

Heritage Condominiums' Resident Handbook

June 2022

HANDBOOK OF
HERITAGE CONDOMINIUM UNIT OWNERS' ASSOCIATION
WESTERVILLE, OHIO 43081
Revised, June 2022

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***Cover photo by Dick Wood**

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Written Board Approval Required

Below you will find all the actions that require **Board Approval**. To get Board approval, you must put your detailed plans for your project in writing and submit it Towne Properties via mail or email. The Property Manager of Towne Properties will present your proposal to the next Board meeting. Please do not buy or start your project before you receive approval, it could cost you time and money.

1. Permission to park a boat, trailer, RV, camper, tractor-trailer, or vehicle of similar gross weight on Heritage property for five (5) days. Page: 6 Section: 6 Number: 8

2. Permission to install any shed, cabana, pergola, tent, or other high structure on your patio. Page: 8 Section: 9 Number: 2 Patios

3. Permission to add an attachment on the patio wood fence. Decorative lights do not need approval. Page: 8 Section: 9 Number: 3 Patios

4. Permission to install a security camera to the exterior of the condominium unit. Page: 9 Section: 10 Number: 2

5. Permission to make any modification, changes, additions, or improvements to the exterior of the unit buildings, common areas, or limited common areas. Page: 11 Section: 15 Number: 1

6. Permission to change the location of any air conditioner. Page: 11 Section: 15 Number: 8

7. Permission to display any item in the window or on the outside of the building—exterior walls, doors, and roof. Examples of these items are signs, banners, stickers, awnings, canopies, shutters, radio or television antennas or satellite dishes. Page: 11 Section: 15 Number: 9

8. Permission to install a trellis in front of the condominium. Page: 11 Section: 15 Number: 11

9. Permission to install a satellite dish when the exterior must be modified. Page: 12 Section: 16 Number: 1

10. Permission to bring more than 2 guests per unit to the swimming pool. Page: 13 Section: 17 Number: 2

11. Permission to make any adjustment to the entry stoop to your condo. Page: 15 Section: 20 Sidewalks

12. To get reimbursed for a common element plumbing repair. Do this before contacting a plumber. Page: 22 Section: Appendix IV Plumbing Responsibilities

1. FORWARD

Condominium associations have rules and regulations that provide a framework for living together. This framework allows all residents the peaceful enjoyment of their homes by providing a clean, safe, and quiet residential community. **These rules are what control the quality of life in our community and help maintain and increase property values.**

As a unit owner of Heritage Condominiums, you may have questions regarding the Heritage Unit Owners' Association rules, fees, organization, maintenance, common elements, etc. This booklet answers some of those questions. It supplements, but does not supersede, any conditions specified by the Declaration and Bylaws of the Heritage Condominium Unit Owners' Association (which we encourage you to read).

The Heritage Board of Managers has approved the Rules and Regulations contained herein pursuant to the authority granted by Article VI. Section 4, of the Bylaws and apply to all unit owners, their tenants, guests, and invitees of either.

This booklet serves as written notice of all current rules and regulations not included in the Declaration and Bylaws. Any revisions, changes, or additions hereto become effective as of the date approved by the Board.

Unit owners who choose to rent their units are required to provide their tenants with a copy of this handbook containing the Rules and Regulations of the Heritage Unit Owners' Association and are strongly encouraged to incorporate them into their rental agreements. Contact Towne Properties to have an extra copy emailed to you.

Remember**, the unit owner** is held accountable for the actions of themselves, their tenants, their families, and their guests.

2. MOVING RESPONSIBILITIES

1. **WHEN SELLING A UNIT, IT IS REQUIRED BY LAW TO HAVE THE TITLE COMPANY CONTACT "TOWNE PROPERTIES" BEFORE CLOSING.** Towne Properties will provide a complete package of information including the Association's Declaration and By-Laws to the title company to present to the new owner at closing.

2. When moving, call Towne Properties to arrange for bulk pickup. Bulk items and trash cannot be left out in the common areas. Set other trash out on Sunday evening in the normal pickup area.

3. FINANCIAL MATTERS

1. **CONDOMINIUM ASSESSMENTS ARE DUE ON THE FIRST OF THE MONTH.** A late fee will be assessed to all payments postmarked after the 10th of the month. Contact Towne Properties for different options for paying your monthly assessments.

2. Because the payment address on the coupon is a bank lockbox, please do not send any correspondence with any payment.

3. All other correspondence should be directed to Towne Properties, 777-A Dearborn Park Lane, Worthington, OH 43085 or email our Property Manager.

4. RETURNED CHECKS

Any check returned for non-sufficient funds will be:

a. charged back to the individual's account,
b. assessed a $25.00 handling fee,
c. assessed a late fee of $30 if the new check arrives after the 10th of the month.

5. INSURANCE

1. The Board has insured the common property of the Association, along with the insurable portions of the units against insured perils. If your mortgage company requests a Certificate of Insurance, the request can be most efficiently handled by calling our insurance agency directly, with your mortgage company's request in hand for reference. The agency number can be obtained by contacting Towne Properties.

2. It is the homeowners' responsibility to insure their unit including their personal property and contents. The policy should include coverage for contents, personal liability, or any other coverage. It may be prudent to have an agent contact our agent for coordination of coverage.

3. Renters should be encouraged to buy renter's insurance to cover their own personal property in case of thief, fire, flooding, or other disasters.

6. VEHICLES and PARKING

1. The speed limit throughout Heritage is **10 MPH**. All residents are asked to observe this speed limit and advise their visitors.

2. Parking is permitted only within spaces marked for vehicles. All parking spaces are designated for individual units or for visitor parking. Please do not overhang the sidewalk with your vehicle.

3. **Two assigned parking spaces are reserved for the residents of each unit.** Vehicles parked in another unit's space are subject to being towed without warning or notice.

4. **Shamrock Towing is our contractual towing company. Any <u>owner or resident</u> may call Shamrock Towing to have a car towed that is in their designated parking space. The caller must show identification with the proper address to have a car towed from their space.**

   The towing contractor is authorized to patrol the property on a random basis, and to immediately tow any vehicle parked in a fire lane, or any vehicle parked in such a way that it would prevent another vehicle from leaving a marked parking space.

5. When the Clubhouse is being rented, the parking lot is designated for the guests of the renter of the Clubhouse. Otherwise, the area is designated for guest spaces and/or the use of the community.

6. Visitor parking is for visitors only. **Heritage residents are not permitted to use visitor parking for their vehicles**. Residents having any visitors who will be using a visitor space for more than **72** hours (3 days) should advise Towne Properties to avoid towing.

7. Motorcycles/motor scooters must have a board or pad under the kickstand to prevent gouging of the asphalt. Any asphalt repair required will be assessed to the unit owner.

8. With **written Board approval**, boats, trailers. RVs, campers, tractor-trailers or vehicles of similar gross weight are allowed to park on Heritage property for **five (5) days**. The approval notice must be posted on the vehicle. The vehicle must be removed on the approved date. Contact our Property Manager at Towne Properties via email for approval.

9. Vehicles are prohibited from driving on the grass. There are many pipes just below the surface that can easily be broken with the weight of a vehicle.

10. Inoperable vehicles shall not be parked on Heritage grounds--including assigned spaces. An inoperable vehicle includes, but is not limited to, a vehicle:

    a. with an expired license plate
    b. on blocks or jacks,
    c. with flat tires,
    d. with damage prohibiting movement,

11. The only repairs to vehicles permissible are to be very minor in nature. Examples of permitted repairs: changing a flat tire, putting on wiper blades or adding washer fluid. Prohibited repairs include any repair which requires the repair or removal of body panels, removal of any drive-train components, or having more than one wheel elevated off the ground (except for tire related instances in which the same wheel is elevated for less than 10 minutes). **Specifically PROHIBITED is changing oil or doing any other repair or maintenance, which may result in oil or other non-aqueous mechanical fluids being spilled.**

12. Any vehicle in violation of any of the rules is subject to being **towed** from the premises **at the owner's expense** without warning or notice. As a matter of courtesy, a warning notice may be placed on the offending vehicle, but no notice is required prior to having any vehicle towed

7. ANIMALS

1. It is the responsibility of pet owners to follow all State of Ohio laws and Westerville City animal ordinances. All pets must be properly licensed and vaccinated in accordance with local and state laws, including current registration and tags.

2. All pets must be on a hand-held leash and always attended to while outside in the common area. Animals may not be tethered or staked anywhere on the common area.

3. Pet owners are required to **immediately** dispose of all animal wastes anywhere on the common area and from their own patio or balcony. For the convenience of dog owners, there are poop stations located throughout the community for the disposal of animal waste.

4. Violation of the rules will result in fines to the unit owner and/or the loss of the privilege to keep the animal.

5. Birdfeeders are limited to two per patio and shall not be placed in trees of the common areas. Birdfeeders shall not be placed on top of the fence or walls. Not only do the seeds attract birds, but, also, raccoons, mice, skunks and squirrels. Birdfeeders shall be defined as one container capable of holding seed or other bird food.

6. Do not feed the wildlife. Bowls of food for squirrels or crumbs of bread for the birds only attract raccoons, skunks, and other scavengers.

8. TRASH DISPOSAL

1. Trash day is currently Monday. All containers should be ready for pickup by 7 A.M. the morning of collection. All trash can be place outside the patio **after 6:00 P.M**. Sunday night.

2. All residents are required to provide their own **covered** trash containers in sufficient number to contain all of their own refuse. All trash must be in plastic bags and place in covered trashcans in the trash area. No trash containers should be on the sidewalk. The trash company will open gates, empty the containers and replace them back in the trash area. Only two buildings—101 and 105 Ticonderoga—have units that require the residents to pull their own trash container out to the sidewalk because the door to their trash area is accessed through their patio.

3. The trash company **will not** pick up any items in paper bags including large yard waste bags. All trash **must be in plastic bags** including yard waste. They will not pick up paint cans, tires, or propane tanks.

4. Residents are required to keep their trash areas clean. All residents should periodically clean and sanitize trash containers to help prevent insect infestation and odors. Unit owners are responsible for trash spillage from their containers.

5. All trash containers should have holes at the bottom to prevent water from accumulating. This can be done with a drill or screwdriver.

6. Random trash inspections will be conducted. Violations will be subjected to fines being levied against the unit owner.

7. Residents with **bulk items** should call Towne Properties to arrange for its removal. Our refuse contractor can remove large items, such as furniture and appliances with prior arrangements. Items of this nature should be placed on a corner or in an easily accessible spot after 6:00 P.M. Sunday night. These items should be left on the patio until the night before. The trash contractor will not remove refrigerators, or other appliances using refrigerants or gas such as dehumidifiers and propane tanks.

8. The common areas should be kept clean. Please pick up any litter or trash you see in the gardens, parking lots and sidewalks.

9. The use of trash containers at the Clubhouse is prohibited, except by those using the Clubhouse. Those using the pool should use the trash containers poolside.

9. PATIOS, BALCONIES AND PORCHES

Since patios, porches, and balconies are limited common areas, they must be kept neat, clean, and in good repair. Owners must clean up dog waste on a daily basis; neighbors can see and smell it and may call the health department to report any unhealthy conditions.

Only American flags are permitted on porches, patios, and balconies. Team flags may be flown on games day only. Other decorative flags or banners may **not** be displayed.

Each of the following limited common areas is the **unit owner's** responsibility to maintain.

Patios:

1. All structures and personal items located within the patio of each unit cannot be taller than the fence, except for umbrellas, satellite dishes and Board approved structures.

2. **Written Board approval** must be obtained before installing any shed, cabana, pergola, tent or other high structure. Plans must be submitted to and approved by the Board before installation. The Board will approve most structures that are commercially bought and constructed in a professional way. The structure must be below the level of the fence and of a neutral color. All storage units should always be kept clean and in good repair.

3. **Written Board approval** is required for any attachments on the patio wood fences except for decorative patio lights which must be installed according to Westerville's electric code. These fences are owned and maintained by the Association. Owners and residents cannot add anything to them—they cannot be painted or stained or altered in anyway. Items (such towels, laundry, or rugs) should **not** be hung over any fence.

4. New trees within the limited common areas (patios) can only be planted in pots. In the common areas, no new trees can be planted in the ground on or near a foundation, a street, a sidewalk, a fence or a patio. New trees must be small with shallow roots.

5. Trees on a patio cannot hang over the common area, the sidewalk, a neighbor's patio, or balcony. The tree must have shallow roots and not planted near the foundation, cement or bricks. The tree cannot touch the building in any way—roots or branches.

6. For units with brick walls, 3 heavy flowerpots that contain decorative plants—not weeds—are permitted on top of the wall.

7. No wood burning fire pits of any design are permitted.

Balconies:

1. Balconies are not storage areas for toys and indoor furniture. Outdoor furniture, a satellite dish, 3 plants and possibly a bike are the only items permitted.

2. No plants or planters are allowed on top of the balcony railing.

3. Items (such as towels, laundry, or rugs) should **not** be hung over the railing.

4. If more privacy is wanted on a balcony, a **temporary** barrier may be used for the time outside but must be off the balcony when not in use. The barrier may not be stored on the balcony. No latticework or other permanent structural barriers may be used.

Porches:

1. Front porches must be kept clean and clutter free.

2. Only outdoor furniture is allowed on the porch. No bicycles or scooters are to be stored out front.

3. A welcome mat or rug is permissible, but no attached carpeting is allowed.

4. Up to 3 flowerpots may be displayed.

10. SECURITY CAMERAS

1. The Board has multiple cameras installed throughout the community with an eye on common areas.

2. Condo owners must get **written Board approval** for any camera attached to anywhere on the exterior of the condominium unit. Plans must show the nature, kind, shape, height, color, and location of the camera. Wires or other components cannot be drilled into or run through any part of the building. No holes can be drilled into the vinyl siding. The unit owner is responsible for any damage to the building because of installation of any security camera device.

3. Unit owners are permitted to install security cameras inside their own unit without Board approval.

4. The unit owner is prohibited from pointing the camera in a direction that would allow it to record video footage inside another unit.

5. Any security camera installed **must be removed** by the unit owner prior to the closing of a sale of such unit.

6. See **Appendix III** for the full policy.

11. SIGNS WITHIN THE COMMUNITY

No signs will be permitted, except as follows:

1. One professionally prepared sign such as “For Sale” or “For Rent” may be displayed in a window. An “Open House” sign may be temporarily displayed outside the unit on the community property during the duration of the event.

2. Professional signs honoring students are permitted in windows.

3. All other signs are strictly prohibited. Such illegal signs may be confiscated. Confiscated signs may be retrieved within 30 days after payment of a $10.00 per sign penalty.

4. Community signs can be placed throughout the community per Board request/authorization.

12. SNOW REMOVAL

1. Our snowplow contract calls for snow to be plowed and sidewalks to be shoveled when snowfall **exceeds 2 inches**. They will also apply a salt on the pavement and ice melter on the sidewalks when needed.

2. Owners and residents are responsible for any snow and ice less than 2 inches. **Do not use salt; it will damage the concrete on your sidewalks, steps, and patio.** It is advised you purchase a salt-free ice melter be to use on the porch, steps, sidewalks, patio, and balcony.

3. It is also wise to listen for the plows so you can move your car; otherwise, the plows will go around your car.

These specifications will address, most but not all, winter conditions and hazards. The Heritage Association does not guarantee or promise protections against such hazards. Your care and attention to the conditions that exist is necessary to ensure your safety while on this property.

13. WINTER PRECAUTIONS

1. Remove hoses from outside faucets and insulate pipes on outside walls to prevent frozen or burst pipes.

2. To prevent frozen pipes, do not set the thermostat below 60 degrees, particularly if you are away for any extended period. Keep kitchen cupboards open to keep plumbing pipes warm.

3. Learn the location of the main water shut-off valve within your unit so you can turn off the water supply to minimize water damage in the event of a frozen or burst pipe.

14. CHILDREN SAFETY AND LIABILITY

1. Under Ohio law, parents are liable for damage to property caused by their children.

2. Landscape plantings, trees and fences are not for climbing.

3. Parking areas and streets are not for playing games. Ample green space is available and is much safer.

4. Parents are responsible for their children's behavior and safety while playing or congregating in the common areas. Children should not be left to play in these areas without supervision.

5. Parents should inform their children and their guests of all rules.

15. ARCHITECTURAL RULES

1. Any modification, changes, additions, or improvements to the exterior of the unit buildings, common areas, or limited common areas must have **written Board approval**. Residents must submit detailed plans to Towne Properties in writing for Board consideration.

2. All construction, renovations, and repairs to the unit—indoors and outdoors—must comply with all local and state ordinances and regulations and have proper permits as required. Note: The City of Westerville requires a building permit for the installation of all hot water heaters.

3. Holes cannot be put in the vinyl siding for any reason. Holes will allow moisture to seep into the structure of the building. The owner will be responsible for the cost of repair for any holes found.

4. Any style of storm door that is white in color may be installed without prior approval. The storm door must have plain glass with no etched designs. The door **cannot** have a scallop design.

5. Replacement windows may be installed without prior approval. They must be of the same exterior appearance as the window being replaced,

6. The only styles of replacement doors that may be installed are either a plain slab door, or an embossed six-panel door. The replacement door must be painted the approved color within 30 days of installation.

7. **Every door in a building must be painted the same color**. All the colors are at Home Depot. The approved paint is BEHR MARQUEE--Exterior Satin Enamel: (It can be bought as a paint and primer in the same can.)

	Home Depot Color and Code	
a. Blueprint (Blue)	S470-5	*Ticonderoga: 105, 114, 121
b. Black	No Code	*Brandywine: 162, 184 *Old Coach: 486, 499
c. Ultra-Pure White	No Code	*Brandywine: 130, 134, 144, 154, 169, 172 *Ticonderoga: 107
d. Drama Queen (Berry)	MQ1-11	*Brandywine: 149 *Ticonderoga: 101, 115, 144
e. Vine Leaf (Green)	N400-7	*Ticonderoga: 106

We have registered the colors at Home Depot under the phone number for Towne Properties—614-781-0055. Before buying your paint, take note of the door color of your building.

8. Window air conditioners and fans are **not** permitted in any window.

9. **Written Board approval** must be obtained before changing the location of any air conditioner.

10. **Written Board approval** is required for any item displayed in windows or on the outside of any building. No sign, banner, sticker, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls, doors, or roof of any building without prior **written Board approval.** Exception: professional signs honoring students are permitted in windows.

11. All window coverings should have a white or beige backing. Curtains, blinds, or indoor shutters are permitted as window coverings--no towels, blankets, sheets, banners, or other window coverings are allowed.

12. A trellis in front of the condo is permitted if it is in good condition and self-supporting—it cannot lean up against the wall. **Written Board approval** must be obtained before installation.

13. Holiday decorations are permitted but must be removed within 10 days after the holiday.

14. The Condo Unit Letter should be visible in the front and in the back of each unit.

16. SATELLITE DISHES

1. Any modifications to the exterior of the condominium unit must have **written Board approval** before installing a satellite dish.

2. Dishes shall be one meter (39 Inches) or less in diameter.

3. The dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer specifications.

4. All cables and wires shall be routed in a manner such that they are not easily visible from neighboring units or from the street.

5. Total mounting arm bracket cannot exceed a total length of 18 inches.

6. Dishes shall be installed in the rear of the unit, in the following location:
   On a post set in the ground within the fenced area (limited common area) not to exceed the fence height by 2 feet.

7. Dishes should be placed on the back of the balcony against the wall.

8. If installation of the dish in accordance with numbers 5 and 6 continue to prevent adequate signal reception, the dish may be installed in the front of the unit in the following locations:
   a. On the side of the unit, if the unit is an end unit, set on a post not to exceed a height of 2 feet. Within a newly created or existing plant bed screened by plants.
   b. In the front of the unit, in a plant bed on a post not to exceed 2 feet in height and screened by current plants or if necessary additional plants.

9. A satellite dish cannot be attached to the roof, the exterior walls, the railing of a balcony or the patio fence.

17. SWIMMING POOL RULES

1. **NO LIFEGUARD IS ON DUTY -- SWIM AT YOUR OWN RISK**. The safety equipment by the fence is for emergency use only.

2. Use of the pool is limited to Heritage residents and their authorized guests. There is a **limit of 2 guests** per unit. For additional guests, obtain **written Board approval** for a temporary pass by emailing our property manager.

3. Children 12 years or younger MUST always be accompanied by an adult resident.

4. **THE POOL WILL BE OPEN 10:00 A.M. TO 10:00 P.M.** Anyone found in the pool area after hours or when the pool has been closed for any reason will be subject to ARREST FOR TRESPASSING.

5. Gates must be kept closed and locked at all times. The gate must never be propped open.

6. Private pool parties are **no**t permitted.

7. Glass containers are not allowed inside the fence.

8. No pets are permitted anywhere within the pool area.

9. Appropriate swimming attire is required in the pool.

10. All incontinent individuals are required to wear waterproof pants. NO DIAPERS ARE PERMITTED. "Swim diapers" are acceptable while in either pool.

11. Excessive noise (music, shouting, foul language, etc.) will not be tolerated in the pool area.

12. Running and horseplay are not permitted.

13. Single person rafts and inner tubes are permitted if the pool is not crowded. Flotation devices meant for two or more people are not permitted.

14. Do not stand, sit, or play on the pool rope.

15. Do not put any pool furniture into either pool.

16. Umbrellas must be closed after use.

17. Get out of the pool immediately when thunder is heard, or lightning seen. Do not stand under an umbrella, use the restrooms for cover.

18. Smoking is permitted in designated areas only. Use appropriate containers for the ashes and butts. Please empty out the container before leaving.

19. Pick up all food and trash. Leave the area straightened and clean. If you took furniture from another area, return it.

20. No resident may loan his or her key to any other person--resident or not. Anyone found in violation may be subject to confiscation and surrender of their pool key for the remainder of the season.

21. Pool privileges are subject to suspension for any unit delinquent in payment of condo assessments, fees, or fines. The breaking of the pool rules may, also, result in the loss of pool privileges.

22. Free WiFi: Username: Heritage Clubhouse
    Password: Heritage (capital H)

18. TENNIS COURT RULES

1. The tennis courts are for residents and their guests.
2. Each resident is allowed to have up to three non-resident guests.
3. Children--under 12 years of age--must be supervised by an adult.
4. Games are limited to one hour for singles, or 1½ hours for doubles when others are waiting.
5. All trash must be carried out.
6. Glass containers are not permitted.
7. No animals are permitted anywhere within the fenced tennis court area.
8. Keep the gate locked, especially when leaving.
9. No skateboards, rollerblades, roller skates, bicycles or other related items are permitted.
10. The courts have pickleball lines. Residents may bring their own portable pickleball nets.

19. THE CLUBHOUSE

1. The Clubhouse is closed except for private rental use and organized community events.
2. The Clubhouse rents for $40 per day from 10 A.M. to 12 Midnight. The billiard room can be rented for an additional $25.
3. Private rental of the Clubhouse is available to all Heritage residents and to outside parties sponsored by any Heritage unit owner who must be in attendance. Scheduling of rentals is on a first come, first serve basis, but no reservation will be considered firm, until a deposit check has been received. Activities of the Heritage Unit Owners' Association have priority use of the Clubhouse without a deposit.
4. Call Towne Properties to schedule your event. All private rentals of the Clubhouse require the execution of a clubhouse rental agreement and payment of the rental fee/deposit prior to having a key delivered. Owners must approve the rental by their tenant and are responsible for any cleaning or damages.
5. Cleaning the Clubhouse is the responsibility of the Clubhouse user. When rented, the Clubhouse must be thoroughly cleaned and ready for the next event before receiving the deposit back. If not, the deposit will be used toward hiring a cleaning service. The remainder of the cleaning bill will be charged to **the owner** of the unit that rented the Clubhouse. The refund of the Clubhouse deposits will be made by check only, and will be made, subject to any deduction for cleaning or damages within thirty days of the scheduled event.
6. The parking lot is exclusively available to the renter of the Clubhouse. When full, guests should be directed to park in Visitor spaces found throughout the community and should be reminded not to park in a unit's designated parking space. Residents have the right to have a car towed if an unknown car is parked in their parking space.

20. Who is Responsible?

	Description	Unit Owner	Association
Doors	All—front, rear including frames, sidelights threshold hardware, storms, screens, mail slots, painting	X	
Streets, Parking Lots			X
Patios, Gates, Decks, & Balconies		X	
Patio Fences			X
Lights	Parking lot, signage, post lights, clubhouse, lobby		X
	Front door light, patio or balcony light(s) (Excludes light bulbs)		X
Painting	All exterior color selection		X
	Doors, windows, balconies, decks	X	
Pest Control	Termites, Carpenter ants, Carpenter bees, bats, racoons and skunks		X
	All other pests	X	
Plumbing (see Appendix IV)	All service and drainage serving more than one unit including hose bibs		X
	All other plumbing	X	
Sidewalks	Up to the stoop		X
	Entry stoop with **written Board approval**	X	
Snow and Ice	Streets, parking areas and sidewalks when it snows 2 inches		X
Windows	Frame, glass, storms, screens and sashes	X	
Gas Lines	From curb stop to meter, including manifold, and from the meter to the unit.		X
	All gas lines from the unit in	X	
Electric	Meter can, meter gang		X
	All electric lines from the meter in	X	
Roofing			X
Lobbies in the 101 and 105 buildings			X
Gutters, Downspouts and Extensions			X
Heating and Air Conditioning		X	
Trees	In common areas		X
	On patios	X	

21. MAINTENANCE RESPONSIBILITY

1. The maintenance responsibilities outlined on the previous page are by no means comprehensive but are included for the unit owner's ease of reference. Contact Towne Properties to answer any questions.

2. Regardless of who is responsible for any given repair, **THE ASSOCIATION IS NEVER RESPONSIBLE FOR DAMAGE TO OR LOSS OF PERSONAL PROPERTY OF THE UNIT OWNER OR OCCUPANT**. We recommend that all owners and residents purchase their own individual insurance.

3. All requests for maintenance service must be called in directly to Towne Properties. If the repair service is the responsibility of the Association, the calling owner will not be billed. If the repair is the owner's responsibility, the owner will be billed. Owners are responsible for requesting a determination of the responsible party for the repair, so that if the unit owner is responsible they can obtain quotes for the repair. If this request is not made and the owner reports the issue to Towne Properties, it is assumed that the owner agrees to pay for all repair costs that are unit owners' responsibility.

4. Tenants should direct all maintenance requests to their owner, unless it is clearly a part of the common area in need of repair.

22. RULES ENFORCEMENT

1. The property manager will diligently enforce all Bylaws, rules, and regulations as per the job description.

2. Any resident of the complex may file a complaint citing a violation of these Rules and Regulations or any violation of the restrictions placed by the Declaration of By-Laws. The complaint will be investigated and processed for further action. All complaints can be done via email or letter to our property manager at Towne Properties.

3. A courtesy note will be put on unit's door whenever a violation is seen during a walk-through. This notice will give a heads up to remedy a violation in a specified amount of time.

23. FINES

1. Residents who fail to comply with the Rules and Regulations or with any restriction imposed by the Declaration of the By-Laws will be sent a warning reminder of the problem. If it reoccurs or is not corrected within seven (7) days after notice is received, the responsible party (the owner) is subject to a fine.

    a. 1st Offense (Day 1--6) = Warning
    b. 2nd Offense (Day 7--13) = $25 Fine
    c. 3rd and subsequent offenses (Day 14--X) = $50 Fine

2. If a fine is not paid within 30 days, the offense will be subject to an additional fine of $75, and for each subsequent 30-day period an additional $75 fine will be assessed to the responsible owner.

24. Appendix I

THE CLUBHOUSE RENTAL AGREEMENT
123 Lafayette Dr., Westerville, OH 43081

Date of Rental _____

Condo Unit Address _____

Person Renting (Lessee) _____

Contact Phone Number of Lessee _____

1. TERM: No function may start earlier than 9:00 A.M. and all must end and be vacated no later than midnight unless permission is granted for a later time.

2. ELBIBILITY: Lessee is the owner or occupant of the Unit, is at least 21 years of age, and is current on all fees and assessments. The Lessee must be in attendance during the function. In the event the Lessee is not the Unit owner, the unit owner must countersign this agreement.

3. Rent: Lessee agrees to pay a non-refundable rental of fee of $40 for the rental of the Clubhouse lower level including the kitchen. The upper level includes a restroom and billiard room and costs an additional non-refundable fee of $25.

   Lower Level $40 _____. Billiard Room $25 _____. Total Rental $ _____

4. DEPOSIT: Lessee agrees to pay a deposit of $100 at the time this Agreement is executed. Lessee and Lessor agree to complete a pre-function and a post-function inspection on the date and time specified on the inspection form. The deposit will be refunded to the Lessee subject to deductions for cleaning and damages. In the event the deposit is insufficient to pay for required additional cleaning and damage repair, the balance of those costs will be levied against the owner as a maintenance assessment. **Lessee agrees to tender separate checks for RENT and DEPOSIT. No reservation will be considered firm until both the RENT and DEPOSIT are paid and the Lessee and the Unit Owner, if applicable, have signed this agreement.**

5. RESTRICTIONS: Functions are limited to not more than 60 people. If the police are summoned for any reason, or if the function becomes disorderly or violates the Westerville Noise Ordinance, the function will be immediately terminated and the deposit forfeited. Parking is restricted to the lots immediately adjacent to the Clubhouse and to the visitor parking adjacent to the tennis courts; these areas total 27 parking spaces, which are NOT guaranteed. No smoking shall be permitted within the Clubhouse. Glitter and confetti are not permitted.

6. LATE CANCELLATION: The Lessee may cancel a reserved date without penalty or charge provided such cancellation is made seven or more days in advance of the reservation. In the event the Lessee should cancel with less than seven days' notice, a $25 cancellation fee will be deducted from the deposit.

IN WITNESS WHEREOF, the Lessee and Lessor enter into this Agreement on date shown below:

_____ _____
Lessee Lessor (Heritage Condominium Association)

_____ Date _____
Unit Owner

25. Appendix II

Clubhouse Rental Checkout Sheet

In order to receive your full deposit back, you must leave the Clubhouse clean and ready for the next event. All cleaning must be completed by noon the following day. **If an event is scheduled for the following day, cleaning must be completed immediately after your event.**

Please check off each item completed:

	Renter	Heritage
Floors		
*Main Hall—sweep, vacuum or mop, clean spots on rugs		
*Kitchen—sweep or mop		
*Hallway—sweep, vacuum or mop including stairway, clean spots on carpet		
*Bathrooms (1st and 2nd floor)—sweep or mop		
*Upper floor—vacuum carpet, clean spots on carpet		
Furniture		
*Living room—wipe table tops and chairs—clean spills on cushions		
*Kitchen—wipe off tables and chairs		
Sink Areas		
*Sinks (4)—clean		
*Countertops and drawers—clean—remove all personal belongings		
Bathrooms – 1st and 2nd Floor		
*Clean toilet—countertop—sink—floor *Remove trash		
Appliances		
*Refrigerator, Stove, Oven, Microwave, Dishwasher—wipe out—remove all personal belongings including ice, napkins, plastic utensils, food, etc.		
Hallway		
*Return all folding chairs and tables to the proper place		
Pool Tables		
*Rack all the balls, put cue sticks on rack, leave cover off for inspection		
Decorations		
*Totally remove all decorations—signs, banners, balloons, streamers---remove painter's tape from wall *Is there confetti or glitter anywhere?		
Outside		
*Remove cigarette butts from container by the door		
*Remove all decorations, bottles, cans, trash and food		
*Remove decorations put out by the street signs		
Damages/Breakage		
*Report any damages or broken items		
Equipment Check		
*Check to see if it still works: TV, DVD player		
Trash		
*Put all trash bags in the garbage cans by the pool		

*Brooms, vacuum, trash bags, mop and bucket can be found in the coatroom in the main entry. *Cleaning supplies are under the sink in the kitchen and 1st floor bathroom.

Renter _____ Date ____/____/20____

Heritage Rep_____ Refund? Yes No

26. Appendix III

Security Camera Device Policy
Effective: September 2021

Unit Owner Cameras:

As technology evolves, the Board recognizes that there is a desire for unit owners to utilize technology in a manner to provide and maintain security for their individual units and personal property, including motor vehicles. Requests for many different types of security camera devices to be installed are becoming more common. As a result, the Board of Directors has adopted a security camera device policy that is as follows:

1. The term "security camera device" as used in this policy includes surveillance cameras, Wi-Fi enabled video doorbells and other monitoring devices, the primary purpose of which is to provide video footage to monitor the immediate general area outside the unit or personal property left in the common elements.

2. Owners are prohibited from installing any security camera devices anywhere on the **exterior** of their condominium unit, or attached to the condominium building, without written Board approval. **Written Board approval** must be obtained before installation.

3. The unit owner is required to submit plans and specifications, in writing, showing the nature, kind, shape, height, materials, color and location of the device to be installed. The Board may, in its sole discretion, determine if the plans and specifications submitted are sufficient or it may request further information from the unit owner.

4. The unit owner is permitted to install security cameras **inside** their own unit, directed at the unit owner's personal property on the common elements without written Board approval.

5. The unit owner is prohibited from installing a security camera device that requires wires or other components to be drilled into or run through any part of the condominium building. No holes can be drilled into the vinyl siding. The unit owner is responsible for any damage to the condominium property that occurs as a result of installing the security camera device.
    a. The unit owner is permitted to install what is commonly referred to as a "Ring Security Doorbell," as long as the wiring required for that type of device can be installed through the building's existing doorbell wiring.

6. The unit owner is prohibited from pointing the security camera device in a direction that would allow it to record video footage inside another unit.

7. If the Board determines that the security camera device impairs, impacts, or prohibits common element maintenance and repair work in any way, the Board will notify the unit owner that the device will need to be removed to perform the work. If the unit owner fails to remove the security camera device after receipt of such notice, the Association will remove the device and assess removal cost to the unit owner.

8. The Board retains the right to revoke its approval to allow the security camera device if the Board, in its sole discretion, determines the unit owner has not complied with this policy, or any other condition the Board determined applies or if the device has caused a nuisance or disturbance for other unit owners or residents. Any security camera device installed with Board approval **must be removed by the requesting unit owner prior to the closing of a sale of such unit.**

Association Security Cameras:

To enhance security and provide for protection of property, video cameras are in some common element areas. The Heritage Condominium Association Security Camera Policy governing the use, retention, and storage of the recorded video for footage is as follows:

1. Presently, some security cameras are located on the condominium property. The cameras are not placed in and will not record footage of any area(s) where a unit owner, resident, or guest has a reasonable expectation of privacy, such as the restrooms in the Clubhouse. Video from the security cameras is recorded 24 hours a day, seven days a week.

2. The Association, through placement of the security cameras, is not in any way considered to be a provider of security on the condominium property, as the security cameras are not actively monitored in real time by the Association, the Board members, the Association property manager, a security officer, or emergency personnel. The security cameras do not record audio or sound.

3. The Board has the authority to review the video footage after it is recorded to aid in identifying a breach in security, a safety issue, the cause of property damage, a violation of Heritage Condominium deed restriction and rules, or other potential safety concerns to the unit owners, residents, or property.

4. Only the Board has the authority to grant permission to view recorded video footage from a security camera. If a unit owner or resident is the victim of property damage, vandalism, or other criminal action, the Association will only share the video footage with police and other enforcement officials, or if directed by a court or through a subpoena; otherwise, the video footage may not be viewed by individual unit owners (other than authorized Board members) residents or other third parties. The Board will work with the Association property manager and legal counsel where the Association receives requests to review video footage obtained through security camera surveillance.

5. Video footage, images, and related data collected by security cameras is kept for a period of 30 days and then will be removed or erased from the hard drive unless retained as part of an investigation or court proceeding or as approved by the Board.

6. The Board can modify this policy at any time.

27. Appendix IV

Plumbing Responsibilities
Effective March 2017

Due to an abundance of plumbing repair bills being submitted to the Association for payment, the Board has determined it necessary to provide the residents with some guidance and definition of the types of repairs the Board has agreed to be covered by the Association and what is the responsibility of the unit owners.

Currently, the Board does not contract with any specific plumbing company for general maintenance of the plumbing in the Heritage Condominium. The only contract that the Board is considering is for the preventative maintenance of the main drain lines. This preventative maintenance would only include the scheduled clearing/ flushing of the main horizontal drain line under each building. If the Association is notified of a plumbing issue, it will investigate the issue and then determine what, if any, contractor is required to remediate the common element issues.

For the convenience of the unit owners, the following plumbing companies are listed as possible choices for the unit owners. These are only some of the licensed plumbing companies that Heritage has used, and the unit owners are free to choose any certified plumbing company, regardless if they are listed. (Waterworks, Emergency Plumbing, Jack L Woods Plumbing, etc.) The Association does not guarantee or in any way warrant the work of any plumbing company, and the Association is not responsible for any damage caused by any company or contractor.

Plumbing Repair Process

1. A resident/unit owner should contact a plumber of their choosing if they feel that there is a possibility of the repair/remedy to the plumbing issue is their responsibility, based on the information listed below. If the resident/unit owner notifies Towne Properties (either by phone, email or in writing) to report a plumbing issue for remedy, they are acknowledging that they understand that the repair/remedy may be determined to be their responsibility (as defined below) and they agree to pay the fees charged by the Association's responding plumbing company for repairs to unit components.

    2. Resident/unit owner responsibility
        a. Maintenance, repair, and replacement of all water lines serving the unit, including the main valve for the unit that are located inside the unit's boundaries.

        b. Maintenance, repair, and replacement of all drain lines located inside the unit’s boundaries not including the vertical stacks or any horizontal metal duct directly connected to the vertical stack.

            i. Any blockage in the horizontal duct that is not related to damage of the duct beyond normal wear. **(Residents should be cognizant of what they are putting down their drains. Caustic substances such as Liquid Plumber, should not be placed down the drains, as those substances will result in damage to the drain and may result in unit owner responsibility for repairs to the drains.)**

3. Association responsibility

    a. Maintenance, repair, and replacement of all drain lines located outside of the unit boundaries or that serve more than one unit, including vertical stacks and any metal duct that connects directly to the vertical stack. This does not include traps or any other pipes that may connect to the horizontal line. Also this does not include any blockage in the lines directly serving a specific unit. If the blockage is found to be inside the unit boundaries and in close proximity of the sink, tub, or toilet, the remedy will be the unit owner's responsibility.

    b. Maintenance, repair, and replacement of all water lines directly serving more than one unit.

Note: if you believe that there are common elements issues that are not the unit owner's responsibility, you must notify Towne Properties for the Association to investigate and remediate the issue. The Association will not entertain reimbursement of any unit owner for common element repairs made without the **Board's prior written approval.**

28. Appendix V

In 2016, the Heritage Owners passed three amendments to the Declaration and Bylaws of Heritage Condominiums. They are officially recorded with the Franklin County Recorder's Office.

OCCUPANCY RESTRICTION

INSERT a new DECLARATION SECTION 12, PARAGRAPH M entitled, Occupancy Restriction." Said new addition to be added on Page 22 of the Declaration, as recorded at Franklin County Records, volume 3293, Page 1 et seq., is as follows:

> M. Occupancy Restriction. A person who is classified as a Tier III or Tier II Sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Qwner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

COSTS OF COLLECTION AND ENFORCEMENT

INSERT a new DECLARATION SECTION 10, PARAGRAPH G entitled, Cost of Collection." Said new addition to be added on Page 13 of the Declaration, as recorded at Franklin County Records, volume 3293, Page 1 et seq., is as follows:

> G. Cost of Collection. a Unit Owner, who fails to pay any assessment(s) within ten days after same have become due and payable, shall be liable for any late charges as established by the Board and for any and all costs and expenses incurred by the Association, including reasonable attorneys' fees, recording costs, title reports, and/or court costs, in connection with the collection of said Unit Owner's account, and/or in any action in which the Association is named as a party by any mortgagee, or other creditor of said Unit Owner.

INSERT a new DECLARATION SECTION 17 entitled, Remedies for Breach of Covenants and Rules." Said new addition to be added on Page 32 of the Declaration, as recorded at Franklin County Records, volume 3293, Page 1 et seq., is as follows:

> The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws, or Rules. The Board may also levy reasonable charges for damage to the common elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner shall pay to the Association in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws or Rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien on the estate or interest of said Unit Owner as further explained and set forth in Declaration Section 10, Paragraph B as amended.

QUORUM

DELETE BYLAWS ARTICLE III, SECTION 6, entitled, "Quorum," in its entirety. Said deletion to be taken from Pages 4-5 of the Bylaws Exhibit C of the Declaration, as recorded at Franklin County Records, volume 3293, Page 1 et seq.

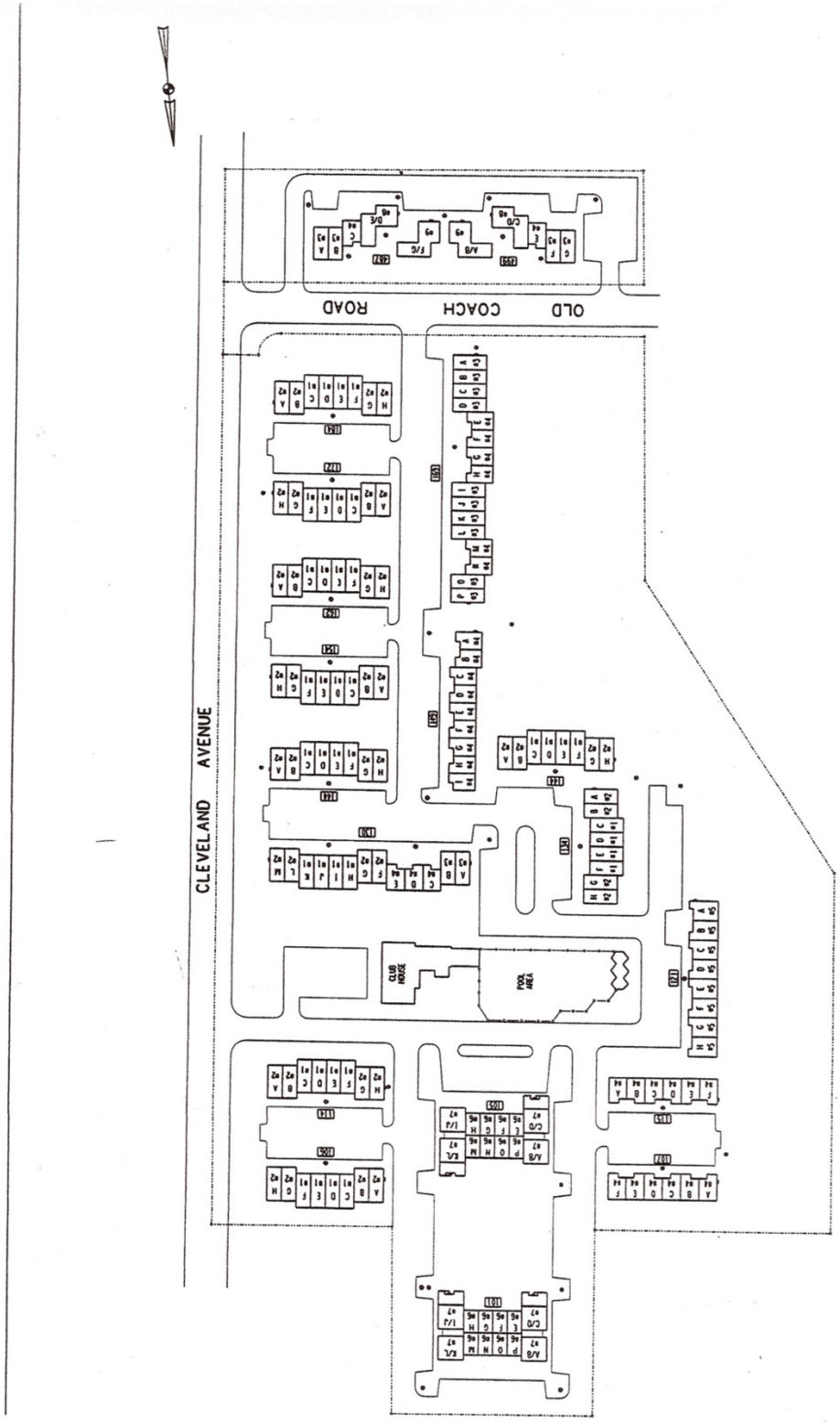
INSERT a new BYLAWS ARTICLE III, SECTION 6 entitled, "Quorum," Said new addition to be added on Page 4 of the Bylaws, Exhibit C of the Declaration, as recorded at Franklin County Records, volume 3293, Page 1 et seq., is as follows:

> Section 6. Quorum. Except as may be otherwise provided by law or by the Declaration at any Association Unit Owners' meeting the Association's unit owners' entitled to exercise at least 20% of the Association's voting power present in person or by proxy will constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law by the Declaration, or these Bylaws. The unit owners entitled to exercise a majority of the voting power represented at a meeting of unit owners, whether quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

29. Appendix V

Important Phone Numbers

Property Manager for Towne Properties	614-781-0055
Fire, Medical, Police Emergency	911
Westerville Police (non-life threatening emergency)	614-882-7444
Westerville Fire (non-life threatening emergency)	614-882-2213
Columbia Gas	614-344-4077
Westerville Electric Division (Info & Outages)	614-901-6700
Westerville Electric (Billing & Inquiries)	614-901-6430
Westerville Animal Control	614-901-6863
Shamrock Towing	614-882-3555


CLEVELAND AVENUE
OLD COACH ROAD
CLUB HOUSE
POOL AREA