The Village at-Galloway Ridge
Community Guidelines Adopted Policy
Revisions 1/1/2022

To help maintain the warm and inviting appeal of The Village at Galloway Ridge, preservation of design standards will be maintained by the Association. This Association will review and approve all proposed, architectural changes or additions within the community. The Association, through its directors, will have the authority to revise these guidelines as necessary to meet the needs of the community. The Association also has the power to enforce the guidelines through sanctions and fines provided therein.

The Guidelines were carefully and thoughtfully created under the provisions granted by the Declaration, and Bylaws to maintain the standards of a safe, clean, and beautiful neighborhood. The Association provides this publication for all the Homeowners.

If you have any questions regarding the Community Guidelines, please feel free to contact:

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Table of Contents

Section I - Community Guideline Information..... 3

Section II - Landscaping & Snow Removal ……..... 4

Section III - Personal Property/Decorative Items/Plantings..... 4

Section IV - Exterior Alterations and Variances 6

Section V - Nuisance/Noise/Garage Doors..... 7

Section VI - Animals/Pets..... 7

Section VII - Parking Vehicles..... 8

Section VIII - Towing Enforcement…….. 11

Section IX - Speed Limit..... 11

Section X- Common Area & Community Building Use..... 11

Section XI - Trash Collection.....12

Section XII - Solicitation & Garage Sales..... 12

Section XIII - Home Sales 12

.

Section XIV - Rental Properties……..... 13

.

Section XV- Home Repairs 13

Section XVI - Association Fee Collection Procedure..... 13

Section XVII - Community Guidelines Enforcement ……..... 14

Section XVIII - Enforcement Policy…… 15

Section XIX - Appendix, Definitions & Terms..... 17

I. Community Guidelines Information

A. Scope & Purpose

These Guidelines provides general information about The Village at Galloway Ridge, briefly summarizes certain provisions of the Declaration and Bylaws, and contain the Association's rules, regulations, and guidelines. The Board may, from time-to-time, modify the rules, regulations, and guidelines contained in these Guidelines, as it deems necessary. Neither these Guidelines nor any subsequent Guidelines are a substitute for the Declaration and Bylaws, which should be read and understood by every owner and occupant.

B. Authority

1) All Guidelines have been adopted pursuant to the authority granted in the Declaration to promote harmony, to serve the best interests of the Homeowners and to protect and preserve the nature of the Property."

C. Enforceability

1) The Declaration and Bylaws authorize the Board of Directors to enforce the covenants and restrictions contained in the Declaration and Bylaws. The Declaration also authorizes enforcement of the Guidelines adopted by the Board, and provides a variety of remedies including assessments, enforcement, charges, and legal costs.

D. Applicability

1) These Guidelines supersede all previously established Guidelines adopted by the Board.

E. Relationship to Declaration & Ohio Law

1) These Guidelines expand on some general covenants and restrictions contained in the Declaration. In the event of a conflict between these Guidelines and the Declaration and Bylaws, the Declaration and Bylaws shall be controlling.

F. Board of Directors

1) The Composition of the Board of Directors is set forth in the Bylaws of the Association.

G. Professional Management

1) Under direction of the Board of Directors, the Association has entered into a professional management agreement on behalf of the Board of Directors. The property management team will monitor all vendor activities, is responsible for collecting all monthly assessments from Homeowners, maintaining all official financial documents, and handling the day-to-day operations.

H. Declaration & Bylaws

1) Every Homeowner should receive a copy of the Condominium Declaration and Bylaws at the closing of the purchase of their Home. If you do not have a copy one can be obtained, free of charge on the website of the Franklin County Recorder. The Declaration and Bylaws have provisions, which govern the Association. You should acquaint yourself with these documents.

I. Community Guidelines

1) The Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish Guidelines governing the use of the Common Elements and Limited Common Elements and the personal conduct of the Homeowners, 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 Guidelines.

J. Modifications of the Guidelines

1) These Guidelines may be amended or modified from time to time, as conditions change, by the Board of Directors without any prior notification.

II. Landscaping & Snow Removal

A. The Association takes pride in maintaining the landscaping within the Common Elements of the community. This includes such services as mowing, lawn fertilization, irrigation, mulching, pruning, edging, weed control, and leaf removal. The Association shall mow, edge, and fertilize each Limited Common Area lawn. It shall be the owners' responsibility to maintain all landscape beds within their respective limited Common Areas.

B. The Association provide snow removal for streets and Common Element parking areas when snowfall exceeds 2 inches. Treatment for icy conditions will be at the discretion of the Board of Directors. Each Homeowner is responsible for the snow removal in front of and to the side of their garage, the driveway and/or parking pad, the sidewalks within their limited Common Elements, and Common Element sidewalks directly in front of their Home (see section VII-M-i).

III. Personal Property/Decorative Items

A. All personal property, including, without limitation, bicycles, grills, inflatable or temporary swimming pools, and recreational or athletic equipment (such as basketball hoops), cannot be stored in the yard area, parking pad or on the front porch of the home.

B. Prohibited Items:

1) Window displays, with exception of one (1) professionally made "For Sale" sign. An owner may place one (1) professionally made "For Sale" sign in the mulched area, instead of the window.

2) Signs, including, without limitation, political signs.

3) Front Yard ornaments – All ornaments must be kept in mulched areas and cannot exceed the height of the porch railing.

4) Laundry poles or lines are prohibited.

5) Stones, rocks or mulch of any type or size are prohibited in the yard area.

6) Patio or solar lights are prohibited in the yard area.

7) Window air conditioners are prohibited - no exceptions.

8) Freestanding flagpoles are prohibited.

9) Storage sheds, carports, and other auxiliary structures, including doghouses are prohibited.

10) Painting of the front porch concrete is prohibited.

11) Decks of any type are prohibited. Patio extensions are not to extend beyond the width of the house and need to be pre-approved by the Board of Directors.

12) No hot tub, sauna, in-ground or above ground pool shall be permitted in any Limited Common Element.

13) Flags, excepting that owners may display the United States of America flag, State of Ohio flag, and flag of the national league of families POW/MIA in accordance with acceptable standards set forth in Ohio Revised Code Section 5311.191. In addition to these flags, you may have one (1) additional flag no larger than 4' x 6' and the flag can only be seasonal or of a sports team during the time that the team is in season.

C. Holiday Decoration:

1) Holiday lights and decorations are permitted. No lights or decorations are permitted on any common area trees or shrubbery. They may not be displayed before Thanksgiving Day and must be removed by no later than January 8th of the following year.

2) Other holiday decorations are permitted under the same guidelines, and may not be displayed more than two weeks before or two weeks after the holiday.

D. Plantings:

i. Flowers may be planted only in the existing mulch beds in your limited common area. Changes to the dimensions of the mulch beds must be approved by the Board of Directors.

ii. Flowers, shrubs, and plants must not exceed the height of the bottom of the gutter on the front of the home. Tree heights cannot exceed 16' feet. No invasive plants allowed.

iii. Maintenance of flowers and flowerbeds are the responsibility of the Homeowner, including keeping the beds free of weeds. The grounds crew will remove any plants not removed by said dates, and the Associations' cost of removal/disposal will be assessed to the Homeowner. Dead annuals are to be removed immediately. Remaining annuals must be removed by November 30th. Perennials do not need to be cut down or removed.

IV. Exterior Alterations and Variances

A. All changes to the exterior of your home, garage, and limited common elements, including, without limitation, roof shingles, house siding, doors, paint color, area must be pre-approved by the Board of Directors.

B. Landscape Plants:

1) Any planting in beds other than the existing beds must be approved by in writing by the Board of Director before planting.

2) Mature Landscape Elements must be pre-approved.

C. Construction/Building Changes/Additions:

i. Every proposed structural change to the exterior of your Home, including the garage, must be reviewed, and approved by the Association in writing before work begins. After completing an application for exterior improvement and submitting all plans, pictures, drawings & name of the company completing the work to the Property Manager, the Board will review your proposed change(s). Your application review and written approval must be returned to you before any work can begin. Replacing existing items must also be approved to keep the community as uniform as possible.

1) Storm doors:

a. Front storm doors must be full view and all storm doors must be white in color.

2) Main doors:

a. Main front doors must solid (no windows) and match the color of the shutters.

b. Main back doors must be white.

3) Satellite dish:

a. Can be no bigger than 36” in diameter.

b. Cannot be visible from the front of the home.

4) Bed Edging:

a. Neutral colored bed edging is permitted with prior Board approval.

5) Porch Swings:

a. Porch swings may be installed with Board approval on the front porches. Swings may not be placed in the grass area(s).

6) Siding and Trim:

a. Any repair or replacement of siding or trim must be with same type, quality, color, and style as originally installed.

b. If a color or type of siding or trim is discontinued, the Board will approve a replacement color and/or type.

7) Roofing:

a. Replacement of the roofing material, when and if required, must be an approved color, Owens Corning Weatherwood or Driftwood, and must be the same material being repaired or replaced to maintain a compatibility throughout the community. Shingles may be dimensional. If the roof needs replaced, both the roof of the home and the garage must be done.

D. Window Coverings

i. Within 30 days from your closing date, all window blinds and/or curtains must be covered in a neutral color (white, beige, off-white, ivory, light gray) on the exterior side. All coverings must be professionally made. No sheets, paper etc., may be used.

E. Lighting

i. Garage lights must be warm white to cool white. No colored lights are permitted.

ii. Lights (flood light or spotlight) used to illuminate the exterior of a home must be warm white to cool white.

V. Nuisance/Noise/Garage Doors

A. Please respect neighbors and community rights to peaceable living.

i. Any noise or nuisance that constitutes an unreasonable disturbance to another or that is audible outside the home will not be tolerated. **Failure to adhere to this guideline will result in an immediate assessment of $25.00. No warnings will be given.**

B. Garage doors are required to be kept closed when not attended for security and appearance.

VI. Animals/Pets

A. Pets outside the home be restrained contained on a leash and attached to the owner, without exception. The leash and animal must be under the immediate control of a responsible person that is physically capable of controlling the animal at all times. Pets may be tied/tethered outside of the home with supervision of the owner. No permanent stakes are allowed in the yard area. Stakes are permitted in the flowerbed of your home.

B. Pet waste must be picked up immediately, during walk in limited common or common areas. Any person walking a pet must be able to exhibit clean up material or face violation procedures. Failure to clean up after your pet will result in strict violations and possible assessments.

C. Owners must always have complete control of their pets.

VII. Parking Vehicles - Violations of the Parking Rules will result in towing at the vehicle owner's expense

A. No abandoned, inoperable, or unlicensed vehicles

i. All vehicle parked on the streets are to be in an operable manner. If not operable the vehicle will be towed without warning - this rule does apply to inoperable vehicles on the parking pads

ii. An inoperable vehicle is defined as having

1) Flat tire(s), severe accident damage, or if sitting for more than 72 hours. The vehicle will be subject to being towed immediately.

2) Missing parts such as:

a. Engine, Wheels, Doors. Windshields, Etc.

3) Expired License Plates over 30 days

B. Parking of vehicles is only permitted in garages, in the additional parking space provided for specified Homes (or driveway), in designated parking spaces on the side of the street opposite the fire hydrants or in the designated parking spaces in the Common Element parking lots.

C. Parking in front of a fire hydrant

i. Vehicles will be towed without warning! This is for the safety of the community and all residents, visitors, and property. If vehicle is not towed the fire department can run their hoses through the vehicle without notice and cause other damage to the vehicle for the protection of the community in the event of a fire. The Association is not responsible for any damages, which occur in situation. In short, do not park in front of a fire hydrant.

D. No vehicles shall be parked on any unpaved area of the community. Parking in the grass is strictly prohibited as it damages the turf and detracts from the community's overall esthetic value.

i. If a vehicle is parked on the turf in the grass area, it is to be towed immediately.

ii. If a vehicle is partially parked in the grass, this should be photo documented and sent to the board for review. This is a case-by-case basis and shall be evaluated to determine if there is damage and it caused any, it is a tow enforceable event. Any damage caused by the Tow Vehicle in the processing of removing a vehicle is the responsibility of the homeowner.

E. Parking against traffic

   i. All vehicles must park in the direction of travel on the street. Vehicles which are parked the wrong way are subject to be towed immediately.

F. No vehicles may be parked in the Common Element parking lots for a period greater than twenty-four (24) hours.

G. All vehicles parked on streets must be moved after 72 consecutive hours. No long-term parking is permitted. Parking pads and garages are specifically exempt from this rule. Movement is defined as moving the vehicle from its current location to at least 50 feet in distance.

   i. If a vehicle has been observed remaining parked for more than three days, then:

      1) Tires are to be chalked and the vehicle is to be monitored for an additional 24 hours, and

      2) This event should be photo documented and sent to the entire Board including the Management Company.

   ii. If not moved after 24 hours, the vehicle is to be towed.

H. Parking on curb

   i. Parking on the curb is forbidden as it promotes damage to the curb. All Parking is to be in designated areas on the roads or in parking slots on parking pads or in designated parking areas.

   ii. If a vehicle is parked on the curb will to be towed immediately.

I. No parking in the alleys at any time unless loading and unloading. Unattended vehicles will be towed.

   i. If loading and unloading, your flashers must be on and shall be limited to 15 minutes under all circumstances not involving an emergency. This rule does not apply to parking against traffic and does not allow parking on the grass areas.

J. **Parking in marked yellow zones** – ***Parking in the yellow areas is forbidden.*** These areas are dictated to the community by the fire department and are there so that emergency vehicles can move around the community in a means to be able to respond to emergencies in a timely manner to preserve human life and minimize damage to property.

   i. Is the entire tire inside of the yellow zone?

      1) Yes, it is inside the yellow zone (either entire Front or back tire) the vehicle is to be considered parked in the yellow.

         a. Vehicle is towed no warning is given

      2) No Vehicle Tires are not inside the Yellow Zone (just a portion or a bumper)

a. The vehicle will be subject to being towed

ii. If loading and unloading in these marked areas, your flashers must be on and shall be limited to 15 minutes under all circumstances not involving an emergency. This exception does not apply to parking against traffic and does not allow parking on the grass areas.

K. No homeowner, renter, or visitor may park a commercial vehicle as defined in the Declarations Article III, Section 2-f, on any roadway, parking area or other paved area of the property without prior Board Approval.

i. No commercial vehicles shall be allowed to be parked on the street while not actively engaged on a job site.

ii. Commercial vehicles shall not be allowed to park in any of the yellow zones, grass areas, against traffics or in any means counter to this policy. If their work requires them to park in this manner for safety reasons, the resident and or the **vendor must inform the Management Company so that the towing company can be informed.**

iii. The homeowner is liable for damage caused by a commercial vehicle, regardless of permission given to vary from this rule.

iv. Vehicle operated by a person providing repairs, service or other services to a Home or the Common Element. For similar non-social purposes, a trailer, camper, or other vehicle for the purpose of loading or unloading will be treated the same way.

v. However, nothing contained in this section shall be construed to prohibit the infrequent parking, for periods of time that are reasonable under the circumstances, of an emergency.

L. No repair work is permitted on vehicles in limited common area or common area except for short-term emergency work (flat tire, battery changes etc.). This does not prevent repairs inside your garage. Car repairs for business purposes are prohibited.

M. Snow removal

i. Any vehicle parked on the street during a snow removal event which requires the Board of Directors to have the streets within the community plowed, will be subject to immediate tow without warning. The Management Company will be tasked with making a reasonable attempt with all resources they have available to contact the community and let the community know if any snow removal event is going to occur however this policy is going to dictate that snow removal can occur at greater than 2 inches of snowfall. Snowfall amounts will be determined based upon weather information available from the National Weather Service monitoring station located at Bolton Field or per the local news station. The towing company per this policy will only begin towing when authorized by the Board of Directors or the Management Company.

N. Nothing contained in this Section shall prohibit the parking or storage in a garage of any vehicle, trailer or boat that is parked or stored wholly within the interior of a garage without interfering with the closing of the garage door.

O. All other parking issues and concerns – The Management Company will authorize the towing company to tow vehicles on an as needed basis so long as the incident falls within City of

Columbus parking ordinances and is documented. In addition, this policy should be reviewed from time to time to make sure that it is up to date to meet the needs of the community. Other parking issues as they arise shall be reviewed by the Board on an as needed basis.

VIII. Towing Enforcement – Any incident in which any vehicle will be towed must be documented. All documentation must include the following:

A. The reason for the tow

B. License plate information must be recorded (if any)

C. Photograph must be taken

i. Must show license plate

ii. Must show violation

D. Location must be recorded

i. Approximate address or intersection of where vehicle is located.

ii. If any contact information is available, it must also be recorded.

E. All information must be made available to the Management Company and the association board of directors.

IX. Speed Limit

A. Posted 15 MPH speed limit will be enforced.

B. No person shall operate a motor vehicle in any manner, which is classified as reckless under any applicable traffic code, law or ordinance of any governmental body having jurisdiction over your community.

X. Common Area & Community Building Use

i. All persons using the Common Elements, including the Community Building and Playground, do so at their own risk and sole responsibility.

ii. A. The Community Building is available to Homeowners and Residents "in good standing" for exclusive private use, in accordance with Guidelines issued by the Board of Directors, from time to time. Homeowners and residents can contact the Property Management Company to reserve private use of the Community Building. **There is a $50.00 rental fee required.**

B. No person shall reserve the Community Building on behalf of any outside organization or for any use where a fee is charged for attendance, or for any commercial use.

i. Reservations are required for use of the community building. Reservations are taken on a first request basis.

C. Association functions hold priority over all other functions.

D. Homeowner/Resident is responsible for all clean up and trash removal and must be done immediately after party. All damages done by homeowner/resident or his/her guests are their responsibility.

i. The Community Building is smoke free. Violators will be fined according to the Rental Agreement.

XI. Trash Collection

A. All containers for trash are to be located and maintained within the garage of each home, or on the parking pad next to the garage.

B. Trash containers may bet set out 24 hours prior to scheduled pick up day and shall be placed back in the garage or on the parking pad within 24 hours after.

C. If you are out of town, you should make arrangements with your neighbor to retrieve your container to avoid violating rules.

D. All trash must be in bags and placed in the container provided.

E. Trash containers are to be placed in the alley, behind your garage on pick up day.

XII. Solicitation and Garage Sales

A. All solicitation is prohibited in community.

B. Garage sales are prohibited unless the Board of Directors announces a community wide sale.

XIII. Home Sales

A. Upon sale of the home, the owner must notify the Management Company with the new owner's name and closing date.

B. All dues must be current. If a homeowner is in arrears, a lien may be placed on the property.

C. Owner should transfer all keys, Handbooks, and Declarations to the new owner.

D. Owners should confirm that the Title Company has contacted the Management Company for appropriate documentation.

E. Only one (1) professionally made "For Sale" sign may be placed in a window. An owner may place one (1) professionally made "For Sale" sign in the mulched area, instead of the window.

Refer to Declarations Article III, Section 2-h.

XIV. Rental Properties

A. If your Home is being rented, the following information is required to be remitted to the Management Company:

   i. The Lease, and attachments if any; Names of all Occupants; and must obtain, complete, and return the Homeowners Information sheet. This information is used for notices of Snow Removal, Paving, and other events that affect the Community.

   ii. Water bills MUST be in the name of the owner of the property. They are not permitted to be in the renter's name for any reason.

B. Failure to provide the above information on or before thirty days after the change in current occupancy will result in an assessment of $100.00 and the owner will, additionally, be levied any costs, including attorney fees, expended by the Association to obtain this information.

C. The Homeowner is responsible for tenant's adherence to the Bylaws and Guidelines. If a tenant violates the rules, the owner will be held accountable as though the Homeowner violated the rules and sanctioned accordingly.

XV. Home Repairs

   i. A. The cost of maintaining, repairing, and replacing of all portions of a Home and Garage shall be the responsibility of the owner or owners of the Home. An Application for Alteration/Modification form is required to be completed for any exterior modification as discussed in the Guidelines. (Reference Article IX, Sections 1-4).

XVI. Association Fee Collection Procedure

A. Monthly assessments are due on the first (1st) of each month. Monthly assessments are considered late if not received within ten (10) days of the due date.

B. An administrative late fee of $20.00 per month shall be assessed on all accounts with a delinquent balance. The Board reserves the right to increase the late fee from time to time. An NSF fee of $30.00 (or the amount the bank charges the Association if more than $30.00) shall be charged to the unit owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the unit owner's account.

C. The Association's attorney shall send a demand letter to any unit owner who is more than sixty (60) days in arrears.

D. The Association's attorney shall prepare and file a lien against any unit owner who is more than ninety (90) days in arrears. The Association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.

E. The Association's attorney shall prepare and file foreclosure against any unit owner that is delinquent in the payment of any assessments and related charges by more than one hundred and fifty (150) days. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

F. Any unit owner who is more than sixty (60) days in arrears, shall hereby have their voting privileges revoked until such time as their account is brought current.

G. The Association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization, in any foreclosure initiated by the unit owner's lender or another lien holder. The Association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

H. At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

I. All costs related to collection of unpaid assessments and amounts owed, including, without limitation, attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balance owed to the Association.

J. Payments received on delinquent accounts shall be applied in this order: (1) first, to any interest owed to the Association; (2) second, to late fees owed to the Association; (3) third, to collection costs, attorney fees, and paralegal fees incurred by the Association; and (4) fourth, to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.

K. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

L. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.

M. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

N. Delinquent water bills fall under the same guidelines as the Association Dues.

XVII. Community Guidelines Fines and Enforcement

A. Violations of building or gardening guidelines

i. If any owner violates any section of these guidelines as it pertains to building, gardening or outdoor maintenance, then that homeowner will be sent a notice to cure.

ii. The Homeowner has 14 days to remedy or appeal the violation(s). If not, they will be

fined $25. The Homeowner will be assessed the cost for the Association to remedy the issue(s) if not completed on the 15th day.

B. Violations of pet guidelines.

i. If a homeowner violates any part of the pet guidelines, that owner will be sent one warning notice (with exception, please refer to VI Animals/Pets 5-A, B, C). If the violations occur again, the homeowner will be assessed a $25 fee for each subsequent violation.

C. Violations of Parking

i. If a homeowner or a guest of the homeowner violates the parking rules of the association, then the homeowner or guest's vehicle will be tagged with a violation sticker or towed (Refer to parking and towing section). The sticker will have a tow away date set.

D. Cost to the association assessed to violating homeowner

i. If the association takes action to cure a homeowner's violation, then the cost to cure the violation will be assessed to the violating homeowner.

XVIII. ENFORCEMENT POLICY

A. The Board, pursuant to the Declaration, has the power to establish, adopt and enforce rules and regulations with respect to use of the common areas, maintenance lots, approval of exterior modifications, and with respect to such other areas of responsibility assigned to the Association by the Declaration. Additionally, the Board has the ability to enforce the restrictions found in the Declaration and adopted in these Guidelines, and the following provisions set forth the enforcement policy of the Association:

i. Unless another procedure has been specifically set forth for a particular violation in the Declaration or these Guidelines, homeowners or residents who fail to comply with the restrictions set forth in the Declaration, Bylaws or Guidelines will be sent a warning advising of the violation and requesting a cure, if applicable.

ii. If the violation reoccurs or is not cured after notice is received, the homeowner is subject to being fined or having the costs associated with curing the violation assessed against them. Except as otherwise set forth in these rules, a finable violation will result in an initial fine of $25.00 and fines of $75.00 for additional offenses.

iii. The Board reserves the right at any time to increase a fine amount so long as prior notice and opportunity to cure are first provided. Further, if the Board determines that fines are insufficient to address certain violations at any point in time, the Board retains the discretion to undertake alternative enforcement measures, including, without limitation, initiating formal legal action to seek compliance or, after provision of any required notice, performing any needed maintenance or repair and assessing the homeowner with all costs incurred.

iv. In the event the Association incurs any expense, including attorney fees and court costs, in the enforcement of the Declaration or Guidelines, the Association shall have the right to assess those costs to the responsible homeowners.

v. Homeowners are ultimately responsible for the conduct of their guests and any occupant residing in their home, and the homeowner will be held financially and, to the extent applicable, legally responsible for any violation assessment assessed or enforcement costs incurred as a result of the behavior of their guests or occupants.

vi. Prior to assessment of fines or costs (excepting those related to collection of past due amounts), homeowners will be provided a written notice specifying: (a.) a description of the property damage or violation; (b.) the amount of the proposed fine or assessment; (c.) a statement that the owner has a right to request a hearing before the Board to contest the proposed charge or enforcement assessment, and (d.) if applicable, a reasonable date by which the owner must resolve the violation to avoid the proposed charge or assessment.

vii. To request a hearing, the owner must mail or deliver a written “Request for Hearing" notice to the Management Company, which must be received by the Board not later than the tenth day after receiving the notice detailed above.

viii. If an owner timely requests a hearing, at least 7 (seven) days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed. Within thirty (30) days after the date a hearing is conducted, the homeowner will be sent a written notice of the decision by the Management Company.

ix. All fines and assessments are due no later than the 10th day after they have been assessed.

x. The Board reserves the right to deviate from these procedures if faced with extreme violations that it reasonably determines warrant expedited enforcement.

B. OWNER COMPLAINTS

i. Any homeowner or resident may file a formal written complaint against another resident or against the Association citing a violation of restrictions set forth in the Declaration or Guidelines. Upon receipt of a written complaint, the Board will review the matter and take appropriate action to schedule a hearing on the matter within thirty (30) days of receiving the complaint.

ii. At any hearing held to consider an owner’s complaint, the interested parties shall be entitled to present whatever evidence they wish to the Board. In any hearing scheduled, all parties concerned will be invited to the hearing and provided an opportunity to present their claims or responses; however, no direct or cross-examination will be permitted.

iii. Unless notice is waived by the interested parties, the Board will provide at least seven (7) days’ notice to the interested parties with a written notice that includes the date, time, and location of the hearing.

iv. The Board will issue a written decision within thirty (30) days of conducting the hearing.

XIX. Appendix- Definitions and Terms

i. Board of Directors - Also referred to simply as the "Board" shall mean those persons whom, as a group, serve as the Board of Directors of the Association.

ii. Common Area and Facilities - Common Area and Facilities mean all real and personal property (including easement rights and fixtures) now owned or hereafter to conveyed to or acquired by the Association for the common use and enjoyment of the Members, or for the operation of the Association.

iii. Declaration - The Declaration is the extensive document that is much like a “constitution" in that it establishes agreements binding on all Homeowners of the Association, now and in the future. Among other things, it establishes a plan to control the changes in the aesthetic appearance of all properties; establishes restrictions regarding uses, and other matters. The Declaration establishes the parameters to which expenses are to be shared by all and a· plan for enforcing payments; and it contains various provisions to assure that The Village at Galloway Ridge, Single-Family Homes in a Condominium Community will be maintained as a high-quality residential community.

iv. In Good Standing - Any Homeowner in good standing is one who is not more than 30 days delinquent in the payment of any assessments, and who does not have any unresolved guidelines violations older than 30 days, and does not have any outstanding or unresolved litigation, lawsuits, or legal issues against the Association.

v. Street - Any Named Street, Alley Way, or Unnamed Street, Driveway, Parking Lot, Defined Parking Space, Service Driveway, or any asphalt surface.

vi. Vehicle - Any device, which is capable of carrying and being operated by a human being. These devices are specifically, but not limited to the following: A Passenger Automobile; Truck, Recreational Vehicle; Leisure Van; Mini-Van; Van; Motorcycle; Motorbike; Moped; Bus; Snowmobile or Aircraft, or any device capable of being towed or propelled by a Motor Vehicle. This type of device that can be towed or propelled by a motor vehicle is specifically but not limited to a Trailer of any type or nature.

vii. *Refer to Ohio State Legislature 5311.191 of the Ohio Revised Code. Website: codes.ohio.gov/ORC/5311.191