Parks Edge Condominium
Home Owners Association

RULES AND REGULATIONS

Revised October 2021

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Parks Edge Condominium Home Owners Association

RULES AND REGULATIONS

A. GENERAL INFORMATION.

Section 1. Environment. The Residents shall in general respect the rights, comfort, and convenience of their neighbors. Residents and their guests shall conduct themselves at all times in a manner that shows consideration for all other occupants and does not disrupt the rights of others. To provide for a pleasant and safe environment, smoking is not permitted in any common area including, but not limited to the building or south patio.

Section 2. Noise.

1. Residents shall not make or permit to be made any disturbing noise in the common areas or in the residences, by themselves, their family, friends, employees, or visitors; nor permit anything to be done by any such persons that would impair or interfere with the rights, comfort, or convenience of other residence owners or occupants.

2. Residents shall not play or allow to be played any musical instrument, radio, TV, sound system, sound amplification device, or the like, if the same shall unreasonably disturb or annoy any other residence owners or occupants.

3. If a noise complaint is filed with the Board of Directors, the resident will receive a written warning for unreasonable disturbance of others. The second time a complaint is received by the Board of Directors the resident will be subject to written notice of enforcement assessment and be provided an opportunity for a hearing with the Board as set out in the Rules and Regulations, K.4.

Section 3. Ingress and Egress.

1. The hallways, corridors, vestibules, and other areas used for getting to and from residences shall be left clear of all objects and remain unobstructed at all times. They may not be used for any purpose other than ingress and egress.

2. Doors to public corridors shall be kept closed at all times except when in actual use for ingress and egress. The only exception are the Fire Doors that are magnetically held open and should not be manually closed by anyone other than staff. Doors are not to be held open in any manner.

3. The common areas and corridors shall not be used for the storage or placement of furniture or any other article including, but not limited to, welcome mats, plants, boxes, shoes, boots, umbrellas/umbrella stands, old newspapers, trash, wheelchairs, baby carriages, bicycles, or other personal property and the like unless approved by the Board in writing.

4. All personal property placed in any portion of the building or any place adjacent thereto shall be placed at the sole risk of the residence owner. Security or local authorities shall remove unmarked boxes or any unidentified containers or other objects that may be suspicious.

Section 4. Utilities.

1. Common utilities shall not be used or left running for unreasonable or unnecessary lengths of time. Residents, their visitors or family, friends, and employees are prohibited from committing any waste of the common utilities for any reason.

2. The HVAC, toilets, and other water, plumbing, and disposal apparatus shall not be used for any purpose other than that for which they were constructed. Toilet paper, human waste, and food processed through garbage disposal units are the only solid materials that may be discharged through the plumbing; i.e., no rubbish, paper towels, feminine hygiene products, cloth or clothing items, newspapers, ashes or other solid or semi-solid substances shall be thrown therein. It is recommended that septic safe, rapid dissolving toilet paper such as Angel Soft or Scott be utilized.

3. Storing of any items or personal belongings is prohibited in any HVAC or water closets.

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

5. It is imperative that neither Unit Owners nor contractors interfere in any manner with any portion of the plumbing, heating, ventilation, air conditioning, fire protection, or lighting apparatus in or around the building. Residents may be liable for any and all damages incurred to the building or other residential suites as a result of interfering with the mechanical or structural portions of the building. Any maintenance concerns should be directed to the Property Manager or the Concierge if the Property Manager is not available. The Unit Owner will be responsible for the cost of repairs due to damages to the common mechanical or structural components of the building which are the result of a Unit Owner, the Unit Owner's contractor, the Unit Owner's tenant, or the Unit Owner's guests, employees or family, tampering or interfering with the mechanical or structural components of the building.

Section 5. Trash and Recycling. Each residential floor contains a trash room. Each trash room above the first floor contains a trash chute to be used for removal of all waste. The first-floor residences must take their trash to the trash room and dispose of in the trash compactor. The following guidelines regulate the use of the trash room, trash chute, and recycling disposal facilities:

1. All refuse (this includes waste and glass) must be placed in plastic bags no larger than 13 gallons before throwing it down the chute. All bags must be securely tied so that refuse does not fall out of the bag. Spoiled items must be double bagged.

2. Do not force items that are too large into the chute. Trash should easily pass into the trash chute. Unit Owners are responsible for taking large items downstairs to the trash compactor room on the first floor and placing in the bin marked "oversize items". Extra large items for pick up must be arranged in advance with the Property Manager. A fee will be assessed to such unit owner by the waste provider for pick-up of extra-large items.

3. Boxes and cardboard will clog the chute, and trash will back up resulting in a nasty smell. Therefore, **BOXES MUST NOT UNDER ANY CIRCUMSTANCES BE PLACED IN THE TRASH CHUTE. Boxes must be flattened and taken downstairs to the trash compactor room located on the first floor.**

4. Boxes, cardboard and paper are all recyclable items. It is the responsibility of the homeowner to dispose of these items in the recyclable containers located in the trash compactor room located on the first floor.

5. Plastic bottles, aluminum, glass, steel and bi-metal cans are recyclable items which can be placed in the blue recyclable container in the trash chute room or the trash compactor room. Styrofoam can only be disposed of in the oversize trash bin in the trash compactor room located on the first floor.

6. Cat litter, pet waste and artificial turf pooch pads should be double bagged and placed down the trash chute.

7. No one is permitted to deposit any flammable materials or anything that is burning into the trash chute. No one is permitted to deposit any environmentally hazardous materials into the trash chute. Hazardous materials will be defined as materials that are dangerous or potentially harmful to the health of residents or the environment. Hazardous materials may be in the form of liquids, solids, or gases, and will include, but are not limited to, cleaning fluids, pesticides, or paints, stains or solvents.

8. Residents and guests are not permitted to leave trash on the ground or in common areas except in designated trash containers. If the trash chute is temporarily out of service, trash must be taken to the trash compactor room on the first floor and disposed of in the bin marked "first floor trash".

9. As a courtesy to residents the trash chute is to be used only between the hours of 8:00 a.m. and 10:00 p.m.

Section 6. General Conduct in Common Areas. Residents will be held directly responsible for the conduct of minors (whether residents or visitors). As a matter of safety and in consideration of all residents, we ask that individuals under the age of 14 be supervised in the stairwells, corridors, lobbies, elevators, parking decks, and any other common area. No

running, rowdiness, or loud behavior is permitted in any of the hallways, stairways, elevators, and garage or lobby areas.

Section 7. All Common Areas.

1. The common areas and facilities shall be used only by residents and their agents, tenants, family members, customers, invitees and licensees subject to the Rules and Regulations established by the Board. Consideration of others should be given as part of personal conduct in the lobby while waiting or meeting with friends/guests.

2. The lobby areas shall be used for the purpose of entering and exiting the building. The lobby areas cannot be used for social events.

3. No common area shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the residents.

4. The use of the common areas shall not be obstructed by any resident and no resident may hinder or encroach upon the lawful rights of any other resident to common areas.

5. If any damage shall be caused to the common areas of the property due to the intentional or negligent actions of a resident, or his/her tenant, agent, guest or pet; the resident shall pay for the costs related to such damage, maintenance, repair and replacement, as may be determined by the Board of Directors for the Association.

6. Outside flowers and plants are common property and cannot be taken for private use. Residents may not interfere with the maintenance or replacement of flowers or plants on the common property.

7. Clearing of snow and salt melt application will take place on the sidewalks surrounding the Parks Edge Buildings, including Parks Edge Place, Neil Avenue, Spring Street and John H. McConnell Blvd. and the front entrance of the buildings. Homeowners with patios are responsible for clearing the steps to their unit and their patios.

8. The lobby area is never to be used by residents to store personal items or other property for any period of time.

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

10. No personal notices or signs of any kind are permitted to be posted in the elevators or common areas of the Condominium, except as posted by the Association.

Section 8. Carts.

1. Carts are available in the lobby. These carts are provided for the convenience of

residents in transporting groceries and other items to their units. Contractors and housekeepers are not permitted to use Parks Edge carts for any reason. Carts are not permitted to be taken off the Parks Edge property.

2. Carts are available for use for 20 minutes. Residents are responsible to return carts immediately after use to the cart station. Please be sure to return the carts so that other residents may use them when necessary.

3. Residents are not permitted to keep carts in their unit or leave carts in hallways or elevators. Carts left in passageways create an obstruction and a violation of Fire Department safety regulations. Violators are subject to enforcement assessments.

Section 9. Incident Reporting.

1. In the event of an **immediate** problem, call the Concierge to report your concern, complaint or problem (for example, water running into your unit through the ceiling, unusual noise level continuing in hallway or another unit, overflowing toilet or sink, your smoke detector went off but there is no fire or other emergency). The Concierge will report the problem to Maintenance.

2. For problems **not** of a serious or immediate nature, convey all concerns, complaints, or problems to the Property Manager in person, by telephone or email.

Section 10. Mail Room.

1. One locked US Postal Service mail box (with two keys) is assigned to each Unit. Only U.S. Postal Service employees unlock the mail box panels to insert mail into the mailboxes. No flyers, pamphlets or other papers are to be left in or around the mailboxes by anyone other than the U.S. Postal employees.

2. Outgoing U.S. mail may be inserted through a slot in the locked mail box panel for pickup by the U.S. Postal Service. Do not leave boxes or packages to be mailed in the mailbox area.

Section 11. Fitness Center.

1. The fitness center is accessible 24 hours per day, 7 days a week. Residents should wear proper workout attire and use of the fitness center is at user's own risk.

2. Adult overnight guests of residents are welcome to use the fitness center, but residents should have priority in the event of high demand.

3. Children under the age of 14 are not permitted unless supervised by an adult.

4. Please be courteous to others and wipe the fitness equipment with disinfectant wipes after use. Disinfectant wipes are located in the fitness center.

5. Personal tastes in television viewing and music vary greatly, so please be considerate when adjusting the volume. When possible, the use of closed captioning and personal headsets is encouraged.

6. Use of cellular phones to make or to receive voice calls is not permitted in the fitness center. If you receive an emergency call please be courteous to others and step outside the fitness center.

7. Please be courteous to others and if other residents are in the fitness center please limit your time on the cardio equipment to 30 minutes per piece of equipment.

B. BUILDING SECURITY, DELIVERIES, AND COMMON AREA AMENITIES.

Section 1. Access to the Building.

1. The building is designed to provide security for all residents by preventing unauthorized persons from entering the building. Access to the building may be gained through the main entrance or through outside ground floor entrances. A key fob for locked entrances and tower doors to all floors will be issued to each resident.

2. Guests visiting the North tower will use the call box located on the North side of the building to contact the resident who will provide entrance into the building. If the resident is not home to provide access, the guest must visit the main concierge desk in the West tower to provide verification of permission to enter the residence.

3. Any individual occupying any residence for more than four weeks in any year is considered a resident. For security purposes, all residents must be registered with the Property Manager. Ohio law requires the resident, within thirty (30) days after the resident obtains ownership of the Unit, to provide the name(s), home mailing address (if different from the Unit address), business mailing address, and home and business telephone numbers of all Unit Owners and occupants residing in the Unit. If the Unit is managed by an agent of the Unit Owner, the name, address, and phone number of the managing agent will also be required. If the Board or Property Manager requests this information, it must be provided no later than thirty (30) days from the date of the request.

4. Residents should not open locked doors for people that they do not know to ensure the safety of all residents in the buildings. If the unknown person does not have a key fob, he/she should be referred to the Concierge for access.

5. If residents discover locked doors propped open or that have failed to close completely, residents should close the door and report the incident to the Concierge immediately.

6. Residents should report immediately to the Concierge any person, or activity observed in or around the building that is considered suspicious, including any suspicious

packages or boxes.

7. Residents are permitted to have visitors, guests, service personnel or others visit their units at their own discretion. Residents are responsible for any damage or rule violation that may be caused by their visitors, guests, and service personnel, including any enforcement assessment or special individual unit assessment.

8. Soliciting is strictly prohibited on the premises. Violations should be reported to the Property Manager and appropriate action will result.

9. Management shall have a right of entry and access to, over, upon and through the property known as Parks Edge Condominiums, including each unit and the limited common elements, to enable Management to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any item, things or areas of or in the property known as Parks Edge Condominiums. In the event of an emergency, the Management's right of entry to a unit and its appurtenant locked or enclosed limited common elements may be exercised without notice; otherwise, Management shall give the owners or occupants of a unit no less than 24 hours advance notice prior to entering a unit. Unit Owners and occupants are expected to cooperate with providing Management access to the unit.

Section 2. Deliveries.

1. All large deliveries (such as home furnishings) must enter and/or exit through the northwest side entrance of the North tower and main entrance to the building for the East and West towers and MUST be scheduled through the Concierge at least 48 hours in advance for coordination of the elevators, and installation of pads for the protection of the elevator. Schedule times are on a first-come, first-served basis upon approval. Deliveries for the East and West towers are permitted Monday – Friday from 8:00 am until 4:00 pm and Saturdays 8:00 am – 12:00pm. Deliveries for the North tower are permitted Monday – Friday from 8:00 am – 4:00 pm. Deliveries are not permitted on major holidays or the day of Red, White and Boom. Large deliveries (furniture, items exceeding fifty (50) pounds, etc.) from UPS, FedEx, Yellow Freight or any other delivery service must be accepted by the resident. The Concierge is unable to accept large deliveries due to the limited amount of storage; therefore, it is imperative that the resident accept the delivery and take immediate possession of the item.

2. Any damage caused to the elevator, elevator lobby, residential corridor, or other common area will be the responsibility of the Unit Owner receiving the delivery.

3. All small deliveries for the East and West towers will be made to the front desk located in the main lobby. All small deliveries for the North tower will be made to the package room located across from the elevators. North tower residents will use fob to access the package room. All packages are to be picked up within 48 hours of receipt of package as storage space is limited. Please do not place orders if you know that you will

be gone for an extended period of time.

4. For the East and West towers, any delivery vehicles including privately owned and rented vehicles, including moving trucks and vans, must use the loading zone located outside of the main entrance. For North tower, delivery vehicles must park on New Public Lane between the New Public Lane crosswalk and John McConnell Blvd. The loading zone is not to be used as visitor parking for any length of time. Move-ins and move-outs must be scheduled through the Property Manager per rule C.4, below.

Section 3. Keys, Lost Access Devices and Key Cards.

Access Devices.

1. The Property Manager retains one (1) unit resident key and one (1) storage room key for each home. These keys are maintained in a secure lock box that is only accessed for emergency purposes or through the written consent of the homeowner. There is a three (3) step process in place to access these keys which provides a maximum level of security.

2. The homeowner must provide written consent to the Property Manager, Concierge or Building Engineer 24 hours in advance to authorize Parks Edge to provide a key to service providers or guests.

3. Homeowners that install security alarm systems or alternative locking systems must provide the Property Manager with the security access code and/or unit key. If the resident fails to provide the Property Manager with a security access code or key and the Property Manager must gain immediate access to the unit for emergency purposes, the lock will be removed and all charges related to removal and replacement of a lock with new keys for the unit will be charged to the homeowner.

4. Any common key fobs that are lost or stolen should be reported immediately to the Property Manager. Replacement of fobs, and parking garage transponders will be at the Unit Owner's expense.

Section 4. Guest Suite.

1. The guest suite should be reserved at least 24 hours in advance and no more than six months in advance through the Parks Edge website and may be reserved for up to five (5) consecutive days. Unit Owners are permitted to reserve the guest suite up to three (3) occasions a year, after which time they may reserve the guest suite, if available, one week in advance. Exceptions may be made for hardship situations. The resident making the reservation is responsible for all charges associated with his/her guests' stay and damages when applicable. The charge for use of the guest suite, which is subject to change from time to time, will be posted on the Parks Edge website. Guests visiting the suite will be extended the same privileges as Parks Edge Condominium residents.

2. Reservations not cancelled 48 hours prior to check-in time will be invoiced for the reservation. A late fee of $40.00 will be charged if a guest checks out after 11:00 a.m. on his/her date of departure.

3. Smoking is not permitted in the guest suite. If a guest smokes in the suite the Unit Owner will be charged to have all linens and bedding dry cleaned and for a special cleaning of the guest suite to remove any odors or residue remaining.

4. A nonresident unit owner may reserve the guest suite for themselves, subject to the same limitations stated above. Nonresident owners may not reserve the guest suite for family or friends. Resident unit owners are not permitted to reserve the guest suite for a nonresident owner.

5. Pets are not permitted in the guest suite.

Section 5. Conference Room. Residents must reserve the conference room at least 24 hours in advance on the Parks Edge website. The conference room cannot be reserved for the day of Red, White and Boom. The resident reserving the room must be in attendance during the duration of the reservation. A resident may reserve the conference room up to eight (8) times per year, after which time they may reserve the conference room, if available, 24 hours in advance. There is no charge to residents for use of the conference room. The Parks Edge Condominium Board of Directors, appointed committees, Parks Edge sales appointments and other meetings regarding Association business are not subject to the eight-reservations- per-year limitation.

Section 6. Lounge/Patio/Catering Kitchen.

1. The lounge should be reserved at least seven (7) days in advance and no more than 6 months in advance. Reservations can be made on the Parks Edge website private parties, meetings, or other special engagements. Residents are permitted to reserve the lounge up to three (3) occasions per year, after which time they may reserve the lounge, if available, seven (7) days in advance. Exceptions may be made for hardship situations. The lounge cannot be reserved for the day of Red, White and Boom. The size of events held will be limited to 85 guests, per code, the maximum number permitted by the building code. The fee for reserving the lounge, which is subject to change from time to time, will be posted on the Parks Edge website. The resident must be present during the entire event. The resident making the reservation is responsible for all breakage and damages when applicable. Any resident using the lounge on this basis is responsible for any necessary clean up including removal and proper disposal of trash. If this is not done in a satisfactory fashion, the resident will be assessed for the cost of staff performing the service.

2. Reservations not cancelled within seven (7) days of the event will be charged the full fee.

3. Reservations that exceed the confirmed end time will be charged $50 for every half hour

the event continues after the stated end time.

4. Catering kitchen – rental of the Lounge/Patio may also include use of the adjacent catering kitchen, at resident's option. The kitchen includes a double oven, full-sized refrigerator/freezer, two sinks with disposals, a prep table, and counter space. The resident is responsible for required repairs to any kitchen equipment as a result of their use, including the disposals, and the resident will also be responsible for the costs of any additional or specialty cleaning, beyond normal cleaning, as a result of its use of the kitchen.

5. Any other room arrangements (set-up and tear-down) are the sole responsibility of the resident and/or special event company. Items may not be stored the day prior to the event. Items brought in for evening events are required to be picked up the following morning before noon and cannot be stored for any longer period of time. Any items brought in by a catering company must be arranged with the concierge.

6. Exterior signage for events at Parks Edge Condominium is not permitted.

C. INDIVIDUAL RESIDENCES.

Section 1. Exterior Uniformity.

1. To keep a uniform external appearance, the drapes, curtains, blinds, or other door/window coverings visible from the exterior must be of a neutral color in order to blend with the window mullion system.

2. Awnings or window guards will not be permitted and signs of any kind shall not be placed in windows, doors, exterior surfaces, patios, balconies, terraces or common areas.

3. Residence owners and occupants shall not be allowed to put their names in any entry or passageway, other common areas, except in any place designated for the same by the Board.

Section 2. Windows, Window Coverings, Patios, Balconies and Exterior Doors.

1. Nothing shall be placed on the outside windowsills of any residence. For example, outdoor clothes dryers or clotheslines shall not be maintained upon any common or limited common element at any time.

2. Nothing shall be mounted or placed on the exterior doors of any residence other than those issued and mounted by Management. Holiday decorations may be hung on an over the door hanger between November 3rd and January 15th. After January 15th the holiday decorations must be removed.

3. Nothing may be thrown or emptied out of the windows, patios, balconies, or exterior doors of any residence, nor thrown or emptied into the common areas. For example, rugs may not be beaten in common areas, nor shall dust, rubbish, or litter be swept

from a residence onto any common area or neighboring patio or balcony.

4 Nothing shall be hung from outside the windows or on the patios or balconies.

5. Nothing shall be adhered or affixed to the interior of the windows including, but not limited to, adhesive glass tinting.

6. **Nothing shall be attached to, penetrated through or drilled into the window wall system, including, but not limited to the window mullions.**

Section 3. Construction/Remodeling. Residents are permitted to decorate and remodel their residential units to their own tastes and requirements. However, the following rules apply:

1. The Property Manager must be notified prior to any construction or remodeling work performed in your residence. Construction is defined as any alteration of an individual unit, including but not limited to, use of power tools and/or hand tools. If the construction or remodeling requires a building permit under Columbus City Code, the resident shall be responsible for obtaining and paying for such permit and providing a copy to Management prior to commencement of work.

2. Drilling into, chipping or otherwise altering in any manner the concrete slab forming the floor of any residential unit is prohibited without obtaining express, written authorization from the Property Manager in advance. All slabs are post-tensioned concrete, meaning internal steel bands are utilized to compress the concrete in order to increase its strength. In extraordinary circumstances where penetrating a slab may be the only alternative, it will be absolutely essential to locate the steel bands in advance in order to avoid compromising the strength of the slab.

3. Residents and contractors must adhere to and follow any applicable Parks Edge Condominium Construction Rules and Regulations which are available on the Parks Edge website.

4. Residents are not permitted to alter, modify or improve any common area or limited common element reserved for his/her exclusive use including without limitation any balcony, patio or terrace area, without prior written approval of the Board.

5. The Maintenance Department does not do renovation or remodeling of units. Residents may obtain qualified outside contractors of their choice; however, they are encouraged to refer to an approved contractor list obtained from the Parks Edge website. Contractors or workers who perform the remodeling must show evidence to the Property Manager of employee workers compensation, disability and general liability coverage.

6. Residential unit owners who desire to install any hard-surface floor covering shall also install a sound absorbent underlayment as determined by the Board in its reasonable discretion. In general, a minimum sound absorbent underlayment of one-quarter (1/4) inch will be required, and acceptable materials include fiber board and cork. Plans must

be approved by the Board prior to commencing the installation of a hard-surface floor covering.

7. The individual resident or the contracting company is responsible for removal from the property of all materials (including but not limited to, paint cans, discarded equipment, replaced furniture/appliances, plaster, drywall, cabinets, lights, flooring, wood scraps or other building materials.) resulting from remodeling. **Any extra hauling fee incurred by the Association for removing such items from the property will be charged to the resident.**

8. Residents are required to allow an inspection of renovation in progress on a regular basis by the Maintenance and or Management Department to ensure that all renovations adhere to the architectural requirements approved by the board and that there is no risk of damage or harm to the Unit, neighboring Unit, or the Common Elements. There is no charge for the inspection.

9. Residents are responsible for any damage to other units or common areas resulting from their remodeling or construction projects.

10. All remodeling, repairs, hanging pictures, moving furniture in or out, and other noisy activities, are to be performed during the daytime hours in order to avoid disturbing other residents.

Section 4. Move-Ins/Move-Outs.

1. Residents must schedule any move in or move out of a residence with the Property Manager. Moves are permitted Monday through Friday commencing no earlier than 8 a.m. and conclude by 4 p.m.., except as otherwise defined by Management (for initial move-in of the Parks Edge Condominium). Moves are not permitted on major holidays or on Red, White and Boom. A move is defined as moving any personal property in or out of your unit that requires exclusive use of an elevator and/or use of the delivery zone. Residents MUST provide at least two weeks advance notice of such move. Residents are encouraged to provide more notice if possible. Any moving company hired to perform a move at Parks Edge Condominiums must provide Management with a Certificate of Insurance, naming Parks Edge Condominium Home Owners Association, as well as the current property management company, as an additionally insured, as well as a copy of a current Ohio Workers Compensation certificate. The delivery zone cannot be scheduled or reserved until the certificates of insurance (with the requirements above) and workers compensation coverage have been submitted to the Property Manager by the moving company. Residents are responsible for any damage to other units or common areas resulting from their move.

2. New residents must pay a non-refundable fee of $300.00 to the Association prior to a move in date being scheduled. If that fee is not sufficient to cover repair expenses, the resident will be responsible for paying the excess costs over and above $300.00. This

fee is waived for the first homeowner during the initial move in. Residents or their moving companies are responsible for removal of boxes, Styrofoam, and all other packing materials from the building. **UNDER NO CIRCUMSTANCES ARE ANY SUCH MATERIALS TO BE PLACED IN THE TRASH CHUTE.** If residents need assistance with identifying alternatives for proper disposal, they should contact the Property Manager.

3. Prior to a move out date being scheduled, residents must pay a non-refundable fee of $250.00 to the Association. Prior to the move and after the move the resident must inspect the corridor and elevator with the Concierge or Property Manager to determine if there were any damages. If the $250 fee is not sufficient to cover any repair expenses, the resident will be responsible for paying the excess costs over and above the $250.00.

Section 5. Window Cleaning.

1. The Association will not be responsible for the cleaning and housekeeping of patios or balconies or any operable windows, doors (including any glass elements associated with such doors) or other glass elements (except for the exterior portion of the glass located on the balcony railing) located on such patios or balconies. The Association will, however, perform the periodic cleaning of the exterior of all other operable windows and exterior glass elements including but not limited to the exterior portion of the glass on the balcony railing, as well as all other maintenance and repair of such glass elements that are a Common Element.

2. The Association may require periodic access to such exterior windows through individual units. In the event an individual Unit Owner restricts ingress and egress through such unit the Association shall have no obligation to clean the exterior portions of such windows.

Section 6. Chemicals. Except for normal household use, flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance shall not be brought into or stored in any unit, storage area or parking unit. No container of flammable material shall be stored in the parking garage.

Section 7. Responsibility for Casualty Losses and Insurance.

1. The Association is required by the Declaration to purchase insurance coverage for casualty losses damaging not only the common elements within the building but also each residential unit. This coverage is specified in the Declaration as "all in" or "blanket" coverage, meaning fixtures and built-in improvements, such as counters, cabinets and flooring are included.

   The insurance purchased by the Association does not cover any loss to personal property, meaning items that are not permanently attached to the walls, floors or ceiling (i.e. artwork, furniture, personal items). Residents are encouraged to purchase

appropriate insurance (generally referred to as an "H06 policy") to cover any potential damages to contents of their unit or personal property stored anywhere on the condominium property. The H06 insurance policy may also assist the resident in paying the Association's insurance deductible when the owner is required to pay the deductible or cover components of the unit when the damages to those components fall within the amount of the Association's insurance deductible. The coverages available under H06 policies vary, so it is important that residents work closely with their insurance agents to assure they have the desired protection.

2. The insurance obtained by the Association is primary, meaning each unit owner will look first to the coverage under the Association's policy to reimburse for casualty losses (except for personal property) and then to any additional coverage obtained by the unit owner.

3. If the loss to the unit or components of the unit is less than the deductible amount under the policy purchased by the Association, the unit owner is entirely responsible for the loss to any portion of the unit (as well as personal property). This deductible will be no greater than $10,000, which is subject to change on an annual basis. If the loss is greater than the deductible, the unit owner is responsible for the deductible amount, and the balance will be covered by the Association's policy. If the loss involves more than one residential unit and the total loss exceeds the deductible amount, then each unit owner will be responsible for a prorated portion of the deductible calculated by dividing the amount of the loss to each unit by the total loss to all involved units. The responsibility for the deductible amount may be covered by insurance purchased by the unit owner (the H06 policy), but it is the responsibility of the unit owner to confirm whether or not that is the case with the unit owner's insurance agent or provider.

4. If there are damages to the common or limited common elements and to the unit (including components of the unit) that fall within the Association's insurance deductible then the Association may apportion a percentage of the deductible to the Association and the unit owner, based on the percentage of total damages to the common and limited common elements versus the unit. (For example, with a $10,000.00 deductible, if 50% of the damages are to the common elements or limited common elements and 50% of the damages are to the unit, the Association will pay $5,000.00 of the deductible and the owner will pay $5,000.00 of the deductible). If there are multiple units with damages to the unit, the deductible will be apportioned according to the percentage of damages to each unit.

5. If there is a loss to the condominium property (common and limited common elements included) and that loss is due to the intentional or negligent actions of a unit owner (or a unit owner's guest or employee) the unit owner is responsible for the full payment of the Association's insurance deductible as a special individual unit assessment. Nonpayment of the deductible may result in a lien being filed against the unit.

6. The Declaration requires that the terms of insurance coverage include a waiver of subrogation. This means an insurance carrier paying a loss under a policy it has issued

has no right to recover any part of the amount paid from the arguably responsible party, including from the Association, a unit owner, or a resident. It is the responsibility of unit owners to inform their insurance agents or providers that the policy requested must include a waiver of subrogation.

Section 8. Floor, Ceilings, and Perimeter Walls.

1. Residents shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings of his/her unit and shall maintain the interior surfaces in good condition at his/her sole expense. Decorating and maintenance may include painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, lighting and other furnishings and decorating.

2. Residents are not permitted to make changes in the windows and doors in the perimeter walls that will be visible from outside the unit. Residents may paint or refinish the interior surface of the entrance door to the unit, but the exterior surface visible from the hallway or the street may not be changed.

3. Except in the event of casualty loss (see Section 7, above), the resident is solely responsible for the repair, maintenance and replacement of any improvements upon the floors (floor covering), ceilings (drywall, plaster, paint, light fixtures, etc.), and perimeter walls (drywall, plaster, paint, wall covering, paneling, draperies, window shades, lighting and other fixtures).

Section 9. Unit Use and Occupancy Restrictions.

1. The individual units of the building are designed and intended for residential use only. Commercial use of units is prohibited, except for the following:

    a. Residents may use their residence as an ancillary or secondary facility to an office established elsewhere, provided that the office is not open to the public; and
    b. Residents may keep personal business or professional records and accounts and handle personal or professional telephone calls and correspondence.

2. Residents shall not do or allow anything to be done in his/her unit, which may damage the property of others, increase the cost or cause the cancellation of insurance on other units or the common areas.

3. Residents shall not create or permit any objectionable odor to emanate from a unit.

4. No estate sales, fire sales, auctions or moving sales are permitted on Parks Edge Condominium property.

5. Waterbeds are not permitted in the building.

6. No window air conditioner unit - or any other type of window unit is to be installed

so that any part extends outside, beyond the vertical surface of a window.

Section 10. Unit Maintenance.

Except in the event of casualty loss (see Section 7, above), each resident is responsible to furnish and be responsible for maintenance, repair, and replacement within his/her own unit and maintain his/her unit in good condition and in good order of repair, at his/her own expense. Residents are expected to notify the Property Manager or Concierge immediately in the event of maintenance emergencies, such as plumbing, electrical, heating or cooling problems.

1. If the Property Manager determines that maintenance, repair or service of any part of a unit is necessary for public safety or in order to prevent damage to or destruction of any other part of the property, Management may require that the resident perform such service. If a resident fails to comply within 10 days or such reasonable period of time, Management may authorize such maintenance, repair or service to be done and the cost of such maintenance will be assessed to the resident. If there is an immediate danger to public safety or damage to other property appears imminent, the 10-day notice will be waived and such maintenance and repairs will begin immediately.

2. Each unit is subject to the right of access by persons so authorized by Management for the purpose of maintenance, repair or service of any limited common area or common property located within its boundaries or any portion of the unit itself or for the purpose of preventing damage or destruction to other units or common areas. The Board and/or Management reserves the right to enter any unit in the case of an emergency (i.e., leaking water causing damage to other unit(s), fire/smoke alarm sounding, presence of fire or smoke in vicinity of unit, etc.). A notice will be left inside the unit, reporting the reason for entry. Otherwise, Management shall give the resident of a unit no less than 24 hours advance notice prior to entering a unit or its locked or enclosed limited common elements. No notice shall be required for Management to enter an unlocked or unenclosed limited common element, such as an unenclosed parking space.

3. If any damage shall be caused to the common areas or units owned by others due to: (1) the act or neglect of a unit owner or his/her tenant, agent, guest, or pet; or (2) lack of access to the unit by the maintenance department staff, the unit owner shall pay for such damage, maintenance, repair and replacement as may be determined by the Board. The owner of a vacant unit may be considered negligent, unless the unit owner makes arrangements for a periodic inspection of the vacant unit to assure that all equipment and fixtures are functioning properly and present no imminent danger to other units or common areas.

Section 11. Sale or Lease of Unit, Parking Unit, or Storage Unit. The sale or lease of any unit is subject to the Declaration. In addition to the conditions of the Declaration, the following rules apply:

1. A unit owner executing a lease shall not be relieved from any obligation under the Declaration and Bylaws of the unit owners and all rules and regulations of the Board.

Any unit owner who leases his/her unit is responsible for all monthly assessments, supplemental assessments, maintenance invoices, and other applicable fees. The occupants of the unit are obligated to abide by all provisions of the Declaration and Bylaws and rules and regulations of the Board.

2. Unit owners are required to provide the Property Manager with a copy of any sales contract or lease agreement. All leases must be in writing and must provide that the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and rules and regulations of the Board. The lease must also provide that failure of the occupants to follow the Declaration and Bylaws and rules and regulations will be a default under the lease.

3. Unit owners must provide the names of all occupants, emergency contact information (including cell phone or telephone numbers) prior to the start of any lease term. The unit owner must also provide the Property Manager with the time in which the lease term will be in effect.

4. Leases for transient or hotel purposes, even those six (6) months or longer, are prohibited by Parks Edge Condominium Home Owners Association Declaration of Condominium. The term "Transient or Hotel services" is defined as: any rental where occupants are provided room service for food or beverages or maid service, furnishing of laundry or linens, busboy, or similar services. Current examples of businesses advertising prohibited transient or hotel services include Airbnb, VRBO (vacation rental by owner), Home Away and Flip Key.

5. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Except for the term, all of the foregoing terms and conditions shall apply to leases of Units by the Declarant. No lease (except for leases entered into by Declarant) may be of less than an entire Unit or for an initial term of less than six (6) months.

6. Unit owners shall notify the Property Manager when a unit is for sale and that it will be shown to prospective buyers.

7. Units for sale must be shown by appointment only. Open houses are not permitted.

8. Storage Units may be leased, licensed or rented only to a current owner or occupant of a residential unit, for the use of that current owner or occupant only, and for no less than a period of six (6) months unless approved in writing by the Board. The Board must be notified in writing prior to the effective date of the lease with the name of the owner and occupant renting the space and the terms of the rental.

   Ohio law provides for the reallocation of a storage unit from one unit owner to another

but only with the recording of an amendment reallocating the exclusive use of the storage unit. This is not the same as leasing the storage unit but is applicable in the event the storage unit is transferred ("re-assigned or reallocated") to another unit within the condominium property. Both unit owners (the owner transferring the unit and the owner accepting the transfer of the unit) must provide written consent on the amendment. Any lender holding a valid mortgage on either unit must also provide written consent on the amendment. The amendment is to be approved by the Board and prepared at the cost of the unit owners. The transfer is not in effect until such time as the amendment is recorded with the Franklin County, Ohio Recorder. (O.R.C. 5311.032(A) and Article VI, Section 2(e) of the Declaration)

9. Unit owners will not be permitted to display any sign on Parks Edge Condominium property, including without limitation, a "for sale" or "for lease" sign.

10. Lock boxes are not permitted to be hung or kept anywhere on Parks Edge Condominium property, including all common areas. This includes, but is not limited to the front door of a unit, common corridors and garage. Unit owner must provide a key to management to be checked out at the Concierge desk. Concierge must be notified by Realtor prior to any showings. Realtor will be required to sign the key out at each scheduled showing.

11. Nonresident Owners are responsible to be sure that their tenants know, and comply with, all the Rules. Nonresident Owners are deemed to have transferred the right to use Parking Unit(s), and the Common Areas (including, without limitation, the Social Room, Fitness Center, Conference Room and Guest Suite) to their tenant/Occupants and, consequently, may not use such facilities. One exception is the Nonresident Owner may reserve the guest suite for their personal use but not for family or friends. Nonresident Owners shall have the option to either retain and continue to use their Swim Club membership or to transfer the right to use the Swim Club to their tenants/Occupants during their lease term; provided, however, in no event shall both the Nonresident Owner and the tenant/Occupant be permitted to use the Swim Club membership.

D. <u>ELECTRICAL, PLUMBING, HEATING AND COOLING.</u>

1. Unit owners are responsible for the repair, maintenance and replacement of the heating, cooling and humidifying equipment that serve their individual units. Owners are encouraged to have this equipment serviced semi-annually to assure proper operation and to prevent water leaks.

2. Otherwise, the heating and cooling system and equipment that are a part of the building are owned by the Association and are considered common property. No unit owner may connect any machines, appliances, accessories, or equipment to the heating and cooling equipment that is a part of the common property.

3. All electrical wiring and equipment and all plumbing systems, pipes connections and equipment forming a part of a system serving more than one unit or the common areas

are owned by the Association and are considered common property. All maintenance, repair, restoration and replacement of the common property electrical system and/or the common property plumbing system shall be done and performed by the Association and the cost shall be common expense.

4. Plumbing equipment and fixtures attached to the common property plumbing system for the sole use of a single Unit (bathroom and kitchen fixtures) are owned by and the sole responsibility of the Unit Owner. For the protection from water damage of all Units and the common elements, plumbing connections for appliances within a Unit must have the following specifications: (a) washing machine hoses must be braided stainless or Asko "Pex"; (b) refrigerator lines and icemakers must be copper or braided stainless; and (c) dishwashers must be copper, braided stainless or Asko "Pex."

E. STORAGE.

1. Residents are not permitted to store items outside their unit or storage area. The mechanical rooms, or trash room, cannot be used for storage of unit owner possessions. Local fire ordinances prohibit storage of any materials in the mechanical rooms. Any items left in mechanical rooms will be removed by Management.

2. In accordance with the Franklin County Fire Safety Code, no combustible products such as paint, gasoline cans, etc. may be stored in multifamily dwellings.

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

4. All storage areas and contents are to be kept in a sanitary, neat condition and the door must be secured.

F. PETS.

1. Subject to the terms of the Declaration, domestic pets (e.g., cats, dogs, fish, birds, hamsters, etc.) may be kept in residences provided they do not disturb or annoy other residents of the property. Wild and exotic animals shall not be considered domestic pets and are not permitted. Examples of exotic animals are snakes, lizards, felines typically found in the wild, insects, and any other animal that the Board of Directors in its reasonable judgment deems exotic.

2. All pet owners should be familiar with and shall comply with all ordinances and the regulations of the City of Columbus Master Association pertaining to animals and pets. All pets must be licensed according to Franklin County regulations and Unit Owner will retain a copy of the animal registration and immunization certificate for each pet. Unit owners must register all pets with the Association and provide a picture of each pet to the Association.

3. Pet owners are responsible for controlling any barking and other noises and actions of his/her pet(s) so as not to disturb other residents of the building. West and East tower pets are to enter and exit the building by the northwest and northeast doors, the south patio door, the auxiliary front door and the parking garage on the second level. North tower pets are to enter and exit the building by the northwest or southwest ground floor doors or from the parking garage on the third level.

4. No pets are allowed in the lobby.

5. Pet owners are required to promptly remove from the property any pet that is determined to be a vicious or dangerous animal by the Ohio Revised Code, or to be a nuisance as determined by the Board of Directors pursuant to the Declaration.

6. Residents may keep no more than two (2) household pets per home (excluding fish). Pets must be on a leash directly held by a responsible person with direct control of the same at all times when in the common areas. Pets must be on a leash no longer than 5 feet or for adjustable leashes kept controlled to 5 feet or held by the owner when passing through the common elements. No remote control or electronic leashes are permitted. Pets are not permitted to jump on residents or guests. Pets are not to be taken into any of the common areas other than when entering or exiting the building.

7. A pet owner will be responsible for any and all damages caused by the pet, including damage to personal property and personal injury. The Board may require the pet to be permanently removed from the condominium property in the event the pet causes personal injury to another owner, owner's guest, staff or injury to another owner's property, including another animal.

8. Pet owners are required to pick up and properly dispose of fecal matter left by his/her pet on any Association property (inside or out), and, further, shall have in his/her possession at all times a wood, plastic or metal device for the purpose of picking up and properly disposing of matter left by the pet. Pet owners are liable for any soiling in common areas caused by their pets both inside and outside the building. Feces should not be placed in common area trash containers. Pets must not be permitted to urinate in any flower beds.

9. [Pet owners in violation of any of these provisions will be warned in writing to correct such violation. If such violations persist, the owner may be subject to an enforcement assessment from the Board or the Board may require permanent removal of the pet from the condominium property.

10. No unattended pet is to be shut outside on a patio or balcony. A patio or balcony is not to be used as a substitute for "walking" a pet outside and therefore pets are not permitted to urinate or defecate on any balcony or patio.

11. No pet may be leashed to any stationary object on the common elements, including any portion of the outside balcony.

G. VEHICLES.

Section 1. Towing of Vehicles; No Obstruction Permitted.

1. If any vehicle registered to a resident is parked on any portion of the property in violation of these rules, Management will place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed without any further notice to the owner or user of the vehicle. Vehicles not registered to a resident will receive no notice and will be towed immediately. All vehicles towed will be recovered at the expense of the owner of the vehicle.

2. Parking in a designated delivery zone is prohibited. Violators are subject to being ticketed and towed without warning.

3. If a vehicle is towed, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Association may elect to impose fines or use other available sanctions, rather than exercise its authority to tow, as set forth herein.

4. No person shall stop or park any motor vehicle on any common driveway or garage in such manner as to obstruct other vehicle movement or access to entrance and/or exit driveways. Any vehicle obstructing movement by another vehicle or obstructing access to an entrance or exit will be towed if there is no way to notify the owner of the vehicle or after notification, the vehicle is not immediately removed and continues to obstruct movement or access.

H. ELEVATORS.

1. Elevators are designed for passengers and are not to be used for large items, unless scheduled in advance with Management. Items cannot be delivered if the delivery has not been scheduled and the elevator pads are not installed.

2. Carts are not to be left on the elevators. Boxes or trash are not to be left on any elevator.

3. Residents will be responsible for any damage they cause to elevators. Individuals or companies moving furniture, equipment or other items will be held responsible for damages to elevators and/or wall coverings. Repair costs, determined by the Property Manager will be billed to the resident. If a tenant causes the damage to the elevator, the Unit owner will be responsible for all charges related to damages caused by the tenant.

4. No personal notices may be posted on any elevator.

5. Smoking is not permitted on any elevator.

I. PATIOS & BALCONIES.

1. While patios and balconies are for the exclusive use of the units from which there is direct access, they are limited common elements, owned by and are subject to, the rules of the Association.

2. Patios and balconies cannot be enclosed or altered in any manner. Residents are not permitted to change the appearance of patios or balconies that may be visible from outside the building. Alterations may be allowed to the balcony floor with prior approval from the Board of Directors.

3. Residents are not permitted to display or hang clothing, sheets, blankets, laundry, flags, signs or other such articles on patios or balconies that may be visible from outside the building unless otherwise required by applicable law to be permitted. Radio and TV antennae or connections shall not be installed or affixed to the exterior of any residence. Installation of a satellite dish requires prior written approval by the Board, that process being initiated by submission of an Architectural Change Request. Satellite dishes are not permitted to be fastened or attached to or to penetrate through the window wall or mullion system. Any satellite dish kept at Parks Edge Condominium must be painted to match the window mullions.

4. All maintenance, repair, restoration and replacement of the basic structure of patios and balconies shall be done and performed only pursuant to authorization given by the Property Manager, and the cost shall be common expense.

5. For safety purposes, outdoor furniture with umbrellas are not permitted on patios or balconies.

6. Hot tubs are not permitted on patios or balconies.

7. Per the Fire Code, open flames, pellet grills, smokers, propane gas grills and fireplaces, charcoal grills and chimneys are not permitted on patios or balconies. Residents are not permitted to use any device that would cause noxious or offensive smoke to unreasonably annoy, disturb or cause discomfort to other residents or in such a way as to constitute nuisance. Only electric grills are permitted on patios or balconies since they do not have open flames.

8. Without limiting the foregoing, each Unit Owner shall be responsible for any and all personal property located on the patio or balcony associated with that Unit Owner's unit.

9. There is to be no penetration (such as drilling, chipping or hammering out) of any

concrete portion of the patio or balcony.

10. No carpeting or any other substance known to accelerate the deterioration of concrete may be used on patios or balconies.

11. Nothing is to be dropped or permitted to fall from balconies. Care must be exercised when watering plants or cleaning/repairing balconies to ensure water, waste, etc. does not fall from the balcony. This includes construction debris. Any damage to persons or property resulting from items falling from a balcony will be the responsibility of the Owner/Occupant of the Unit from which the item fell. Because of wind, discretion should be used on what type of furniture is placed on the balconies.

12. Holiday lights that are white and non-blinking may be displayed on patios or balconies between November 15th and January 15th. The lights shall be secured to the inside of the railing without any damage or penetration to the metal, paint or glass.

J. BICYCLES.

1. Bicycles must be registered with the Property Manager and a Parks Edge decal will be provided and must be affixed to the bicycle.

2. Bicycles which do not have registration labels will be assumed to be abandoned and will be donated.

3. All Unit Owners are required to comply with all rules and regulations of the Arena District Garage Association regarding the storage of bicycles.

K. ENFORCEMENT PROCEDURES. The procedures for enforcing these Rules and Regulations and the Declaration and By-Laws of the Condominium Association, are set forth below; provided, however, that the provisions of this rule shall not limit any other legal remedy the Association or any member may have.

Section 1. First Steps in Addressing a Potential Violation.

Step One:

a) If a resident perceives there is a problem, he/she is encouraged to discuss the problem with the other resident who is involved, in an effort to come to an agreeable solution.
b) The resident may discuss an unresolved problem with the Property Manager to seek a resolution.
c) File a written statement/report with the Board, such communication should be addressed to the President of the Association and (i) mail it or (ii) deliver it to the Property Manager.

Step Two:

a) Upon the receipt of a report as described in 1(c) above, the President of the Association or the Board's designee shall approach both parties and attempt to

reconcile the alleged infraction. If practicable, attempted reconciliation shall take place within ten
(10) business days after the date of receipt of the statement/report.

b) Involved parties may seek professional arbitration at their own expense.
c) Nothing described above precludes either (or both) parties from seeking legal assistance at their own expense.

Section 2. Damage or Violations.

1. Any Unit Owner or Occupant may make a written allegation as to property damage or a violation of the Declaration, By-Laws, or these Rules and Regulations. The Board, or its designee, may make written or oral allegations concerning property damage or violations of the Declaration, By-Laws or these Rules and Regulations. The President or designee of the Board shall investigate the alleged damage or violation and determine within ten (10) days whether damage or a violation exists. If damage or a violation exists, the President or designee of the Board shall give the responsible Unit Owner(s) written notice of the damage or violation and, if the violation can be cured, a reasonable date by which the Unit Owner(s) must repair the damage or cure the violation.

2. The Board may impose, as applicable, a charge for damages and/or an enforcement assessment of $50.00, which, if applicable, may be levied per day until the damage or violation is cured, up to a maximum assessment of $2,000.00, against the Unit and the Owner(s) thereof for the damage and/or violation. If the maximum assessment is reached and the violation or damage has not been cured, the Board may in its discretion notify the Unit Owner of the continuing violation and propose a further assessment after giving the Unit Owner the opportunity for a hearing.

3. The Board has the authority to file legal proceedings at any time to enforce the restrictions or the rules adopted by the Board. All costs of any enforcement action, including all attorney's fees, court costs, filing fees, and paralegal fees will be added to the offending Unit Owner's account. Notwithstanding anything contained herein to the contrary, the Board, or its designee, may take any enforcement action and/or impose an enforcement assessment, as authorized by Ohio law, the Declaration, By-Laws, and these Rules and Regulations, at any time and in any or no order, in its sole and absolute discretion.

Section 3. Charges and Assessments.

Prior to imposing a charge for damages or an enforcement assessment for any violation of the Declaration, By-Laws or these Rules and Regulations, the Property Manager shall give the Unit Owner(s) a written notice that includes the following:

a) A description of the property damage or violation;
b) The amount of the proposed charge or enforcement assessment; A statement that the Unit Owner(s) has a right to a hearing before the Board to contest the proposed charge or assessment;
c) A statement setting forth the procedures to request a hearing; and

d) If the violation can be cured, a reasonable date by which the Unit Owner(s) must cure the violation to avoid the proposed charge or assessment,.

Section 4. Hearing.

1. To request a hearing, the Unit Owner(s) shall deliver a written notice to the Board not later than the tenth (10^{th}) day after receiving the required notice. If the Unit Owner(s) fail to make a timely written request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

2. If a Unit Owner timely requests a hearing, at least seven (7) days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing.

3. The Board shall not levy a charge for damages or assessment before holding any hearing requested by the Unit Owner if timely requested in writing.

Section 5. Permissive Opportunity to Cure. The Unit Owner, at the discretion of the Board, may be permitted a reasonable time to cure a violation before imposing a charge for damages or assessment.

Section 6. Notice of Charge or Assessment after Hearing. Within thirty (30) days following a hearing at which time the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Unit Owner(s).

Section 7. Notice. Any written notice that is required by these rules shall be delivered to the Unit Owner(s) or any Occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

Section 8. Additional Remedies. If a Unit Owner is delinquent in the payment of assessments for more than sixty (60) days, the Board may impose other remedies as permitted in Chapter 5311 of the Ohio Revised Code, including, but not limited to suspension of voting privileges and the use of the recreational facilities until such delinquent balance is paid in full.

Section 9. Payment Application. The Association shall credit payments made by a Unit Owner in the following order of priority: first to interest owed to the Association; second, to administrative late fees owed to the Association; third, to collection costs, attorneys' fees and paralegal fees incurred by the Association and fourth, to principal amounts the Unit Owner owes to the Association for the common expenses or penalty assessments chargeable against the Unit.

L. ASSESSMENTS AND FEES. Unit Owners are responsible for paying his/her proportionate share of the common expenses of the Association. The proportionate share for each unit shall be based on the percentage of ownership in the common areas and facilities as described in the Declaration.

Section 1. Assessments.

1. Each year the Board shall establish a monthly assessment for each unit to cover routine operating costs based on an approved annual budget. The monthly assessment is due and payable on the first day of each month. The Board may change the amount of the monthly assessment if anticipated expenses increase or decrease, as deemed necessary by the Board.

2. In addition to the monthly assessment, the Board may from time to time approve a special assessment to cover the costs of nonrecurring expenses of the Association in accordance with the Declaration. The supplemental assessment is a one-time payment and is due in a lump sum at a time determined by the Board. The Board may approve an optional method for payment of the supplemental assessment in twelve monthly installments at an interest rate determined by the Board. Unit owners who choose to pay in monthly installments will be required to sign a promissory note for the amount of the supplemental assessment. Monthly installments, including interest, are due and payable the first day of each month.

Section 2. Fees and Other Charges. The Association charges a fee for some services provided by the Association including key fobs, access cards and garage transponders or any other services not covered in the monthly assessment. Those additional fees will be published on the website.

Section 3. Payment of Assessments and Fees. It is the policy of the Board that all assessments and fees be paid promptly by check or Automated Clearing House transfer when due. The Association will not accept cash or credit card payments. Assessments and other fees are due on the first day of each month and will be considered delinquent after the tenth (10^{th}) day of the month. Residents will be notified on or before December 1st of each year, as to the monthly amount due for the assessments. All assessments and fees are due without notice, demand, deduction or offset. Assessments and fees may be due to such other person or at such other place as designated in writing by the Association. The following actions will be taken when assessments and fees are delinquent:

1. A late fee of 10% of delinquent assessments and fees shall be charged to Unit Owners who have not paid by the tenth (10^{th}) day of the month. The late charge is expected to be paid along with the delinquent assessments and fees, and the account will continue to be considered delinquent until the full amount is paid. Unit Owners who feel they were charged a late fee in error must submit their reasoning in writing to Management who will pass to the Board for review.

2. If any Unit Owner is late more than 30 days in the payment of assessments and fees, the Association will send the Unit Owner a demand letter and all costs of the demand letter, including attorney's fees if any, will be charged to the Unit Owner.

3. If any Unit Owner is late more than 60 days in the payment of assessments and fees, the

Association will place a lien on the Unit and the Unit Owner will be responsible for all costs related to the preparation, filing, and recording of the lien including attorney's fees. The lien shall be a continuing lien and provide for all subsequent amounts delinquent after the filing of the lien, including all subsequent assessments that are not paid, late fees, legal fees (attorney's fees, court costs, filing fees, paralegal fees) and other charges allowable under the condominium declaration and rules and regulations adopted by the Board.

4. If the assessments and fees continue to remain unpaid past 90 days, the Board will determine the appropriate course of action to collect the delinquent balance owed and to protect the interests of the Association. This may be legal proceedings in small claims or municipal court for a personal judgment against the Unit Owner or a foreclosure action filed in Common Pleas Court for a personal judgment against the Unit Owner and sale of the Unit. All costs related to any legal action, including attorney's fees, paralegal fees, and filing fees, will be charged to the Unit Owner's account.

5. Unit owners in good standing with the Condominium (i.e., all fees paid to date, no liens) are eligible to participate in elections and other business of the Association. Unit Owners 60 days delinquent or more may not use the fitness center, reserve the social room, guest suite or request any security devices or other services of Parks Edge Condominium.

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Page 5 Section 4. Utilities

2. It is recommended that septic safe, rapid dissolving toilet paper such as Angel Soft or Scott be utilized.

Page 6 Section 5. Trash and Recycling

2. *Extra- large items for pick up must be arranged in advance with the Property Manager. A fee will be assessed to such unit owner by the waster provider for pick-up of extra- large items.*

5. Styrofoam can only be disposed of in the oversize trash bin in the trash compactor room located on the first floor.

8. If the trash chute is temporarily out of service, trash must be taken to the trash compactor room on the first floor and disposed of in the bin marked "first floor trash".

Page 7 Section 7. All Common Areas

7. Clearing of snow and salt melt application will take place on the sidewalks surrounding the Parks Edge Buildings, including Parks Edge Place, Neil Avenue, Spring Street and John H. McConnell Blvd. and the front entrance of the buildings. Homeowners with patios are responsible for clearing the steps to their unit and their patios.

Page 8 Section 8. Carts

…and housekeepers are not permitted to use Parks Edge carts for any reason. Carts are not permitted to be taken off the Parks Edge property.

Page 9 Section B. Building Security, Deliveries, and Common Area Amenities

2. Guests visiting the North tower will use the call box located on the north side of the building to contact the resident who will provide entrance into the building. If the resident is not home to provide access, the guest must visit the main concierge desk in the West tower to provide verification of permission to enter the residence.

Page 10 Section 2. Deliveries

3. All small deliveries for the North tower will be made to the package room located across from the elevators. North tower residents will use their fob to access the package room.

Page 11 Section 2. Deliveries

4. For North tower, delivery vehicles must park on New Public Lane between the New Public Lane crosswalk and John McConnell Blvd. The loading zone is not to be used as visitor parking for any length of time.

Section 4. Guest Suite

1. ….may be reserved for up to five (5) consecutive days.

Page 12 Section 6. Lounge/Patio/Kitchen

1. *The lounge should be reserved at least seven (7) days in advance.*
2. *Reservations not cancelled within seven (7) days of the event will be charged the full fee.*
3. *Reservations that exceed the confirmed end time will be charged $50 for every half hour over that the event continues.*

Page 13 Section 2. Windows, Window Coverings, Patios, Balconies and Exterior Doors

2. *Holiday decorations may be hung on an over the door hanger between November 3rd and January 15th.*

Page 14 Section 3. Construction Remodeling

7. The individual resident or contracting company is responsible for removal from the property of all materials (including but not limited to, paint cans, discarded equipment, replaced furniture/appliances, plaster, drywall, cabinets, lights, flooring, wood scraps or other building materials.) resulting from remodeling. Any extra hauling fee incurred by the Association for removing such items from the property will be charged to the resident.

Page 25 I. Patios and Balconies

3. *"not permitted to display or hang flags, unless otherwise required by applicable law to be permitted…"*

7. Per the Fire Code, open flames, pellet grills, smokers, propane gas grills and fireplaces, charcoal grills and chimneys are not permitted on patios or balconies. Residents are not permitted to use any device that would cause noxious or offensive smoke to unreasonably annoy, disturb or cause discomfort to other residents or in such a way as to constitute nuisance. Only electric grills are permitted on patios or balconies since they do not have open flames.