Rules and Regulations
Clairpoint Villas

Order: WMFXHNZD5
Address: 3055 Clairpoint Way
Order Date: 11-11-2026
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Clairpoint Villas
Condominium Association
Rules and Regulations

Preamble

Effective August 2021, the following Rules and Regulations have been adopted by the Board of Directors of the condominium community of the Clairpoint Villas for the purpose of providing residents guidance and assistance in conducting their daily lives within an environment of community living so as to make the experience as enjoyable and harmonious as possible for all residents. In the spirit of a community environment, it is expected and hoped that most differences can be resolved by discussions among neighbors bearing in mind the standards embodied in the Rules and Regulations set forth below (as may be amended from time to time by the Board of Directors). The Board of Directors has the power to enact, amend and enforce the Rules and Regulations of the Community.

Please be reminded that the grounds and other exterior components are considered common elements and belong to the Association; therefore, contract negotiation, services, and performance issues are to be determined and handled by the Board of Directors. We have had several vendors reach out to us regarding homeowner interference – either to complain or to request special or additional services. The contract is between the vendor and the Association and as owners, you have elected Directors to act on behalf of the Association. Additionally, the time obligation is a factor when determining prices; if owners and residents continue to interrupt and/or interfere with the vendors while they are working, the project (or future projects) may be priced higher. The Board of Directors and the Property Management partner (VGL) are here to receive your feedback and address any issues as needed. Please utilize these resources. Any future disruptions to the Association's vendors will be treated as a violation and may result in fines as outlined in the schedule of enforcement.

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Interpretation of the By-Laws from Atty Dittmer to simplify and clarify some areas in the Amended Declaration and By-Laws of Clairpoint Villas Condominiums:

A) Section (6) Boundaries of Common and Limited Common Areas - It states: in pertinent part "...the common area and facilities of the condominium property...consist of the land...planting areas, walks, driveways, parking areas..." (Emphasis added). As such, it is the Association, not the unit owners who own the planting area.

B) The Association Board, in its own discretion may add or remove any plantings in the planting area without providing prior notice to a unit owner. That said, the Board of Managers, in its discretion has allowed the unit owners to plant what they like in the planting area for each unit with the prior written notice or approval of the Board.

Effective June 1, 2019, any part of the common areas such as walks, planting areas, driveways, etc must require written consent from the Board.

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I. Personal Property

All personal property will be well maintained, kept in good working order, and in an orderly fashion.

A. Residents are asked to keep garage doors down, as a general rule, not only for aesthetics but also for safety.

B. Porch lights must remain on from sunset to sunrise.

C. Only furniture meant for outdoor use may be placed on patios, decks or front porches.

D. Each unit may have a reasonable number of flowerpots in neutral colors that complement the color of the condominium and trim paint.

E. In addition, each unit may have up to four ornaments. Ornaments are limited to the following approved list and may be in any combination of #1-9:

1. Statue/sculpture (two per unit) placed in the front of the unit or in the side beds or patio/deck area, neither of which shall exceed 4' in height and 2' in width or depth.

2. Door decorations (one per unit).

3. Wind chimes (one per unit), placed so as not to disturb neighbors.

4. Birdbaths (one per unit) in patio/deck area or mulched area that is kept clean so as not to attract mosquito larvae.

5. Bird feeders (two per unit) that are well maintained so as not to attract rodents. Placement is addressed in Section V-F of this document.

6. Potted vegetable gardens as described in Section V-E.

7. Decorative fountains (one per unit) in patio/deck area, on porch or in the mulched area.

8. Wall plaques (two per unit, one of which may be placed on the side wall of a front porch and the other on the deck privacy fence or, in the case of a patio, the wall plaque must be part of a plan or scheme approved by the Board).

9. One flag or windsock per unit is permitted. This may be the American flag or a decorative flag. Flags should not exceed 4' x 6' in size. Windsocks should not exceed 2' in length.

II. Holiday Items

Winter holiday lights and decorations are permitted and may be placed on the exterior of your unit as long as they do not damage the unit's siding, gutters, trim, roof, and/or any other exterior component. These items may only be displayed beginning the day after Thanksgiving and must be removed no later than the end of January.

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III. Satellite Dishes

Installation and placement must comply with FCC regulations and must be approved by the Management Company. All dishes should be at roof level and placed on the side or back of the unit. Any additional antennae such as those used for analog HDTV must be installed in the unit owner's attic. All hole repairs will be the responsibility of the present owner before selling their unit. The unit owner is responsible for any leakage or damage resulting from installation and is responsible for matching existing materials when repaired.

IV. Spotlights

Spotlights may be used to appropriately display the American flag or for holiday decorations. Positioning of spotlights should not be intrusive to neighbor's unit. Placement of any others must be approved by the Board through the Management Company.

V. Flowers and Landscaping

A. Yard Maintenance

These services are <u>currently provided</u> as a part of your Condominium Association assessments <u>but are subject to change as contracts are awarded</u>:

Mowing and trimming, leaf blowing, snow removal, tree removal, and lawn treatments.

These services are **not provided** as a part of your Condominium Association assessments and are considered to be the owner's responsibilities:

Watering, dead plant removal, maintaining garden beds and removal of weeds underneath decks.

B. Patios and Decks

1. Owners may construct a patio outside of the sliding door which shall not be larger than ten (10) feet wide in front of the sliding glass door and twelve (12) feet in depth. The patio area may be enclosed by a wooden fence with a gate, no higher than six (6) feet from ground level.

2. If owners of the units of Lots 4, 5, and 6 desire a patio because of the elevation of the land, patios shall be wooden decks and if desired, with steps to ground level.

3. No replacement or material alteration of the decks shall be made without prior written approval by the Board.

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4. An Application for Exterior Improvements must be submitted to the Management Company for Board approval prior to the commencement of any work. Such Application shall contain a statement as to the impact of the improvements on the neighbors.

C. Paths and Walkways

1. Approved walkway materials include concrete pavers, stone/brick pavers, stepping-stones and mulch.

2. Path and walkway plans must be submitted to the Management Company for Board approval prior to construction.

3. Unit owners are solely responsible for maintaining their walkways and front porches from obstruction and providing proper clearance for safety and ease of use.

D. Landscape Lighting

1. Low-voltage landscape lighting is permitted in the side and back yards.

2. All landscape lighting plans must be submitted to the Management Company for Board approval prior to installation.

E. Flowerbeds, Plants and Gardens

1. Installation of additional flowerbeds, shrubs or trees is permitted with prior approval from the Board. An Application for Exterior Improvements must be submitted to the Management Company. Submit a plan that includes the size, shape and location of the proposed landscaping.

2. Any plants that attach themselves to the unit's exterior walls and can damage stucco/trim are not permitted. The owner is responsible for their removal and repair of damage, if such exists.

3. All flowerbeds are to be mulched with brown colored mulch. No orange, black, or red mulch are permitted. Landscaping rocks are permitted in flowerbeds only.

4. Vegetable gardens are not permitted; however, you may have a vegetable plant in the flowerbed or mulched area next to your patio or deck.

F. Birdfeeders and Birdbaths

1. A maximum of two birdfeeders (included as part of your four ornaments) and one birdbath is permitted at your patio/deck mulched area. They are to be kept clean and in good repair so as not to attract rodents.

2. If a birdfeeder is hung from a shepherd's hook or perched atop a

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pole, locate that pole in a mulched area for ease of lawn mowing.

G. Hoses

Hoses should be stored on hose carts, in hose boxes, or neatly coiled in the mulch at your hose bib. Hose reels mounted to the building's exterior are not permitted.

H. Fences

The only type of fence permitted is as described in Section V-B.

I. Tree Removal and Trimming

Written approval by the Board (through the Management Company) is required prior to any removal or major trimming of trees. If a professional tree removal/trimming company is hired to remove or trim trees then that company shall first be approved by the Board (through the Management Company) and shall be subject to any reasonable conditions imposed.

J. Porch Lights

For safety and security, porch lights must remain on from sunset to sunrise.

VI. Prohibited Items

A. Yard signs (exception: milestone celebratory events, such as graduation, academic achievements, anniversary and birthdays are permitted short-term.)
B. Plastic lawn ornaments
C. Swing set (child or adult)
D. Clotheslines/clothes poles may not be placed outdoors.
E. Hot tubs
F. No awning, canopy, shutter or television or citizens' band or other antenna (except satellite dishes as described in Section III above) shall be permitted or installed on the outside walls or otherwise outside the unit unless authorized in writing by the Board.

VII. Exterior Alterations

Exterior alterations include any/all changes, additions, and/or removals. All alterations to the exterior surface of the owner's building or to the common area or limited common area must have prior written approval from the Board through the Management Company. In seeking Board approval, the Application for Exterior Improvements shall contain a statement as to the impact of the alteration on the neighbors.

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VIII. Window Coverings and Storm Doors

A. All window coverings should be white, off-white, light beige, or light gray on the exterior side.

B. Approved storm/screen doors are one-piece, full-view glass/screen, sandstone in color. The Application for Exterior Improvements must be submitted to the Management Company for approval from the Board. (Storm doors may void the door warranty.)

IX. Signs

A. One professionally prepared “For Sale” sign may be displayed on the interior side of the window of a unit (not in excess of four and one-half square feet in size).

B. A security system sign provided by the owner’s security system company may be displayed in the mulched area.

C. No other signs, including “For Sale” signs, political campaign signs, building contractor signs, etc., may be placed in your yard or in any common area.

X. Animals

A. Household domestic pets, not bred or maintained for commercial purposes, may be kept in the unit. No animals, livestock, or poultry may be raised, bred or kept in any unit or common area.
B. All pets should be either on a leash or within the boundaries of an operating electronic fence while outdoors and must be under an adult’s control at all times.
C. No pet may be tethered outside the unit.
D. Pets are not permitted to relieve themselves on shrubbery or in mulched area.
E. Pet owners are responsible for the **immediate** cleanup and disposal of solid pet waste in all areas including patios, decks, sidewalks, driveways, and yards.
F. Complaints about pets must be in written form and submitted to the Management Company.
G. The City of Columbus has a “pooper scooper” ordinance that includes all of the common areas and limited common areas. If pet owners do not clean up pet waste, they are guilty of a misdemeanor and may be fined $100.00 by the City of Columbus. The ordinance also requires pet owners to clean up waste on their own property if the waste offends neighboring property owners.
H. We encourage homeowners and tenants with pets to be good neighbors and to keep your pets on a leash while outside on the premises. Columbus City Code 2327.11, titled “Animals running at large,” states: “No owner of any animal shall permit such animal to run free range on any property, not his own (common property).

XI. Streets, Parking, and Vehicles

A. Within the cul de sac, drivers shall not drive more than 10 mph.

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B. No boats, trailers, trucks (larger than ¾ ton pickup truck), or any vehicle with commercial designations may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not garage-able, will be permitted to park in the limited common area (in front of the garage) for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other residents. Commercial moving vans, when conducting contract business and commercial trucks when in the area to perform service or repair work are an authorized exception.

C. All parking by residents or guests must be:
1. within the garage,
2. in the driveway,
3. on the street in such a manner so as not to block any resident's access to the driveway, turnaround, street, mailboxes, or fire hydrants.

D. Repair work is permitted on vehicles in the resident's own garage. Short-term emergency work (flat tire, battery charge, etc.) is permitted as necessary.

E. No vehicle shall be parked in any manner that blocks any street, driveway, turnaround, fire hydrant, or the ingress/egress to any driveway other than the owner's. Parking must be in a manner to allow access for emergency vehicles. Reckless operation, excessive speed and parking or driving on the lawn areas is prohibited.

F. When parked in the cul de sac, vehicles must face the appropriate direction of the street.

XII. Trash Collection

A. Trash collections regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away within 24 hours of the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal. Containers must be closed at curbside, no overflowing containers permitted.

B. All trash for collection must be set out at the main street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage or stored on the side or back of the unit (not causing a nuisance or hindrance to lawn services. Residents will be responsible for cleanup of trash spillage from the containers.

C. Please ensure that there is enough space between receptacles for ease of collection. If you need assistance with placing/removing your bins at the curbside, due to disabling circumstances, please contact 3-1-1 to arrange for support services with the City of Columbus. Please make certain that vehicles parked in the cul de sac are not hindering access to trash/recycle pickup. The Board will issue 1st and 2nd reminders as a courtesy of the removal policy. The 3rd reminder will serve as a warning. Any additional reminders after warnings are issued, may result in a fine assessment.

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XIII. Solicitation

Door-to-door solicitation is strictly prohibited. If a resident wishes to promote an event, fund raiser, etc., he/she may speak directly to residents whom expressed consent and interest. Publications are not permitted

XIV. Garage Sales and Tag Sales

Due to restricted parking availability, garage sales and tag sales are specifically prohibited.

XV. Utilities

Residents are responsible for maintenance and payment of their own electric, water, cable television, satellite dish, telephone, and for calling to initiate service on the date of possession. In the event that a utility company needs to rewire or bury new lines, the unit owner must obtain prior written permission from the Board of Directors through the Management Company. These matters are considered Exterior Alterations and are subject to the review and approval of the Board, as outlined in Section VII.

XVI. Condominium Sales

Any owner who sells his or her condominium is responsible for:

1. Making certain the Association's Management Company is aware of ownership changes at the time a closing date is established.
2. Making certain all condominium dues are current.
3. Making certain new owners receive the Condominium Declaration and Bylaws and the community Rules and Regulations.

XVII. Renting / Leasing

All leases of a unit must be in writing and shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Declaration, By-Laws or Regulations of the condominium shall be a default under the lease.

State law requires that proper notification be given to the Association within 30 days.

Ohio Revised Code 5311.09 Unit owners association records

http://codes.ohio.gov/orc/5311

(2) Within thirty days after a unit owner obtains a condominium ownership interest, the unit owner shall provide the following information in writing to the unit owners association through the board of directors:

(a) The home address, home and business mailing addresses, and the home and business telephone numbers of the unit owner and all occupants of the unit;

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(b) The name, business address, and business telephone number of any person who manages the owner's unit as an agent of that owner.

(3) Within thirty days after a change in any information that division (A)(2) of this section requires, a unit owner shall notify the association, through the board of directors, in writing of the change. When the board of directors requests, a unit owner shall verify or update the information.

XVIII. Dues

A. There will be a $25 late fee for HOA dues received after the 25th of the month.

B. A unit owner's voting privileges are suspended when an assessment is delinquent for more than 30 days.

XIX. Amendments

The community Rules and Regulations may be subject to change from time to time at the discretion and by a majority vote of the Board of Directors.

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SCHEDULE OF ENFORCEMENT ASSESSMENTS

Unless otherwise stated within these Rules & Regulations, the Board will impose enforcement assessments per the following schedule if a violation is not cured within the required timeframe:

- First Notice: A Warning letter only with no enforcement assessment.
- Second Notice: A $100 enforcement assessment.
- Third Notice: An additional $100 enforcement assessment.
- Fourth Notice: An additional $100 enforcement assessment.
- After Fourth Notice: The Board may seek legal action against the Unit Owner. Any resulting legal fees will be treated as a Special Individual Unit Assessment against that Unit / Unit Owner.
- Note: In the case of multiple violations for the same unit, the above schedule may be used for each violation.

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COLLECTION PROCEDURE

1. All assessments are due on the 1st of the month and are considered late if not received on or before the 25th of the month.

2. An administrative late charge of $25.00 per month will be added for any late payment or on any balance of unpaid assessments.

3. After the late date, a statement of account with balance owed will be sent by the management company to the account owner.

4. After the late date, if an account has a balance totaling the equivalent of two months of monthly assessments or more, the Association's attorney is authorized to send a collection letter to the account owner.

5. After the late date, if an account has a balance totaling the equivalent of three months of monthly assessments or more, the Association's attorney is authorized to file a lien or small claims complaint. The Association's attorney is authorized to execute, and upon satisfaction, release said lien.

6. After the late date, if an account has a balance totaling the equivalent of five months of monthly assessments or more, the Association's attorney will solicit authorization to file a Complaint for Foreclosure with a claim for a personal money judgment. Prior to filing the Complain, the Association's attorney is authorized to send notice of the foreclosure authorization with demand for payment.

7. Upon service of a Complaint for Foreclosure initiated by another lienholder, the Association's attorney will file an Answer to protect the Association's interest. If there is a lien, the Association's attorney will file an Answer along with a Cross-claim for foreclosure and for a personal money judgment to pursue the amount owed to the Association. The Attorney may advise the Association against this in certain cases.

8. Once in foreclosure, partial payments may not be accepted and, if the property is rented, the Association's attorney is authorized to file a Motion to Appoint a Receiver to collect the rents.

9. The Association's attorney will submit all settlement and payment plan proposals to the Board for the Board's consideration and decision.

10. This procedure remains in effect until duly changed by the Board.

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