Preserve Crossing

Condominium Association

HANDBOOK OF RULES AND REGULATIONS

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MESSAGE FROM THE BOARD OF DIRECTORS

Dear Homeowners,

On behalf of the Board of Directors of the Preserve Crossing Condominium Association, Capital Property Solutions and all Unit Owners of the Condominium Association, we would like to take this opportunity to welcome you to the community.

This is a premier condominium community. Each Unit Owner's compliance with the rules and regulations outlined in this Handbook is important to the overall beauty and uniformity of our community.

We look forward to receiving your questions and / or suggestions on how we, as a community and as a Board, can better serve each and every Unit Owner. All opinions are important and will be respected. All ideas are welcome!

Welcome Home!

DEFINITIONS

Annual Meetings
"Regular annual meetings of the Unit Owners held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time, to time, by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members."

Board and Board of Directors
"Mean those persons who, as a group, serve as the board of directors of the Condominium Association and are also one and the same as the board of directors of the Condominium established for the Condominium under the Condominium Act."

Bylaws
"Mean the bylaws of the Condominium Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Condominium Association under and pursuant to the provisions of Chapter 1702."

Common Element
"Means all of the Condominium Property, except that portion described in the Condominium Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common elements" of the Condominium under the Condominium Act."

Condominium and Preserve Crossing Condominium
"Mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act and under which each Unit Owner has an individual ownership interest in a Unit with the right to exclusive possession of that Unit and an undivided interest with the other Unit Owners in the Common Element of the Condominium Property."

Condominium Act
"Means the statutory law of the State of Ohio regulating the creation and operation of condominiums and is presently Chapter 5311 of the Revised Code of Ohio."

Condominium Association and Preserve Crossing Condominium Association
"Mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act."

Condominium Declaration
"Means the instrument, by which the Condominium Property is hereby submitted to the Condominium Act…" Copies can be obtained from the Management Company.

Condominium Property
"Means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto."

Disclosure Statement
"Development statement required pursuant to Section 5311.26 of the Ohio Revised Code, which shall also serve as an information brochure, for Preserve Crossing Condominium."

Limited Common Element
"Means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in the Condominium Declaration, or by the Board, and is that portion of the Condominium Property constitution "limited common elements" of the Condominium under the Condominium Act."

Occupant
"Means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner."

Preserve Communities
"Means a real estate development, a portion of will be comprised of Preserve Crossing which also includes the Condominium Property."

Preserve Communities Master Association
"Means an Ohio corporation not-for-profit that has been formed, whose members shall consist of all Unit Owners, and any other record owner of a fee simple interest in any property contained in Preserve Communities, and which will administer Preserve Communities pursuant to the terms and conditions of the Preserve Communities Master Declaration."

Preserve Communities Master Declaration
"Means a certain Declaration of Covenants, Easements, Restrictions and Assessment Liens for Preserve Communities filed of record with the Franklin County Recorder by The New Albany Company LLC, which contains certain covenants, restrictions, easements and assessment liens that are applicable to Preserve Communities."

Preserve Crossing Master Association
"Means an Ohio corporation not-for-profit that Declarant, along with one or more of Declarant's affiliates, has formed whose members shall consist of all Unit Owners, and any other record owner of a fee simple interest in Preserve Crossing…"

Unit and Units
"Mean that portion or portions of the Condominium Property described as a Unit or Units in the Condominium Declaration, and is that portion of the Condominium constituting a "residential unit" or "residential units" of the Condominium Under the Condominium Act."

Unit Owner and Unit Owners
"Mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Condominium Association, as well as the Preserve Crossing Master Association and the Preserve Communities Master Association, as defined in Chapter 1702 of the Revised code of Ohio."

PURPOSE

This handbook is a reference guide and was prepared by the Management Company, and reviewed and approved by The Board of the Condominium Association to serve as a quick source of general information about the community, the rules and regulations by which owners shall live, and its governing Association. This is not a substitute for the Condominium Documents: Bylaws, Declaration, and Articles of Incorporation. *In the event of a conflict between this handbook and the Condominium Documents, the Condominium Documents are the controlling documents.*

Questions about the Association and its activities should be directed to the Board through the Association's Management Company, Capital Property Solutions.

All revisions of the Handbook will be retained by the Management Company; copies will be available by request.

CONDOMINIUM DOCUMENTS

The Condominium Bylaws and Declaration are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the Association will be run.

Every Unit Owner receives a copy of the Disclosure Statement at closing. It is the duty of each Unit Owner to become familiar with, and have a good understanding of the Disclosure Statement. If you do not have a copy, a copy can be obtained by request from the Management Company.

All forms included within the Handbook are available on the website at https://cps.vmsclientonline.com/ or by request from the Management Company. Unit Owners are encouraged to check the website for the most up to date information about the community.

PROPERTY MANAGEMENT COMPANY

The Management Company retained by the Board is: Capital Property Solutions
P. O. Box 630
Worthington, Ohio 43085

Phone: (614) 481-4411
Facsimile: (614) 443-3798
www.cpscolumbus.com

THE BOARD OF DIRECTORS & THE ASSOCIATION

THE BOARD OF DIRECTORS

A condominium is a group of living Units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. By Ohio law and the Preserve Crossing Condominium Association Bylaws, the Board of Directors ("the Board") is responsible for the operation and management of the common elements of the community and the Association affairs. The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help maintain property value.

BOARD MEETINGS

The Board meets as necessary, typically monthly, but in no event less than quarterly, to review the Association's finances and operations. Any Unit Owner may be placed on the agenda, with Board approval, for the next Board meeting by contacting the Management Company in writing at least two weeks prior to the meeting, and providing the topic to be discussed.

Board members will conduct meetings, by topic, for discussion among its members. During open meetings, Unit Owners who wish to speak on a specific topic will be recognized, upon completion of discussion, and given three minutes of uninterrupted opportunity to comment. The number of Unit Owners permitted who wish to speak on a specific topic will determined by the Board. Unit Owners who are not able to speak on a specific topic can submit their comments and suggestions in writing to the Management Company on behalf of the Board.

As needed for confidentiality, the Board may elect to go into an executive session, at which point the attending Unit Owners will be requested to leave the meeting. Once Unit Owners have been recognized, the Board will then again discuss the topic, in executive session, and a Board vote will be taken. The Unit Owners will be notified of the Board decision by the Management Company within 48 hours after the meeting.

ASSOCIATION MEETINGS

At least one Annual Meeting of the Association membership will be called, in the first calendar quarter of each year, with a minimum of five days advance notice. Notification of the Annual Meeting will be sent to all Unit Owners. Special meetings of the Association may be called as warranted.

COMMITTEES

Committees may be formed by the Board to assist in the management of community activities and affairs as well as to facilitate community participation. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. Neither chairman nor committee members have decision making authority for the Association; they are strictly formed to assist.

Examples of committees include: Block Watch, Landscaping, Pet Welfare, and Social.

To volunteer for a committee, please mail or e-mail your contact information to the Management Company indicating the committee of interest.

IMPORTANT WEB ADDRESSES & TELEPHONE NUMBERS

Emergency Numbers:

Emergency maintenance- After Hours	614-481-4411
Emergency Police Department	911
Emergency Fire Department	911

Non-emergency Web Addresses and Numbers:

Capital Property Solutions	www.cpscolumbus.com
Capital Property Solutions Residents	https://cps.vmsclientonline.com/
Capital Property Solutions Phone	614-481-4411
Police Department (non-emergency) – City of Columbus	614-645-4545x4
Fire Department – City of Columbus	614-221-2345

Utility & Service Numbers:

Columbia Gas – Odor of Natural Gas Hotline	800-282-0157
Nationwide Energy Partners (NEP) -water/electricity/sewage	614-918-2031
Nationwide Energy Partners (NEP) -Emergency	877-818-2637
H&M Plumbing – Daytime	614-491-4880
H&M Plumbing – After Hour Emergency	614-564-0898
SBC Customer Service (phone)	800-660-1000
SBC Repair Service	800-572-4545
Time Warner Customer Service	614-481-5050
DirectTV	800-494-4388
Dish Network	1-888-825-2557

Miscellaneous Numbers:

Poison Center of Central Ohio	800-222-1222
Columbus Health Department	614-645-7417
Franklin County Animal Shelter	614-462-4360
Capital Area Humane Society	614-777-7387
Broad and James Towing	614-237-2310
City of Columbus Bulk Pickup	614-645-3111

Security Companies:

New Albany Security	614-419-4323
Rhino Prewire	740-928-0608
Broadview Security	888-395-8584
Protection One	866-687-3778
Platinum Security	866-260-9244
ADT	877-291-3604

RULES AND REGULATIONS

PURPOSE OF RULES AND REGULATIONS & THEIR MODIFICATION

The purpose of rules and regulations is to establish a system to maintain the look and feel of the community, control operating and maintenance costs, and provide for a harmonious living environment for all Unit Owners. The Board may amend the Handbook from time to time, as conditions change, without prior notification to the Unit Owners that have either closed or are under contract to close. Such change will prompt a revision page, or pages, to this Handbook that will be available to Unit Owners on the community resident website: portal.cpscolumbus.com.

RULES AND REGULATIONS ENFORCEMENT

It is the responsibility of the Board and Management Company to establish and enforce the Rules and Regulations. The first violation of a rule may be cited and a warning letter may be sent to the Unit Owner. If a second violation of the same rule occurs after the first warning, or the initial violation remains uncorrected after the deadline, in addition to other remedies in the Rules and Regulations, a $25 enforcement charge is assessed to the Unit Owner. There will be a $25 enforcement charge for each subsequent occurrence of the same violation except for parking violations. Parking violations will double per occurrence.

NON-COMPLIANCE

Any Unit Owner may file a complaint citing a violation of the Rules and Regulations as stated in the Declaration and Bylaws and/or Handbook. A Formal Complaint Form (Attachment A) should be completed and submitted to the Management Company. The complaint will be presented to the Board, investigated and processed for further action. When circumstances permit, Unit Owners are encouraged to try to resolve issues with other Unit Owners informally. To the extent permitted by law and/or the Rules and Regulations, Unit Owners will be protected in regard to complaints filed.

The Management Company will be performing periodic compliance audits. Non-compliance will be documented and will follow the process identified below. A Unit Owner receiving a violation letter has the following options:

1. Comply with the Rules and Regulations of the community.
2. Any Unit Owner wishing to dispute a cited violation is entitled to a hearing with the Board if prior reconciliation is not successful. Write a letter to the Board disputing the legitimacy of the complaint. The Board will come to a ruling. If the complaint is found to be illegitimate or outside the governance of the Association, the issue is closed. If the complaint is found to be legitimate, the Unit Owner will be advised to comply within a stated time period.
3. If the Unit Owner does not comply within the allotted time period, the Board may engage someone to perform the work necessary and bill the Unit Owner for the cost including an administration or enforcement charge.

COMMON MAINTENANCE RESPONSIBILITIES

Below is a list of common maintenance issues, and who is responsible for each item.

	RESPONSIBILITY		
DESCRIPTION	**OWNER**	**ASSOCIATION**	**M. ASSOCIATION**
Exterior Siding, Trim and Flashing		X	
Chimney, Vents and Dampers Within Units	X		
Doors: Garage and Entry	X		
Doors: Garage Repair to Original Specifications	X		
Doors, Weather Stripping, Storm Doors and Screens	X		
Windows, Frames, Glass, Screens and Storm Windows	X		
Heating and Air Conditioning System	X		
Enclosed Patio, Mulched Element and Personal Planting	X		
Landscaping: Common Elements		X	
Landscaping, Mowing, Mulching and Fertilizing Grass		X	
Landscaping: Replacement of Trees or Bushes		X	
Landscaping: Flower planting in mulch beds	X		
Individual Concrete Patio Repair or Replacement	X		
Individual Concrete Patio Maintenance – Clean Up/Upkeep	X		
Individual Patio Extensions	X		
Fences and Wooden Structure Maintenance	X		
Fences and Wooden Structure Repair or Replacement		X	
Pipes, Gas, Water and Sewer Serving One Unit	X		
Pipes, Gas, Water and Sewer Serving More Than One Unit		X	
Light Bulbs: Front Door, Garage Side and Overhead	X		
Light Fixtures on Unit Exterior		X	
Common Element Lighting and Entrance			X
Walls: Exterior Structural		X	
Walls: Interior to Unit and Maintenance	X		
Interior Damage: Drywall, Flooring - Caused by Leak etc.	X		
Property Damage Within Unit	X		
Roofs, Shingles, Flashing, Gutters and Downspouts		X	
Wiring and Electrical Serving One Unit	X		
Wiring and Telephone Serving One Unit	X		
Foundation Walls and Footing Drains		X	
Refuse Collection		X	X
Roadways Repairs			X
Common Walkways and Driveways Repairs			X
Snow Removal: Roads and Common Walkways			X
Snow Removal: Patio, Service Walkways, Stoop and Steps	X		
Stoop, Steps, or Patio replacement due to salt damage	X		

NOTE: This list is not intended to be all inclusive. Please call your Management Company for further information.

INTERIOR MAINTENANCE & EMERGENCY MAINTENANCE

Once the original one-year warranty period, front the date of closing, has expired with the Association developer, all interior maintenance is the responsibility of the Unit Owner. If the Management Company dispatches a maintenance technician to address an interior emergency maintenance item, the cost for the service call and maintenance is the responsibility of the Unit Owner.

For non-emergency interior maintenance, the Management Company may agree to perform the requested interior maintenance on a fee-for-service basis to the Unit Owner. A contractor may be recommended for service requests not performed by a maintenance technician.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by the Unit Owner, and perform cleaning and housekeeping with respect to the Limited Common Areas to the Owner's Unit.

A special assessment cost will be billed to the Unit Owner individually in the event a they fail to make a repair or perform required maintenance to any part of the Common or Limited Common Areas. The Board will determine if maintenance or repair is necessary, if negligent or intentional acts of a Unit Owner or occupant result from a failure to pursue to conclusion a claim under warranty.

FINANCIAL MATTERS

ASSOCIATION DUES

Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay fees to the Association to cover normal condominium fees, special assessments for capital improvements, and special individual Unit assessments as deemed necessary by the Board.

Dues are payable to your Condominium Association on the first of each month. Dues are encouraged to be paid through Electronic Funds Transfer (EFT) by filling out an application. Please contact the Management Company for the appropriate procedures for the EFT process. See Attachment D, Collection Policy.

RETURNED CHECKS (NSF)

Any check returned for non-sufficient funds (NSF) will be:

1. Charged back to the individual account.
2. A $35.00 Handling Fee payable to the Association will be charged back to the Unit Owner.
3. Checks will be held by Capital Property Solutions. NSF checks will not be re-deposited.

Consult the Management Company for applicable late fees.

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

The Management Company will administer the Association's delinquent policy. A late charge will be added to any account delinquent after the tenth (10^{th}) of the month, and a delinquency invoice will be sent to the Unit Owner. Upon the fifteenth (15^{th}) day of the month, the Management Company sends a second delinquency invoice to the Unit Owner.

Per the Declaration and Bylaws, a lien may be filed when an account becomes ninety (90) days delinquent or reaches an amount of $300, unless otherwise determined by the Board. The delinquent Unit Owner's account is charged all costs associated with filing the lien.

Foreclosure action may be taken when the fees are in arrears by ninety days, or at anytime prior thereto in the Board's sole discretion. If a foreclosure is initiated, attorney fees and costs are assessed to the delinquent Unit Owner, and are recovered by the Association after adjudication or settlement.

The Board shall have the right, power and authority to suspend the voting rights of a Unit Owner during any period in which they are in default in payment of condominium fees, charges, or any assessment levied by the Association. The Unit Owner's Association voting privileges will be suspended until the account becomes current.

INSURANCE

ASSOCIATION INSURANCE

The Association will maintain appropriate levels of insurance according to Ohio State law and the condominium Declaration and Bylaws.

ASSOCIATION INSURANCE POLICY

A copy of the Association's Insurance Policy can be obtained upon request by contacting the Management Company.

ASSOCIATION INSURANCE COVERAGE OVERVIEW

The Association maintains appropriate levels of insurance for the common elements of the community.

UNIT OWNER'S INSURANCE COVERAGE

Unit Owners shall obtain individual homeowner's insurance, which would provide coverage for their Unit and improvements as part of its appurtenant limited common elements and personal contents. The Association may be named as an additional insured.

It is the Unit Owner's responsibility to insure the Unit interior for any items not a part of the original construction including permanent home improvements such as build-in fixtures and equipment, upgraded floor and wall coverings.

INSURANCE DISCLAIMER

THE ABOVE IS PROVIDED SOLELY FOR INFORMATIONAL OVERVIEW PURPOSES ONLY. A UNIT OWNER IS RESPONSIBLE FOR AND IS ENCOURAGED TO DETERMINE THEIR INDIVIDUAL HOMEOWNER'S INSURANCE REQUIREMENTS UPON CONSULTATION WITH A QUALIFIED INSURANCE EXPERT. TO ASSIST IN THAT ENDEAVOR, A COPY OF THE ASSOCIATION'S INSURANCE POLICY IS AVAILABLE UPON REQUEST BY CONTACTING THE MANAGEMENT COMPANY.

UTILITY RESPONSIBILITY

UNIT OWNER RESPONSIBILITY

Unit Owners are responsible for maintenance and payment of their own gas, electric, water, sewer, cable television, telephone. Unit Owners are to call and initiate utility service on or after the date of closing.

ASSOCIATION RESPONSIBILITY

The Association is responsible for maintaining the exterior end-Unit water spigots that are not connected to the individual homeowner's water meter.

COMMON & LIMITED COMMON ELEMENTS

DEFINITION OF COMMON ELEMENT

Portions of the condominium property that are not part of a Unit; sidewalks, alleys/alleyways, roads, green spaces, mail kiosks.

DEFINITION OF LIMITED COMMON ELEMENT

Those portions of the common elements that serve one Unit and whose use, benefit, and enjoyment are reserved for the lawful occupants of that Unit. These areas may include the porch, patio, driveway, sidewalks, steps, stoop, and yard with improvement there in.

PURPOSE OF COMMON ELEMENTS

The common element is for the sole and exclusive use, benefit and enjoyment of the Unit Owners for the purpose and manner in which such elements and facilities are ordinarily used. All Unit Owners jointly own the common elements including the limited common element. No one shall use the common element or limited common element in such a manner as to disturb others.

ACTIVITY ON COMMON ELEMENT

There shall be no playing of organized sports without prior authorization by the Master Association Board, parking of bicycles, baby stroller, wagons, toys, vehicles, benches, chairs, pop-up party tents, grills, and/or meat smokers on any part of the common element except the limited common element (patio/porch). Common elements and limited common elements are notto be used as storage areas.

DAMAGE TO COMMON ELEMENTS

Unit Owners are responsible and will be assessed for the maintenance and repair resulting from damage to the common elements and limited common elements caused by any negligent or intentional act by the Unit Owner, residents of a unit, or guest of any Unit Owner.

NOISE LEVEL EXPECTATIONS

It is expected that Unit owners demonstrate common courtesy to adjacent Unit Owners relative to noise and activities on patios and porches. Party activities on the common elements and limited common elements (patio/porch/garages) should terminate by 9:00 p.m. Sunday through Thursday, and 12:00 a.m. on Friday and Saturday. Any activities occurring beyond these times may be addressed by filling out a Formal Complaint Form (Attachment A) with the Management Company. If a noise incident requires immediate attention, please contact the non-emergency police number, (614) 645-4545.

Please remember to be courteous to your neighbors and keep stereo, TV, conversation and pet noise, both in and outside the Units, to a reasonable level.

WATERING LAWN AREAS

Common element lawns are maintained by a landscaping company hired by the Master Association. During the Summer months, Unit Owners are encouraged to help water the grass, trees and shrubs around their Unit to assist in maintaining the landscaping. This service is not provided by the landscaping company.

FIREWORKS

Fireworks, of any kind, are specifically prohibited. If a noise incident requires immediate attention, please contact the non-emergency police number, (614) 645-4545.

GARAGE SALES & SOLICITATION

Garage sales and tag sales are specifically prohibited except where endorsed and approved, in writing, by the Board as a community event.

Solicitation is not permitted.

EXTERIOR MODIFICATION & ARCHITECTURAL CONTROL

Board approval is required for any modification, alteration, change, addition, or improvement to a Unit that is visible to the exterior. Board approval is also required for any modification or alteration to the common element or limited common element. Ex: permanent landscaping

Nothing shall be done in any Unit, nor in or onto the common element or limited common element areas that would impair the structural integrity or would structurally change any of the buildings.

The Unit Owner desiring approval for a modification will submit an Exterior Modification Application (Attachment B) with complete plans, including specifications showing the nature of the modification; kind, shape, height, materials, color, and location. The desired start and anticipated completion dates for the desired modification need to be submitted for review and recommendation to the Board. Comments about the proposed modification and alteration from other Unit Owners common to the same building may be collected by the Board and/or Management Company. The Management Company will present the proposed modification to the Board. The Board will then vote on the proposal.

Reasons the Board may NOT APPROVE a submitted plan for modification may include, but are not limited to, the proposed modification interferes with common element maintenance (such as lawn mowing, etc.), or the proposed modification is not aesthetically appropriate, in that its appearance, color, character or materials may conflict with the character of the community.

SATELLITE DISH POLICY

When a Unit Owner wishes to install, or have installed a Satellite Dish, the Unit Owner should file a Satellite Dish Installation Application (Attachment C) with the Management Company prior to installation. See Attachment E for the Satellite Dish Policy.

Approval by the Board does not in anyway alter or limit the requirement of the Unit Owner to adhere to all City Codes and Regulations, and codes and regulations of other agencies governing such an installation (i.e.; the FCC, the Building Department, the Utility Company, Manufacturer Guidelines, or other applicable governing agencies.). The Unit Owner is required to obtain any and all permits, such as a building permit, etc. required by law.

SATELLITE DISH INSTALLATION GUIDELINES

Satellite dishes shall be as small as possible, but in no case larger than 39.4 inches (one meter) in diameter, and must be submitted to the Management Company in writing for approval by the Board.

The Unit Owner may not splice into any existing wire or cable that leads into the Unit. No holes may be drilled in outside walls, roofs, balcony railings, shutters, siding, window sills, or

glass. Cables from satellite dishes may not be installed through the Unit's siding, woodwork, doors, or windows. Wires from the satellite dish on the exterior must be lead into a Unit by a flat wire under a window or door.

The satellite dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer specifications. Efforts should be taken to disguise visible wiring on the exterior of a Unit. Wiring should not be visible from the exterior of the building.

All satellite dishes must be mounted on a pole, and under no circumstances can it be attached to a building, garage, fence, outside wall, outside window sill, roof, common element area balconies, or common element area stairwells. The satellite dish or antenna system must be a stand-alone system.

Any variation in installation from that represented on the original approved application for satellite dish installation must be resubmitted in writing to the Management Company for approval by the Board.

SATELLITE DISH MAINTENANCE & DAMAGE ISSUES

Satellite dish maintenance and repair is the responsibility of the Unit Owner. The Board and Management Company, its employees, assigns, or affiliates, are not responsible for damages to satellite dish systems, equipment, or reception. Unit Owner assumes all liability for loss or damage related to the operation, use and maintenance of satellite systems.

The Unit Owner is responsible for any damages requiring additional Unit maintenance caused to the common element or limited common element area as a result of the satellite dish installation or removal processes. If any existing landscape, public improvements or utilities are damaged or destroyed during any phase of installation or removal, the Unit Owner shall, at their expense, replace and/or repair such damage.

PATIO EXTENTIONS & MODIFICATION

Unit Owners requesting to modify the limited common patio element need to submit an Exterior Modification Application (Attachment B), to the Management Company for Board approval before any changes are made to the area.

STORM DOOR GUIDELINES

Before purchasing or installing a storm door, an Exterior Modification Application (Attachment B) must be submitted to the Management Company for approval by the Board. Contact the Management Company for a list of approved storm doors in the community. The Association will not be responsible for any damage caused to the exterior of the building due to the installation of the storm door. This includes repairs/replacements of the limestone caps and/or railings.

FRONT DOOR GUIDELINES

If a Unit Owner wants to paint their front door, an Exterior Modification Application (Attachment B) needs to be filled out and submitted to the Management Company for Board approval. All expenses are the responsibility of the Unit Owner. Contact the Management Company for specific door paint colors.

FRONT DOOR DECORATIONS

One front door decoration, such as a wreath or door hanging, is permitted year round.

FRONT PORCH FURNITURE

Front porch furniture should be limited to wood, wicker, wrought iron, or similar appearing materials. Porch furniture should not be placed on common elements and are permitted only on limited common elements.

PERSONAL PROPERTY

All personal property, such as lawn chairs, bicycles, tables, chairs, etc. must be kept within the limited common patio element or the garage, unless through Board approval there has been an extension to the patio, which would then permit personal property to be placed on the approved patio extension.

Nothing may be hung, displayed, affixed or placed on the exterior walls, doors, fences, or roof, of a Unit including, without limitation, signs, awnings, canopies, shutters, television/CB/radio antennae, or any other device or ornament.

No laundry (swimsuits, towels, rugs, or other items) will be hung over any patio or porch fence. Laundry poles/clothes lines are prohibited on common and limited common elements.

HOT TUBS & PLAYGROUND EQUIPMENT

Hot tubs and playground equipment, including swing sets, are not permitted on common elements or on decks, patios, or porches in the limited common elements.

FLOWERS

Owners are encouraged to plant flowers (annuals) in the mulched common elements immediately adjacent to their Unit. Planting around common trees is prohibited without prior written Board approval. All annual planting must be removed by November 1 each year. Maintenance of the flowers is the responsibility of the Unit Owner. Any Unit Owner that still has annual plants in their mulched areas after November 1 will be charged for Fall clean up

based on the amount of maintenance required. Annuals which are not maintained and become unsightly will be removed and the Unit Owner will be billed for removal.

Prior written Board approval is needed to extend a mulched element, create a new mulch element, or create a garden element.

Garden elements are permitted in the confines of the limited common area for each Unit, and are to be planted in an already established mulched bed or in pots. Gardens must be maintained and removed at the end of the growing season by the Unit Owner.

Standing flowerpots made of plain clay terracotta or giving the appearance of terracotta are permitted on porches, patios, and limited common elements and must be removed by November 1.

Imitation flowers and plants made of silk or plastic are not permitted to be displayed on common or limited common elements.

Flowerpots are prohibited on Unit walkways. Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass and mulch elements of the common element areas.

HANGING FLOWERPOTS

Hanging flowerpots are permitted in porch limited common elements. Caution: The drilling of holes into the wood and wood by-product elements presents a source for the possible entry of moisture etc. that could cause eventual damage. In addition, the Unit Owner is responsible for any damages incurred by the drilling of these holes.

At the end of the season, all hanging pots must be removed from view by November 1st.

A total of two is the permissible limit for hanging flower baskets in the porch element. Nothing is permitted to hang from the iron railing or gutters.

ADDITION OR REMOVAL OF BUSHES, TREES, ETC.

If you want to add trees, bushes, shrubs or any other permanent landscape material in the common or limited common elements, detailed plans must be submitted in an Exterior Modification Application (Attachment B) to the Management Company for Board approval in written.

PERSONAL HOSE REELS / HOSES

Personal hose reels and hoses must be stored in the garage or back patio area when not in use. No hoses or hose mounts are allowed to be stored in flowerbeds, attached to a fence or Unit, or on grass common element areas. Hoses must be detached from the exterior hose spigot/bib whennot in use. Hoses must be stored inside for the Winter.

SHEPHERD HOOKS

Shepherd hooks are only permitted in the rear limited common element (patios).

DECORATIVE ITEMS (Statues, Bird Feeders, Birdbaths, Etc.)

The following list is not all inclusive and is to be used as a guideline: statues, statuettes, bird feeders, birdbaths, lawn ornaments, ornamental rocks, artificial flowers, decorative or seasonal flags, globes and decorative art are permitted only in rear limited common elements (patios). Lawn or yard ornaments of any kind are prohibited in front common elements.

Unit Owners who wish to have bird feeders are responsible for keeping them clean and picking up debris which falls to the ground. Bird feeders are only permitted in the rear limited common element (patio) area.

Baskets, containers or any other items may not be attached in any way to the metal rails on Unit porches.

FLAGS

Any permanent fixture attached to the structure is prohibited.

An American flag (not to exceed 3' x 5' in size) may be hung from 2 to 3 eyehooks in the support beam directly above the porch handrail. If you have questions on how this should be done to comply with regulations contact the Management Company.

The following picture displays the above method for displaying the American Flag, college or professional team flags. College or professional team flags may be flown on game day during the appropriate season and must be hung from 2 to 3 eyehooks in the support beam directly above the stoop. Decorative or seasonal flags are prohibited.



Caution: The drilling of holes into the wood and wood by-product elements presents a source for the possible entry of moisture or insects that could cause eventual damage. In addition, the Unit Owner is responsible for any damages incurred by the drilling of these holes.

WIND CHIMES

Wind chimes are permitted only in the rear limited common elements (patios) and are limited to one per Unit.

ELECTRIC INSECT ZAPPERS

Electric insect killers of any kind are prohibited in common elements and limited common elements.

SIGNS

One professionally prepared, unlit 'FOR SALE' or 'FOR RENT' sign (no larger than 3'x3' in size) may be placed inside the window of a Unit.

A security system decal may be placed in the window and/or on a small sign designed for that purpose and placed in the common element closest to the front door.

Open House directional signs are permitted on the day of the open house, and must be removed the same day.

Real estate, political, team, or other signs are prohibited in the common elements and will be removed by the Management Company without advance approval by the Board.

EXTERIOR SURFACE OF BUILDING-WINDOW COVERINGS

Unit Owners shall not cause or permit anything to be hung or displayed on the inside or outside of windows, or placed on the outside wall of any building, except where it is expressly permitted in this Handbook. No signs, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part of any building without the prior written consent of the Board.

Appropriate interior drapes, curtains, valances, or louvered blinds of a kind that are manufactured or made specifically for that purpose are permitted. The side facing the exterior must be white.

It is the responsibility of the Unit Owner to maintain the blinds and window screens. Broken blinds and screens must be replaced in a timely manner, within 10 business days, at the Unit Owner's expense.

SUN CATCHERS & STAINED GLASS

Unit Owners may display no more than one sun catcher per Unit. The Board reserves the right to request the removal of any sun catcher or stained glass piece that is deemed inappropriate or unreasonable in size.

LANDSCAPE OR SOLAR LIGHTS AND TORCH LIGHTS

Landscape or solar lights are prohibited in the front common elements. Torch or “tiki” light use is prohibited on property.

PATIOS AND DECKS

All patios and decks must be kept neat, and shall be free of garbage, animal excrement, and excessive weed growth. Patios and decks shall not be used as storage areas.

GRILLING ON PATIOS AND PORCHES

The information contained in this section is only accurate up to the date of the latest revision of this handbook, and may not reflect the most current legal developments. It is the responsibility of the homeowner to act in accordance with the Ohio Fire Code regulations.

Use and storage of open-flame devices or grills is prohibited in the front common elements. Open-flame devices include hibachi grills, gas-fired grills, charcoal grills, fire pits or other similar devices used for cooking, heating, or any other purpose. The following general guidelines should be taken into consideration when using open-flame devices:

Grilling and Recreational Fire Guidelines

- Keep open-flame devices 10 feet away from flammable materials and equipment.
- Keep a portable fire extinguisher near the open-flame area and do not leave an open-flame unattended.
- Clean grease and fat build-up in catch pans. A hot grill can ignite unclean grease pans.
- Immediately following use, close the cover or lid to the open-flame device.
- Allow charcoal coals to cool at least 48 hours before disposing of them. Wrap the cold ashes in aluminum foil and place them in a noncombustible container for disposal.

Impact

- The Fire Marshall can issue citations and fines to residents who are not in compliance with fire codes.
- Open-flame devices located too close to a building while in use have the potential of getting out of control and damaging property or spreading to living areas.

Alternative solution

- Electric grilling devices are recommended for use on property.

In order to avoid possible property damage or a Fire Marshall citation and fine, open-flame devices should be removed from balconies or decks. Use of open-flame devices should not be within/on patios, garages, decks, or balconies.

Note: Any damage incurred to the Unit, due to open-flame device operation or location, is at the Unit Owner’s expense.

WINTER CONSIDERATIONS

The use of salt on concrete porches, walks and patios is prohibited. Calcium Chloride or other non-destructive de-icing agents should be used. Use of prohibited materials will void any concrete warranty.

Unit Owners are responsible for the repair or replacement of damaged concrete caused by prohibited materials. With notification of damaged concrete by the Management Company and/or the Board, the Unit Owner will be accessed the cost of repairs.

HOLIDAY AND SEASONAL DECORATIONS

A reasonable display of lights and decorations are permitted in or on the limited common element of each Unit during a holiday season.

Inflatable decorations are prohibited. Nothing shall be attached to any common element. Damage created by the installation of decorations is the responsibility of the Unit Owner.

Placement of decorations and/or lights is prohibited on the common lawn element or trees without written Board approval. The Board will make adequate time provisions for evaluating decoration display requests submitted for approval.

Holiday and seasonal decorations may be displayed 30 days prior to said holiday/season and must be removed within 15 days after said holiday/season.

GARAGE DOORS

Garage doors are part of a Unit and the responsibility of the Unit Owner. Because of the short nature of some driveways, it is imperative that Unit Owners exercise extreme care not to damage their garage doors when parking on the driveway. Damaged garage doors can significantly affect the appearance of the community.

Unit Owners are responsible for the timely repair of damaged garage doors. With notification of a damaged garage door by the Management Company or the Board, the Unit Owner has 30 days to contact the Management Company to address the scheduled date of the repair. After the 30 day period, if no contact has been made to the Management Company, the Unit Owner will be assessed an enforcement fine of $25 on a monthly basis until the repair is completed.

When the garage or driveway is unattended or not in use, garage doors should be closed. This will maintain an orderly and harmonious appearance in the community and may provide safety and security for the Unit Owner and the Units contents.

PARKING & VEHICLES

There are no assigned parking spaces within the community.

No vehicles shall be parked in a manner that blocks a street or driveway. Parking along a street is strictly prohibited unless vehicles are parked in marked parking spaces. It is the Unit Owners' responsibility to not block emergency vehicle access in the community. Parking and/or driving on a lawn element is prohibited.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than l ¾ ton pick-up), campers, travel trailers, or similar type vehicles may be parked in the driveway for a period no longer than 24 hours without advance approval by the Board. Said vehicles must not block normal access, ingress or egress, of other residents.

Recreational vehicles are not permitted to be used on the streets within the community.

The speed limit within the community is **15 M.P.H.** Excessive speed and reckless operation is prohibited.

Violation of parking and vehicle operating rules can result in towing, without notice, at the vehicle owner's expense. Parking violations will double with each occurrence.

UNITS WITH GARAGES

All parking by Unit Owners or guests of Unit Owners shall be inside the garage, when applicable. If there is no available space within the garage, parking should be on the "driveway" in front of the garage door. "Driveway" is defined as the pavement leading to the garage that is at least the length of a standard vehicle and within the curbs at the end of the building. A vehicle parked in a defined driveway is one that cannot protrude beyond the curbs at the ends of the building nor can it be parked adjacent to the garage door to prevent it from protruding beyond the curbs at the ends of the building. Vehicles are prohibited from being parked in a manner that would make it difficult or impossible for homeowners, fire or other emergency vehicles to safely pass. No parked vehicles shall block the ingress/egress to another Unit Owner's garage.

VEHICULAR REPAIRS & INOPERABLE VEHICLES

Major vehicular repairs are prohibited on common or limited common property. Inoperable vehicles (flat tires, dead battery, expired tags, or other conditions making vehicles inoperable) shall not be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump, or other service). Vehicles that appear to be abandoned, in the common or limited common elements, for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense.

Unit Owners and their guests will make every effort to protect the common element and limited common element areas such as, using wood to distribute jack pressure or repairing oil or gas leaks to prevent pavement deterioration. Unit Owners will be responsible and assessed for any damages to the common or limited common elements due to unresolved vehicular repairs or damages created by vehicular repairs.

COMMERCIAL VEHICLES

Vehicles with commercial plates and/or signage are not permitted to be parked on limited common elements (driveways) or common elements (guest parking) at any time. Commercial moving vans and trucks, or other commercial vehicles in the area to perform service or repair work for a Unit Owner or commercial vehicles performing services or repairs requested by the developer are the authorized exceptions for the length of time necessary to accomplish the service or repair work.

WASHING VEHICLES

Washing of vehicles by Unit Owners is permitted. Water conservation is encouraged, please be aware of water consumption. Community water usage is divided among all Unit Owners and appears on the water bill monthly.

PETS

Pet owners are responsible for promptly cleaning up after their animals, and disposing of animal waste appropriately. Pet waste bags are not permitted to be left on the common or limited common elements. The Condominium common elements are for the enjoyment of ALL Unit Owners. These elements cannot be fully utilized and enjoyed if animal waste is left on the grounds.

Owners failing to clean up after their pet will receive an enforcement assessment for the cost of grounds maintenance personnel to clean up after the pet. This includes leaving pet waste bags on the stoop, steps, or the mulch bed. Pet owners consistently failing to clean up after their animal may be faced with removal of the offending animal, from the Condominium property, upon written notice from the Management Company on behalf of the Board.

The cost of repairing any damage done to common elements, by an animal, will be assessed to the Unit Owner responsible for the animal. This shall include damage to the common lawn element, and limited common element, caused by urination in the same location.

All pets must be on a leash when in the common or limited common element, and are not permitted in these areas unattended. “Electronic leashes” are zap collars, and pets with this type of collar are not considered to be on a leash. Pets are not allowed to run uncontrolled and off a leash per the Ohio Revised Code Section 955.22C.

Animals other than those classified as household domestic pets are prohibited. The number and size of the household domestic pets are subject to limitations established by the Board. Pets will not be bred or maintained for commercial purposes.

Animal houses or pens are <u>not</u> permitted on patios, porches, limited common or common elements. Pets shall <u>not</u> be tethered outside on the lawn, patio, porch, and limited common or common elements.

The Master Association prohibits pets in the Clubhouse or pool areas.

In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of $25 for each offense, after the second warning notice.

TRASH REMOVAL

1. Receptacles provided from the door-to-door trash service company must be properly stored at all times. At no time should the receptacle be left out on a non-trash day. If you have a unit **<u>with</u>** a garage, the recycle and trash receptacle must be stored inside your garage. If you have a unit **<u>without</u>** a garage, the recycle and trash receptacle must be placed on your back patio.
2. Receptacles shall be labeled underneath the lid only (or bottom of recycle container) and no other place on the receptacle. If a resident defaces the receptacle, the resident is responsible to replace the receptacle at cost.
3. Trash and recycling receptacles may be placed outside your garage or back patio/curb no earlier than 5pm the day before collection. For those units with garages, the trash and recycling receptacles must be placed back inside of the unit garage by 12 midnight on the day of collection. For those units without a garage, the receptacles are to be placed on your back patio prior to 12 midnight on day of trash collection. Please note, each time trash and/or recycling receptacles are found left outside of unit owner garages/patios before or after the timeframe specified within the policy, the unit owner may receive a violation letter and

a $25 fine. If you are out of town on trash day, you should make arrangements with someone to retrieve and store your receptacle(s) to avoid violating rules.

4. Receptacles should be cleaned on a regular basis by the resident to reduce odors and improve to improve the overall aesthetic.
5. Residents are expected to keep all trash and other waste in secure and sanitary containers and dispose of it in a clean and sanitary manner.
6. Trash must be removed from unit routinely; accumulations of trash are a health and fire hazard.
7. Trash must never be stored outside of your unit in common elements or limited common elements.
8. Fully extinguish all cigarettes, e-cigarettes, cigars, and pipe tobacco before placing them in trash bags.
9. Trash must be disposed of in specified compactors, and/or door-to-door pickup containers.
10. Yard waste must be disposed of inside the compactor.
11. Always bag garden waste, plants, and potted plants; never leave plant or plant debris outside the compactor.
12. Double bag all animal waste.
13. Cardboard boxes must be broken down prior to being placed inside of the compactor.
14. Observe all posted signage.

Leaving trash items outside or on top of the compactor will result in an enforcement assessment and a one-month amenity suspension. Not breaking down cardboard boxes prior to disposing inside the compactor will result in an enforcement assessment and a one-month amenity suspension. The bulk pad and trash compactors are Preserve Crossing Master Association controlled and therefore please contact Lifestyle Communities with any/all matters concerning these sites.

TATTLER ROAD DUMPSTER ENCLOSURE

1. Access to the dumpster enclosure is limited to residents of the Preserve Crossing Community.
2. At times when the bulk area is at capacity, access to the enclosure will be temporarily disabled.
3. Trash and bulk dumping by non-residents are prohibited and will be reported as illegal dumping.

Leaving trash or bulk items outside of the dumpster enclosure will result in an enforcement assessment and a one-month amenity suspension. The dumpster enclosure and location are Preserve Crossing Master Association controlled and therefore please contact Lifestyle Communities with any/all matters concerning these sites.

BULK ITEM REMOVAL

1. Bulk items must be disposed of at the bulk pad located near Tattler Road and Towhee Road.
2. Acceptable bulk items are furniture, mattresses, paint cans, electronics, old tires, and other household items. Never leave trash, recyclables, or anything else around the bulk pad. These items must be disposed of in the compactor.
3. Never place construction material or debris (carpet, lumber, etc.) in the compactor.
4. Bulk items may not be left outside of your unit/lot for any reason.

Leaving trash or bulk items outside of the dumpster enclosure will result in an enforcement assessment and a one-month amenity suspension. The Bulk Pad and trash compactor sites are Preserve Crossing Master Association controlled and therefore please contact Lifestyle Communities with any/all matters concerning these sites.

CONSTRUCTION MATERIAL & DEBRIS

1. Never allow your contractor or service provider to leave construction material, tools, or debris in or around the compactor, on the grounds, or anywhere on the Association property.
2. All construction materials and debris must be hauled away by the contractor and disposed of off-site. This includes plaster, drywall, lights, flooring, cabinets, hardware, and anything else removed from a unit/lot because of repair or remodeling.
3. If a unit/lot owner is completing a large-scale renovation, they must plan accordingly for off-site disposal of materials rather than disposing in the bulk pad.

HAZARDOUS WASTE

1. Never leave paint, paint thinner, empty paint cans, automobile fluids, lighter fluid, poisons, caustic substances, or any other flammable or hazardous substance in or around the compactor, or on the grounds of the Association property.

Should any of these policies be violated, a fine will be charged to the unit/lot owners' account.

LEASING YOUR CONDOMINIUM

Leasing your Unit is subject to Rental Policy (Attachment H) adopted by the Board. Currently, every lease and renewal lease covering a condominium Unit shall be in writing and duly executed by the parties thereto; and shall not be for a period of less than one year. The Board states that no more than 25% of the total Units can be leased and/or rented at one time.

All Unit Owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the Declaration, and standing Handbook. The Unit Owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.

Unit Owners are required to use the Board approved Lease Agreement (Attachment J). A copy of the tenant's lease is to be recorded with the Management Company, along with a signed acknowledgement of the rules and regulations (Attachment K) by the lessee.

All Unit Owners are responsible to administer their properties, make sure their tenants have knowledge of, and abide by, Association Bylaws, the Declaration, and the Handbook for the Community.

All Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the Board on a timely basis, so action can be taken, if needed, by the Board or the Management Company.

All Unit Owners shall be held accountable to fulfill their Association responsibilities.

Tenants are to refer all requests or needs to their respective Unit Owner or agents of the Unit Owner. Except in the case of emergency, all tenant inquiries are to be directed to the Unit Owner or Owner's agent.

SELLING YOUR CONDOMINIUM

If you sell your Unit, it is important to notify the Management Company as to whom the new Unit Owner of record is, and the closing date. It is the current Unit Owner's responsibility to make certain that all condominium dues, assessments, fees and other charges are current. It is the Unit Owner of record responsibility to make sure the condition of the inside and outside of their Unit complies with the Declaration and the Handbook before selling.

Please make certain that on moving day, moving trucks, etc. do not interfere with the normal flow of traffic, and permit other trucks, refuse collection vehicles and other vehicles to pass. Try to arrange your moving date so it does not conflict with scheduled events such as refuse collection.

Attachment A:
FORMAL COMPLAINT FORM

PROPERTY NAME: Preserve Crossing

VIOLATOR (S), IF KNOWN:

_____
_____
_____

ADDRESS, UNIT NUMBER, IF KNOWN:

_____
_____
_____

CAR, VEHICLE, LICENSE PLATE NUMBER, IF APPLICABLE:

_____
_____
_____

PET OR ANIMAL DESCRIPTION, IF APPLICABLE:

_____
_____
_____

VIOLATION: Describe nature, location, date, time, etc.

_____
_____
_____
_____
_____
_____
_____
_____

Signature:_____DATE:_____Unit Number: _____

Print name: _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
Capital Property Solutions
P. O. Box 630
Worthington, Ohio 43085

Attachment B:
EXTERIOR MODIFICATION APPLICATION

PROPERTY NAME: Preserve Crossing

Name: _____ **Date Submitted:** _____

Address: _____ **Telephone:** _____

Description of modification: _____

_____

_____

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

Materials and colors: _____

Landscaping materials: _____

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 you reside in permits, building regulations, ordinances, etc. including a final inspection.
3) Contractor's one year warranty on materials and labor, if applicable.
4) Repair of any damage to the Common Element or other condominium Units.

Board Approved ☐ **Disapproved** ☐

Signature: _____ **Date:** _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
Capital Property Solutions
P. O. Box 630
Worthington, Ohio 43085

Attachment C:
SATELLITE DISH INSTALLATION APPLICATION

PROPERTY NAME: _Preserve Crossing_____

DATE SUBMITTED: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SATELLITE DISH REQUEST TO BE INSTALLED AT UNIT NUMBER: _____

PROPOSED LOCATION OF SATELLITE DISH INSTALLATION: _____

INSTALLATION TO BEGIN ON:_____ **END ON:** _____

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

The owner(s) or their designees (contractor) must comply with the following:

1. The installation guidelines and responsibilities as outlined starting on page 14 of this handbook.
2. The City of Columbus other governing agencies permits, building regulations, ordinances, etc., including any final inspection requirement.

Board Approved ☐ **Disapproved** ☐

Signature:_____**Date:** _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
Capital Property Solutions
P. O. Box 630
Worthington, Ohio 43085

Attachment D:
REQUEST FOR A HEARING

PROPERTY NAME: Preserve Crossing

Name (Printed):_____ **Date Submitted:** _____

Address:_____

E-mail Address:_____ **Telephone Number:** _____

Unit Owners have the right to request a hearing with The Board of Director's (The Board) to resolve an issue.

Nature of issue: _____

Explanation for hearing: _____

_____

_____

_____

This completed form must be sent to the Association's Management Company, Capital Property Solutions, to request a hearing with the Board.

PLEASE MAKE COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
Capital Property Solutions
P. O. Box 630
Worthington, Ohio 43085

Upon receipt of this written request, The Board will have sixty (60) days to determine a date, time and location of the hearing, and give written notice to each party thereof in no less than five (5) days before the scheduled date of the hearing. Capital Property Solutions will mail written notice to both parties of the date, time and location of the hearing.

The Unit Owner requesting the hearing will be given five (5) minutes of uninterrupted talk time. In the event that there are multiple Unit Owners requesting the hearing, they will be treated as a single entity and must designate a speaker on behalf of the group. After the Unit Owner has spoke, The Board may request additional information from the Unit Owner. The Unit Owner will then be dismissed while The Board deliberates and goes into executive session. The Board will render a written decision to the Unit Owner within thirty (30) days.

I, (print)_____, request a hearing in front of The Board, at a date, time, and location of their choosing, of which I will be notified at least five (5) days in advance.

Unit Owner(s) Signature:_____ **Date:** _____

FOR OFFICE USE ONLY

Board Reviewed ☐ **Hearing Date:**_____ **Hearing Time:** _____

Board Member Signature:_____ **Date:** _____

Attachment E:
REQUEST FOR AN ASSESSMENT HEARING

PROPERTY NAME: Preserve Crossing

Name (Printed):_____ **Date Submitted:** _____

Address:_____

E-mail Address:_____ **Telephone Number:** _____

You have the right to contest The Board of Director's (The Board) imposing enforcement assessment. To contest the assessment, the homeowner must request a hearing, in writing, to The Board within ten (10) days of receiving notice of The Board's intent to fine you.

If you fail to request a hearing within ten (10) days of your receiving this notice, you waive the right to a hearing.

If you request a hearing, Capital Property Solutions will notify you of the date, time and location of the hearing at least five (5) days before the scheduled date of the hearing. **If you want to request a hearing with The Board, then this completed form must be received within ten (10) days by The Board. The form must be sent to The Association's management company Capital Property Solutions.**

PLEASE MAKE COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
Capital Property Solutions
P. O. Box 630
Worthington, Ohio 43085

I,_____, request to be scheduled for a hearing in front of The Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least five (5) days in advance.

I believe the enforcement assessment should not be imposed because _____
_____
_____
_____
_____
_____

Unit Owner(s) Signature:_____ **Date:** _____

FOR OFFICE USE ONLY

Board Reviewed ☐ **Hearing Date:**_____ **Hearing Time:** _____

Board Member Signature:_____ **Date:** _____

Attachment F:
REQUEST FOR A DISPUTE HEARING

PROPERTY NAME: Preserve Crossing

Name (Printed): _____ **Date Submitted:** _____

Address: _____

E-mail Address: _____ **Telephone Number:** _____

You have the right to request a hearing with The Board of Director's (The Board) to resolve a dispute between Unit Owners according to the Declaration and Bylaws for Preserve Crossing: Article III, Section 2, Item (q).

Dispute against (list address(s)): _____

Nature of dispute: _____ Explanation for hearing: _____

_____

_____

_____

This completed form must be sent to the Association's Management Company, Capital Property Solutions, to request a hearing with the Board.

PLEASE MAKE COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
Capital Property Solutions
P. O. Box 630
Worthington, Ohio 43085

Upon receipt of this written request, The Board will have sixty (60) days to determine a date, time and location of the hearing, and give written notice to each party thereof in no less than five (5) days before the scheduled date of the hearing. Capital Property Solutions will mail written notice to both parties of the date, time and location of the hearing.

Each party in the dispute will be given five (5) minutes of uninterrupted talk time. In the event that the Unit Owner requesting the hearing is engaged in a dispute with multiple Unit Owners, the multiple Unit Owners will be treated as a single entity and must designate a speaker on behalf of the group. If the dispute is against a Board member or Board member's domestic partner, the Board member will not be permitted to be involved in the decision making or ruling process of the hearing. After each party has spoke, The Board may request additional information from the parties involved. The parties will then be dismissed while The Board deliberates and goes into executive session. The Board will render a written decision to each party within thirty (30) days.

I, (print)_____, request a hearing in front of The Board, at a date, time, and location of their choosing, of which I will be notified at least five (5) days in advance.

Unit Owner(s) Signature: _____ **Date:** _____

FOR OFFICE USE ONLY

Board Reviewed ☐ **Hearing Date:** _____ **Hearing Time:** _____

Board Member Signature: _____ **Date:** _____

Attachment G:

Collection Policy

1. **Common Expenses.** This term refers to any amount a member must pay to the Association. This may include regular assessments, special assessments, violation fines, late fees, common area repairs, and any additional fees, interest, or charges imposed under this policy.
2. **Where to send Payment.** Members must deliver regular assessment payments, special assessments, violation fines, late fees, common area repairs, and any additional fees, interest, or charges to the address listed on the coupon booklet.
3. **When Common Expenses are Due.** Members may pay their annual regular assessments in equal monthly installments, due on the first day of each month. Payments of regular assessments that are not received by the 10th of each month shall be considered delinquent. All other common expenses are due **within thirty (30) days** of dispatch of notice of obligation to pay. If a member does not pay in full any common expense by its due date, that payment is considered delinquent.
4. **Late Payments.** Once a common expense is delinquent, the Association may take any or all of the following actions:

   A. Refer delinquent member's account to the Association's collections manager. If the Association does not receive full payment of a common expense by its due date, the delinquent member's account may be referred to the Association's collections manager. The collections manager may contact the delinquent member by way of mail, email, or telephone in order to collect any delinquent debt.

   B. Accelerate annual regular assessment balance for the rest of the year. If the Association does not receive full payment of a member's regular monthly assessment by its due date, the delinquent member's privilege of making monthly payments of regular assessments may be terminated, and the entire remaining annual assessment may be declared due immediately.

   C. Charge late fees. If the Association does not receive full payment of a common expense by its due date, the delinquent member may be charged a late fee of $25.00.

   D. Suspend privileges and access to amenities. If the Association does not receive full payment of a member's regular monthly assessment by its due date, the Association may suspend the following privileges from the delinquent member.

   a. Voting Privileges
   b. Use of pool, clubhouse, fitness center, and all other recreational facilities.

   Until the Association receives payment in full, including any applicable late fees, the privileges listed above may remain suspended.

   E. Account referred to an attorney. If the association does not receive full payment of a common expense by its due date, the Association may refer the delinquent member's account to an attorney for further action. The attorney may take any or all of the following actions:

   A. File a lien against the unit in accordance with Ohio law and the Association's governing documents;
   B. File a lawsuit to collect the amount owed;
   C. Notify the mortgage lender of any lien and/or lawsuit the Association has filed;
   D. Foreclose on the property; and/or
   E. Take any and all other appropriate legal action

   Attorney's fees and costs of collection. The delinquent member shall be responsible for all of the Association's costs of collection, including attorney's fees. These will be treated as common expenses.

5. **Returned check fees and bank charges.** The association will charge the member a $30.00 fee if the member's check is returned by the bank for any reason. In addition, the Association will charge the member any related bank fees that the Association incurs as a result of the check being returned.

6. **Crediting Late Payments.** All delinquent accounts remain so until the balance on the account is paid in full. Partial payments will not waive the Association's right to pursue full collection and/or to enforce the provisions of this Policy. Any partial payments will be applied to the delinquent account in the order in which such amounts became delinquent.
7. **Notices.** Unless otherwise required by law, all notices will be sent by first-class mail, postage prepaid, to the delinquent member's mailing address as listed in the Association's books and records on the date that the notice is sent.
8. **Appeals process.** If applicable to the particular common expenses being charged by the Association, a unit owner may request a hearing by following the procedure set forth in the Declaration.
9. **Notification to Owners.** The Association shall notify all Unit Owners of this Policy after adoption.
10. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify Unit Owners of the adoption of this Policy. The Association retains the right to continue to evaluate each delinquency on a case by case basis.

Attachment H:

Satellite Dish Policy

1. **Unit Owner Liability.** The unit owner assumes total responsibility for any personal injury or physical damage to property caused as a result of the installation or maintenance of the unit owner's satellite dish or antenna. The unit owner is required to obtain liability insurance adequate to fully cover claims that may be made by the Association or third parties as a result of damage or injury caused by the satellite dish or antenna (or the installation thereof). The insurance must list the Association and the then applicable property management company of the Association as additional insureds, and the unit owner shall provide proof of such insurance upon the request of the Association.

2. **Size, Color and Number**
   a. Satellite dishes must be one (1) meter or less in diameter or a traditional stick-type antenna.
   b. Satellite dishes must be gray or white in color.
   c. No more than one (1) satellite dish is permitted per condominium unit, unless otherwise approved by the Association.

3. **Placement Preferences**. The Association requires that the unit owner place the satellite dish on the rear patio or on the rear balcony of the unit. If the satellite dish cannot be placed on the rear patio or on the rear balcony of the unit, the unit owner may install the satellite dish in the rear mulched or grassed limited common area immediately adjacent to the unit, if such limited common area exists. If placement or installation of the satellite dish in the above referenced locations prevents reception of an acceptable quality signal or imposes an unreasonable expense or delay in installation, as determined solely by the Association, the unit owner may submit an "exterior modification application" to the Association. The Association may then grant the unit owner permission to place the satellite dish in an alternative area and in an alternative fashion.

4. **Permitted Installation Methods**
   a. The unit owner may place the satellite dish or antenna system on a tripod or other device that is not attached to any building, patio, deck, foundation or other structure in a permanent fashion.
   b. The unit owner may install the satellite dish in the rear grassed or mulched limited common area immediately adjacent to their unit, if such limited common area exists.
   c. Unit owner is required to use a flat satellite cable that can be run under the window sill or door of the unit. The purpose for this is to prevent damage to condominium property.

5. **Restricted Installation Methods.** The following satellite installation methods are strictly prohibited, unless otherwise approved by the Association.
   a. The satellite dish or antenna system must be a stand-alone system. The unit owner may not splice into any existing wires or cables.
   b. No satellite dish or antenna system may be mounted or physically attached to a condominium unit, garage building, or any other condominium building in any way. The satellite dish or antenna may not be installed on an outside wall, outside windowsill, roof, common area, fence, or any other mulched or grassed common area.
   c. No holes may be drilled in outside walls, roofs, balcony railings, fencing, shutters, siding or glass while installing a satellite dish.

Attachment H:
Continued

d. The satellite dish or antenna may not extend beyond the balcony railing, patio line, porch line or fence line. Devices that extend the dish or antenna beyond the limited common area line may not be used.
e. Under no circumstances shall the wiring of the satellite be visible from the exterior of a building.

6. **Charges and Other Consequences of Violating This Policy.** The Board shall follow the procedure set forth in the Declaration before charging a unit owner an enforcement assessment. The amount of the enforcement assessment for violating this Satellite Dish Policy shall be $50. In addition, if the unit owner does not cure the violation after being assessed the $50 charge, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association. Furthermore, the Association shall have the right to remove or relocate any violating satellite dish if the violation has not been cured by the unit owner after being assessed the $50 charge. Such removal or relocation shall be at the expense of the unit owner.

7. **Appeals Process.** A unit owner may request a hearing by following the procedure set forth in the Declaration.

8. **Notification to Owners.** The Association shall notify all unit owners of this Policy after its adoption.

9. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify unit owners of the adoption of this Policy. The Association retains the right to continue to evaluate each placement of a satellite dish on a case by case basis.

Attachment I:

UNIT RENTAL POLICY FOR PRESERVE CROSSING CONDOMINIUM

Pursuant to the Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for Preserve Crossing Condominium (hereinafter "Declaration"), the Board of Directors of Preserve Crossing Condominium Association (hereinafter "Board") has adopted the following Unit Rental Policy (hereinafter "Policy") regarding the renting and leasing of units within Preserve Crossing Condominium (hereinafter "Condominium"). This Policy is intended to bolster the restrictions set forth in Article III, Section 2(g) of the Declaration. The Board has determined that this Policy will further the purpose of maintaining the Condominium as primarily a housing community for owner-occupants. This Policy has been adopted at a meeting of the Board on March 31, 2011, at which a quorum was present and which was passed by a majority of the Directors present. This rule shall be effective on May 1, 2011.

The Rental Policy was amended to increase the rental percentage from twenty percent (20%) to twenty five percent (25%) percent by the Board of Directors on February 24, 2015, at which quorum was present and which passed unanimously by the Directors present.

1. Renting and Leasing

Notwithstanding any provision in the Declaration, and except as otherwise provided in this Policy, at any given point in time no more than twenty-five percent (25%) of the Units within the Condominium shall be subject to any leasehold interest. This Policy shall not affect the existing term of any lease agreement that is in effect prior to the effective date of this Policy. However, all such existing leases shall count towards the twenty-five percent (25%) limit. If any Unit that is subject to a lease agreement as of the effective date of this Policy ceases to be occupied by a tenant or other persons not the Unit Owner for any period in excess of thirty (30) days, that Unit shall immediately lose its status as a rental Unit and shall immediately become subject to this Policy.

2. All Leases Subject to Board Approval

No Unit shall be subject to a leasehold interest unless such leasehold interest has first been approved by the Board. The Board, fairly and without discrimination, and in its sole authority, shall determine whether the proposed leasehold interest meets the requirements for renting a Unit under this Policy. Forany lease agreement that is rejected by the Board, the rejected Unit Owner shall be entitled to a hearing,as set forth in the Declaration.

3. Requirements of Lease Agreement

Any Unit that becomes subject to a leasehold interest on or after the effective date of this Policy must be evidenced by a written lease agreement. The written lease agreement shall be in a form as approved and provided by the Board. Such agreement shall be in writing, shall provide for a lease term of twelve (12) months, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Rules and Regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the condominium organizational documents and lawful Rules and Regulations shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the tenant of any covenant, condition or restriction contained in the Declaration, or the Bylaws of the

Association, or the Rules and Regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessments against the Unit, enforceable in the same manner as all other assessments.

4. Lease Approval Procedure

All requests by a Unit Owner to lease their Unit, including lease renewals, under this Policy must be made in writing to the Board, and must include a copy of the proposed lease agreement. The Board shall review the request and will inform the requesting Unit Owner of its decision whether or not to approve the lease, in writing, within 15 days of the date of submission of the request. No leasehold interest shall be valid prior to being approved, in writing, by the Board. Once the Board has informed the Unit Owner in writing that their request has been granted, the Unit Owner shall provide the Board with a copy of the final executed lease agreement at least seven (7) days prior to the commencement of the lease term. In addition, the Unit Owner shall provide the Board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting the tenant(s). Failure to so provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars ($100.00) for each month which the Unit Owner fails to provide such information to the Board. The Board shall administer a leasing list. This list shall identify, by address, each Unit within the Condominium which is subject to a lease. The list shall also show the full name and contact information of the individual(s) residing in such Units. For any lease agreement that is in effect prior to the effective date of this Policy, the Unit Owner must provide the Board with a copy of the written lease (if any), and shall provide the Board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting the tenant(s). Failure to so provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars ($100.00) for each month which the Unit Owner fails to provide such information to the Board.

5. Lease Renewals

At the end of any lease term, leases may be renewed in writing for successive periods of twelve (12) months without Board approval, provided that written notice is provided to the Board of such renewal within thirty (30) days after the renewal term has commenced.

6. Exception to Twenty Percent (25%) Limitation

The foregoing limitation on the percentage of Units which may be subject to a lease agreement at any given time shall not apply to any Unit where the Board, upon application from the Unit Owner detailing all of the relevant facts, determines that a "hardship" exists which warrants allowing such Unit Owner to rent such Unit for a period not to exceed one (1) year. Without limiting the generality of the foregoing, the Board may find such a hardship where, for instance, a Unit Owner is transferred and is currently unable to sell a Unit or wants to avoid selling the Unit at a disadvantageous time. In making its decision, the Board may nevertheless turn down a "hardship" situation. The Board's actions pursuant to this paragraph shall be discharged in a consistent manner which is not discriminatory to any party in any manner. To insure such nondiscriminatory exercise of discretion on the part of the Board, the Board shall maintain and retain records of all Unit Owner applications for hardship permission to lease Units, and detailed records of the Board's deliberations and determinations, and all such records shall be available for inspection upon the request of any Unit Owner. For any "hardship" application that is turned down by the Board, the rejected Unit Owner shall be entitled to a hearing, as set forth in the Declaration.

Attachment J:
Continued

7. Certain Parties Not Limited by Rental Policy

Nothing in this Policy shall be construed to limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Declarant or such successor. Units that are subject to a lease under the above circumstances will not be counted towards the twenty percent (25%) limit.

8. Occupancy by Sexual Offenders Prohibited

No Unit, or any portion thereof, nor any portion of the common elements, may be occupied for any purpose or for any period of time by any person who is adjudicated, classified, labeled or otherwise designated a "sexual predator" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, as amended from time to time or a "habitual sex offender" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, and/or required by applicable laws (within the state of Ohio or any others state) to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction; provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, create a duty on behalf of any Unit Owner to inquire about, or take any affirmative action to determine, the status of any tenant, guest, invitee or contractor as a "sexual predator", "habitual sex offender", or any other designated individual who must register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction. Any occupancy of any portion of a Unit or the common elements by any person whose occupancy is prohibited by the terms of this paragraph shall constitute a noxious and/or offensive activity under the Condominium's restrictions. Any violation of this paragraph shall subject the Unit Owner and/or any occupant of the Unit to any and all remedies provided for by law as well as the Declaration.

LEASE AGREEMENT

This lease (hereinafter referred to as the Lease) is made this _____ day of _____, 20___ (hereinafter the "effective date") by and between _____ (jointly and severally if more than one, hereinafter referred to as the Landlord) and _____ (jointly and severally if more than one, hereinafter referred to as the Tenant). The covenants and conditions stated in the Lease shall bind both the Landlord and the Tenant, jointly and severally.

I. PREMISES LEASED. The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant, does hereby lease the following described premises located at: _____ (hereinafter referred to as the Premises). The Premises shall include the following personal property owned by the Landlord: _____ _____ (none, if nothing inserted).

II. LEASE TERM. The Tenant agrees to occupy said Premises for an original term commencing at NOON on the last day of _____, 20_____, and ending at NOON on the last day of _____, 20_____. The Lease shall automatically renew on a month to month basis unless notice is given as stated in paragraph VII.

III. RENT. The Tenant agrees to pay as rent for the Premises the total sum of $_____ at the rate of $_____ per month, plus a pro-rated amount should the term of the Lease commence on any date other than the first day of the month, without demand, (check one) ___ at the on-site manager's office or ___ at the designated agent at _____, or at such other address as the landlord shall direct from time to time in writing.

Rent is due on or before the first day of each month (the due date).

RENT UNPAID _____ DAYS AFTER THE DUE DATE IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE. If all rent is not received on or before the _____ day of the month, the Tenant agrees to pay an initial late charge of $_____ plus a late charge of $_____ after _____ days, if rent remains unpaid. All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order.

If payment is made by check that is returned, the Tenant agrees to pay a charge of $_____ in addition to the initial and daily late charges, if applicable.

The Landlord may, at any time, require that all rent and other sums be paid in either certified or cashier's check, money order, or one monthly check rather than multiple checks. Cash shall not be accepted without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

The Landlord agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

The Landlord agrees to notify the Tenant, in writing, at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, of any increase in the rent charged for occupancy of the Premises.

IV. OCCUPANCY. The Tenant agrees that, in addition to Tenant, only those persons listed below shall occupy the Premises:

Date of Birth	Name	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____

No person shall be released from the covenants of the Lease without first obtaining the writt en agreement of the other tenants and/or cosigners set forth herein and written approval of changes from the Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardo us by the Landlord becauseof fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoymentof any ot her occupant of the apartment community of which the Pre mi sesare a part. The Landlord reserves the right of eviction for the illegal manufacture, distr ibution, use or other illegal activities in connection with cont roll ed substances. A criminal con viction shall not be necessary before the Landlord can institute an eviction action.

V. SECURITY DEPOSIT. The Tenant agrees to deposit with the Landlord the sum of$_____as security for Tenant's fait hful performance under the Lease and by law. The Tenant agrees the deposit is not an advance paym ent of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold -ov er tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premi ses caused by the Tenant, his/ her guests, family or invitees. Also, abandonment or vacating of the Premisesby the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit. The Landlord shall attempt to mitigate any damages as a r esutl of abandonment . Each of th e aforeme ntioned Tenants shall be jointly and severally responsible for all losses incu rred by the Landlord occasioned by the tenancy.

'The Tenant agrees to provide the Landlord, in writing, a forwa rding address upon vacating the Premises. The Landlord agr ees to return to the Tenant the security deposit, or what ever part has not been applied in payment of any tenant obligations under the Lease, with in thirty (30) days after the expiration or any renewal of the Lease and delivery of possessionof the Premises to t he Landlord, whichever is last to occur. Any deductions from the security deposit shall be it emized andidentified in writing by the Landlord during t his same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, fees, util it iesdue and/or damages exceeding the security deposit.

VI. . **KEYS.** The Tenant will be provided (insertnumber) _ apart ment key(s), _mailbox key(s), and other

key(s) for _ _ _ _ _ _ . These keys may not be duplicated. There will be a $_____re-keying charge for any of these keys not being returned upon vacating.

VII . **MOVE OUT NOTICE AND RENEWAL.** Unless another Leaseis signed by the parties here·t o or unlesswritten notice of termination is given by one party to the other at leastthirt y (30) days before expir ation of the Lease, the Lease shall be automatically renewed on a mont h to month basis. At least thirty (30) days prio r to the due date, writt en notice of intent to move out must be givento the Landlord or the Landlord's agent. The Tenant's move-out notice must terminate the Lease (Landlord to initial one of the following options): _ on the last day of the month following the next rental due date, or __ on the exact day designated in the move-out notice but no sooner than thir ty (30) days prio r to due date and after the notice. (If neither is initi aled, the second opt ion above shall control). Verb al notice is not suffi cient.

VIII. UTILITIES. The Landlord shall pay for (if initialed by Landlord):_____electricity,_____gas,_____water, _____sewage and storm water,_____trash disposal,_____cable TV,_____master TV antenna. The Tenant agrees to pay for all other utilities, related deposits and charges on the Tenant's utility bills. The Tenant shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. If the apartment is submetered, the Landlord shall attach an addendum to the Lease in compliance with any necessary public authority. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease. Utilities shall be used only for normal household purposes and not wasted

IX. PETS. There shall be no dogs, cats, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (even temporarily), unless a written addendum with the Landlord consent is added to the Lease which provides otherwise. Such consent may be conditioned upon an increase the amount of rent due hereunder and/or an increase in the security deposit set forth in paragraph V, above. If a pet has been in the apartment at any time during the tenant's term of occupancy (with or without the Landlord's consent), a charge may be made for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet.

X. INSURANCE. Tenant will be responsible for insuring all the Tenant's personal property within the Premises. Therefore, it is strongly recommended that the Tenant purchase a Renter's Insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured thereunder.

XI. USE AND ASSIGNMENT/SUBLETTING. The Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of the Landlord.

XII. TENANT'S DUTIES: The Tenant shall:

A. Keep the Premises that he/she occupies and uses safe and sanitary;

B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;

C. Keep all plumbing fixtures in the premises or used by the Tenant as clean as their condition permits;

D. Use and operate all electrical and plumbing fixtures properly;

E. Comply with the requirements on Tenants by all applicable state and local housing, health and safety codes;

F. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises;

G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord;

H. Promptly notify the landlord of the need for repairs;

I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors' "peaceful enjoyment" of the Premises;

J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;

K. Conduct himself, and require persons in his household and persons on the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925, and 3719, of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;

L. Tenant shall regularly test all smoke detectors, supply electric current thereto (Battery or electric current if required by lease), and notify Landlord of any mechanical failure, need for repair, or replacement.

XIII. LANDLORD'S DUTIES: The Landlord shall:

A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;

B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and

habitable condition;

C. Keep all common areas of the Premises in a safe and sanitary condition;

D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, and elevators, supplied, or required to be supplied by the Landlord;

E. When he/she is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish andother waste incidental to the occupancy of the dwelling unit and arrange for their removal;

F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;

G. Except in the case of eme rgency,or if it is impractical to do so, give the Tenant at least twenty-four (24) hours notice of his intent to enter and enter only at reasonable times;

H. Not abuse the right of acces as described in this Lease;

I. Landlord shall furnish and repair smoke detectors as required by law.

XIV. CONDITIONS OF PREMISES and ALTERATIONS. The Tenant accepts the Premises **AS IS,** except for condit ions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. The Landlord shall provide an inventory and condition form to the Tenant on or before move-in. Within seven (7) days after move-in, the Tenant shall note all defects or damages on the form and return it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Tenant shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by the Tenants, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay (1) the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting,. electrical changes, or other alterations to the Landlord's propert y except as authorized by the Landlord in writing . No holes or stickers are allowed inside or outside the apart ment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennae, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying shall be permitted except by the Landlord' s prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, screens. When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear excepted.

XV. WHEN THE LANDLORD MAY ENTER. The Landlord, or the Landlord's representatives may peacefully enter the Premises during reasonable time s for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises, and request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the lease.

Such entry may be for: repairs, esti mating repair or refurbishing costs; pest control preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilitie s; removing or rekeying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing apartment to prospective tenants (after vacating notice has been given); or insurance agents; or other valid business purpo ses.

XVI. NON-LIABILITY. The Tenant acknowledges that any security measures provided by the Landlord shall notbe

treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by the Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

XVII. LEASE COMPLIANCE. The Landlord and the Tenant have, at all times, the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. **The Landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by the Landlord and furnished to several tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.**

XVIII. DEFAULT BY THE TENANT. In the event the Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such times as in the interim, the Premises are leased by another acceptable tenant. The Tenant shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

XIX. DEFAULT BY THE LANDLORD. If the Landlord is in default of the obligations imposed by the Lease, the Tenant may terminate the Lease by following these procedures (as directed by Revised Code 5321.07): (1) the Tenant shall make written request for repair or remedy of the condition within a reasonable time, and all rents must be current at such time; after receiving the request, the Landlord shall have the reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities, (reasonable time is considered to be not more than thirty (30) days); if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, then the Tenant may deposit all rent that is due, on or before the due date, with the Clerk of Courts of the Municipal of County have jurisdiction or (2) the Tenant may give written notice of intent to terminate the Lease unless the repair is made within thirty (30) days.

XX. ENTIRE AGREEMENT. The Lease and attached Addenda listed in Paragraph XXIV are the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The Landlord or the Landlord's agents (including management personal and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord or the Landlord's agents unless done in writing. No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

XXI. SEVERABILITY. If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

XXII. BINDING EFFECT. The Lease is binding on the Landlord and the Tenant and on their respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

XXIII. NOTICES. Any notice, request, instruction, or other document to be given hereunder by either party hereto to the other party shall be in writing and delivered personally or sent by any form of prepaid mail which confirms receipt,

as follows: To Tenant at the Premises, or, following termination of this Lease; to address provided by Tenant by notice in conformance herewith; To Landlord at the address for payment of rent, as the same may be changed by landlord by notice in conformance herewith.

XXIV. **ADDENDA.** By initi aling below, Landlord and Tenant acknowledge that the following addenda and other provisions attached are a part of the Lease.

		Landlord	Tenant
■	**Inventory and Condition Form**	_____	_____
■	**Pet Addendum**	_____	_____
■	**Community Policies**	_____	_____

XXV. **ADDITIONAL TERMS AND CONDITIONS.** *[none if nothing inserted]*

EXECUTED BY Landlord And Tenant in duplicate on the day and year first written above.

LANDLORD/AGENT:

_____

NAME AND ADDRESS OF LANDLORD

_____

_____

_____

NAME AND ADDRESS OF AGENT:

_____

_____

_____

TENANT

_____

[Print name] _____

_____

[Printname.. _____

_____

[Printname], _____

_____

[Print name] _ _ _ _ _ _ _ _ _ _ _

CO-SIGNATORY

As Co-Signer, with my signature below, I agree that I fully understand I am responsible for all rent and chargeable damages, JOINTLY AND SEVERALLY, along with said Tenant. It is further understood that I shall remain responsible th rou ghout the initial term and any month to month renewal by the conditi ons of the lease or unti l the Tenant returns exclusive possession to the Landlord, whichever is the longer.

Signature Print Name Date

For Members Use Only
© 2008, Columbus Bar Association

Attachment K:

Addendum A

Community Policies and Pet Addendum

Attached to and made part of Residential Lease/ Rental Agreement for the property located at **_____, Ohio**, dated_____**, 20____**.

1. Tenant acknowledges that the Premises is within a condominium association known as The Preserve Crossing Condominium Association, and Tenant agrees to abide by the governing documents of said association, and any and all rules and restrictions of said association (which rules and restrictions are incorporated herein by this reference). Tenant acknowledges either having received or having access to said association documents.

2. Notwithstanding anything to the contrary set forth in the Lease, Tenant is hereby authorized to keep_____( ) (number of pets)_____(type of pet) on the Premises during the lease term. Notwithstanding the foregoing, authorization may be terminated sooner if Tenant's right of occupancy is lawfully terminated or if any of the pet rules listed below are violated by Tenant or Tenant's guests or occupants. Tenant agrees to pay an additional non-refundable pet fee of_____Dollars ($_____) for any and all pet-related purposes (including, but not limited, to cover any costs, both full or partial, expenses or damage caused by the pet on the Premises). Tenant acknowledges and agrees that the above-referenced pet fee is not a limit on Tenant's liability for property damage, cleaning, deodorizing, defleaing, replacements and/or personal injuries as set forth in this Lease. Only the pet described above is authorized to be kept in the Premises, and no substitutions are allowed without Landlord's written consent. Tenant is responsible for the actions of the pet at all times, and agrees to indemnify Landlord from any loss or damage resulting from Tenant's pet. Tenant agrees to abide by the following pet rules: (a) the pet will not disturb the rights, comforts and conveniences of neighbors or others in the Preserve Crossing community; (b) no pet offspring are permitted; (c) no pet shall be tied or fixed to any object outside the Premises; (d) the pet must be fed and watered inside the Premises, and no pet food shall be left outside the Premises at any time; (e) pets shall be kept on a leash and under Tenant's direct supervision at all times when outside the Premises. Tenant shall be responsible for cleaning all pet waste outside the Premises and properly disposing it in trash containers.

_____ _____

Landlord Tenant

Attachment L:

Door Manufacture: ProVia



Outside View

Product Information:

SWINGING PATIO DOOR
- Standard Package
- Tariff Surcharge
- DLA-UV Upcharge
- Lifetime Satin Nickel Flair Lockset
- Lifetime Satin Nickel Thumbturn Deadbolt
- Installation Kit with Composite Shims
- Patio Door Cladding
- Colonial 3 1/2" Poplar C
- Quarter Round (1/2" x 3/4") Poplar Shoemold
- Shoemold Finishing

- Product Options -
- Double Patio Door in FrameSaver Frame
- 72" x 80" Nominal Size - Downsized (Standard)
- Unit Size: 71 7/16" x 79 7/16"
- Frame Depth: 4 9/16"
- 2" Standard Brickmold
- Right Hand Inswing - Right Door Active (ISLO)
- Left Door Fixed
- **Patio Doors**
- 460 Style 20-Gauge Smooth Steel Door
- ComforTech DLA-UV
- Colonial Contoured Internal Grid - 2V x 4H
- Snow Mist White Grids
- Snow Mist White Inside and Outside
- **Hardware**
- All Hardware in Satin Nickel Finish
- Flair Lockset
- Thumbturn Deadbolt
- **Frame**
- Textured Snow Mist White Aluminum Frame Cladding
- Snow Mist White Inside Frame
- Mill Finish ZAC Auto-Adjusting Threshold (5 5/8" Depth)
- Satin Nickel Ball Bearing Hinges
- Snow Mist White Sliding Patio Screen w/Fiberglass Mesh
- Installation Kit with Composite Shims
- Security Plate
- Poplar Colonial 3 1/2" Casing - Snow Mist White
- Poplar Quarter Round (1/2" x 3/4") Shoemold - Snow Mist White

Attachment M:

Preferred Window Supplier: Rosati

Please note,you are required to submit an Exterior Modification Application Form (EMA) with the details of your windows to be installed. This needs to be submitted and approved before work is commenced. Please refer to the information below on page 48 & 49 for window specs. For an EMA, please refer to page 28.

ROSATI
WINDOWS
See the difference.

April 5, 2021

Dear Homeowner,

I would like to take this opportunity to introduce myself. My name is Brent Combs and I am with Rosati Windows, Central Ohio's only window manufacturer. We have been selected as the preferred replacement window provider for your condominium. Our reputation for high quality windows and outstanding service has been around Columbus for years. In fact, our double hung is rated the highest in the country! AAMA Grade 65.

If you are interested in upgrading the windows in your condo, please give me a call directly. I would love to stop by and look at your windows specifically. There is special pricing available for you at Preserve Crossing Condominiums. I know you will "See the Difference" Rosati Windows can make! To arrange for a private consultation, or if you just have questions, please call me at 614-348-8222.

I look forward to hearing from you soon.

Brent Combs

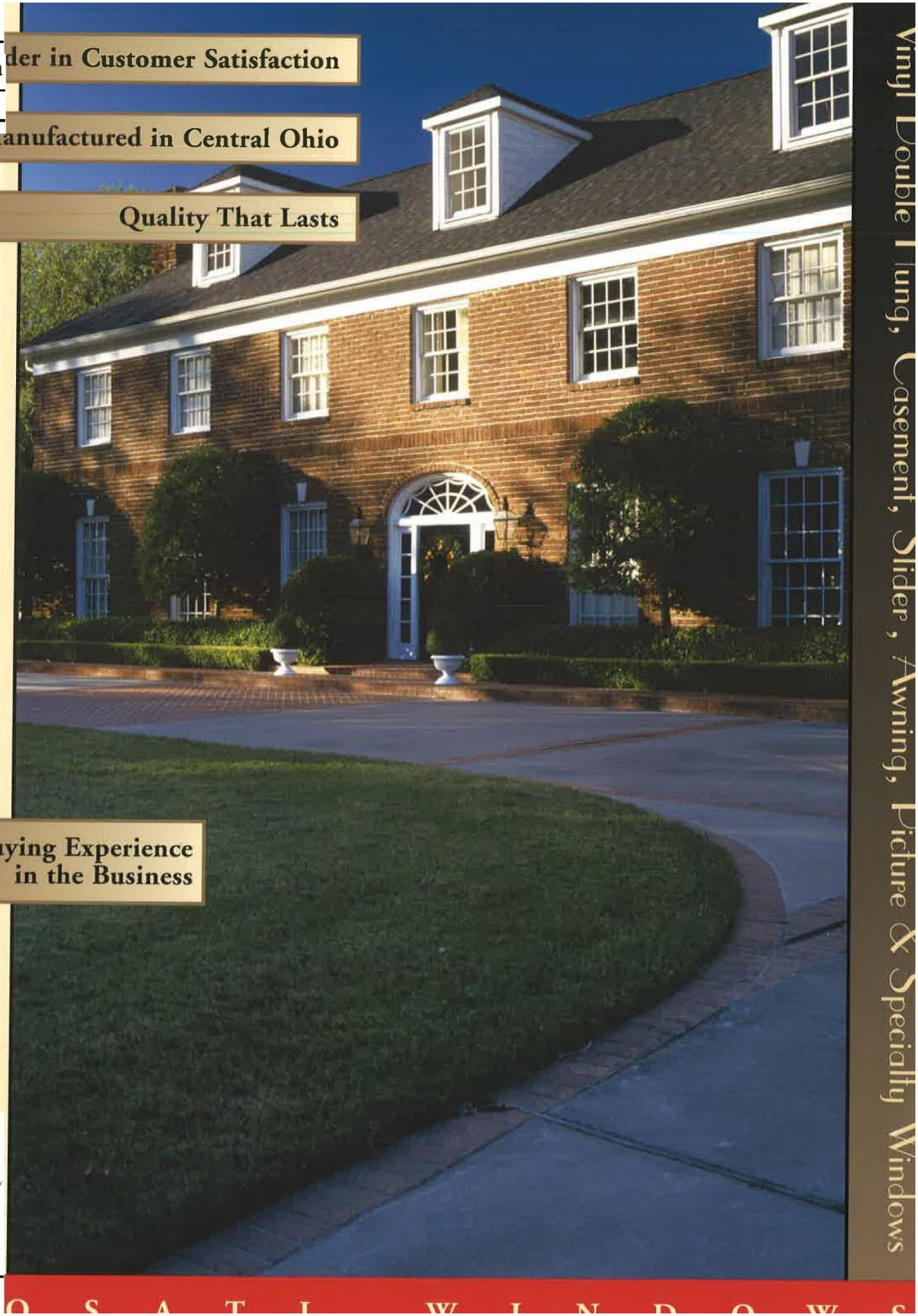
Sales Manager

Rosati Windows

614-238-8222 – mobile

614-777-4806 – office

bcombs@rosatiwindows.com


Lea der in Customer Satisfaction
Manufactured in Central Ohio
Quality That Lasts
BestBuying Experience in the Business
Vinyl Double Hung, Casement, Slider, Awning, Picture & Specialty Windows