

Procedures, Rules, and Regulations
Effective April 1st, 2023

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I. Introduction

The following procedures, rules, and regulations are designed to protect the investment of all unit owners as well as enhance the living environment and safety for all occupants in The Exchange Urban Lofts community. It outlines many of the benefits and amenities that make the community such a great place to live. It also highlights the policies and rules that help keep it that way. In the case where unit owners or tenants are not in compliance with the policies and rules, the Board of Directors and/or management will follow procedures documented here. Any questions about the items covered in this document should be addressed to the Board of Directors or management.

II. Building Information

A. All procedures and rules must be followed by all unit owners, occupants, tenants, and guests of owners or occupants on the condominium property. This includes residential and commercial unit owners, residential and commercial tenants, hired employees, and any guests of residential/commercial unit owners, occupants, or tenants. Unit owners will be held responsible for all rule violations by a tenant, hired employee, or guest. The Board of Directors has legal authority to issue fines for rule violations after following the proper statutory procedures contained in Ohio law regarding enforcement assessments.

B. Unit owners and residents can contact the Board through the management company. The current building management company is:

Leah Meadows
Link Property Management
2500 Farmers Drive
Suite 250
Columbus Ohio 43235
614.686.7775
mysupport@linkapm.com

EMERGENCY-ONLY SUPPORT
614.639.5021

C. Cable, Internet, or telephone service personnel may need access to the maintenance closets on each floor. Access can be arranged through the management company.

D. The conference room may be reserved through the management company. Except as otherwise noted, all common areas and amenities are available on a first come first served basis.

E. Any common area may be reserved by the Board of Directors by a written notice to the residents.

F. Management shall have a right of entry and access to, over, upon and through all of the condominium property known as, The Exchange Urban Lofts 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 item or area in The Exchange Urban Lofts. In the event of an emergency, the management's right of entry to a unit and its appurtenant locked or enclosed limited common elements may be exercised without notice; otherwise, management shall give the owners or occupants of a unit not less than 24 hours advance 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 element, such as an unenclosed parking space.

G. Replacements for door key cards/fobs and garage/gate openers are the unit owners' responsibility. Contact the management company for replacements or additional devices. A fee is charged for these items.

H. Access devices MUST be requested with at least 72-hour notice. Devices can only be requested by the CURRENT unit owner. Requests by real estate agents, unit managers and other individuals are not permitted. There are no exceptions to this policy.

I. Management is responsible for cleaning the exterior of all the building's windows and will do so at least once per year.

J. Some building common areas are continuously monitored by video surveillance. Copies of the recordings are generally available for up to 14 days. There is no guarantee that a video will be available. Contact the building management to request a copy of the video surveillance.

K. All residential units receive cable and Internet service at a bulk discounted rate included in your association fees. The current standard service is Spectrum Digital Choice package with one converter. Each unit is wired with one "always on" Internet connection provided by Bresco Broadband. Additional services and upgrades can be purchased from the cable and Internet providers and will be billed to the individual unit resident/owner.

L. The building access system supports two smart phone applications. One allows residents to open all secured doors using their smart device using Bluetooth. The second allows residents to see video of visitors requesting entry to the building before opening the front door. Contact Bresco at 614 444-1001 to get these applications installed on your smart device.

M. Towing - Please review the following guidelines should you have a vehicle that requires towing from your spot:

1. Call the Link Property Management at 614.686.7775 or mysupport@linkapm.com

2. Provide the following information:

   - Parking spot number
   - Make, model, and color of the vehicle.
   - License plate number
   - Caller information and phone number

3. Once it is confirmed by management that the vehicle does not belong in the space, the towing company will be contacted. You must remain on premises to provide the towing company with access to the parking lot. No one from management is available on site to accommodate their access and they do not have the ability to access the parking lot unless you let them in. Once the car is towed, it is the vehicle owner's responsibility to recover the car from the towing company. The contact information is posted in the parking lot.

N. Leased Parking - There are five parking spaces available for lease from the association, four in the outside lot and one in the garage. These spaces are auctioned to the highest bidders once a year. Because the monthly charge is billed to the unit owner, only unit owners may bid on the leases. However, a renter may work with their unit owner to bid on a space. Lessees receive an opener to use with the space while it is leased. The opener must be returned at the end of the lease.

There are also motorcycle/scooter parking spaces in the garage available on a first-come first-served basis. The current lease rate is $50/month and includes an opener during the lease period. Contact the property manager for details.

III. Insurance Deductible Policy

A. This policy for the Association relates to the payment of insurance deductibles which arise out of claims on the Association's property/casualty insurance. Please use this information to help guide decisions you make with your insurance advisor.

B. The Association makes no provision in its budget each year for the payment of insurance deductibles because of the unknown nature and frequency of such costs and insurance claims. Therefore, no part of the assessments paid by the unit owners is used for funding the insurance deductible.

C. Pursuant to O.R.C. §5311.081(B)(5), the Association, through the Board of Directors adopted this policy regarding the payment and distribution of insurance deductible amounts when a claim is filed using the Association's casualty insurance:

> "Any insurance deductible amounts paid by the Association for casualty loss claims which affect a unit shall be apportioned between the amount of the deductible attributable to any unit or component of a unit and to the Common or Limited Common Elements. The amount of the deductible attributed to a unit or component of a unit shall be paid by the unit owner, except in the event that the Association, through its negligence, was the cause of the damage to the unit.
>
> If the damage to the unit and/or Common Elements (including Limited Common Elements) is caused by the negligent or intentional actions of the unit owner, guests, or occupants of the unit, the entire deductible shall be paid by the unit owner. If the unit owner fails to pay the apportioned amount within a reasonable time 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 Ohio law. In addition, the Board may seek a personal judgment against the unit owner for nonpayment of the amount of the deductible which is not paid. The unit owner will be responsible for all costs of collection, whether for actions in equity or at law, including attorney fees and paralegal fees that are incurred by the Association as a result of the unit owner's nonpayment of the deductible."

IV. Collection Policy

THE EXCHANGE URBAN LOFTS CONDOMINIUM ASSOCIATION
COLLECTION POLICY

The following collection policy is hereby adopted by the Board of Directors (herein after referred to as "Board") on this 9th day of September 2022.

1. Monthly assessments are due on the first (1st) of each month. Monthly assessments are considered late if not received within ten (10) days of the due date.

2. An administrative late fee of $25 per month shall be assessed for any late payment or any unpaid assessment due the association. The Board reserves the right to increase the late fee from time to time. An NSF fee of $35 shall be charged to the Unit owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account.

3. The association's attorney shall send a demand letter to any owner who is 60 days or more in arrears and is delinquent in the payment of any assessments, electric bill, fines, and/or related charges by more $1,500.00, with the costs of the letter to be added to the owner's account.

4. The association's attorney shall prepare and file a lien against any owner who is more than 90 days in arrears and is delinquent in the payment of any assessments, electric bill, fines, and/or related charges by more $1,500.00. The association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.

5. The association's attorney shall prepare and file foreclosure, with the Board's authorization, against a Unit owner that is 120 days or more in arrears and delinquent in the payment of any assessments, electric bills, fines, and/or related charges by more $2,500.00, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

6. The association's attorney shall file a protective answer or an answer and crossclaim, with the Board's authorization in any foreclosure initiated by the owner's lender or another lien holder. The association's crossclaim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

7. At the discretion of the Board, the association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

8. This collection policy will remain in full force and effect until such a time as the Board, in its full and complete discretion, changes the collection policy.

9. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.

10. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

11. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.

12. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

13. The Board hereby suspends the voting rights of any Unit Owner during the period the account remains delinquent 30 days or more until such time as the account is paid in full.

14. The Board may, through the management company, make payment plans with a delinquent Unit owner if a foreclosure has not been filed. Once a foreclosure is filed, the Board may, through the association's attorney, make a payment plan with a delinquent owner.

V. Rule Enforcement Procedures

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

A. A warning letter may be sent to the Unit owner (and tenant if the Unit is not owner occupied) with written notification of the violation and if a time to cure is appropriate, a reasonable time to cure will be stated.
B. If the violation is not cured after the warning letter, a notice will be sent to the Unit owner. The notice will include the amount of the proposed enforcement assessment, an opportunity for a hearing with the Board within 14 days from the date of the written notice, and a statement of how the Unit owner can request a hearing with the Board.
C. The Unit owner must request a hearing IN WRITING no later than 14 days after the date of the written violation notice sent to the Unit owner, and if the Unit owner fails to timely request a hearing in writing, the Unit owner will have waived his or her right to a hearing and the Board will immediately impose the assessment/charge to the Unit owner's account.
D. If a Unit owner timely requests a hearing with the Board to dispute the assessment/charge, the Board must provide written notice to the Unit owner of the time, date, and location of the hearing at least 7 days before the hearing.
E. If a hearing is held to dispute the assessment/charge, the Unit owner and/or tenants may provide any information to the Board they feel is necessary to provide information related to the violation and the Board will then provide the Unit owner with a written decision regarding the assessment/charge no later than 30 days after the hearing has been held.

Other Guidelines

A. The Board will determine the severity of the violation based on facts available at the time. Assessments will be levied using the following schedule:

	Occurrence			
Violation severity	**First**	**Second**	**Third**	**Fourth**
Low	Warning	$50	$100	Board discretion
Medium	$100	$150	$200	Board discretion
High	$250	$500	Board discretion	

B. Subsequent offenses for the same violation may result in legal action to enforce the Association's rules and regulations or provisions of the Declaration and Bylaws, including any amendments of the Declaration and Bylaws.
C. The Board has the right to adjourn a hearing if the Unit owner and/or tenants attend a hearing with their respective legal counsel and the Board was not notified of such attendance prior to the hearing.
D. The Board will only reschedule a hearing one time for any reason unless the reason is the Unit owner has not notified the Board in a timely manner that counsel for the Unit owner will be attending the hearing. The Board has

the right to reschedule the hearing so that counsel for both the Association and Unit owner may attend the hearing.

E. The Unit owner will be financially responsible for any violations committed by occupants of the Unit or guests associated with the Unit.
F. All notices regarding the enforcement policy will be sent by regular or certified U.S. Mail to the home address and/or mailing address of the Unit owner (including the tenants if the Unit is not Owner occupied).
G. The Board has a right to suspend the Unit owner's or tenant's use of the common areas or amenities and suspend the voting rights of the Unit owner for any violation related to the Unit, including the occupants or guests associated with that Unit, for no more than sixty (60) days from the date of the hearing.

VI. Rules

○ Section A, General Rules

Rule #	***Description***
A-1	Smoking is not permitted in any common areas. This includes the rooftop deck and parking areas.
A-2	Owners and occupants may not interfere with the rights, comfort, or convenience or unreasonably disturb other unit owners or occupants. This includes noise and other types of pollution such as smoke, excessive odors, or trash. Please see Section J, Noise, for regulations related specifically to noise complaints.
A-3	The sidewalks, driveways, hallways, lobbies, and other areas used for getting to and from parking spaces, residences, and/or common areas shall be left clear and unobstructed. They may not be used for any purpose other than for ingress and egress. Residents may not leave any personal property or debris in the common areas.
A-4	Doors to common areas shall always be kept closed except when in actual use for ingress or egress.
A-5	Children under the age of 12 must be supervised by a responsible person 18 years of age or older in all common areas.
A-6	Solicitation is prohibited anywhere in the building. The only exception to this rule is printed notices posted on the bulletin board in the lobby. The board maintains the right to remove any notice which is meant to harass, discredit, or defame any owner or occupant. Items which are considered sexual or inappropriate will be removed from the bulletin board at the Board of Directors' sole discretion.
A-7	Each unit owner is required to provide management keys (or equivalent method/device) to permit access to the unit for emergency purposes or routine inspections by management (provided required notice is provided).
A-8	Unit owners are required to provide the management company with contact information for the unit owner, all occupants/tenants, and management company if any. The contact information includes the names of all occupants of the unit, the home and business addresses for the unit owner(s) and all occupants, the home and business (cell) phone numbers for the unit owner and all occupants. A form is available from the property manager to provide this information. This information must be provided to the management company no later than thirty (30) days after it is initially requested per Ohio law.
A-9	Each unit is limited to 5 non-resident guests in a common area (e.g., rooftop deck, conference room). If you are having a special occasion and want to invite more than 5 guests, contact the property manager or a Board member for approval prior to the event.
A-10	Unit owners, tenants, and guests may not operate drones or any other remote-controlled flying object within any common area, limited common area, or airspace above the property.

- Section B, Utilities

Rule #	***Description***
B-1	Common utilities shall not be used or left running for unreasonable or unnecessary lengths of time.
B-2	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 may be left in this area. If any damage to the property of others, including the common areas, 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 residence from which the damage originated.
B-3	The heating, cooling, hot water, lighting, or similar apparatus located in common areas or the building (other than the unit) shall not be altered or tampered with in any manner. Only the property manager or person(s) authorized by the Board shall have authority to regulate or manipulate these items. Residents or contractors may not alter or remove any common lines, pipes, wires, ducts, or any other portion of the common plumbing, heating, HVAC, fire suppression or protection systems or lighting or electrical mechanisms in the building for any reason at any time. Contact the property manager if your Contractor needs access to any common elements.
B-4	Trash disposal rules: ● All trash must be placed in the dumpster in Lazelle Alley ● All trash must be bagged and tied to secure contents in the bag ● No items should be left on the ground ● Bulk items left in the dumpster area are prohibited. Bulk items left in this area will be removed by management and a fee assessed to the unit responsible for leaving such items. Contact the building manager to arrange bulk item pickup. ● Construction materials are prohibited in the association dumpster; any costs incurred by the Association because of construction materials placed in the dumpster will be assessed to the unit responsible for such items.
B-5	Electric accounts (sub-metered electric) are the responsibility of the unit owner. A tenant cannot be added or replaced as the responsible party on an electric account. The electric bill must be addressed to the unit owner at their address on record with the association. An electric bill cannot be sent to a tenant of a rented unit.
B-6	Unit owners are responsible for maintaining and repairing the electric sub-meters for their respective unit.
B-7	Unit owners are responsible for repair, cleaning and maintenance of (i) unit furnaces and heating and air conditioning units located in a unit or serving only the unit and (ii) plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus which are in the unit and serve only the unit. This includes compressor units in the garage and on the roof.
B-8	All HVAC repairs or service calls requiring access to the rooftop deck must be scheduled and coordinated through the management office.

- Section C, Building Structure, Rooftop and Private Decks

Rule #	***Description***
C-1	Nothing may be thrown or emptied out of the windows, decks, roof, or exterior doors of any residence, nor thrown or emptied into the common areas. Any costs incurred by the Association related to a violation of this provision shall be assessed against the unit owner.
C-2	Nothing shall be hung or placed on any outside wall of the building, exterior door, window, or patio visible to the exterior unless authorized by the Board. Some examples include (but are not limited to) window air conditioning, window fans, flags, lights, or banners, etc.
C-3	Nothing may be added to the exterior suite doors or hallway of any residence. Some examples include (but not limited to) doormats, wreaths, signs, knockers, etc.
C-4	Maintenance of unit doors and hardware (locks, hinges, peep holes, etc.) is the unit owner's responsibility. Replacement hardware must be of the approved finish, brushed nickel. If you have questions as to what is acceptable, please contact the property manager.
C-5	Decks cannot be enclosed and may be altered only with written consent of the Board of Directors as the deck is a limited common element and there are legal ramifications related to altering or enclosing a deck.
C-6	Radio/TV antennae or dishes may not be installed on the exterior of the building.
C-7	Dangerous or hazardous materials may not be brought into or stored in any common area, unit, or storage unit except those for normal household use. Some examples include (but not limited to) gasoline, paint thinners, varnishes etc. Chemicals or other materials which pose a fire hazard in the building are prohibited- See D5.
C-8	Water beds are not permitted.
C-9	Use of the rooftop deck is restricted to the deck area only. Leaving the deck and walking on the rubber roof is prohibited. Violation of this provision by a unit owner, guests, occupants, or tenants will result in a $500 fine and in addition, any and all costs incurred by the Association resulting in damages from such a violation. This includes throwing anything onto the rubber roof of the building's rooftop.
C-10	Cooking on propane grills is allowed on the rooftop and private decks. Rules: ● The grill must always be attended by an adult while in use ● A fire extinguisher must be nearby and readily available for use and in proper working order ● Turn the gas off at the tank after use. ● Clean the rooftop grill after you use it.
C-11	No fireworks or any other similar combustible materials are allowed on the rooftop deck or other areas of the Condominium property.
C-12	Smoking is not permitted on the rooftop deck. First violation will result in a $50 fine. Subsequent violations will increase by $50 for each occurrence.
C-13	Pets are permitted on the rooftop deck. These rules must be obeyed: ● Pets must be leashed and always controlled.

Rule #	Description
	● Pets must be kept away from other residents unless they invite you to join them. ● Clean up any mess made by your pets. ● Pets cannot leave the deck and walk on the rubber roof.
C-14	The exterior surface of all exterior window treatments must be a neutral color (white or beige).
C-15	A propane fire pit is available on the rooftop deck. Please obey these rules while using the fire pit: ● Keep combustible material away from the flames. ● Turn off the gas at the firepit valve and the tank valve when you leave the deck.

- Section D, Storage

Rule #	*Description*
D-1	The common areas, corridors and/or mechanical rooms may not be used for the storage of any personal items. The property manager has the authority to have personal items stored in these areas removed without notice to the person storing such items.
D-2	Nothing may be placed within 18 inches below the sprinkler head system or 3 feet from all electrical panels and water valves. If any items are found to be in violation of this provision, the property manager shall have the items removed so that the area is brought into compliance with this provision without any notice to the person storing such items.
D-3	All storage lockers and contents are to be kept in a sanitary, neat condition and the door must always be secured unless in use; the Association is not responsible for the theft of any contents including personal property.
D-4	No perishable items of any kind may be stored in any common area including the basement storage area.
D-5	Franklin County Fire Safety Code prohibits storage of combustible products (e.g., gasoline, etc.) in multifamily dwellings. No hazardous or flammable materials may be kept in the storage areas.

- Section E, Pets

Definition

Pursuant to the Declaration, dogs, cats, and other domestic pets (fish, birds, hamsters) may be kept in a unit provided they do not interfere with other residents' enjoyment of the property. No wild or exotic animals, including reptiles, insects, spiders, or other species of insects or animals not defined as a domestic pet above shall be permitted on the condominium property at any time. No livestock, poultry, or any animal kept for breeding purposes, whether a domestic animal or not, shall be kept on the condominium property.

See the Fitness Center and Building Structure, Rooftop and Private Decks sections for additional rules regarding pets.

Rule #	***Description***
E-1	Pets must be on a leash or in a carrier and under the physical control of a person while in the common areas.
E-2	The owner of a pet will be responsible for all damages caused by the pet, including any costs for liabilities to another owner, occupant, or tenant incurring injury or damages which are caused by the pet and this also includes damages or injury to another pet of a owner or .
E-3	Pet owners shall clean up and dispose of any waste or other messes made by their pet in any common area.
E-4	Any dog which meets the definition of a vicious or dangerous dog pursuant to Ohio law is prohibited and no pet of any kind may be a nuisance to the health, safety or welfare of any person or property within the condominium.
E-5	Pets must have valid and current county licenses and be current with all vaccinations as required by standard veterinary practices.
E-6	There shall be no more than 2 dogs or 2 cats (or a combination of 1 dog and 1 cat) maintained within a unit. The Board has the right to place limitations on the number of fish, birds, or hamsters, as determined by the Board at the Board's sole discretion.
E-7	The Board has the authority to terminate a unit owner's or occupant's right to maintain a pet in a unit if that pet is deemed to be a nuisance by the Board or meets the definition of a vicious or dangerous dog under Ohio law.

- Section F, Parking and Vehicles

See Building Information section for additional information regarding towing vehicles.

Rule #	***Description***
F-1	Parking in unmarked spaces of the garage or parking lot is prohibited. Standard remediation - Immediate towing. Prior notice to the vehicle's owner is not required.
F-2	Parking in other residents' assigned spaces or leased spaces without permission is prohibited. Standard remediation - Immediate towing after confirmation from the space's assigned owner/lessee and prior notice to the vehicle's owner is not required.
F-3	The repair or maintenance of automobiles or other vehicles (including changing motor oil) on the property is prohibited. Only jump starting a battery, replacing a battery, or fixing a flat tire is permitted.
F-4	Trucks, vans, and vehicles used for commercial purposes including tractor rigs, buses, panel trucks, and trailers of any size which are used for carrying tools, equipment, supplies, or material for one's full or part-time business are prohibited.
F-5	Large trucks, vans, and other commercial vehicles shall be allowed in the parking areas when requested by a resident or building management and only during the time services are provided. No such vehicle may remain in the parking areas overnight except in emergency situations with authorization from the property manager.
F-6	Inoperable vehicles are prohibited from being parked on the condominium property. A vehicle shall be considered "inoperable" if (a) it does not have a current license plate or license tag or (b) it cannot move under its own power or (c) it is inoperable in any other manner. Standard remediation - Immediate towing subject to 24-hour notice to the vehicle's owner. If the owner cannot be determined, the vehicle will be towed as soon as reasonably possible.
F-7	Bicycles may not be stored in any common area other than the basement storage units or the bike racks in the garage. Bicycles parked in unauthorized areas will be removed from the unauthorized area by the property manager or person authorized by the Board to conduct such removal, as necessary. Prior notice of removal is not required.
F-8	There is one temporary space for loading/unloading only. Residents may park in this space for 30 minutes only. Violators will receive a warning placed on their car. If a subsequent violation occurs, no matter the length of time between violations, the car will be towed without warning.

- Section G, Unit Construction/Remodeling/Repairs

Definition

For this Section, “construction activities” shall include construction, remodeling, repair and replacement, including projects which are entirely within a single unit. Construction activities include, but are not limited to: (i) reconfiguration of interior walls or doors; (ii) replacement or addition of doors, skylights, windows ; and (iii) any activity which penetrates beyond the boundaries of the unit including the perimeter walls and the unfinished surfaces of the floors and ceilings. Construction activities do not include merely redecorating, such as painting, carpet installation and wallpapering.

Rule #	***Description***
G-1	Before undertaking any construction activities outlined above, owners must submit to the Board of Directors detailed written plans and additional information as the Board requests. Construction activities cannot commence until plans are approved in writing by the Board and must be undertaken in accordance with the approved plans. Material changes to the plans approved by the Board must also be approved prior to work being on any of the material changes. All necessary building permits related to construction activities are to be obtained by the owner (or owner’s contractor) and proof of required permits must be provided to the Board or Manager upon request.
G-2	Any person undertaking installation, repair and/or maintenance must have all necessary licenses, workers’ compensation, and general liability insurance in amounts customary for persons engaged in the same business. Upon request from the property manager, the unit owner must provide proof of insurances and licenses.
G-3	The owner will be responsible for any damages to any part of the Condominium Property caused by a Contractor retained by such owner or by an occupant of such owner’s unit. Damages may be repaired by the Association, and the owner will be required to reimburse the Association the full cost thereof.
G-4	All discarded building materials or supplies and construction debris must be disposed of by the Contractor doing the construction activities. None of this material is to be placed in the dumpster or anywhere else on the Condominium Property unless prior arrangements to do so are made with the building management. The owner will be responsible for the cost of any additional trash pick-up(s) or other charges attributable to the disposal of building materials, supplies, construction debris on the Condominium Property by a Contractor retained by such owner or by an occupant of such owner’s unit.
G-5	Construction activities are limited to between the hours of 8:00 A.M. and 6:00 P.M., Monday through Saturday, except that construction activities are prohibited on the following days: New Year’s Day, Memorial Day, The third and fourth days of July, Labor Day, Thanksgiving Day and the day after, Christmas Day.
G-6	The infrastructure of the building may not be disturbed by any construction. Infrastructure includes the roof (including the ceiling inside 7th floor units), structural beams, concrete columns, building foundation, penthouses, brick walls, stairwells, and any other structural component of the building. If you or your contractors have any questions regarding the infrastructure of the building, please contact the property manager.
G-7	Approval is required for staging, storing, or performing work activities in a common area related to a unit’s construction plan. The unit owner should send a request to building management for this approval prior to construction starting.

- Section H, Moving In and Out

Rule #	***Description***
H-1	All moves in or out of the building must be scheduled through the management company at least five business days in advance. If the move is scheduled with less than five days notice, there is no guarantee it can be accommodated.
H-2	The west elevator only may be used for moving. The management company will put up moving pads in the west elevator on the day of the scheduled move. The elevator pads must be used while moving and must remain on the elevator until management removes them.
H-3	Residents may **not** use both elevators while moving.
H-4	Unit owners are responsible for all damages caused while moving. This includes damages caused by the unit owners' tenant(s) and/or moving company.
H-5	Do not block fire exits or access to any part of the building while moving. Any items found to be blocking the fire exits will be moved by maintenance or an authorized person if necessary. All costs related to the removal of items from the fire exits will be accessed against the unit owner (this also applies to the unit owner's tenants).
H-6	Moving hours are from 7:00 AM to 10:00 PM Monday – Sunday. No moving may be done outside of this time frame.
H-7	Moves must be conducted through the main entrance on Third Street. Moving trucks are not permitted in the parking lot. The main entrance doors must always be supervised if it is necessary to prop the doors open during the moving process.

- Section I, Hoarding or Unsanitary Conditions of a Unit

Rule #	***Description***
I-1	Hoarding, for the purposes of these rules and regulations, shall be defined as: “The inordinate accumulation of possessions which endanger the health or safety of the unit owner, other unit owners or occupants, or of the common elements or which do not permit living areas to be used at intended”. Unsanitary condition, for the purposes of these rules and regulations, shall be defined as: “an unclean or unhealthy condition present within a unit which affects the health, safety, and well-being of the unit owner or occupants of that unit or nearby units.
I-2	The association shall have the right to enter the unit where hoarding or an unsanitary condition is suspected with a 24-hour written notice to the unit owner and/or occupant of the unit. The association shall have the right to inform local health and governmental authorities as needed of the circumstances or condition of the unit, and shall maintain the right to remove any item(s) contributing to the endangering of health and safety of the occupant and others such as trash, debris, food, pet waste, and other toxic/ harmful items or objects which are found in the unit and upon the common elements. The unit owner will be responsible for all costs related to removal, cleanup, and extermination of vermin or insects, if necessary.
I-3	The association shall have the right to periodic inspections of the unit so long as the same unit owner or occupant continues to reside in the unit where the “hoarding” or “unsanitary” condition existed. This right shall be continuous for the duration of the occupant’s residency in that unit or another unit within the condominium.

- Section J, Noise

Rule #	***Description***
J-1	Unit owners, occupants, tenants, and guests shall not unreasonably disturb the peace and quiet enjoyment of other residents within the condominium. Nothing in these rules and regulations shall result in a commercial unit of any type being exempt from this provision.
J-2	If the property manager or Board receives more than one (1) written complaint from two or more residents from distinct units within the condominium related to loud noise or noises which disturb the residents, the property manager or Board shall provide a written notice to the offending unit owner which was the source of such complaints.
J-3	Any unit owner, occupant, or tenant receiving two (2) or more notices from the property manager regarding noise complaints will be considered in violation of this section of the Rules and the nuisance provisions of the Declaration, and will receive a violation notice. If the unit owner, occupant or tenant fails to request a hearing and appear before the Board at the scheduled hearing, the right to a hearing before the Board shall be waived and an enforcement assessment shall be imposed upon the unit owner. This includes noise complaints against the occupants of the unit if the unit is not owner occupied.
J-4	Any occupant, or tenant receiving more than three (3) notices from the property manager regarding noise complaints within a 6-month period may be subject to eviction initiated by the association, as the agent for the unit owner, pursuant to Ohio Condominium Law, O.R.C. 5311.19 (B). All costs of the eviction, including reasonable attorney fees, shall be assessed against the unit owner per O.R.C. 5311.19.
J-5	Any unit owner receiving more than three (3) notices from the property manager regarding noise complaints within a six (6) month period may be subject to any legal remedies available to the association to abate the noise issues related to that unit.

- Section K, Realtor Lock Boxes

Failure to abide by these rules will result in the removal of your lockbox.

Rule #	***Description***
K-1	No owners or their agents may place lockboxes in any common area or element of the Condominium, except as permitted by the Board.
K-2	Lockboxes that contain fobs to access the building are prohibited from being placed anywhere outside of the building. Any lockboxes found in violation of this rule will be immediately removed.
K-3	Lockboxes that contain keys or door codes that provide access to an individual unit may be placed on the bar provided in the lobby near the mailboxes. These lockboxes may only be used for units that are actively for sale on the Multiple Listing Service (MLS). The use of lockboxes for units that are being leased is prohibited. Unit owners selling their units using a method different than MLS should contact the Board for an exception to this rule.
K-4	Lockboxes must contain all the following information: unit number; listing agent's name; listing agent's brokerage; and listing agent's phone number.
K-5	Lockboxes must be removed promptly after the sale is completed or the unit is no longer listed for sale.

- Section L, Leasing

See the General and Utilities sections for additional rules regarding leased units.

Rule #	***Description***
L-1	All leases must be submitted to building management in writing before tenant occupancy. The lease agreement must be in writing and provide that the lease is subject in all areas to the provisions of the Declaration & Bylaws and the Rules adopted by the Board. The lease must provide that failure by the tenant to comply with the terms of the Declaration & Bylaws and the Rules will be a default under the terms of the lease.
L-2	Lease terms shall be for no less than thirty (30) days and no longer than one (1) year.
L-3	New leases for units need to be provided to the Board, via the management company, in writing prior to the leasing of the unit to ensure the building stays within secondary mortgage market and lender requirements. Currently there is a Leasing Amendment recorded with the Franklin County, Ohio Recorder in Instrument Number 201301170009316. The limit for leasing in the Condominium is no more than 50% of the units. New leases must be submitted to the property manager within 30 days prior to the residents moving into the unit and shall include the names of all occupants of the unit. Any lease not timely submitted in writing to the Board prior to residents moving into a unit may result in the association taking legal action to evict the tenants according to Ohio law.
L-4	Tenants must comply with all provisions of the Declaration and Bylaws, rules and regulations and Ohio law. The unit owner is responsible for providing tenants with a copy of the Declaration and Bylaws and the Rules and Regulations for this community. Any tenant in violation of these rules or any restriction contained in the Declaration and Bylaws may be evicted by the association, per Ohio law, for non-compliance.
L-5	No unit or part thereof shall be rented or used for transient or hotel purposes. Transient or hotel purposes is defined in the Leasing Amendment recorded in Instrument Number 201301170009316, of the Franklin County, Ohio Recorder as a) rental for any period less than 30 days, b) rental where occupants are provided customary hotel services such as room service for food and beverages, maid service, furnishing laundry and linen, busboy service, and similar services; or c) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only.

- Section M, Fitness Facility

Rule #	***Description***
M-1	Rules: ● Use of facilities and equipment is at your own risk. You are responsible for knowing your own physical limitations. The Association and building management accept no responsibility for any injury that may occur. ● Use equipment properly and follow directions carefully. ● Shirts and shoes must always be worn. No sandals, flip flops, or bare feet. ● No children under 18 are permitted without adult supervision. ● Please keep breakable objects out of the fitness room. ● No food, alcohol, or horseplay is permitted. ● No pets allowed. ● Please put all equipment back in designated areas. ● Do not drop weights. ● Please be mindful of your belongings. The Association is not responsible for lost or stolen items. ● Please report faulty equipment to building management. ● Please wipe down all equipment after use. ● Please turn off the TV, cable box, and lights upon leaving.