Victorian Gate Condominiums Association

Handbook

THE VICTORIAN GATE CONDOMINIUMS ASSOCIATION HANDBOOK

Fees, terms and conditions contained in this handbook are subject to change without notice.

This booklet includes the community rules and regulations adopted by the Board of Directors. It contains specific rules and regulations authorized by the Declaration and Bylaws of the Victorian Gate Condominiums Association. It is subject to change by action of the Board of Directors.

This booklet is designed to assist all unit owners in understanding the Rules and Regulations under which the Association operates. We believe that these Rules and Regulations are necessary in order to maintain a high-quality residential community. This community is intended to be primarily an owner occupied community.

The Association is governed by: (1) the statutory law of the State of Ohio regulating the creation and operation of Condominiums, currently Chapter 5311 of the Revised Code of Ohio; (2) the Condominium Declaration and Bylaws.

This is not a substitute for the Declaration and By-Laws, which should be read and understood by every unit owner. In the event of a conflict between this handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities or an interpretation of rules should be directed to the Board of Directors via The Case Bowen Company.

Please note these Rules and Regulations apply to tenants as well as owners. If you are renting your unit, you are obligated to provide your tenant with a copy of this Handbook.

NOTE: This handbook is published solely for the Victorian Gate Condominiums Association as a service provided by The Case Bowen Company. The material presented herein is intended to provide general information for residents of the Victorian Gate Condominiums. Any reproduction of the material or formatting of this handbook may be a violation of copyright law. Please seek written permission from The Case Bowen Company and the Victorian Gate Condominiums Association Board of Directors before using any of the material contained herein.

Current as of November 2015

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THE VICTORIAN GATE CONDOMINIUMS ASSOCIATION

COMMUNITY RULES AND REGULATIONS

BOARD OF DIRECTORS

By Ohio Law, all Condominium communities must have an association of its owners and a Board of Directors to provide the services necessary for general property maintenance and long-term obligations. The owners' condominium dues or fees provide the money to pay for these services and to save for major future expenses.

The Board of Directors has the power and authority under Ohio law and the provisions of the Declaration and Bylaws to govern the operation and management of the Association's affairs. The Board of Directors generally consists of Unit Owners, elected by fellow Unit Owners as provided for in the Bylaws. Initially, there will be three (3) directors, which number will later be expanded to five (5).

The terms of the five Directors shall be staggered so that the terms of at lease one-fifth (1/5) of the Directors will expire and successors will be elected at each Annual Meeting of the Association. Thereafter, at such annual meetings held at a time to be determined by the Board of Directors not to exceed nine months between meetings, successors to the Director or Directors whose term(s) then expire shall be elected to serve a three-year term. Each Unit shall be entitled to the voting power equal to its undivided share in the Common Elements.

The Board of Directors shall have the right, power and authority to suspend the voting rights of a Unit Owner (or member) during any period in which they are in default in payment of Condominium fees, charges, or any assessment levied by the Association.

The Board of Directors meets regularly and any Unit Owner is welcome to attend these meetings either to comment or merely observe. If interested, please call The Case Bowen Company to find out the meeting time and location and to be placed on the agenda if you would like to participate in the meeting. The Board of Directors will send notification of the Annual Meeting to Unit Owners.

PROFESSIONAL MANAGEMENT

Under direction of the Board of Directors, a professional management agreement has been established with The Case Bowen Company. The Case Bowen Company will monitor all maintenance activities and is responsible for collecting all monthly assessments from Unit Owners and maintaining all official financial documents.

TELEPHONE NUMBERS

MANAGEMENT COMPANY
The Case Bowen Company (614) 799-9800
Kimberly Wolford ext. 30
kwolford@casebowen.com
6255 Corporate Center Drive
Dublin, Ohio 43016
www.casebowen.com

ANSWERING SERVICE FOR CASE BOWEN AFTER HOURS EMERGENCY
(614) 265-1746

POLICE/FIRE DEPARTMENT
Emergency 911
Police - Non-emergency (614) 645-4545

INSURANCE CLAIMS The
Case Bowen Company (614) 799-9800
Kimberly Wolford ext. 30

FRANKLIN COUNTY DOG WARDEN (614) 462-3400

HEALTH DEPARTMENT
Columbus Health Department Environmental Division
for trash and dog feces (614) 645-8191

TOWING ISSUES
The Case Bowen Company (614) 799-9800
Kimberly Wolford ext. 30

TRASH COLLECTION
City of Columbus Refuse Division (614) 645-8774

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FINANCIAL MATTERS

ASSOCIATION DUES:

Each Unit Owner by acceptance of a deed to a Unit agrees to pay fees to the Association for operating assessments (normal Condominium fees), special assessments for capital improvements, and special individual unit assessments as deemed necessary by The Board of Directors. These assessments shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and occupants and for the best interests of the Condominium property.

Association dues are payable to the **Victorian Gate Condominiums Association** on the first of each month. Dues should be sent in the pre-addressed envelopes provided by The Case Bowen Company. A late charge of $15.00 will be added to any account delinquent after the tenth (10^{th}) of the month. Direct pay for Association dues is available through The Case Bowen Company. You may contact The Case Bowen Company directly for information and application materials.

APPLICATION OF PAYMENTS:

The order by which payments are applied is set forth in the Declaration and repeated here for your benefit. The Association shall credit all payments received by the unit owner in the following priority:

1) To interest,
2) To administrative late fees,
3) To collection costs, attorney fees, and paralegal fees,
4) To the principal amounts owed to the Association for common assessments, enforcement assessments, penalty assessments or any other charges owed to the Association

RETURNED CHECKS (NSF):

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

a. Charged back to the individual's account.
b. A $30.00 handling fee will be charged to that account.
c. Checks will be held until a replacement check has been cleared for payment. **NSF checks will not be re-deposited.**

DELINQUENCY POLICY ON FEES AND ASSESSMENTS:

Revised 5/19/09

1. Upon ten (10) days delinquency, a delinquency notice is sent by The Case Bowen Company and the Unit Owner's account is assessed a $15.00 late charge per month for each month that there is a balance on the account.

2. Unit Owners who have an outstanding balance with the condominium association at the time parking passes are renewed will not be issued parking passes until their account is brought current.

3. Upon thirty (30) days delinquency, a demand letter is sent to the Unit Owner. The delinquent Unit Owner is assessed for this notice and it becomes a valid charge

to the unit, which is subject to late charges and other collection actions.

4. A lien is filed when the Unit Owner's account is over sixty (60) days delinquent. The delinquent Unit Owner's account is charged for fees incurred when a lien is filed. The Unit Owner will be sent a monthly statement of their delinquent account.

5. It is the Association's policy of automatically beginning foreclosure procedures when a unit owner is more than five hundred dollars ($500.00) in arrears over ninety (90) days. If foreclosure is initiated, attorney fees are added to the Unit Owner's account. Any additional costs or attorney fees incurred are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

UTILITIES:

Unit Owners are responsible for maintenance and payment of their own gas, electric, cable television, telephone and for calling to initiate service on the date of possession. Water service will be sub metered and billed separately to the Unit Owner. Notification to the sub meter contractor will be handled by The Case Bowen Company when notified by the title company that Unit has closed.

CONDOMINIUM INSURANCE

The Association's Board of Directors has insurance for all buildings and common elements against loss or damage by fire, lightning, and such other perils. In addition, the Board of Directors will maintain a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision. Should a Unit Owner need to file an insurance claim, please contact a Board Member or the Case Bowen Company at (614) 799-9800, ext. 30.

It is the Unit Owner's responsibility to obtain insurance for the interior of their Unit and for the contents of their Unit. To the extent that the Association's insurance covers permanent improvements and built-in fixtures and equipment originally installed as part of the Unit, then the insurance obtained by the Unit Owner with respect to improvements within his or her Unit shall be limited to "tenants' improvements and betterments" coverage. It is also the Unit Owner's responsibility to obtain liability insurance covering occurrences within an individual Unit or that Unit's Limited Common Elements.

INSURANCE ITEM	ASSOCIATION	UNIT OWNER
Building Exterior	X	
Common Area Liability	X	
Structural Components	X	
Interior Liability		X
Personal Property		X
Auto Theft/Damage		X

VICTORIAN GATE
CONDOMINIUMS ASSOCIATION
GENERAL RULES

MIXED USE CONDOMINIUM

The Condominium is a mixed-use project meaning several of the Units are used for commercial or professional uses rather than for residential purposes. The Declaration provides more detail on the number of Units used for commercial purposes and the permitted uses for such Units.

DECLARATION AND BYLAWS

Every Unit Owner should receive a copy of the Condominium Declaration and Bylaws at the closing of his Unit. The Declaration and Bylaws have provisions which govern the Association. You should acquaint yourself with these documents.

RULES AND REGULATIONS

The Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish rules and regulations governing the use of the Common Elements and Limited Common Elements and the personal conduct of Unit Owners, occupants, and their guests. The Board of Directors also has the power and authority to establish and levy enforcement charges for the violations of the rules and regulations. Each occupant has the duty to understand the general rules and regulations that have been established for the welfare and harmony of all occupants, as well as for the protection of the complex. **Rental residents should receive a Handbook so that they are familiar with the Condominium Rules and Regulations. Additional copies are available from The Case Bowen Company.**

MODIFICATION OF THE RULES AND REGULATIONS

These Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Directors without any prior notification to Unit Owners, occupants or prospective Unit Owners who are under contract to close.

MODIFICATION OF THE DECLARATION AND BYLAWS

Although there are exceptions, the Declaration and Bylaws may generally be amended or modified with an affirmative vote of the Unit Owners having no less than 75% of voting power for any amendment to be added to the Declaration and Bylaws and an affirmative vote of 51% of Eligible Mortgage Holders (as defined in the Declaration). Chapter 5311 of the Ohio Revised Code allows the Board to amend the Declaration and Bylaws under any of the following conditions without first obtaining the approval of Unit Owners and Eligible Mortgage Holders, 1) to bring the declaration into compliance with Chapter 5311, 2) to meet the requirements of lending institutions and insurance underwriters and 3) to fix any grammatical or factual errors. Although the Board may change these Rules and Regulations by vote of the Directors, they do not have the authority to make any rules that conflict with the Declaration and Bylaws.

COMMON ELEMENTS

Those portions of the Condominium that are not a part of the Units are called “Common Elements” under the Condominium Act.

PURPOSE:
The Common Elements are for the sole and exclusive use, benefit, and enjoyment of all Unit Owners, occupants, and their guest and invitees and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Elements in such a manner as to disturb others.

SAFETY:
This is a private residential area and no trespassers, solicitors or unauthorized vehicles are permitted. To help prevent criminal activities within our complex, be alert to unusual activities, suspicious individuals or vehicles. If needed, notify the proper authorities immediately.

DAMAGE:
Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by negligent or intentional acts by the Unit Owner, occupants, or guest/invitee of any Unit Owner or resident.

PERSONAL EFFECTS:
All personal property, such as lawn chairs, bicycles, tables etc. must be placed inside the Unit or in the garage, if applicable, when not in use.

No signs, awnings, canopies, shutters, television/CB/radio antennae, or any other device or ornament may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, or roofs, except with Board approval. A variance request may be submitted in writing to The Case Bowen Company for the Board’s consideration to approve or disapprove.

PROHIBITED ITEMS:
The following items, though not all inclusive, will be strictly prohibited in any Common Element of the Victorian Gate Condominiums: window air conditioning units, open flame grills on porches, balconies, hallways or within 10 ft. of a structure, propane storage tanks larger than 5.4 gallons (2 – 2.7 gallon tanks), any type of statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, mounted hose reels, laundry poles/clothes lines or other such items.

LIMITED COMMON ELEMENTS

Portions of the Common Elements are reserved for the exclusive use of the owners and occupants of a particular Unit. These areas are designated as “Limited Common Elements.” The Limited Common Elements which may be appurtenant to each unit may consist of the Unit’s garage (if any), the front porch or stoop, front sidewalk and/or balcony or terrace.

PETS

Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. The Franklin County Animal Control ordinances clearly mandate that **pets are to be under leash control**. The Common Elements are for the enjoyment of all occupants. These areas cannot be fully enjoyed if animal waste is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions of the Association Declaration and Bylaws, the requirements of the Franklin County Animal Control ordinances, and also outline the remedies available to the Association to deal with residents failing to comply with these rules:

1. All pets must be walked on a leash not more than six (6) feet in length and are not permitted to be in the Common Elements or Limited Common Elements unattended. Additionally, pets are not to urinate or defecate in the center courtyard known as Victorian Gate Way. Fines and assessment charges will be levied against any owner found to be in violation of this provision.

2. No animal pens or houses are permitted in Common Elements or Limited Common Elements and no pets shall be tethered outside in the Common Elements or Limited Common Elements.

3. Animal waste must be cleaned up immediately. Unit Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the condominium property upon written notice by the Board of Directors. Unit Owners will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit Owner's or occupant's pet(s).

4. The cost of repairing damage done to the Common Elements and Limited Common Elements by a pet(s) will be a special individual Unit assessment against the Owner of the Unit responsible for the pet that caused the damage.

5. Unit Owners and residents will be required to take action to prevent their pets from annoying others and being a nuisance.

6. Pet owners may be assessed an enforcement charge for violation of these policies. (Pets may be ejected at the discretion of the Board of Directors if they become a nuisance.)

7. Unleashed and/or free roaming dogs and cats should be considered "strays." Their behavior is unpredictable and possibly dangerous, especially to children. Please report all strays to the Franklin County Dog Warden at 462-3400.

8. Please note that the Columbus Health Department will be called if there is a problem with animal feces.

PARKING/VEHICLES

UPDATED: August 2012

The most important issue facing residents, tenants and guests at the Victorian Gate Condominiums Association is the issue of vehicle parking. Please make a point to familiarize yourself with the parking rules and regulations.

677 N. High Street unit parking:
There are eleven (11) parking that are for use by 677 North High Street (at the time of this writing the space is occupied by Chase Bank) during its business hours. 677 North High Street has permission to use these spaces per an easement in the condominium Declaration. During business hours these spaces are monitored by Chase employees and vehicles not belonging to customers *will be towed at the vehicle owner's expense without warning*. During non-business hours, these parking spaces are for exclusive use of Victorian Gate Condominium residents displaying an appropriate parking permit. Vehicles not displaying these permits will be towed at the vehicle owner's expense without warning. As of this writing the posted business hours are M-F 9:00 AM – 6:00 PM and Sat. 9:00 AM – 2:00 PM.

Areas monitored by the City of Columbus Traffic & Parking:
Given the urban setting that abuts Victorian Gate there are several areas of public parking that have a parking meter or need a special permit issued by the City of Columbus. These parking areas are located on Buttles Avenue, North Park Street, West Russell Street and North High Street. As of this writing a permit allowing you to park in these areas is currently $25 per year and is marked "VG." The permit allows the vehicle to be parked in the metered space without paying between the hours of 6:00 PM and 10:00 AM. The Victorian Gate Condominiums Association has no authority over these areas and any permit issued by the condominium association is VOID in these parking areas.

Victorian Gate Parking Areas:
All of the parking areas at Victorian Gate (Wall Street Alley, West Lincoln Street and the Parking Lot) are Common Area, thus they are for the use of residents, tenants and guests. Because of their status as Common Area the Board of Directors has the authority, through the condominium Declaration and Bylaws, to adopt reasonable rules and regulations regarding how the Common Area is to be used. Additionally, the Declaration and Bylaws also allow the Board of Directors the ability to adopt rules specifically relating to parking at the Victorian Gate Condominiums. The parking areas are monitored 24 hours a day, seven (7) days a week by Shamrock Towing.

Guests:
Residents are responsible for controlling their guests' parking and for informing them of these restrictions to prevent the inconvenience of their vehicle being towed. Guest permits will not be issued for any of the Victorian Gate parking areas.

Parking permits: The Board of Directors will issue the proper parking permit to be used in the Association's parking areas. The policy for parking permit distribution is:

1 bedroom = 1 permit
2 & 3 bedroom = 2 permits

Parking permits must be transferred to the new owner when a condominium is sold. Due to abuses of the parking permits, the Board only prints the required number of permits thus no extra permits are printed. It is your responsibility to ensure you have received the permits and that you do not lose them. It is in the Board's discretion to determine whether they will print extra parking permits should enough be lost to warrant replacement. The amount charged to each unit owner of a lost permit will be the cost of printing new permits and will fluctuate based on the price per unit of the permits.

Motorcycle parking: The Association has identified a limited number of motorcycle parking spaces. These parking spaces are available on a first-come first-serve basis for those motorcycles displaying

an approved motorcycle parking permit. To obtain a motorcycle parking permit the motorcycle owner must either (a) exchange one of his/her vehicle parking permits for a motorcycle parking permit, or (b) purchase an additional motorcycle permit at an annual cost to be determined by the Association/Board. At the time of this writing, the cost for a motorcycle permit is $250 per year. Purchasing a permit does not guarantee you a parking spot. All other vehicle parking regulations & restrictions cited in this policy also apply to motorcycles.

Bicycle parking: The Association has identified a limited number of bicycle parking spaces. These spaces are available on a first-come first-serve basis. To access these spaces the bicycle owner must obtain a bicycle permit. Bicycle owners are responsible for bicycles parked on these racks; the Association assumes no responsibility or liability for any loss or damage to any bicycle. Bicycle racks will be monitored on a daily basis, and bicycles without permits, or bicycles parked in any other area common area not attached to an approved bicycle rack will be removed. The Association will not be responsible for replacement of any bicycle chain or lock that is broken during such removal. Bicycle owners will be fined for storage of any bicycles removed by the Association for parking violations.

The following is NOT permitted at any time on the grounds of Victorian Gate and will cause vehicles to be towed at the owner's expense without warning:

1. Parking in illegal spaces or non-designated spaces, including but not limited to the lawns, on main roadways, at entrances to the parking lot, blocking garages, the ends of the parking islands or along the Fitness Center wall.
2. Parking in the spaces reserved for ***Chase Bank*** customers during hours that the bank is open
3. Vehicles without the **current** Association issued parking permit. (Must be visible!)
4. Vehicles that appear to be abandoned, which are parked in Common Area or Limited Common Area for more than 48 consecutive hours
5. Vehicles with expired license plates.
6. Boats, trailers, motor homes, trucks (larger than 3/4 ton pickup), travel trailers, or any vehicle with commercial advertising
7. Inoperable vehicles.
8. **Lending/Leasing the parking permit to people who live in surrounding residences.**

Additionally, if a tenant is found to be violating the above rules, the Board of Directors can evict the tenant under provisions of Ohio Revised Code 5311.

Commercial moving vans that are conducting business and commercial trucks that are in the area to perform service or repair work are authorized to park in the areas designated. If a contractor's vehicle is on the property, you are encouraged to contact Shamrock Towing at (614) 882-3555 to prevent towing

REMEMBER: It is your responsibility to make sure the permit is visible at all times. The Association will not reimburse owners if their vehicle is towed.

The speed limit within the Association is 5 miles per hour. Reckless operation and excessive speed is prohibited.

Violation of these parking regulations will result in the vehicle being towed without warning at the vehicle owner's expense.

TRASH COLLECTION

All trash is to be properly disposed of and placed in dumpsters. Trash is not to be left on top of the dumpsters or left on the ground near the dumpsters. Large boxes should be crushed and broken down before being put into the dumpsters so they don't take up so much room.

Also, once a dumpster is full to the point that the lid cannot be closed, no more trash should be loaded on top. Additional trash should be taken to a dumpster that is not so full. Violators who leave their trash on the ground next to the dumpsters or anywhere else on the Condominium Property will be subject to the Rules Enforcement provisions of the handbook.

Christmas trees, construction materials, discarded appliances, carpeting furniture or other large household goods are to be disposed of by calling the City of Columbus Bulk Trash Pick Up at (614) 645-8774. These items are not to be deposited in the dumpsters, nor are they to be left in the Common Elements or left sitting in the other dumpster areas. Those caught depositing large items (any item that will not be picked up by the Sanitation Department during regular pickup, such as appliances, furniture, carpeting, construction materials, Christmas trees, household goods) will be subject to the Rules Enforcement provisions of the Handbook.

Owners or occupants of the commercial Units (rather than the Association) shall contract for and obtain trash services for the commercial Units. Owners and occupants of commercial Units are prohibited from using the dumpsters or trash receptacles for the use of non-commercial Units.

COLUMBUS HEALTH DEPARTMENT

If your neighbor has a chronic problem with trash or dog waste, you can report him to the Columbus Health Department. A citation will be given and if they are a repeat offender, the individual will have to appear before the environmental court. The telephone number is 645-8191.

GARAGES & GARAGE TRANSFERS

In order to maintain an orderly and harmonious appearance and for safety and security of all occupants, garage doors are to be kept closed when the garage is not in use. Flammable and combustible fluids should not be stored inside the garage at any time. Propane tanks larger than 5.4 gallons (2 -2.7 gallon tanks) may not be stored in the garages at any time.

Per rule of the Board of Directors, the two unit owners interested in a garage transaction are encouraged to use the law firm of Williams & Strohm to prepare the garage transfer amendment. If not, having legal counsel consult with them so as to understand the process is required. As part of the garage amendment transaction the owners are also required to provide a copy of the purchase contract to Williams & Strohm whether you hires them or not. Garage amendments are approved by the Board of Directors.

MAINTENANCE AND REPAIR

The Association shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit.

The Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof, nor for the removal of snow and ice from the Limited Common Elements or components thereof.

The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements that are a part of the Common Elements, including the Limited Common Elements.

Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that his Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screen doors and garage doors, including the frames, sashes and jambs, and the related hardware thereof. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner, occupant or guest, or exists as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. **Please refer to page 20 for a checklist of common maintenance responsibilities.**

ARCHITECTURAL CONTROL

No modifications, changes, additions, or improvements to the exterior of the unit buildings, Common Elements and Limited Common Elements may be made without prior approval of the Board of Directors of the Association. Variance applications are available from The Case Bowen Company. Requests must be submitted in writing to The Case Bowen Company.

Impairment of Structural Integrity of Buildings: Nothing shall be done in any Unit nor in or on the Common Elements which would impair the structural integrity or would structurally change any of the buildings.

No alterations may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board of Directors.

ARCHITECTURAL REGULATIONS

1. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to, change, or alteration therein be made until the following has been approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion:
    - the contractor(s),
    - the plans and specifications showing the nature, kind, shape, height, materials, color and location of the structure or improvement.

2. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative, in its sole, or unless the same is authorized by existing rule or regulation adopted by the Board.

3. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

INTERIOR ARCHITECTURAL REGULATIONS:
The Board of Directors recognizes the desire for residents to improve the interior of the Unit by refinishing bathrooms, bedrooms or the entire Unit. However, because of the lack of parking and close proximity of neighbors, the following guidelines are in place to insure the proper atmosphere. Before any work begins on a Unit, the owner shall forward to the Board of Directors a signed “Contractor Acknowledgement Form” (page 23 together with the documents listed in guideline #5 below). Failure to submit the required materials and adhere to the guidelines will subject the Unit Owner to the “Rules Enforcement” provisions of the Association.

The Interior Architectural Guidelines are as follows:

1. All contractors are to be familiar with all pertinent local, state, and federal building codes before beginning work on any Unit
2. All interior construction will be limited to the hours of 8:30 AM – 4:30 PM, Monday thru Saturday, but no interior construction may take place on federal or state holidays, except President’s Day, Martin Luther King, Jr. Day, Columbus Day and Veteran’s Day.
3. All contractors, regardless of where the Unit is located, must follow the established rules for parking. If a contractor is illegally parked or blocking other occupants, they will be towed.
4. All construction debris needs to be hauled off site on a daily basis and not

placed in the Association dumpsters. Any contractor found to be violating this rule will be subject to a $500.00 fine.

5. All contractors doing work at the Victorian Gate Condominiums, must send copies of the following paperwork along with a signed acknowledgement form to the Association:
    a. Proper permits for the work being done (if applicable)
    b. Liability Insurance and Workers Compensation Certificates (even if a sole proprietor)

STORM DOORS AND WINDOWS:

Home Depot and Lowe's offer several models of storm doors that can be submitted for approval by the Board of Directors. Please make sure the storm door model you submit is at least, 36" x 80", and has either the option of self-storing or is a full view door. The color of the door and the hardware are specific and must be adhered to at all times. Please do not install a storm door without Board approval; if it does not meet the minimum specifications, the Board can have it removed.

Unit Owners are not permitted to install exterior storm windows over existing windows, which are more than adequate for normal thermal insulation. If you desire extra window protection, interior wood plastic windows may be used.

FRONT DOORS:

It is the Unit Owner's responsibility to care for the front doors and their frames. The front door must be painted on a regular basis. For your convenience, the frame will be treated as "trim" and painted when the trim is painted. Brushed metal kick plates and doorknockers are permitted within the Condominium Property.

GRILLS:

Open flame gas or charcoal grills are prohibited on the Common Elements and Limited Common Elements (porches, balconies and hallways), except in the Limited Common Elements of a commercial Unit using a grill in connection with the operation of a restaurant.

EXTERIOR LIGHTS:

The exterior lights on the front or rear of the buildings cannot be changed.

ELECTRIC INSECT KILLERS:

Electric insect killers are prohibited on the Condominium Property.

WINDOW COVERINGS:

Appropriate window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off white, beige, or a similar shade on the exterior side. All window coverings must be of a kind that are manufactured or made specifically for that purpose.

SIGNS:

No sign of any kind shall be displayed in the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of four square feet in size, advertising the Unit for sale or rent; (iii) on the Common Elements

any model Units advertising the sale of Units by the Developer during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Developer; (iv) with respect to commercial Units only, on the Common Elements and doors leading from any commercial Unit directly to the Common Elements, signs visible to the public and alerting the public as to the occupant of the respective commercial Unit; and (v) other signs approved by the Board. No hand written signs are permitted of any kind. The Association shall confiscate illegal signs. Confiscated signs may be retrieved with 30 days after payment of a $10.00 penalty per sign.

Political signs are permitted to be affixed on the inside of a Unit's window, however, the sign must be removed within 24 hours of the poll's closing on Election Day.

FLOWER POTS:

a) A maximum of two (2) flower pots are permitted on the porch or balcony per Unit. They may not be placed in any lawn area. Pots should be of color and/or pattern that is complimentary to the building and community and no larger than 18 inches in diameter and 18 inches in height. Pots must be maintained during the growing season and stored for winter. Flowerpots **may not** be hung from the soffits or from the gutters.

b) A metal hanger to hold flower pots/planters may be mounted on the wood trim of a Unit. The hanger must be of color and/or pattern that is complimentary to the building and community.

1. The hanger will not be hung on the vinyl siding, and must not be mounted so as to obstruct the normal maintenance of the grounds and buildings.
2. The hanger will be the personal maintenance responsibility of the Unit Owner, and the Unit Owners will assume the responsibility of any damage to the building caused by the mounting of the hanger.

c) Owners of commercial Units may seek Board approval for a variance of this rule.

HOSE REELS/HOSES:

Unit Owners' hose reels and hoses must be stored out of sight when not in use and must be stored inside for the winter.

FLAGS:

a) One flag may be flown at anytime adhering to normal flag protocol.

b) College flags or professional team flags may be flown on game day during the appropriate season.

HOLIDAY DECORATIONS:

a) Christmas lights and decorations are permitted to be placed in the Common Elements, Limited Common Elements, and/or building exteriors provided that the installation of the decorations do not damage Common Element and Limited Common Element trees, building roofs, gutters or siding. They may be displayed after Thanksgiving Day, and must be removed no later than January 15th of the following year.

b) Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

OTHER EXTERIOR ITEMS:
The Board of Directors in advance of installation must approve any other exterior items not covered in the above guidelines.

LANDSCAPE CHANGES/ADDITIONS

If you are interested in adding trees, shrubs or any other permanent landscape material in the Common Elements and/or the Limited Common Elements, detailed plans must be submitted in advance for written approval. Contact The Case Bowen Company for information and procedures.

The remainder of this page intentionally left blank.

SOLICITATION AND GARAGE SALES

Solicitation is not permitted within the Condominium Property. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board as a community activity. For further information, contact The Case Bowen Company.

DISTRIBUTING MATERIALS AND PICKETING

No person shall engage in the distributing of any materials on any portion of the Common Elements without prior written consent of the Board. Additionally, no person shall engage in any demonstration on any part of the Common Elements, including but not limited to picketing of any Unit or any facilities which compromise the Condominium Property, marching on the Common Elements, carrying signs or gathering for the purpose of demonstrating without prior written consent of the Board.

RENTAL/LEASING

No Unit or part thereof shall be rented any period of less than thirty (30) days; or rented to roomers or boarders, that is, rented to one or more persons of a portion of a Unit only.
No lease may be less than an entire residential Unit. Any lease agreement shall be in writing, shall provide that the lease be subject in all respects to the provisions and to the rules and regulations listed in this Handbook and in the Declaration, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease and subject to eviction proceedings based on Chapter 5311 of the Ohio Revised Code. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing:

- All of the names of the tenant and/or tenants and the time during which the lease term shall be in effect.
- Home and work telephone numbers to reach the tenant in case of emergency
- Unit Owner’s phone and work telephone numbers in case of emergency

In 2014 Victorian Gate Board of Directors passed an amendment that is filed with the Franklin County Recorder's Office, Instrument Number 201405300067170, that restricts the total number of rentals in the community to be no more than 35% of 159 units (56 units). For a copy of the full amendment, please turn to page 25 of this handbook.

USE

Except as otherwise specifically provided in the Declaration, no residential Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees

coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Developer to maintain, during the period of its sale or rental of Units, but for no longer than a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes, provided, that Developer may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a two year period of time from the time of the closing of the first sale of a Unit in the property so added; and (iii) one or more Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.
There are three commercial Units in the Condominium. The Unit Owners of commercial Units are members of the Association. The commercial Units are to be used only for commercial or professional purposes.

COMMON WALLS

The cost of reasonable repair and maintenance of a common wall shall be shared by the Unit Owners who make use of a common wall, except when the need for such repair is caused by or results from the negligent or willful act of one Unit Owner, then the negligent Unit Owner shall be solely responsible for the cost of such repair and maintenance.

OFFENSIVE ACTIVITY

No noxious or offensive activity shall be conducted in any Unit, or upon the Common Elements or Limited Common Elements, nor shall any unit be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

CHILD SAFETY AND LIABILITY

Under Ohio law, parents are liable for damage to property caused by their children up to $3,000.00. Parents are responsible for their children's behavior and safety while playing or congregating in the Common Elements. Very young children should not be left to play in these areas without adult supervision.

MOVING RESPONSIBILITIES

If you are moving it is very important to contact The Case Bowen Company to inform them of the new owner of record. It is the Unit Owner's responsibility to make certain all Condominium dues are current. It is also the Unit Owner's responsibility to give the Association's Declaration and Bylaws to the new owners and this copy of Victorian Gate Condominiums Association Community Rules and Regulations. Envelopes and payment coupons will then be mailed to the new owner after closing. The new owner should use the old envelopes and coupons until the new set arrives.

RULES ENFORCEMENT

It is the responsibility of the Board of Directors to establish and enforce these Rules and Regulations.

When the first violation of a rule is submitted in writing and signed by the Unit Owner, a "Notice to Cure by" letter is sent to the offending Unit Owner. If not cured by the date in the letter a "Notice of Intent to Levy Enforcement Assessment" letter will be sent. The Unit Owner will have ten (10) days to respond in writing to request a hearing with the Board of Directors. Failure to respond in ten (10) days or appear at the hearing will waive the Unit Owner's right to the hearing and the enforcement assessment will be charged to the Unit Owner's account.

Any Unit Owner or occupant may file a complaint citing a violation of these Rules and Regulations. A letter or the Formal Complaint Form (page 21) should be signed and delivered to the Board of Directors or The Case Bowen Company. The complaint will be investigated and processed for further action. Please be aware that you may be asked to attend a hearing to further explain your written complaint.

REPLACEMENT HANDBOOKS

The first copy of the Handbook is provided free of charge to all occupants of the Condominium Property. Additional handbooks can be purchased for $5.00 each. If you lost your handbook, please call (614) 799-9800 to order another for $5.00. This handbook should be given to the new Unit Owner upon sale of your Unit.

FITNESS CENTER ACCESS

The Fitness Center (FC) is located at 33 Buttles Avenue and is available to residents, tenants and their guests 24 hours a day, 7 days a week. The FC front door (on Buttles) and the TV equipment are alarmed 24/7. The front door should only be used in event of an emergency. Additionally, there are two security cameras located inside of the FC to monitor abuse of the equipment or break-ins. **Use of and your safety in the FC is at <u>your</u> own risk.** Please take the necessary steps to insure your safety at all times.

The Board of Directors has issued, to every unit, one (1) key fob to access the FC main door (rear parking lot). Entry to the FC is by key fob *only*. The coded lock on the door is used for administration purposes only. The responsibility to protect access to the FC is everyone's responsibility. <u>Anyone found giving their fob to non-residents, tenants or guests will be subject to the loss of privileges at the FC for a minimum of one (1) year</u>. The fob system will allow the Board to monitor access to the FC as well as address issues of theft, vandalism and improper use of gym equipment.

Additional fobs can not be purchased. Lost fobs will be deactivated and the cost to replace and re-program the new fob will be $50.00. When you move away from Victorian Gate or change tenants, it is your responsibility to see that the fob is given to the new owner or tenant. The Association will not reissue a fob to said unit.

CHECKLIST OF MAINTENANCE RESPONSIBILITIES

DESCRIPTION		OWNER	ASSOCIATION
DOORS:	Front, rear, garage: including hardware, frames, threshold, door jambs, storms, screens, openers	✓	
PARKING GARAGES **OIL SPOTS**		**B)** ✓	**A)** ✓
FENCES:			✓
HEATING/AIR CONDITIONING		✓	
LANDSCAPING:	A) Care for lawns, shrubs & trees in Common Element B) Care for lawns, shrubs & trees in Limited Common Elements	**B)** ✓	**A)** ✓
LIGHTS:	A) All exterior fixtures B) Bulbs for front & rear porch lights	**B)** ✓	**A)** ✓
PAINTING:	A) Exterior color selection B) Painting of doors	**B)** ✓	**A)** ✓
PERSONAL PROPERTY DAMAGE		✓	
PIPES:	A) Servicing more than one unit B) All other piping	**B)** ✓	**A)** ✓
ROOFS, SHINGLES, FLASHING, GUTTERS, DOWNSPOUTS			✓
SIDEWALKS			✓
SNOW REMOVAL:	A) Stoops & patio B) Sidewalks & parking lot	**A)** ✓	**B)** ✓
WALLS:	A) Exterior B) Interior	**B)** ✓	**A)** ✓
WINDOWS:	Frames, glass & screens, sashes	✓	
WIRING:	Electrical, telephone & cable - servicing one unit	✓	
FIREPLACE:	Exterior stacks		✓
CHIMNEY STACK:	Cleaning	✓	

NOTE: This list is not intended to be all-inclusive. Please call The Case Bowen Company at 614-799-9800 ext 30 for further information. Refer to warranty manual for specific items.

The remainder of this page intentionally left blank.

VICTORIAN GATE CONDOMINIUMS ASSOCIATION

FORMAL COMPLAINT

VIOLATOR(S):

Name (if known):_____

Address:_____
_

VIOLATION(S): (describe nature, location, time, date, etc.)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____
Signature

_____
Print Name

_____
Address

_____
Date

Return to The Case Bowen Company, 6255 Corporate Center Drive, Dublin, Ohio 43016-8728

VICTORIAN GATE CONDOMINIUMS ASSOCIATION

Exterior Building Improvement Application

To expedite the approval process, please provide specific information about the exterior alterations that you would like to make. Include diagrams of the proposed changes.

Name:_____

Address:_____

Home Phone: _____ Work Phone:_____

Please check the type of building improvement that you are requesting.

_____Exterior Lighting _____Storm Door _____Statuary or Planters

_____Trellis or Fencing

_____Satellite dish _____Glass block window Other_____

Please check one of the following.

_____I will do the work myself. _____A professional will do the work.

Estimated start date _____ Estimated completion date:_____

Description of alteration (Please attach separate text/diagrams, as needed):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

VICTORIAN GATE CONDOMINIUMS ASSOCIATION

CONTRACTOR ACKNOWLEDGEMENT FORM

Please read and sign below. Send all materials to Victorian Gate Condominiums Association, c/o The Case Bowen Company, 6255 Corporate Center Drive, Dublin, Ohio 43016. Please attach a business card or contact information.

TERMS AND CONDITIONS:

INDEMNIFICATION: Contractor shall indemnify the Association and its employees and agents from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work on the Project provided that any such claim, damage, loss or expense is caused in whole or part by any act or omission of Contractor, any subcontractor, and/or anyone directly employed by any of them.

INSURANCE: Prior to providing any work or materials, Contractor will obtain the following insurance and furnish the Association with certificates evidencing same covering the period Contractor is performing hereunder:

a. Workmen's compensation insurance in accordance with law and Employer's Liability Insurance with limit of $500,000; and
b. Comprehensive General Liability written on a standard ISO form, including the Association as a named insured, with a combined single limit bodily injury and property damage of $500,000 per occurrence subject to a $1,000,000 general aggregate; and
c. Comprehensive Business Automobile Insurance with bodily injury limits of $1,000,000 per person/$1,000,000 per accident and property damage limits of $1,000,000 per occurrence.

WORKSITE CONDITIONS: Contractor has thoroughly acquainted itself with the worksite to ascertain conditions and limitation. Contractor's work shall be performed with the absolute minimum interference with Association operations and Contractor shall be subject to the Association's reasonable directions in that regard. Contractor shall be liable for any loss or damage to any work in place or equipment and materials on the job site it has caused. Contractor shall provide at Contractor's expense for removal of all trash and debris relating to the Project on a daily basis and is not to use the Association's trash receptacles. The Association has the right, on twenty-four hours notice to Contractor, to employ its own forces to maintain the area and charge costs to Contractor, should the area not be adequately maintained.

ADDITIONAL PROVISIONS:

a. All contractors are to be familiar with all pertinent local, state, and federal building codes before beginning work on any unit

b. All interior construction will be limited to the hours of 8:30 AM – 4:30 PM, Monday thru Saturday, but no federal or state holidays, except Presidents' Day, Martin Luther King, Jr. Day, Columbus Day and Veterans' Day.

c. All contractors, regardless of where the unit is located, must follow the established rules for parking. If a contractor is illegally parked or blocking other residents, he will be towed

d. All construction debris needs to be hauled off site and not placed in the Association dumpsters. Any contractor found to be violating this rule will be subject to a $500.00 fine

e. All contractors doing work at the Victorian Gate Condominiums, must send copies of the following paperwork along with a signed acknowledgement form to the Association:

i. Proper permits for the work being done (if applicable)
ii. Liability Insurance and Workers Compensation Certificates (even if a sole proprietor)

I, _____, HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE GUIDELINES FOR PERFORMING WORK AT THE VICTORIAN GATE CONDOMINIUMSS.

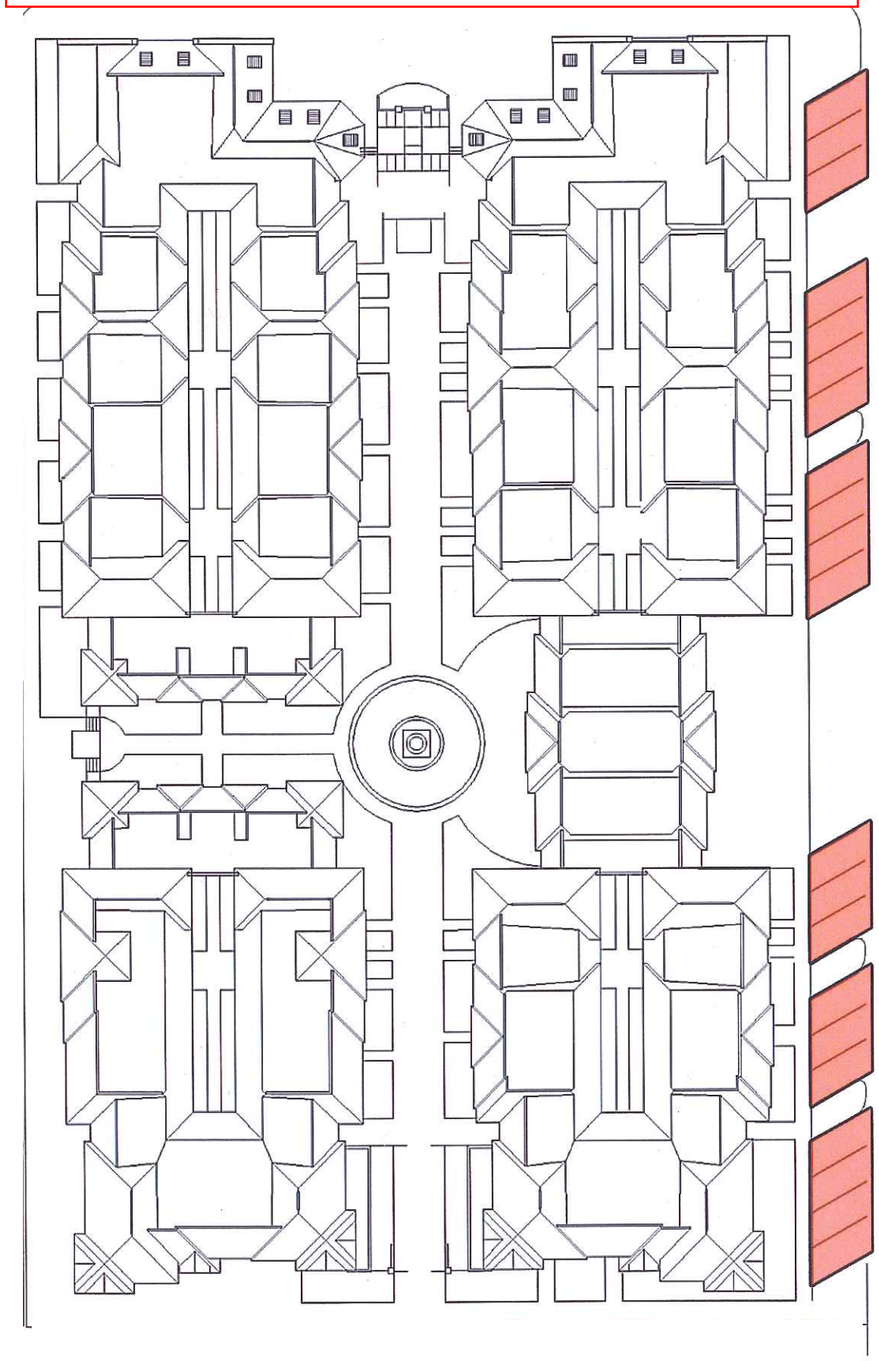
*SIGNATURE*_____ *DATE*_____

FOR OFFICE USE ONLY:

____ SIGNED CONTRACTOR FORM _____ INSURANCE CERTIFICATE _____ WORKER'S COMP CERTIFICATE

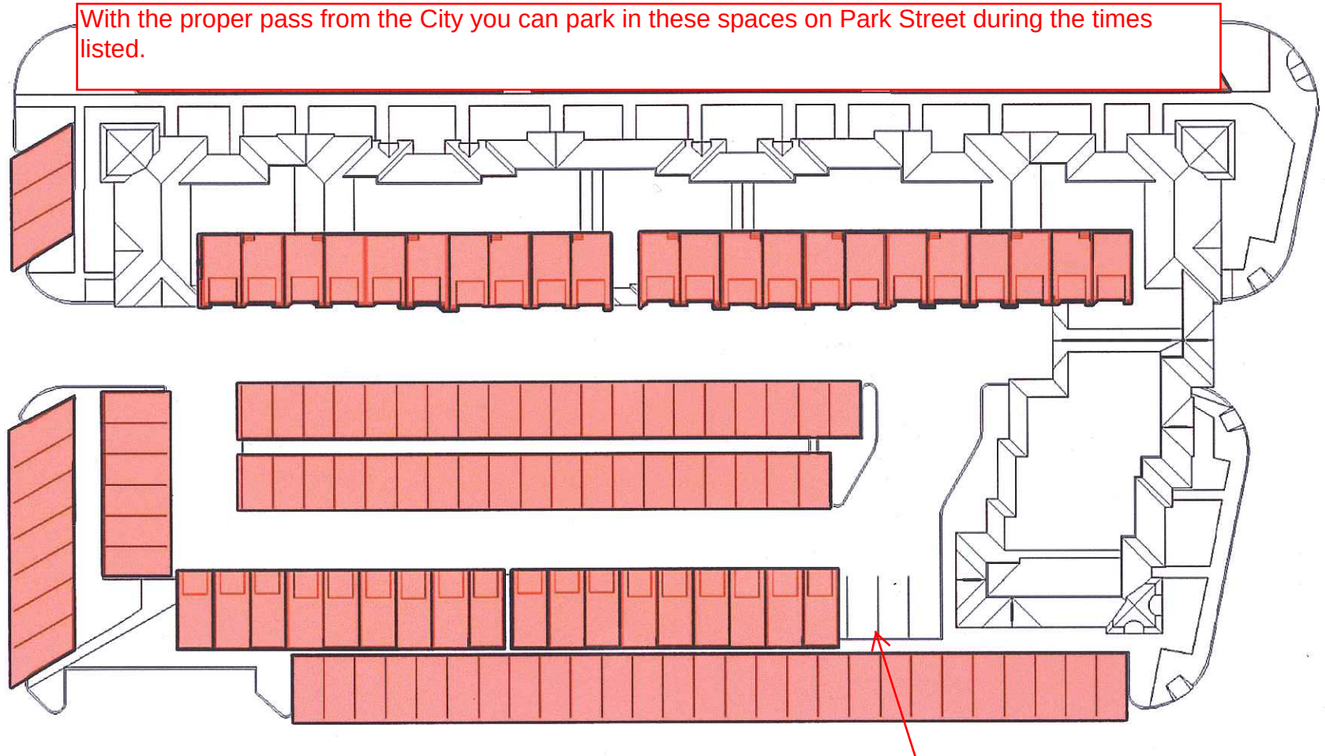
PARKING PLAN

With the proper pass from the City you can park in these spaces on Park Street during the times listed.



These spots are available when the bank is not open.

With the proper pass from the City you can park in these spaces on Park Street during the times listed.



The spaces are OK to park in with the Victorian Gate Hang Tag

Victorian Gate Condominiums Association

Application for Replacement Windows & Doors

Eff. July 2014

All owners must complete the following application process prior to replacing any windows or doors at Victorian Gate Condominiums.

STEP 1: Owner checks the appropriate option(s) below & submits to Kimberly Wolford, Property Manager, Case Bowen Co. for processing.

___ Installation or Replacement of Storm Door using Andersen Series 4000 Full View, Dual Pane, Insulating Glass, Sandstone Color, Contemporary Nickel Hardware *(Board Pre-Approved, Requires Kimberly Wolford only)*

___ Replacement of Entry Door – See attached spec sheet or contact Kimberly Wolford to obtain **Please attach copy of door specifications for review**
(Board Pre-Approved, Requires Kimberly Wolford signature only)

___ Replacement of Sliding Balcony Door or any Unit Windows using Pella Impervia Fiberglass Series, Sandstone Color product
Pella Contact: Carol_meyer@gunton.com or (614) 890-2000 x 1335 phone
(Board Pre-Approved, Requires Kimberly Wolford signature only)

___ Other - **Please attach copy of specifications for review**
(Requires board review and approval)

STEP 2: Kimberly Wolford, Property Manager, Case Bowen Co. processes as indicated below.

___ Board Pre-Approved

___ Board Approved @ Meeting Dated:

___ Board Denied @ Meeting Dated:
Reason for Denial:

Signature: _____
Kimberly Wolford, Property Manager, Case Bowen Co.

Date: _____

STEP 3: Owner forwards this signed form to Columbus Historic Commission with the Historic Commission Review Application Packet for review & approval.

Contact: James Goodman, Asst Historic Preservation Officer, Planning Division
50 W Gay St, 4th Fl
Columbus Ohio, 43215
(614) 645-7920 phone
(614) 645-2487 fax
jagoodman@columbus.gov

STEP 4: Owner forwards this signed form & Historic Commission Certificate of Appropriateness to Kimberly Wolford, Property Manager, Case Bowen Co.

STEP 5: Kimberly Wolford, Property Manager, Case Bowen Co. acknowledges receipt & authorizes work to commence.

Signature: _____
Kimberly Wolford, Property Manager, Case Bowen Co.

Date: _____

Victorian Gate Condominiums Association
C/O The Case Bowen Company
www.casebowen.com
6255 Corporate Center Drive
Dublin, Ohio 43016
614.799.9800
Fax 614.799.8338

September 6, 2016

Dear Unit Owners -

This is a very important message regarding the renting of condominium units at the Victorian Gate Condominiums Association. Please read through this message carefully and share it with any Realtors and/or prospective buyers should you be listing your condo for sale now or in the near future.

The Board has been tasked with a difficult decision regarding the current leasing limit. As of right now the current number of units rented is at 35%. This means that 56 units out of 159 are currently rented. Therefore, at the September 1, 2016 Board Meeting, the Board unanimously passed a measure that does two things:

1.) Does not allow any NEW rental units in the community. If you are currently leasing your unit, you may continue to do so.

2.) Reduces the rental limit to 30% which means that there will be no new rentals until the rental limit in the community has dropped below 30% or 48 units.

The reason for this decision is because of
- pending Federal legislation regarding condominium certification for FHA financing
- the current limitation of 35% having been met
- it is anticipated that FHA is going to lower the occupancy limit to 35%; do not want to be at risk of losing FHA financing status
- to protect the FHA status of the Victorian Gate Community
- to maintain the high values of the units in the community
- to keep insurance premiums on the master policy low

To be clear, a rental unit is one where the actual owner does not occupy the unit. If there is a family member living in the unit that is not the actual owner of record it DOES NOT count as a rental. However, proof of familial relationship may be required if the percentage of rentals is called into question by HUD.

It is imperative that you maintain the current status of your condominium with the Association. If you are leasing your unit right now the governing documents require that you submit a copy of the lease (financial terms may be redacted) to the Board of Directors through its management company. By Ohio Revised Code 5311, you are responsible for letting the Association know who is living in the unit within thirty days of an occupancy change. If you are currently leasing your unit and after a lease is terminated the unit is not re-leased within 30 days, it must be put on the market For Sale. Please, for the betterment of the community, do your part to keep the Association notified of the rental/occupancy status of your condominium unit.

There are probably several asking, "what happens if I don't comply with the rules?" The Board of Directors has the right to promulgate rules and regulations for the Association. This includes establishing rules regarding owner occupancy and the penalty for noncompliance. Unit owners who lease their unit against the rules could be subject to an enforcement assessment of $50 per day for each day the unit is leased illegally and/or eviction of the tenants. All costs associated with an eviction would be billed to the unit owner's account and subject to the Association's collection policy.

Once again we will be auditing the units to make sure our numbers are accurately reported to the proper entities. Your cooperation and attention is very appreciated.

Regards,
The Board of Directors

Victorian Gate Rental Waitlist Policy

In order to be added to the Rental Waitlist, you must be interested and able to rent your unit, should you be called upon. Contact Kimberly with Case Bowen by email at kwolford@casebowen.com with your First & Last Name, Phone Number, Email Address and Unit Address in order to be added to the rental waitlist.

Here are some FAQ's about the Rental Waitlist:

1. How can I be added to the Rental Waitlist so that I can rent my unit?

Simply reach out to Kimberly Wolford, by email at kwolford@casebowen.com and include your Full Name, Unit Address, Phone Number and Email Address.

2. How long will I be on the rental waitlist before I can rent my unit?

Unfortunately, there is not a pre-determined time frame for how long an Owner will be on the waitlist. The list only moves if one of the following occur:
a. a current rental unit sells.
b. a current rental unit opts to no longer rent their unit.
c. an Owner on the waitlist sells their unit, which in this case, they are removed from the waitlist.
d. an Owner on the waitlist is up to rent their unit, once confirmed they are able to rent, they are removed and added to the approved rental list.

3. How am I contacted when my name comes up as next in line on the rental waitlist?

We will call & email you at the phone number and email address provided upon sign up, to let you know that your name is next in line. You will need to email kwolford@casebowen.com to give your decision within 72 hours. If you fail to do so, your name will be skipped over, and we will move on to the person next in line.

4. When I am contacted, but I am not ready to rent my unit, what will happen?

If you are not ready to rent your unit when called upon, your name is simply skipped over, and we will move on to the person next in line.

Once Contacted, here are the parameters:

1. We will need to receive a fully executed lease within 60 days.
2. IUF (Information Update Form) completed and returned within 90 days.
3. No lease agreement can have a term of less than 6 months.
4. We will need all future lease copies within 30 days of execution as well as the IUF completed.
5. Renters must receive a copy of the Handbook and be advised that all rules MUST be followed accordingly.
6. Lease and IUF must be emailed to kwolford@casebowen.com