is 6' 6".
- No trailers, boats nor oversized vehicles are permitted to park within the garage.
- Use of your monthly parking pass is limited to the person designated on the Parker Agreement; parking privileges are not transferable with the exception of Eclextion Lofts Condominiums residents.
- Parking passes permit access to the garage for only one vehicle at a time and must be used in an entry-then-exit sequence. The parking operator reserves the right to deny access

to passes scanned out of sequence.

- The parking pass must be displayed at all times while parking in the facility.
- The garage is a non-smoking facility.
- Pets are not permitted within the facility, except those parking in the spaces assigned to the Condominium may bring pets into the facility only to get their pets to and from their vehicles.
- If you are unable to exit/enter the garage call boxes are located at each exit/entrance. Please push the button for assistance.
- A $30.00 fee is required for all parking passes, including new and replacement passes.
- The enclosed parking area on the first floor and lower level of the parking garage is part of the Condominium and reserved spaces are specifically assigned to certain Condominium units. Parking in a reserved space, that is not assigned to your unit, may result in your vehicle being towed and the associated fines applied. Decisions regarding tickets and towing will be made by the Eclextion Lofts Condominiums Association.
- Monthly parking fees are due on the 1st of the month without prior notification from Standard Parking. Any monthly parking fee outstanding as of the 5th of the month will be automatically terminated.
- Unauthorized access or illegal use of the parking pass to gain access to the parking facility can result in immediate termination of individual parking privileges.
- ***Any intentional damage to the garage, gates, parking equipment or other parker's vehicles will not be tolerated and may lead to the individual parker being denied access to the parking garage.***

ADDITIONAL RULES FOR THOSE PARKING IN THE ECLEXTION SPACES:

- Access to the condo site areas are for Eclextion Condominium residents only and are strictly prohibited to be accessed by monthly parkers.
- ***Residential owner vehicles are only permitted to park in the enclosed parking area on the first floor and lower level of the garage. Any vehicles found on upper levels may be ticketed and/or towed.***
- A fob door security system is in place for all pedestrian doors at this garage. Residential

parkers are issued a fob that provides access to the pedestrian doors, and the Condominium building, as well as a key for the doors which grants direct access to the private garage, both of which are credentialed by the Association.

- A signed Parker Agreement is required for all residential parkers; including sub-leased spaces.

Enforcement

The Board has the authority to impose enforcement assessments for violations of the Declaration, including its amendments, Bylaws, and these Rules and Regulations under Section 5311.081(B) of the Ohio Revised Code, Article VII, Section 5 of the Declaration, and Article IV, section 13 of the Bylaws. Under this authority, the Board has adopted the following enforcement assessment schedule for violations of the Declaration, including its amendments, Bylaws, and these Rules and Regulations:

A. First offense – warning letter;
B. Second offense - $100.00;
C. Third offense - $250.00;
D. Fourth offense - $500.00;
E. Fifth offense - $1,000.00; and
F. All offenses after the fifth offense - $1,000.00 per offense.

The Board, however, is not limited to levying enforcement assessments. In addition to enforcement assessments, the Board may enforce the Declaration, its amendments, Bylaws, and these Rules and Regulations by filing a lawsuit seeking compliance through a declaratory judgment, injunction, or both.

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) $.10 per page; and (2) for more labor-intensive requests, $30.00 per hour for Management's time.