THE LAKES AT BETHEL PARK

Handbook of Rules and Regulations

Revised August 2025

Note: We have updated the Rules and Regulations to meet our Association insurance requirements for calendar year 2025.

Dear Owner/Resident:

This Handbook has been prepared by the Board of Directors (the "Board") and Management of The Lakes at Bethel Park Condominium Association (the "Association") as a quick source of general information about the Association for its unit owners and residents. The Handbook is not a substitute for the Declaration and By-Laws (the "Declaration"), which should be read and understood by every unit owner and resident. In the event of a conflict between the Handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities should be directed to the Board (c/o the Management Company). While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes or additions.

Enclosed is a copy of our Association's Handbook describing the rules, regulations and responsibilities of the owners/residents, the Board, and the management company. This August 2025 updated edition of the Handbook supersedes all previously published handbooks. Please review the Handbook and use it as a guide when you have questions about your condominium or the common areas.

The Board has approved the Handbook and hopes it will help all owners/residents more fully enjoy living at The Lakes at Bethel Park.

Sincerely,
Board of Directors
The Lakes at Bethel Park Condominium Association

Property Management

The current Managing Agent for Lakes at Bethel Park Condominiums is Towne Properties. Their address is Towne Properties, Columbus District Office, 777-A Dearborn Park Lane, Worthington, OH 43085 and their phone number is 614-781-0055. Ask for the Lakes' Association Manager.

Emergency and Service Calls

Towne Properties initiates all emergency maintenance as well as non-emergency service calls. Their 24-hour phone number is 614-781-0055 and follow the prompts.

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General Information

Board of Directors

The Board of Directors is responsible for the operation and management of the Association's affairs. The Board consists of six Lakes at Bethel Park unit owners who are elected by fellow unit owners at the Annual Association Meeting. They receive no financial compensation.

The Board meets regularly to review the Association's finances and operations. Any Association member is welcome to attend these meetings and may be placed on the agenda by contacting one of the Board members or the Association Manager two weeks prior to the meeting. You may call the Association Manager to find out the time and place of the next meeting.

Declaration and By-Laws

Every unit owner should have received a copy of the Declaration from their realtor or the previous owner at the time of purchase. The Declaration contains additional rules and regulations which govern the Association. You should acquaint yourself with the Declaration. If you did not receive a copy of the Declaration at the time of purchase or if you have misplaced your copy, one can be obtained from your management representative for twenty-five dollars ($25). The Declaration is also available online through the Franklin County Recorder's website at no charge at: https://recorder.franklincountyohio.gov

Rules and Regulations

The Rules and Regulations (the "Rules and Regulations") set forth in the Handbook are established by the Board pursuant to the Association's Declaration. The Rules and Regulations supplement other rules and responsibilities set forth in the Declaration. As owners and residents must comply with the Declaration and the Handbook, it is the obligation of each Association owner and rental resident to become knowledgeable with both documents

Modification of Rules and Regulations

The Board may amend, modify, or adopt additional Rules and Regulations as it confronts new issues within the Association

Interior Maintenance

Interior maintenance of the units is generally the responsibility of the unit owner. The Association is not typically responsible for interior maintenance expenses.

Utilities

Residents are responsible for the maintenance and payment of their own gas, electric, cable television, and telephone, as well as the initiation and termination of service. The Association pays water, sewage and common area street lighting utilities.

Condominium Insurance

The Association maintains appropriate levels of insurance according to Ohio Law and the Declaration requirements. Owners and residents are encouraged to obtain their own insurance coverage for items or amounts not covered by the Association's insurance.

Fees and Assessments

Association Dues

The Association is permitted to charge operating assessments, special assessments, and special individual unit assessments. The operating assessments are paid in equal monthly installments ("monthly installments"). The monthly installments are due on the first (1st) of each month. Monthly installments are considered late if not received within ten (10) days after the due date (the 11th day or after of each month). If a special assessment or special individual unit assessment is levied, the Board will determine the due date and, unless stated otherwise, the assessment will be due within ten (10) days of the date notice of the assessment is sent to the Owner(s).

Delinquency Policy on Fees and Assessments

1. An administrative late fee of **$30.00** per month shall be assessed for any late payment or any unpaid monthly installment of an assessment due the Association. The Board reserves the right to increase the late fee from time to time. An NSF fee of $25.00 (or the amount the bank charges the Association if more than **$25.00**) shall be charged to the Owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account.

2.The Association's attorney shall send a demand letter to any Owner who is more than 60 days in arrears. The costs of the letter will be added to the Owner's account.

3.The Association's attorney shall prepare and file a lien against any Owner who is more than 90 days in arrears. All costs related to the preparation, filing, and recording of the lien will be charged to the Owner's account. The Association's attorney shall file a lien release upon full payment of any past due balance owed. All costs related to the preparation, filing, and recording of the lien release will be charged to the Owner, if a lien has been filed for an unpaid balance.

4.All costs related to the collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent Owner's account and made a part of the unpaid balance owed to the Association.

5.The Association's attorney shall prepare and file foreclosure, with the Board's authorization, against any Owner that is delinquent in the payment of any assessments and related charges by more than $1,200.00, 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 Cross-Claim, with the Board's authorization, in any foreclosure initiated by the owner's lender or another lien holder. The Association's Cross-claim 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 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's 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.An Owner's voting privileges shall be suspended automatically if they become more than 30 days delinquent in the payment of assessments until such time as the account is paid in full.

Common Areas

The exact definition of the common areas is set forth in the Declaration, but generally includes all areas of the grounds, and is for the sole and exclusive use, benefit, and enjoyment of the owners, residents, and guests. No one shall use the common areas in such a manner as to disturb others. Personal property shall not be left unattended on common areas other than the patio areas. Unit owners are responsible for the maintenance and repair of damage to the common areas caused by any negligent or intentional act of the unit owner, resident of a unit, or guest of any unit owner or resident. No unit owner has any authority to change or modify the common areas unless he/she has the proper written permission from the Board.

Architectural Regulations

Nothing shall be permitted to be hung or displayed on the outside or inside of windows (except non-offensive window coverings) or placed on the outside walls of a building or otherwise outside a unit, and no device or ornament shall be affixed to, or placed upon, the exterior walls or roof or any parts thereof, unless authorized in writing by the Board. No building, fence, wall, sign, awning, canopy, shutter, radio or television antenna, or any other structure shall be commenced, erected or maintained upon the Condominium property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of same have been submitted to and approved in writing by the Board.

Architectural Rules for Satellite Dishes

1. Dishes shall be one meter (39 inches) or less in diameter.

2. The dish installation shall be performed by a professional contractor with experience installing such dishes. The dish installed must be of quality construction and shall conform to all applicable building codes and manufacturer's specifications. Specifically, but without limitation, dishes shall be properly grounded according to applicable codes and manufacturer's specifications.

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

4. Dishes shall be installed in the rear of the unit on a post set in the ground within the fenced area.

5. If installation of the dish in accordance with Section 4 would prevent adequate signal reception, the dish may be installed on the side of the unit, or if the unit is an end unit, set on a post within a newly created or existing plant bed screened by plant material.

6. If the installation of the dish in accordance with both Sections 4 and 5 would prevent adequate signal reception, the dish may be installed in the front of the unit, in a plant bed on a post and screened by current plant material or, if necessary, additional plant material.

7. Under no circumstances is the dish to be attached to either the roof of the unit, the roof of the garage, the siding area or the chimney.

8. The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.

9. The Board reserves the right to specify the specific location where the dish is to be mounted, provided that signal reception is adequate in that location.

10. The unit owner shall be responsible for any damage to the unit caused by the dish or the installation process.

11. The owner shall arrange to have the dish removed upon sale of the unit.

Storm Doors

The only two approved storm doors are Secure Elegance #349-20, 349-40 or Screen Away #346-60, which is a self-storing door. The storm door can be purchased through any distributor of Larson Doors. Most stores also offer installation. They must be white with brass hardware and no glass etching is permitted.

Fireplaces

ON JANUARY 1ST, 2025, WE WANT TO REMIND ALL HOMEOWNERS TO PERSONALLY INSPECT THEIR FIREPLACES TO ENSURE THEY ARE FREE FROM DEBRIS AND FULLY FUNCTIONAL. REGULAR INSPECTIONS ENSURE THE CHIMMNEYS ARE IN GOOD SHAPE FOR USE SO WE DO NOT HAVE A STRUCTURAL FIRE. THIS IS ALSO RECOMMENDED BY THE MASTER INSURANCE COMPANY PROVIDER.

Front Door Decoration

Front door decoration is limited to one wreath/door hanging.

Handrails

The professional installation of a handrail is permitted at the front steps to the condominium and the patio steps. The steel handrail on the front steps must match those existing in the Lakes community. Fortin Ironworks and Suburban Steel are contractors who could install the railings. The patio handrail materials are at the discretion of the owner. All handrail costs are the responsibility of the unit owner.

Garage Door/Outdoor Light Fixture Replacement

Contact Towne Properties for information on approved garage doors and porch, garage, and patio lights. Replacement costs are the responsibility of the unit owner.

Common Area Restrictions

The following items are not permitted at The Lakes at Bethel Park in or on any common or limited common area:

- Swing sets, basketball hoops, soccer goals, laundry poles or clothes lines.
- Laundry (swimsuits, towels, rugs, clothing) or any item whatsoever to be hung over any patio fence.
- Personal property visible above the patio fence -- with the exception of patio umbrellas,
- chair backs and hanging baskets.
- Awnings and canopies are not allowed in our community.
- Bird feeders are not allowed anywhere in our community since they attract vermin such as: rats, mice, skunks, squirrels, raccoons, opossums, Canada geese and etc. Hummingbird feeders are permitted.
- Firepits, chimineas, or any wood-burning fire implement.
- Firewood or loose wood logs.

Nothing shall be done in any unit nor in or on the Common or Limited Common Areas and Facilities which would impair the structural integrity of the buildings.

Our Association performs structural maintenance but does not perform clean-up of units. We don't clean porches, patios, sidewalks, driveways, vinyl siding, windows, fireplaces or fences. If we would clean any of these items for one of our residents, we would be required by Ohio law to do the same for the other 129 residences in our community.

Patios

Patios are "limited common areas," to be used exclusively for the enjoyment and benefit of the owners and residents' to whose units they are attached. As common areas, patios are to be maintained to the same community standards as the property grounds. All unit owners are responsible for the upkeep of their individual patios.

Board members and/or the Association Manager will inspect all patios. If there are large weeds, trash, garbage, pet waste, damaged decks, untreated decks, and other unsightly things, the owner will receive a warning letter specifying the issues that need to be addressed. Approximately two weeks later, patios that were found to have issues will again be inspected and if the patio problems have not been corrected, a fee will be charged against the Owner. In addition, the Association Manager will arrange to have the patio cleaned and/or repaired and the cleaning and/or repair fee will also be charged against the Owner. The patio owner does have the right to request a hearing with the board on this issue.

Unless pre-authorized by the Lakes' Board in writing, awnings and canopies are not permitted.

Patio Fences/Partitions

Nothing shall be permanently attached to patio fences, gates, and partitions. The only approved attaching device is a "door wreath" type hanger which is temporarily hung over the fence's rails. Hanging flower baskets which are mounted on poles are permitted. \

Patio Gates

If you want a patio gate contact Property Management Company and receive an approved list of vendors and contractors for purchase and installation.

Painting/Deck Sealing

For touchup purposes, the front door paint is Sherwin-Williams' Black Forest. The trim and garage door paint is Sherwin-Williams' March Wind . The patio decks may be sealed with a stain–free clear water sealer, painted with Sherwin Williams' Cape Cod Gray or a natural wood color; OR stained with stains like redwood, oak or other natural wood colors.

Grilling on Patios

Owners and residents must keep all grills a safe distance from any combustible substance and the exterior portions of the condominium buildings. Grills placed too close to the siding will cause the siding to melt. The cost for the repair of the melted siding will be charged to the unit owner.
CHARCOAL AND WOODBURNING GRILLS, ARE NO LONGER PERMITTED AS OF JANUARY 1ST 2025.

Patio Door Approved Tint

The approved patio door window tint is 3M Scotch Tint Film Medium Neutral. The contact for installation is Solar-Tex, Inc. at 800-482-6211.

Window/ Patio Door Replacement

Any owner wanting to replace their windows or patio door must contact Towne Properties for the approved window specifications. An owner must receive the Board's written approval before replacing any window or patio door. No grids allowed on sliding patio doors.

Signs Within the Community

No signs will be permitted, except as follows:

1. One professionally prepared "For Sale" sign may be placed in a window of the condominium. No real estate signs are permitted in any common areas. Open house directional signs are permitted for the day of the open house only. Any exceptions will require written approval by the Board.

2. Security system decals may be placed in the window and a small post designated for that purpose may be put in the flower bed area closest to the front door.

3. Political signage is allowed solely within a timeframe that begins two weeks prior to an election and concludes one day subsequent to the election. The dimensions of such signs must not exceed 3 feet by 3 feet. The placement of political signs is permissible only during the period commencing two weeks prior to an election and concluding one day following the election. Political signs can be placed only within a window of the unit (interior portion of the window) or within the mulched flower bed adjacent to the unit. A political sign is defined, for the purposes of these rules, as a sign related to a candidate for a federal, state, or local election or a ballot issue to be voted on by the public at a local or state election/voting process.

Landscaping

Landscaping of the common areas is for the enjoyment and benefit of The Lakes at Bethel Park unit owners, residents, and guests. Maintenance of the landscaping is conducted via outside contracts as approved by the Board.

Lakes

Ice skating, swimming, and the feeding of Canada Geese & Fishing are strictly prohibited.

Watering of Lawns

Some common areas are maintained by the Association with an in-ground sprinkling system which is fed from the lakes. Unit owners are permitted to water their own seasonal plantings and encouraged to water new shrubs, new trees, and sown grass located near their unit.

There are usually watering restrictions for the lawns each summer. The board decides each year in May if watering lawns will be allowed between 10 am – 7 pm from June 1 – August 31. This watering restriction does not apply to watering flower beds.

Flowers/Flower Pots/Planters/Baskets

Owners are encouraged to plant flowers (annuals and perennials) and foliage in the mulched common areas immediately adjacent to their unit.

Flowers may be planted inside the patio fence or directly outside the patio fence in the existing mulched common Area. Maintenance of the flowers is the responsibility of the resident and dead plants are to be removed at the end of the season. The Association will remove plants that are not maintained during the growing season and have become unsightly. The removal cost will be assessed to the owner.

Personal Hose Reels/Hoses

Personal hose reels and hoses must be stored in the patio area or garage when not in use.

Landscape Lights/Patio Safety Lights

Landscape lights that shine on and/or upward on the outside of the condos are not permitted anywhere around the condo.

Patio type safety lights that shine down on the patio floor, the ground and sidewalks anywhere around the condo are acceptable. These lights must be discrete and not interfere with lawn mowing or snow plowing. They must be maintained in good operational condition and checked periodically for insect nests inside the posts. Most of these are solar.

Landscape Changes/Additions

An owner must request approval to install permanent landscape material, e.g., brick pavers, concrete pads, in the patio area. The requesting owner must submit detailed, written plans to Towne Properties and the requesting owner may not commence construction unless and until the Board provides its written approval of the plans. Please allow two weeks for Board approval.

Trees and Bushes

The Lakes Association does not cover the cost of removing or replacing bushes in personal flower beds. In common areas, you need permission from the Board to remove bushes. However, any new bushes you wish to plant must be pre-approved by the Board, except if they are planted in the patio area.

The Association does pay for the removal of trees that the Board determines should be removed. Typically, before removing a tree the Board will obtain the opinion of a professional arborist to determine that the tree is dead, diseased beyond saving, damaging other trees or causing significant damage, including structural, to one of our residences. The Board will not remove any healthy tree that is not causing any significant damage. The tree may or may not be replaced depending on circumstances. All trees must have prior written Board approval before the tree is planted.

If an Owner wishes to have a healthy tree removed that is not causing structural or other damage, they can request that the Board allow them to remove the tree **at their own expense.** The Board may or may not approve the request and such decision remains within the complete and absolute discretion of the Board. The Board can require that the tree must be replaced with another tree or bush, that the stump be ground down at least one foot below the ground surface, and that any bare space in the lawn be reseeded. If the removed tree is replaced by a tree or bush, the Board must pre-approve in writing the type of tree or bush before planting.

The association is not obligated to replace all trees that are removed, especially when the removed tree was in an owner's flower bed. There is concern that trees planted too close to a building might result in the tree's roots causing damage to the building, the porch, or sidewalk. Additionally, limbs extending from a tree planted too close to a building might damage a roof, gutters or the garage. A resident can submit an exception proposal to the board for consideration. If the exception is allowed, the replacement tree will be planted at the owner's expense.

Landscape Replacement

Replacement landscaping in common areas is done at the discretion of the Board on a case-by-case basis.

Parking/Vehicles

1. No boats, trailers, motor homes, recreational vehicles, trucks (larger than a 1¾ ton pick-up), campers, travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight without advance written approval by the Board. Other vehicles used for recreation are permitted to park in limited common areas for 48 hours to allow for loading and unloading. Cars and Trucks must park in a destinated parking space within the lines unless they are loading or unloading. No parking on the curb. No vehicle may be parked in a manner that blocks another resident's normal access/egress.

2. All parking by residents or guests must be:
   a) Within the garage.
   b) *IN THE LIMITED COMMON AREA IN FRONT OF THE GARAGE DOOR. YOU MUST PARK YOUR VEHICLE (S) WITHIN THE GARAGE FIRST, AND IN YOUR LIMITED COMMON AREA IN FRONT OF YOUR GARAGE (THE DRIVEWAY) FIRST BEFORE ANY VEHICLE CAN BE PARKED IN THE COMMON PUBLIC PARKING SPACES.*
   c) In the common parking spaces provided or in front of the Community Center. No vehicle may be parked in the Community Center parking area for more than 48 consecutive hours. Vehicles parked there for more than 48 hours are subject to being towed at the owners' expense.
   d) All vehicles shall be parked in such a manner as to not block any other resident's access/egress to the garage, street, or walkways.
   e) Guests may park in designated parking spaces within the lines. No parking on the curb.

3. Unlicensed or Inoperable vehicles (with flat tires, expired tags, etc.) or vehicles which cannot be identified as belonging to a resident or guest, shall not be parked in any common area except for short-term emergency work (flat tire, battery change/jump, etc.). Any unlicensed or inoperable vehicle will have a notice placed on its windshield and will be subject to towing at the owner's expense within 24 hours of being noticed.

4. The speed limit within the community is 15 M.P.H. Reckless operation, driving on the wrong side around a curve, excessive speed and parking or driving on lawn areas are prohibited.

5. Observed driving violations may be reported to the Property Management Company and will be subject to investigation and possible violation penalties.

Pets and Animal Issues

Animal owners are responsible for promptly cleaning up after their animals. The condominium common areas, including but not limited to the front yard areas, are for the enjoyment of all owners and residents. These areas cannot be fully utilized if animal waste is left on the grounds and animals are allowed to run uncontrolled. The Board has adopted the following rules, in addition to the animal restrictions set forth in the Declaration, to help ensure that animal owners, animals, and owners without animals can all enjoy and fully utilize the Association's common areas.

1. Animals must be on a leash when on Association property, except when inside a unit or on a patio. Leashes maybe no longer than six feet in length and extendable leashes may not be used if capable of extending beyond six feet. Leashes must by physically attached to the animal and be actively held by an individual capable of physically controlling it. If anyone is allowing any animal to roam freely around our community, whether by day or night, it is a violation subject to penalty fees.

2. Patio areas must be kept clean and free of animal waste.

3. No animal pens, or houses, makeshift gates (i.e. chicken wire gates, baby gates, etc.) are permitted on patios or porches.

4. Animals cannot be caged or tethered in any way in the common or limited common areas. A violation fee will be charged against any owner who does so.

5. Owners will be assessed any costs incurred by the Association to clean up after their animals.

6. The cost of repairing any damage to Association property caused by an animal will be assessed as a special assessment to the owner responsible for that animal. This shall include damage to the common lawn area caused by repeated urination in the same areas.

7. The number and size of household domestic animals is subject to two per household. No animals maybe bred or maintained for commercial purposes within the condominium.

8. Animal waste must be cleaned up immediately. Owners consistently failing to clean up after their animals may be faced with penalty fees and/or removal of the offending animal from the condominium property upon written notice by the Board.

9. The fines for not immediately cleaning up animal waste are as follows after an official warning: the 1st time penalty fee is $100, the 2nd penalty fee is $250, any additional penalty fees will be $500. If our residents notice that someone is not cleaning up their animal's waste, they should take a picture (if possible), observe, without following or confronting the individual, which unit they enter and report this to Towne Properties along with the date and time of the violation along with the type and description of the animal involved. As an act of courtesy, do not put your animal's waste bags in other residents' trash bins.

10. No animals are ever permitted in the Community Center, swimming pool and pool area.

11. Excessive animal noises will not be tolerated.

12. Do NOT feed any animal that does not personally belong to you including skunks, raccoons, opossums, cats, dogs, or any other animal, including Canada geese. Feeding these animals is hereby deemed to constitute "a nuisance that creates a detrimental effect on the Condominium or other Units or occupants." (Association Declarations -Article III Purposes: Restrictions, Section 2: Restrictions, (l) Animals).

13. Canada geese can be very aggressive and have attacked children and adults in our community. They seriously damage lawn grass and their feces make lawns too filthy for our residents to enjoy. The first time violation fee for feeding Canada geese is $100 and any subsequent violations are $250 each.

14. Animal waste containers need to be stored inside of the residents' garage.

Swimming Pool

1. All persons using the pool and pool area do so at their own personal risk and sole responsibility. The Board strongly suggests that no one swim without another capable swimmer present. The Association (of which all owners are members) assumes no responsibility for any accident or injury in connection with any use of the pool or deck area. For the privilege of enjoyment and use of the pool and deck area, all persons (owners/guests/ residents) hereby release and discharge the Association from any and all liability and for any and all damages arising from the use or operation of the pool or any portion and its facilities.

2. For the protection and safety of all persons, no child under the age of fourteen (14) years of age shall be permitted in or around the pool area without an adult owner/resident being present.

3. The pool and pool area are available to all owners/residents in good standing (an owner/resident in good standing is one whose dues and assessments are paid in full, and who is not in violation of any other rule) and their guests only. Guests are limited to five per unit on weekdays and three per unit on Saturday, Sunday and Holidays. **A resident or owner must accompany and remain with guests in the pool area at all times.** Limitation on the number of guests is imposed to ensure that no owner or resident is denied use and enjoyment of the pool facility at any time due to an excessive number of guests occupying the pool and deck area.

4. ***NO SMOKING IN THE IMMEDIATE POOL AREA – SMOKING IS ONLY ALLOWED IN THE DECK AREA TO THE SIDE OF THE CLUBHOUSE.***

5. Animals are **never** permitted in the pool area.

6. Glassware, glass bottles, breakable items, etc., are not permitted in the pool area. All trash and cigarette butts must be placed in the containers provided.

7. Swimming is permitted only in garments sold as swimwear.

8. To avoid accidents and prevent objectionable noise, users of the pool area shall not dive, run, cause excessive splashing or be objectionably loud. The only water toys permitted are those designed for pool use.

9. Pool chairs/loungers/tables cannot be reserved due to the limited number available. Once you leave the pool area, chairs/lounges/tables are open for use by others in the pool area. Owners and residents are permitted to bring their own lounge chairs to the pool area if all available lounges are in use.

10. Private pool parties are not permitted.

11. Cooking in the pool area is not permitted except for events planned and sponsored by The Lakes at Bethel Park Social Committee to which all owners/residents are invited. Food items may be brought to the pool area. However, please keep any food and trash from entering the pool or remaining on the concrete pool areas. This is necessary to ensure proper operation of the pool filtering system and to avoid unsanitary and unsafe conditions.

12. Climbing over the pool area fences and gates is prohibited.

13. The swimming pool closes at 11:00p.m. nightly.

14. No one may enter the Community Center in wet bathing attire except for the restroom area. Shoes or thongs must be worn when entering the restroom area.

15. There is a $20.00 charge for replacement of lost pool keys.

16. Persons with communicable diseases are prohibited from using the pool.

17. Don't allow anyone in the pool area unless you **know** they live here. For safety reasons, there is a camera in the pool area to watch for unauthorized persons and unsafe conditions or actions. Anyone who allows in an unauthorized person, who is not their guest, can lose their swimming privileges for the balance of the swimming season.

18. The association does not furnish lifeguards or other security personnel to watch over the pool and its use. Owners/Residents are warned that all pool use is subject to the user's risk. Think safety first!

19. The Board, as part of its overall authority may close the pool and the Community Center for up to seven days to protect the health of the community and to prevent legal action against the Association. All the costs of any legal action including settlements would be shared individually by all of the unit owners.

Community Center/ Clubhouse

1. Owners and residents wishing to use the Community Center must first reserve the facility. Owners in good standing (i.e., those whose dues and assessments are paid in full and who are not in violation of any rules) may reserve the Community Center on dates when no other event is scheduled. The Community Center is reserved through Towne Properties by calling 614-781-0055.

2. Reservations must be made on the Community Center Lease Form. Use of the lease is intended to preclude any misunderstanding regarding reservations. Non-owner residents may reserve the Community Center so long as the unit owner has provided the Association a current and valid signed lease listing the non-owner resident as a party to the lease. Non-owners/non-residents may not reserve the Community Center. The Renter is **not** to leave the Community Center at **any** time during their event since they are responsible for the conduct of their guests, including the children of the Renter. Owners/residents reserving the Community Center do so with the understanding it is a resident's function and they must be present for the full duration of that function.

3. Reservations for the Community Center will be on a first-come basis but will not be accepted more than 3 months in advance. The Board reserves the right to make exceptions to this three month limitation to accommodate "once in a lifetime" events (e.g. 50th anniversary, wedding, graduation). Further, all reservations are subject to the approval of the Board, which will exercise discretionary control over all regulations.

A check in the amount of $75 for a non-refundable usage fee, a check in the amount of $200 for a refundable security deposit, and a completed signed lease form are required to be submitted at least three weeks prior to the date of the reservation. Checks are to be made payable to "The Lakes at Bethel Park Condominium Association." The deposit check and the rental check must be written by the owner or resident of the condominium. Community Center facilities must be returned to their pre-event condition and in accordance with the directions provided to secure the return of the entire security deposit.

The Renter will need to pick up the key for the Community Center 48 hours prior to the day of the event at the property management company's office and drop it off at the property management company's office within 48

hours after the conclusion of the event. **Should the key not be returned, a charge to re-key the Community Center will be taken from the Renter's security deposit.**

The Community Center will be inspected by a Lakes' Board Member or office personnel within 48 hours after the key has been turned in (it will be inspected prior to the next function, should the next function be within the 48-hour period). Inspections will not be scheduled with the Renter. If there is a problem, the Association Manager will correct the problem and the cost of doing so will be deducted from the security deposit. If there is damage that exceeds the amount of the security deposit, the excess amount will be charged to the owner.

4. Towne Properties maintains the Community Center calendar. Association functions hold priority over all other functions.

5. Reservations are to be only for social functions or informal gatherings. The Community Center cannot be rented for the purpose of hosting an event to sell/promote products or services of any kind.

6. The swimming pool may not be reserved or used by Community Center guests. **Renting the Community Center does not include the use of the swimming pool area or the use of the swimming pool. Private pool parties are not permitted.**

7. All rules and regulations for the Community Center are enforced by the Board. Violation of the rules and regulations should be reported to the Board through Towne Properties.

8. Owners/residents may use the Community Center without charge on the day of a funeral for funeral activities associated with the death of an Owner/Resident or a member of the immediate family of the Owner/Resident, provided the Community Center has not been previously committed. Owners/residents, however, still must tender a security deposit.

9. Owners/residents reserving the Community Center are responsible for restoring it to a clean and orderly condition, and are liable for any damage. Such restoration must be completed the day of the event. If the facility is returned to a clean, orderly, and proper condition, the security deposit check will be returned following the inspection. If the community center is not cleaned and /or trash is not removed, all charges incurred by the Association will be taken out of the security deposit check. In the event the costs to clean or repair damages to the Community Center exceed the security deposit, the unit owner, including the unit owner of a non-owner resident, will be held liable for all damages and repair costs incurred. The Community Center must be left in the same condition it was in before you arrived.

All trash must be removed from the restrooms, kitchen area, and the activity room after your event. The Community Center furniture may be moved around inside the Community Center to accommodate the Renter's needs. However, all furniture must be lifted and carried to the desired area, and returned to original position before leaving. Should the Renter not lift the furniture when moving it, they will be responsible for any carpet damage that may occur.

Any carpet or furniture cleaning due to spills, stains or damage by your party will be charged against your security deposit. Should you notice a stain prior to your function it must be pointed out to the Association Manager before your function begins.

Empty all trash and replace the bag (provided by the user). Remove all trash/garbage/food. DO NOT LEAVE YOUR TRASH AND FOOD IN THE COMMUNITY CENTER. If the kitchen facilities are used, clean the appliance surfaces, counter tops, and sinks. Turn off all lights and fans, including in the restrooms, before leaving the Community Center.

The vacuum cleaner must be run on all floors and mats. Mop up any spills. Clean crumbs and spills from furniture, tabletops, bar, and kitchen counters. Empty the refrigerator and freezer. DO NOT leave other items in the refrigerator. Be careful what you put in the kitchen disposal. (Lemon and lime peels will clog it.)

10. When not in use, all entrances to the Community Center will be locked. It is the responsibility of the Renter to see that entrances are closed, locked, and secured. Lock all of the front and back doors except for the door entering the pool area.

11. No person in wet bathing attire is permitted in the Community Center, except in the restroom.

12. Grilling for parties in the common areas of the Community Center facility is prohibited.

13. The capacity of the Community Center is limited to 63 people. No functions will be permitted for larger groups.

14. **All animals are forbidden to be in the Community Center and pool area at all times.**

15. The fireplace is not functional. Please do not attempt to use it.

16. Renters must furnish supplies such as silverware, plates, cups, glasses, and cleanup materials.

17. All functions must be over by **midnight**.

18. Guests may park in the visitor's parking spaces in front of the Community Center. If needed, guests may park on the "North" (Community Center side) of Bethel Park Drive. Parking on the South side of Bethel Park Dr. is prohibited. Guests may also park on other streets provided they do not block driveways, fire hydrants, or streets that would prevent emergency vehicles from passing. No parking on the grass or on curves.

19. Renters must reset the thermostat in the kitchen before you leave. Winter Temp – 60
Summer Temp – 80

20. Smoking is not allowed inside the Community Center. The Renter is responsible for making sure guests smoke outside of the Community Center and that their cigarette butts are disposed of properly.

21. **There are cameras continually recording all activity inside the Community Center and the pool area.** The camera is not actively monitored on a daily basis and is not intended as a safety measure. Footage from the camera will not be provided for member viewing absent pressing demand as decided in the Board's absolute discretion.

22. **If the Community Center front and back doors are not locked and the lights turned off, the resident will be charged a $150 fee for not cleaning the Community Center, a $50 fee for not locking all of the Community Center doors and a $50 fee for not turning off all of the lights. These fees will be deducted from the deposit.**

Refuse Collection

The City of Columbus Department of Refuse handles collection on a rotating collection schedule. The Lakes at Bethel Park follows the "Pink" collection schedule. Refuse must be placed in the container provided by the city.

Refuse placed next to the container will not be collected. Refuse containers should be placed at the curb no earlier than the night before the day of collection and returned inside the garage the evening of collection day.

Trash bins and recycling bins must be returned inside the garages within 24 hours after pick-up. Warning letters will be sent for violations. Repeated violations within one year are: 1st Offense After Warning Letter - $50, 2nd - $75, 3rd - $100, 4th & each additional offense - $150 each.

In the event you will not be home, please make arrangements with a neighbor to put your refuse out at the proper time and return the empty container to your garage the evening of collection day. No paint or hazardous material is to be placed in the containers. For broken container replacement or any questions regarding collection or recycling, call 614-645-8774 or 311.

If you have items too large for the regular garbage truck, the City of Columbus' department for scheduling the removal of large trash items phone number is 614-645-3111. You can make an Online Request at www.311.columbus.gov Large trash items must not be left on our streets in excess of three days. The residents are responsible for having them removed. Items must be stored in the garage until the week of pick-up.

If the trash bin is sitting under a tree, the garbage truck will **not** usually pick up the bin. The bin is lifted up high in the air to empty it into the top of the garbage truck, which damages any overhanging branches and limbs. The city of Columbus can be liable for this damage so they might not empty the bin. Therefore, **make certain your trash bin is not under any overhanging tree.** Damage to trees caused by emptying trash bins is being monitored and will incur a violation letter and a penalty fee for repeated violations.

Snow Removal

Snow removal is initiated by the Property Management Company in consultation with the Board. Community streets are plowed when accumulation reaches 2" and salted when rapid melting is not anticipated. Owners need to clear their unit's sidewalks and driveways.

Solicitation and Garage Sales

Solicitation by commercial enterprises is prohibited at The Lakes at Bethel Park. Please report violations to the Lakes' Association Manager.

Due to limited parking availability, individual garage and tag sales are also specifically prohibited, unless approved in writing by the Board of Directors as part of a community-wide activity. The only exception is a "moving sale," which must also be pre-approved in writing by the Board of Directors.

Moving Responsibilities

If you are moving, it is very important to contact the Lakes' Association Manager at the Property Management Company prior to your move. Let them know who the new owner of record will be as well as your closing date. It is the seller's and buyer's joint responsibility to make certain all condominium dues are current at the closing.

It is the seller's responsibility to give pool key cards and the Association Declaration, By-Laws and Handbook to the buyer. If you do not have these documents, Towne Properties will provide you with a set for a $25.00 charge.

Miscellaneous

Flags

The American Flag, State of Ohio Flag, MIA or POW flag, and Service Star Flags may be flown or displayed with proper respect at any time following normal flag protocol as set forth in Ohio Revised Code 5311.191. College Flags may also be displayed.

Holiday Decorations

A reasonable display of holiday lights and decorations can be displayed on the building, gutters, or fencing, using only non-permanent mountings. Holiday decorations are to be removed no later than 30 days after the holiday.

Bird Feeders/ Hummingbird Feeders

Bird feeders and their poles/posts are not allowed anywhere in our community since they attract vermin such as rats, mice, skunks, squirrels, raccoons, opossums, Canada geese and etc. Owners can have bird baths and flowers for our birds to enjoy. Hummingbird feeders are allowed.

Rental Issues

Pursuant to an amendment to the Declaration, the Association does not allow owners to lease their units to anyone except immediate family members, which are defined as "parent(s), child(ren) or siblings of the Unit owner, if such persons are related to that owner by blood or marriage" or after receiving advance written approval from the Board to accommodate unique family circumstances or hardships.

The amendment forbidding renting or leasing any of our units was approved by over 75% of our owners and became effective on May 1, 2013. The only exceptions are those units that were board approved for renting and were being rented on May 1, 2013, which were grandfathered in and are allowed to keep renting until they are sold. There are currently only four grandfathered units in our community that are still allowed to rent.

The Board will be aggressively attempting to locate owners who are renting their units without the Board's prior written authorization. Ignoring the Association's rental policy, which was adopted overwhelmingly, is a threat to the well-being of our community. We encourage our residents to report any unauthorized violations of the rental policy anonymously to the Lakes' Association Manager at Towne Properties for investigation

1. An enforcement assessment (fine) of $1,500.00 will be imposed upon owners in the event of any breach of the leasing amendment. Furthermore, in alignment with the leasing amendment, the Association will diligently pursue the eviction of any tenant found to be occupying a unit without proper authorization. The owner in violation will bear the responsibility of covering all costs incurred by the Association, encompassing attorney fees and court costs.

Rules Enforcement

Any owner of the community may file a complaint citing a violation of these rules and regulations. A letter of complaint appropriately documenting the violation should be mailed to Towne Properties, c/o the Lakes' Association Manager. The complaint will be investigated and processed for further action.

Unless another procedure has been specifically set forth in the Handbook, owners and rental residents who fail to comply with the rules and regulations will be subject to the enforcement policy as outlined below. If the violation reoccurs, or is not corrected after notice is received, the resident is subject to being fined or having the costs associated with curing the violation assessed against them.

Enforcement Assessments ("fees" or "fines") for noncompliance with the rules or any provisions of the Declaration and Bylaws, will be levied according to the following schedule after the initial warning letter has been sent to the Unit owner (and occupants of the Unit if the Unit is not Owner Occupied) and, if appropriate, for a time to cure, the time to cure (if applicable) has expired:

First Offense After Warning Letter - $ 100.00
Second Offense - $ 150.00
Third Offense - $ 250.00
Fourth Offense - $ 500.00

The Board has the authority to levy separate and higher amounts for violations of the leasing amendment which are later referred to in these rules.

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. Rental residents may be evicted for multiple violations.

The Unit owner will be financially responsible for any violations committed by occupants of the Unit or guests associated with the Unit.

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

1.A warning letter will 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.

2.If the violation is not cured after the warning letter or the violation occurs again after the warning letter, a notice will be sent to the Unit owner with 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.

Enforcement assessments will be levied pursuant to the schedule above after the following statutory procedures have been followed:

1.A written notice of the description of the violation (or property damage), the amount of the proposed charge/assessment, a statement that the owner has a right to a hearing before the Board to dispute the assessment/charge, a statement informing the Unit owner how to request a hearing with the board, and a reasonable date (if any) by which the violation must be cured.

2.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. If the Unit owner fails to timely request a hearing in writing, the Unit owner will have waived their right to a hearing and the Board will immediately impose the assessment/charge to the Unit owner's account.

3.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.

4.If a hearing is held to dispute the assessment/charge, the Unit owner may provide any information to the Board they feel is necessary to provide related to the violation. 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.

5.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).

6.The Board has the authority, by a majority vote of the Directors, to revise the amount of the enforcement assessments from time to time.

7.The Board has the right to adjourn a hearing if the Unit owner and/or tenants of the Unit attending a hearing with their respective legal counsel and the Board was not notified of the legal counsel's attendance at the hearing.

8.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 owners' Unit, occupants, or guests, for no more than sixty (60) days from the date of the hearing.

The Lakes at Bethel Park Formal Complaint Form

Violator(s) (If known): _____

_____

_____

_____

Address (If known): _____

_____

_____

_____

_____

Violation(s): _____
(Describe nature, location, time, date, etc.)

_____

_____

_____

_____

_____

_____

_____

Signature _____ **Date** _____

Address _____

Please submit form to:
Towne Properties
c/o Lakes at Bethel Park's Association Manager
777 A Dearborn Park Lane
Worthington, OH 43085

Checklist of Maintenance Responsibilities

Description	Unit Owner	Association
Chimney (vents, damper within unit)	X	
Doors: Weather-stripping, Storms & Screens	X	
Doors: Garage & Entry **	X	
Fences: For Patio Screening	X	
Patio Gate	X	
Heating & Air – Conditioning System	X	
Landscaping: Care & Replacement of Patio Shrubbery & Plantings	X	
Patio Replacement (concrete)	X	
Patio Maintenance	X	
Personal Pipes: Gas, Water, Sewer servicing one unit	X	
Property Damage within unit *	X	
Walls : Interior Maintenance	X	
Windows: Frames, Glass, Screens & Storms	X	
Wiring: Electrical & Telephone Servicing One Unit	X	
Chimney: Exterior Siding, Exposed Flue, Flashing		X
Foundation Walls, Footing Drains		X
Garages: Structural Maintenance, Siding, Trim, Door (surface finishing)	X	X
Interior Damage: Caused by Roof Leak, etc. (drywall, etc.)	X	
Landscaping: Care of Lawns, Shrubbery, Trees		X
Common Area Lighting		X
Exterior Unit Light Fixtures/Bulbs	X	
Light Bulbs	X	
Painting: Exterior & Color Selection		X
Pipes: Servicing More Than One Unit		X
Road & Parking Area Pavement		X
Roofs: Shingles, Flashing, Gutters, Downspouts		X
Snow Removal: Roads, Driveway		X
Snow Removal: Sidewalks, Front Porches	X	
Walks: Sidewalks		X
Wall: Exterior Structural Maintenance		X

*Including but not limited to damage which is caused from exterior.

**Painting of garage/entry door will be completed when the entire property is painted. At other times, the owner is responsible for any necessary painting of the garage/entry doors.

Checklist of Insect/Pest Problem Responsibilities

Problem	Owner	Association *****
Ant: Carpenter		
Honey	X	
Pavement	X	
Pharaoh	X	
Bees: Carpenter		
Honey	X	
Wood		X
Canada Geese		X
Centipedes	X	
Chimney Varmints	X	
Earwigs	X	
Fleas	X	
Groundhogs		X
Hornets		X
Indian Meal Moths	X	
Mice	X	
Millipedes	X	
Opossums		X
Raccoons		X
Rats	X	
Roaches	X	
Silverfish	X	
Skunks		X
Spiders	X	
Squirrels		X
Termites		X
Ticks	X	
Wasps	X	
Woodpeckers		X

***** Disclaimer: The owner/resident MUST call the Association Manager **BEFORE** taking ANY action on any of the Insect/Pest Problems listed in the "Association" column. If the owner/resident takes any action prior to contacting the Association Manager, the Association is not liable for ANY costs that the owner/resident incurs. The Association will not reimburse the owner/resident for ANY charges or payments.

The Lakes at Bethel Park Condominium Association
Exterior Modification Application

Name: _____ Date: _____

Address: _____ Telephone: _____

Description of Modification: _____

_____

_____

Draw or attach a plot plan showing the exact location with respect to the condominium unit.

Modification to begin on: _____ To be completed by: _____

The owner(s) or their designees (contractor) must comply with the following:
1) The specifications as approved by the Board of Directors.
2) The City of Columbus permits, building regulations, ordinances, etc. including a final inspection.
3) Contractor one year warranty on materials and labor, if applicable.
4) Repair of any damage to the Common Area or other condominium units.

Management Company recommends/does not recommend this modification for approval.

Approved ____ Disapproved ___ By: _____ Date: _____

Please make a copy of this form for use

If you would like to participate in **The Lakes At Bethel Contact Book**, please mail or email the below form to the Property Manager.

I NAME: _____ would like to participate in The Lakes at Bethel Contact Book.

PRINT NAME:

_____DATE:_____

PHONE NUMBER:_____

EMAIL ADDRESS: _____

ADDRESS: _____

_____