VILLAGE AT POLARIS PARK
CONDOMINIUM ASSOCIATION
HANDBOOK



The Village at Polaris Park
Community Guidelines

Community Design

Coming home to The Village at Polaris Park is like going back to a simpler, less hectic time in our nation's past. Designed to look and feel like a small American town in the early 1900's, the Village at Polaris Park features a pleasing and enchanting feel. Our community was built precisely to scale and proportion, while paying close attention to detail in architecture and landscape.

To help maintain the warm and inviting appeal of The Village at Polaris Park, the preservation of design standards will be maintained by the Association. All homes must be properly maintained to preserve the property value and enhancement of the community. Regular exterior inspections are conducted to ensure compliance to the Rules and Regulations. This Association will review and approve all proposed architectural changes or additions within the community. The Association, through its trustees, will have the authority to revise these guidelines as necessary to meet the needs of the community.

Carefully and thoughtfully created under the provisions granted by the Declaration, these Guidelines have been established to maintain the standards of a safe, clean, and beautiful neighborhood. The Association provides this publication for all the Unit owners.

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

Capital Property Solutions
PO Box 630
Worthington OH 43085
Phone: 614-481-4411
Fax: 614-443-3798

PLEASE NOTE: All questions and community concerns need to be directed to CPS to be considered for resolution. Posts made on social media do not constitute a documented inquiry, are not seen by property management, and will NOT be addressed.

Updated 11/21/2025

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1. Landscaping Maintenance & Snow Removal:

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 in the Common Elements. The Condominium Association shall mow, trim, and fertilize each Limited Common area lawn providing those areas are not enclosed or partially enclosed by fences, stone walls, shrubs, or similar barriers. The board has the authority to determine other areas within the limited common elements that will or will not receive landscaping services as well, if necessary. It shall be the responsibility of the unit owner to maintain all landscape areas/beds within the Limited Common elements, including mulch. Unit owners are responsible for watering of lawns or other landscape materials. Trimming and removing dead trees and shrubs (including replacement if needed) within the limited common elements is the responsibility of the unit owner.

Landscaping Compliance Protocol: To ensure all units maintain proper landscaping standards, the Association has adopted an updated Landscaping Compliance process. Upon identifying a violation on a monthly inspection, the Association will issue one written landscaping notice to the unit owner. During the next scheduled inspection, if the issue remains unresolved, the Association will proceed with the self-help protocol. Under this protocol, management may forward the matter to the Association's approved landscaping provider, who will perform the necessary work. All costs incurred will be billed directly to the association account of the unit owner responsible. This process replaces the previous fine-based system for landscaping compliance and allows the Association to maintain consistent and timely landscaping compliance throughout the community. All other compliance issues will follow the associations enforcement policy outlined on page 15.

In upholding our obligations to create a desirable community, the Association provides street and alley snow removal when snowfall exceeds 2". Treatment for icy conditions will be at the discretion of the Board of Directors. For your safety and that of your neighbors, each unit owner is responsible for the snow removal of their driveway, the sidewalks within their Limited Common Elements, and the Common Element sidewalks directly in front of their home.

2. Personal Property/Decorative Items:

Personal property cannot be stored in the Common areas or Limited Common areas: yard, rear patio, or front porch. Outdoor furnishings are allowed to be stored on the front porch or rear patio.

Restricted Items

- **a)** One professional, standard-sized sign (not exceeding 6 square feet) is permitted in the window of a unit advertising the home for sale or rent or in the limited common mulched area.
- **b)** Yard ornaments must be kept in limited common landscaping beds. A maximum of 16 yard ornaments (excluding American Flag) may be placed in any front, side, or back landscaping bed(s). General height restriction for landscape ornaments cannot exceed a height of 5 feet. Any potted plantings must be in a decorative container designed to complement the home, no DYI containers or buckets are allowed. Only bird feeders are permitted in Limited Common trees and limited common landscaping beds. Yard ornaments, potted planters and bird feeders must be properly maintained, and in good condition.
- **c)** Laundry poles and clothes lines are prohibited. Freestanding flagpoles are prohibited.
- **d)** Stones of any type or size are prohibited in the yard area. Exceptions, subject to Board approval, stones may be considered in certain areas for drainage, natural stones can be used instead of mulch in the front landscaping beds and must be pre-approved.
- **e)** Solar lights are only permitted in the limited common landscaping beds. Solar lights are not permitted in the yard area. Decorative patio string lighting is permitted along the rear patio

only.

f) Window air conditioners and window fans are prohibited**.**

g) Privacy fencing restrictions are clarified to allow for the accommodation of those alongside the rear patio only and must be pre-approved.

- **(i)** Fences cannot exceed 2' from the side boundary of the home. The side boundary of the structure is defined by the side wall of the home and **not** the fireplace bump out.
- **(ii)** Fences can be 4' to 6' in height, rear patios cannot be fully enclosed by fencing, an opening with/without a gate must be present. Fence gates can be 4' to 6' in height. If a gate isn't present an opening of 3' or greater is required.
- **(iii)** Fencing must be white vinyl. No chain link or wood fencing is allowed.
- **(iv)** Written request for fencing permission must be submitted to the Board for review and approval, and must include an illustration and specifications with respect to layout, dimensions, materials to be used, color, etc. Work may commence after written approval is received from the Board.

h) Electronic or 'invisible' fencing is permitted to encompass the rear Limited Common areas and subject to pre-approval from the Board of Directors.

i) Storage sheds, carports, and other auxiliary structures, including doghouses are prohibited. Outdoor patio storage containers and grills are permitted on the rear patio only.

j) Painting or affixed carpeting on the front porch or back patio is prohibited. Removable outdoor summer area rugs are allowed on the rear patio and removable mats are allowed on the front porch. Rear patio expansions with concrete or pavers must be natural earth tones. Browns, tans, grays, and terracotta colors are within this natural earthy pallet. Stains Only (no paint) within natural color pallet are allowed to be applied to the concrete or pavers to enhance the original color of the patio when faded.

k) The prohibition of decks is clarified to prohibit raised or tiered designs. Ground-level designs of composite materials subject to the same dimension restrictions and pre-approval process as patios are permitted atop of, or in lieu of, rear patios.

l) Rear Patio extensions and walkways require pre-approval from the Board of Directors.

m) Hot tub, sauna, in-ground or above-ground pools are not permitted in any Limited Common area. Children's wading pools are permitted in the summer season only, between Memorial Day through Labor Day. Wading pools are permitted in the limited common backyard or patio area only. Wading pools must be removed within a 48-hour period when placed in the limited common yard. Any damage to the yard area caused by a wading pool will be a special assessment to the unit owner.

n) Address numbers are permitted on the rear garage area. They must be the same style as the numbers utilized on the front of the home and located on the right frame of the garage door or on the corner trim, and not on the siding itself.

o) Basketball hoops shall not be affixed to any portion of the house or garage, nor shall they be permanently established in any area with concrete or other material. Moveable stand-alone hoops are subject to pre-approval from the Board of Directors prior to placement and must be filled with sand and placed on pavers. Weighted materials are not allowed to be on top of the base. Trampolines are prohibited.

p) One small firewood stack is permitted, must be neatly stacked on a rack located on the back patio only. The small firewood stack is limited to 2' in height and 2' in width, anything bigger is not permitted to be stored outside the home.

q) Holiday decorations and lights are not permitted on Common Element trees or shrubbery. Holiday lights and decorations are permitted in the Limited Common mulched areas, trees, and shrubbery, and on the home. Holiday Decorations and lights may not be displayed more than 30 days before the Holiday and must be removed no later than 30 days after the

Holiday. Christmas trees must be properly disposed of within the 30-day period after the holiday. In the event of a non-compliance notice is issued, grounds crew will remove the Christmas tree and the Association's cost of removal/disposal will be assessed to the unit owner.

r) Seasonal Decorations are defined as suitable for display during an extended period throughout spring, summer, fall or winter. They cannot be holiday specific and are based on natural imagery/materials. The seasonal schedule will be as follows: Spring - March 1, Summer - June 1, Fall - September 1, Winter - December 1. Note: Some seasonal decorations might also be suitable for the previous season. The following decorations are exempt from the seasonal schedule, bird baths, bird feeders, fountains, decorative outdoor benches/chairs, welcome décor, solar lights, and wind chimes.

3. <u>Plantings/Flower Beds/Landscaping Areas:</u>

Front porch landscaping beds must include plantings, removing the front landscaping bed is prohibited. All plants must be within the beds of your Limited Common area. Any creation of new beds other than the original beds created by the builder must be submitted to the Board of Directors for approval. Mature landscape elements within the beds of your Limited Common area must also be pre-approved.

Landscaping beds must include ground cover; mulch or natural stones. Using natural stones in place of mulch must be submitted to the Board of Directors for approval. Stone ground cover must have a stone wall edge; no stones may be in the yard area.

Fruits or vegetables cannot be planted in the front landscaping bed. Fruit or vegetables cannot exceed 3' from the side boundary of the home. Vegetable and fruit gardens must be in the rear of the home. Gardens must be maintained in an orderly, weed-free manner on a regular basis to remain in compliance.

Removal and replacement of street or alley trees must be pre-approved and may be required to be of a specific species, location or of a minimum caliper when replaced. The replacement tree must be done within a year of removal. Bradford Pear Trees are no longer allowed to be planted in Ohio, below is a list of approved species of trees to replace the Bradford Pear.

RedBud	***Bloodgood Japanese Maple***
Forest Pansy Redbud Tree	Bloodgood Japanese Maple Tree
Flame Thrower Redbud Tree	***Fringe***
Dogwood	Grancy Greybeard Fringe Tree
Venus Dogwood Tree	
Flowering White Dogwood Tree	
Flowering Red Dogwood Tree	
Flowering Pink Dogwood Tree	

The Association will maintain street and alley trees, excluding watering. Maintenance of flowers, shrubs and landscaping areas is the responsibility of the unit owner, including watering, mulching, trimming, and keeping the areas free of weeds. In the event of a non-compliance notice is issued, grounds crew will remove any specified material remaining after such designated dates, and the Association's cost of removal/disposal will be assessed to the unit owner.

4. <u>Architectural Modifications/Variances:</u>

All proposed changes to the exterior of your home and Limited Common area must be pre-approved by the Board of Directors. Any variances granted are at the discretion of the Board of Directors and will transcend subsequent Boards and future owners of the home.

Please complete the Architectural Control Application Form found on page 20 and return to:

Capital Property Solutions
PO Box 630
Worthington OH 43085
Fax: 614-443-3798

- **Construction/Building Changes/Additions**

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, and drawings to the Management Company, the Board will review your proposed changes. Written approval must be returned to you before work can begin. Failure to obtain approval from the Board of Directors prior to the beginning of any work to the exterior of the home may result in delay, additional costs, and required removal of any partially completed improvement, at the expense of the unit owner.

- **Storm Doors/Front Doors**

Full to three-quarter view storm doors are the approved front storm door. It may be white or match the Board pre-approved front door color. Full to half-view storm doors, white in color are the approved rear storm door. To preserve the design standard, all window shutters and the front door must be the same color. An owner must submit an application for the exterior improvement prior to installation. Failure to follow these guidelines may result in the required removal of the door at the unit owner's expense.

- **Satellite Dish/Solar Panels**

Must be 1 meter (39.37 inches) or less in diameter, and not be visible from front of home. Solar Panels may be installed with board approval.

- **Bed Edging/Borders**

Edging made of natural materials is permitted. Landscaping stone borders around landscaping beds may be installed with Board approval. Front bed stone borders cannot exceed the top of the porch concrete slab in height. Loose, aggregate material i.e. sand, gravel, slag and crushed stone is not permitted as bed edging/borders.

- **Porch Swings/Pergolas/Awnings**

Front porch swings may be installed with board approval. No swings of any kind may be placed in the limited common trees. Pergolas/Awnings may be installed on rear patio with Board approval.

- **Siding/Trim/Shutters**

Any replacement of siding, trim or shutters must be with the same type, quality, and style as originally installed. The Association will no longer replace or repair damaged siding from the ground up to 12" on the side of any unit, whether the damage was caused by the lawn care company or otherwise. To help mitigate further damage the Association does allow landscape beds to be added around your unit. An Architectural Control Application must be submitted before adding these landscaping beds. If Siding/Trim/Shutters become discontinued or otherwise unavailable, the Board

will approve a replacement and/or type. To preserve the design standard, all window shutters and the front door must be the same color.

- **Roofing**

Replacement roofing material must be of a similar color, texture, and style as the original to maintain consistency throughout the community. If discontinued or otherwise unavailable, the Board will approve a replacement and/or type. Approved roofing materials are listed below. Any roofing materials being requested from the board other than the below listed materials will be expected to be a consistent color tone to approved examples.

Approved Roofing Materials / Colors:

- Manufacturer: GAF
  Model: Timberline NS
  Color: Weathered Wood
  Link: https://www.gaf.com/en-us/roofing-materials/residential-roofing-materials/shingles/timberline-ns

- Manufacturer: Owens Corning
  Model: Oakridge
  Color: Driftwood
  Link: https://www.lowes.com/pd/Owens-Corning-Oakridge-32-8-Sq-Ft-Driftwood-Laminated-Architectural-Roof-Shingles/3140649

- **Patios/Stone Seating/Rear landscaping Beds**

Patio expansions, excluding a standard width sidewalk/step to driveway where applicable, cannot extend beyond the back of the structure (rear garage wall facing the alley). Patio cannot extend more than 18" beyond side wall of home. **Rear landscaping beds, including patio, fence, stone seating, and edging, cannot exceed 3' from the side boundary of the home**. The side boundary of the structure is defined by the side wall of the home and **not** the fireplace bump out. Stone seating walls are permissible and must be placed on the patio, can be 18" to 24" in height and not in the limited common yard area or landscaping beds.

- **Concrete/Pavers Rear Patio Colors**

Patio expansions with concrete or pavers must be natural earth tones. Browns, tans, grays, and terracotta colors are within this natural earthy pallet. Stains Only (no paint) within this color pallet can be applied to the concrete or pavers to enhance the original color patio.

Written request for permission must be submitted to the Board for review and approval, and must include an illustration and specifications with respect to layout, dimensions, materials to be used, thickness/type of base, thickness of any concrete, etc. Work may commence after written approval is received from the Board.

5. Window Coverings:

All window coverings must be professionally made and neutral in color (white, beige, off-white, ivory, light gray) on the exterior side. Window coverings must be intact with no damage visible to the outside. No sheets, paper, or other items that are not manufactured as window treatments may be used.

6. Noise:

Because of the close proximity of residences within the community, each resident must be respectful of other residents' right to peace and quiet enjoyment of their home. Any noise which unreasonably

disturbs another resident, including pets, will not be tolerated. Residents are encouraged to contact the local police authorities for unreasonably loud music, barking dogs, or other noise which disturbs the resident(s). The board will investigate complaints of unreasonable noise when 2 or more written complaints are filed with the manager against the same owner by more than 1 resident. Enforcement assessments will be levied against the owner for disturbing other residents. If a tenant causes the disturbance, the owner where the tenant resides will be assessed the enforcement assessment.

7. <u>Rentals and Use Restrictions:</u>
No portion of a home may be used for a purpose other than private, residential housing and uses customary to private residential housing (i.e. personal or profession library, conducting personal business or keeping personal/private records, or home office).

- No portion of a home may be used for any personal business where customers, employees, frequent delivery vehicles, etc. are coming onto the condominium property.

- There is a rental amendment which restricts rentals to no more than 50% of all residential units within the condominium. This rental amendment can be found in the public records for Delaware County, Ohio and is contained in Instrument O.R.V. 1332, Page 1628-1631.

- No home shall be rented for transient or hotel purposes, which shall be defined as: Rental for any period less than 30 days.
- The terms and conditions of all rental agreements must provide that the lease is subject to the Rules and Regulations of The Village at Polaris Park Condominium Association, and the restrictions contained in the Declaration for The Village at Polaris Park Condominium Association and that a failure to abide by the rules or restrictions is a default under the lease.

- Residential homes must be leased in their entirety. This prohibits the lessee from subletting any portion of the home.

- Unit owner must confirm eligibility with property management in writing before executing any lease agreement, due to the restricted number of rentals at 50%.

- Unit owner shall provide a copy of each signed rental agreement to the property management company for the Association, and each renewal thereof, no later than the commencement of the lease. Unit owner must also provide the management company with their offsite address and telephone number in writing, as well as the contact information for the tenant(s), including home (or cell) and business phone numbers and business address per Ohio law. Non-compliance will result in the assessment of a $250 violation fine to the Unit owner. If the owner has a management company regarding the rental, the contact information for the management company must be provided to the board, including the telephone number and mailing address.

- Unit owner is responsible to the Association for damages and is liable for any appropriate sanction(s), which may be applicable for any violation of the Declaration, Bylaws, Rules or Regulations of the Association committed by any renter or occupant of his/her home, or of any guest of the Unit owner or tenant.

- In accordance with the Ohio Revised Code 5311.19, the Board of Directors reserves the right to evict tenants for violation of the rules and regulations of the Association or restrictions contained in the Declaration or rental amendment. If the owner violates the rental amendment, the tenants may be evicted by the Association. All costs, including court fees, filing fees,

attorney and paralegal fees will be assessed against the owner.

8. Animals/Pets:

Animals other than those classified as domestic household pets are prohibited. No more than 4 domestic household pets are permitted to reside in a home. Any pet outside the home must be on a leash, with a person physically able to control the pet or confined within an invisible or visible fence. Tethering an animal is prohibited in the Limited Common or Common Element areas. Pet waste must be picked up immediately in Limited Common or Common Element areas. Failure to clean up after your pet (or a visiting pet) can result in enforcement assessments. No Pet may be used for breeding or other commercial purposes.

A nuisance dog(s), dangerous dog(s) or vicious dog(s) is defined by the Ohio Revised Code 955. If a dog(s) is labeled by the legal authorities as a dangerous or vicious dog(s) a $250.00 assessment will be enforced. The board is not required to provide a written warning before the $250.00 assessment is applied to the unit owner. The Board of Directors has the right to order the animal to be permanently removed from the community if labeled dangerous or vicious. If the unit owner/tenant does not remove the animal as requested, the unit owner will be assessed all costs, including attorney fees, paralegal fees and court costs, the association incurs in having the animal forcibly removed from the premises.

Any cost of repairing damage done to Association property by a resident pet will be a special assessment to the unit owner. This will include repairing grass damage from pets urinating in the Common Element.

The action or behavior of any pet is the sole responsibility of the owner/tenant. The Association disclaims any and all responsibility or liability for any animal in the community. If a resident is bitten by an animal, that resident should immediately report the bite to the local authorities and health department.

9. Parking/Vehicles:

a) Parking of vehicles is only permitted in garages, driveways, and parking spaces on the side of the street opposite the fire hydrants.

b) No parking/stopping in the alleys at any time.

c) To facilitate traffic flow, vehicles are not to stop/park along curbs marked in red at mailboxes.

d) No vehicle may be parked in the common area street for a period greater than 72 hours.

e) No abandoned or inoperable vehicle of any kind -- or any vehicle that may be towed, such as a boat, trailer, or mobile home -- may remain parked on any Common or Limited Common Element longer than 48 hours. The use of unlicensed vehicles in the community is prohibited.

f) No commercially licensed vehicle shall be parked on any roadway, parking area, or other paved area of the property, without prior Board approval. However, nothing contained in this section shall be construed to prohibit the infrequent parking for periods of time that is reasonable under the circumstances of an emergency vehicle, or a vehicle operated by a person providing repairs, services, or other purposes. Any personal trailer, camper, or other vehicle, for the purpose of loading/unloading or other purposes, will be treated the same way.

g) No vehicle, trailer, or other over-the-road equipment shall be operated, parked, or stored on any area of the property that is not paved or a roadway.

h) Temporary, 'pod'-type storage containers are permitted with Board approval.

i) No repair work is permitted on vehicles in Limited Common or Common areas, except for short term/emergency work on vehicles (i.e., flat tire, battery change, etc.).

j) Any vehicle found in violation of these rules is subject to towing at the owner's expense or a special assessment fine. The board is not required to provide a written warning to the owner of the vehicle prior to towing or the special assessment fine.

k) 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.

10. Speed Limit:

The posted speed limit is 15 MPH. The Association may at times hire a firm to enforce the speed limit throughout the community. If a unit owner/tenant is found to be exceeding the posted speed limit a $50.00 fine will be assessed. The unit owner will be assessed all costs, including the fine, attorney fees, paralegal fees and court costs, the association incurs.

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

11. Trash/Recycle/Bulk Collection:

All containers for trash and recycling are to be located and maintained within the garage of each home, or against/adjacent to garage. Refer to the diagram page 24 for additional information.

Trash/Recycle containers may be set out 24 hours prior to the scheduled pick-up day and shall be placed back in the garage or against/adjacent to garage within 24 hours afterwards. Any container(s) in violation of the 24 hour rule is subject a special assessment fine. The board is not required to provide a written warning to the owner.

Trash/Recycle containers placed in the limited common area must be removed to allow mowing and trimming.

If you are out of town, you should make arrangements with a neighbor to retrieve your trash/ recycle container to avoid violations.

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

Any trash left on the ground after pick-up is the owner/tenants' responsibility to clean up.

The City of Columbus provides pick-up service for bulky household items. Bulk service pick-ups must be scheduled through the City of Columbus, please visit https://new.columbus.gov/Services/Trash-Recycling-Bulk-Collection/Find-My-Collection-Day or call 311. Bulky items should be placed by the driveway on the day scheduled for pick-up and must be picked-up on the following day. If bulk items are left out longer than 72 hours, a $100.00 special assessment will be assessed to the unit and the self-help

assessment will be done.

12. <u>Drones/Security Cameras:</u>
Drones are prohibited from use within the Village at Polaris Park. Security Camera(s) may be installed, but these rules must be followed with installation and maintenance of the security cameras:

- Security cameras are not to be mounted or placed anywhere upon the common element areas at any time and for any reason.
- If a unit owner installs a camera(s) without written board approval, the Association will have the right to remove the camera(s) if an owner fails to do so after reasonable notice and opportunity to cure the violation. The unit owner will be assessed all costs, including the assessment, attorney fees, paralegal fees and court costs, the association incurs.
- All camera(s) must be mounted and directed to view only the immediate home to which the camera(s) are attached. The camera(s) may not be directed into another home, or upon another home's doorway, driveway, or patio area, or upon the common elements used by all residents. Each unit owner is responsible for ensuring that he or she is not violating the privacy of another owner/tenant in the community. Any disputes regarding the direction and viewing area of a camera will be a personal dispute between those homeowners and the Association will not be responsible for intervening in that dispute; however, the board reserves the right to require a homeowner or resident to adjust the placement or viewing of the camera if the board finds the camera is viewing the common elements. Refer to the diagram page 25 for location mounting information.

13. <u>Solicitation / Garage Sales:</u>
Solicitation is prohibited in the community. This shall not prohibit the occasional door-to-door requests or sales from our own community youth for the benefit of their affiliated organization. Religious groups are not exempt from the prohibition of solicitation within the community as the Association's property is private property.

Garage Sales are permitted. No more than three (3) signs are allowed to be posted in the common element areas and they must be taken in each day at sundown. Signs are not to be fastened to any Association poles, fences, trees, or mailboxes.

14. <u>Home Sales:</u>

- All dues and assessments must be current.
- Owner should transfer all keys, Community Handbook, and Bylaws/Declarations to the new owner.
- Owner should confirm that the Title Company has contacted the management company for appropriate documentation.
- An owner may place one (1) professionally made "For Sale" sign in the window or in the limited common mulched area.

15. <u>Home Repairs/Maintenance:</u>
The cost of maintaining, repairing, and replacing all portions of the home, driveway*, and garage shall be the responsibility of the Unit owner. Examples: siding cleaning/power washing, gutter cleaning, painting shutters and doors, etc. The Unit owner will be required to make arrangements for necessary repairs, maintenance or replacements within thirty (30) days of the date that the

repair/maintenance/replacement need becomes evident. *As part of the Association's maintenance of the roads and alleys, each driveway is seal-coated on a regular basis. The association will no longer repair any damage to the siding from the ground up to 12 " on the side of any unit. To help mitigate further damage the association does allow landscaping beds to be added around the home. All purposed beds must be pre-approved by the board of Directors.

- **Waterline Repair:**
  The responsibility for underground waterline repairs in the community are split between the homeowner and association which is outlined in the associations Diagram for Owner Water Responsibility. Refer to the diagram page 26. This responsibility split makes understanding the proper process for a repair difficult, so the Board of Directors after review with legal counsel have created a Waterline Repair Process document to make the process easier for homeowner to understand. The association has also set up a preferred provider for these repairs after multiple bidding processes to reduce costs to homeowners and the association, as well as making sure that the vendor understands the specific challenges of the property. The Board's approved preferred provider is CCS Plumbing. The Board's intention is to get repairs scheduled in 30 days or less, and repairs completed in 60 days or less to prevent further damage to the community.

  i) **Step 1: Pressure Test on Home** – Contact the preferred provider to request a pressure test on your individual unit. Typically, a pressure test will cost a homeowner around $150-200 from a standard plumber. A $100 rate for a pressure test has been negotiated by the Board for homeowners with CCS Plumbing. If a pressure test is refused, or has not been completed in 30 days, the Association will have the preferred provider come back to the home and perform repairs. The Association will then assess any homeowner responsibility costs to the responsible unit's account.

  ii) **Step 2: Identify Responsible Party**
  (1) Homeowner Responsibility: If the leak is found to be homeowner responsibility the repair must be made within 30 days of the discovered leak. If repair is not done within 30 days, the association will pay for repairs and assess the cost to the unit owner's account. If a homeowner needs help with a payment plan the board has approved a standard payment plan of 25% of the cost of the repair as a down payment within 30 days of association payment, with the remainder of the costs due within 6 months or less.
  (2) Association Responsibility: If the leak is not found to be on the homeowner's side of the responsibility split, the plumber will send a report to the board stating that the repair is association responsibility and requesting repairs will be made. Board will authorize repairs be made within 30 days.
  (3) Shared Responsibility: Plumber will send separate invoices for the different portions of the repair so that the costs can be assessed to the correct party. Repairs will be authorized within 30 days and paid by the association. Homeowner responsibility costs will be assessed to the unit.

Preferred Provider
CCS Plumbing
614- 698-6889
Identify you live in Village at Polaris Park to receive negotiated rate of $100 for pressure test.

16. <u>Complaint Form:</u>
The unit owner or tenant, must register a Complaint Form in writing. The completed Complaint form

with all supporting documents, correspondence, and other materials related to the Complaint, must be sent to the Management Company. The Complaint must be submitted to the Association within thirty (30) days of the alleged act, or failure to act, which is the subject of the Complaint. Please refer to the Complaint Form found on page 21.

17. Request to Inspect Association Records:

The request to Inspect Association Records form must be completed by any unit owner desiring to physically inspect or receive copies of any Association documents. The Association requires that the unit owner provide the reason for each record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. The Association's goal and intent is to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on certain records. This includes a requirement that any inspection take place in the presence of an Association representative. Physical Inspections of the Association's records shall take place during normal business hours at a place designated by the management company. To preserve the sanctity of the records, a physical inspection requires the presence of a staff member or a board representative.

The association may impose fees to cover the costs of providing copies of the official records, including the costs of copying, the costs required for personnel to retrieve the records and any mailing costs. Copying charges are $.15 per page. The owner must pay a minimum clerical fee of $50 per hour in quarter hour increments for staff time to gather the requested documents. $100 per hour in quarter hour increments for staff attendance at the records inspection is the responsibility of the unit owner. The unit owner must fill-out the Request to Inspect Association Records form found on pages 22-23.

18. Association Fee and Water Collection Procedure:

To fund any obligations arising from joint ownership of the Common Elements, all Unit owners are assessed an Association fee. This fee covers, but is not limited to, the maintenance of entry features, green space, common electric expenses, administrative expenses, insurance, management services, and street/alley snow/ice removal. Association fees are an annual assessment made payable in monthly installments. Utilities (water) are managed by PEM and are paid through the association. Installments for both are due on the first day of each month. A $10.00 late charge is added if received after the 10th day of the month. The approved collection procedure and fees is as follows:

10 Days Past Due	Unit owners will receive a late notice notifying them of the payment and the late fee of $10.00 will be added to the account	$10.00 Late fee
30 Days Past Due	Association sends Demand Letter to the unit owner	All Association, Water, Late, & Attorney Fees apply
60 Days Past Due	Association files a LIEN against the Unit owner's property to secure the assets of the association in the case that the property title would be transferred	All Association, Water, Late, & Attorney Fees apply
90 Days Past Due	Association initiates FORECLOSURE proceedings against the Unit owner. The board has the authority and reserves the right to determine if a foreclosure is to be filed at a later time or if a small claims/municipal court action is to be filed rather than a foreclosure.	All Association, Water, Late, & Attorney Fees apply

***ATTORNEY ACTION** Delinquent accounts will be turned over to the Association's attorney to begin collection process at the unit owner's expense once $250.00 is reached. Attorney fees will be applied.

19. <u>Community Guidelines Enforcement Procedure:</u>

Special Unit Assessment

The purpose of this rule is to give the Association a vehicle to enforce compliance of residents without having to seek a legal remedy for minor infractions. Special unit assessments for violations of the Declaration or condominium rules will be assessed against the unit owner.

Responsibility for information regarding rules and regulations for living at The Village at Polaris Park lies with each unit owner. Offsite owners are responsible for making all Village of Polaris Park policies clear to their unit residents.

Special Unit Assessment Structure:

1st Offense - Warning Letter (10 day compliance)
2nd Offense - $ 25.00 Special Assessment (10 day compliance)
3rd Offense - $ 50.00 Special Assessment (10 day compliance)
4th Offense - $100.00 Special Assessment (10 day compliance)

The board may determine, due to unique circumstances or specific facts, that a different compliance period may be used with an enforcement assessment, however no compliance period will be less than 10 days unless a specific time limit is set for the violation (example: 24-hour period)

Assessment Enforcement Procedure

Enforcement Assessments will not be issued until the Board verifies the offense or it is observed by a Board Member or the Property Manager. Prior to the issuance of an enforcement assessment, the following procedure will be used in compliance with Ohio Statute 5311:

- The Association will give the owner written notice of a description of the property damage or violation; the amount of the proposed assessment; a statement that the owner has a right to a hearing before the Board to contest a hearing; and a reasonable date by which the owner must cure the violation to avoid an assessment.
- The owner may request a hearing by written notice within ten (10) days of receiving the Board's letter. If the owner does not request the hearing, the assessment is automatically imposed.
- The Board will hold a hearing if requested and give the owner seven (7) days notice of the date/time/place.
- Within thirty (30) days of the hearing, the Board will give written notice of the assessment status.
- All Special Unit Assessments will be added to your monthly association dues, payable at the beginning of each month. Unpaid Special Unit Assessments are subject to collection procedures, as indicated in this Handbook.
    - If a homeowner needs help with a payment plan the board has approved a standard payment plan of 25% of the cost of the repair as a down payment within 30 days of association payment, with the remainder of the costs due within 6 months or less.

The enforcement of the Condominium Association's Community Guidelines and of the Covenants and Bylaws of the Condominium Association, other than respect to assessment collection, shall be pursuant to the following, provided that nothing contained herein shall limit any remedy that the Association or any member may have under law or pursuant to the provisions of those document.

Allegations

Allegations of an infraction of the Covenants, Bylaws, or Rules and Regulations, shall be handled in the following manner:

- Discuss the problem with the Unit owner/Tenant who is involved, so as to come to an agreeable solution.
- Discuss any unresolved problem with the Manager or the Manager's designee to seek a resolution.
- File a written statement/report with the Board of Directors by (a) mailing it to Management Company, or (b) delivering it to a member of the Board.

Reconciliation

Upon receipt of the violation notification, the Board President or designee shall approach both parties and attempt to reconcile the alleged infraction. If practical, attempted reconciliation shall take place within ten (10) days of the date of receipt of the violation notification.

Hearings

Reason for and date of Hearing: If reconciliation is not successful, the Board President or designee shall notify all parties concerned with the date, time, and place for a hearing before the Board or its designee and the reasons, therefore. Such hearings shall be held no later than fifteen (15) days after the reconciliation attempt.

- The Board President or designee shall convene the hearing.
- The alleged violator shall be given the opportunity to reply to the violation notification.
- At such hearing, all parties shall be entitled to present evidence or testimony that is relevant to the allegation. It shall be the function of the President or designee to determine relevance.
- All parties shall have the absolute right to cross-examine witnesses and offer rebuttal evidence.
- The Board may direct pertinent questions toward any of the parties concerned.
- Each concerned party shall be allowed to make a brief, pertinent final statement before the Board votes on the allegations in the report.
- The presiding officers may limit the time allowed for speakers.

Disqualification: Any member of the Board shall disqualify himself or herself in the event of a conflict of interest.

Extension of Hearing: The Board, not to exceed ten (10) additional days if adequately justified by either concerned party, may grant one (1) postponement.

Dismissal of Allegation

Any or all of the allegations reported to the Board shall be dismissed by a majority vote of a quorum of the Board of Directors for any of the following reasons:

- The allegation is not of an action that is prohibited by the Covenants, Bylaws/Declarations, or the Rules and Regulations.
- The reporting party does not appear and remain present for the entire hearing.
- The report appears to be frivolous, malicious, or not in the best interest of the Association. Prompt notification, not to exceed seven (7) days of such dismissal, shall be given to each concerned party.

Sanctions
After voting on all allegations, the Board shall by a majority of a quorum of the Board, determine the sanction(s) to be imposed (if any) by reason of the violation.

Administrative charges: An administrative charge of twenty dollars ($20.00) shall be imposed on the violator for each hearing held at which the Board determines that the offense was committed, regardless of the number of allegations or reports considered at said hearing, or on the reporter, if no violation is found. The Unit owner is ultimately responsible for any administrative charge.

- The Board may suspend a charge if it determines that the charge would not be fair under the circumstances.
- The administration charge shall be due and payable to the Association within five (5) days after the mailing of the notification of the findings of the Board to the violator or the reporter.
- The levying of any administration charge shall not relieve any party of liability for damage that might have resulted from any violation.

Suspension of Voting Privilege: Shall be effective immediately upon imposition and shall remain in effect for the longer of (a) the time the administration charge (including damage costs) remains unpaid, and (b) the time when the then violation has been cured. May be imposed for all homes owned by the violator, regardless of the number of homes involved in the violation. (See page C of the Bylaws, Section 13, g.)

May be enforced by the Board of Directors using any legal means available.

Legal Action: The imposition of any other sanction shall not limit the right of the Board at any time, on behalf of the Association, to seek and obtain such remedies as may be available by law for such violation.

Notification of Findings
Within a reasonable period of time after a hearing not to exceed seven (7) days, the Board shall mail a written notification to the (alleged) violator and the reporter stating (a) the exact findings of the Board on each allegation, and (b) the exact sanction(s) imposed, if any.

20. Community Guidelines Information

- **Scope & Purpose**
  This section is included for the benefit of The Village of Polaris Park unit owners and residents in maintaining a high-quality community. An Appendix of definitions of terms can be found at the end of this document as a source of reference.

- **Authority**
  All Guidelines have been adopted pursuant to the authority granted in the Declaration, "to promote harmony, to serve the best interests of the Unit owners as a whole, and to protect and preserve the nature of the Property."

- **Enforceability**
  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 the enforcement of assessments, charges, and legal costs.

- **Applicability**
  These Guidelines supersede all previously established Guidelines adopted by the Board.

- **Relationship to Declaration & Ohio Law**
  Ohio Law (O.R.C. 5311) and the Declaration and Bylaws for the development provide the board with the authority to make reasonable rules and regulations governing the use, appearance, modification, replacement, repair, and occupancy of the property. These rules are enforceable through the governing documents and Ohio law.

- **Board of Directors**
  The Composition of the Board of Directors is set forth in the Bylaws of the Association.

- **Professional Management**
  Under direction of the Board of Directors, the Association has entered into a professional management agreement with Management Company, which on behalf of the Board of Directors, will monitor all maintenance activities and is responsible for the collection of all monthly assessments from the Unit owners and the maintenance of all official financial documents.

- **Declaration & Bylaws**
  Every Unit owner is to receive a copy of the Condominium Declaration and Bylaws at the closing of the purchase of their Home. The Declaration and Bylaws have provisions which govern the Association, and you should acquaint yourself with these documents. If you need a copy of the Declaration and Bylaws, you may contact the Delaware County Recorder and a copy can be obtained for free online through the recorder's website.

- **Community Guidelines**
  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 and Limited Common Elements and the personal conduct of the 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 Guidelines.

- **Modifications of the Guidelines**
  The Handbook may be amended or modified from time to time, as conditions change, by the Board of Directors without any prior notification.

21. Appendix – Definitions and Terms

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.

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

Declaration – The Declaration is the extensive document that is much like a "constitution", in that it establishes agreements binding on all Unit owners 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 Polaris Park condominium community will be maintained as a high-quality, residential community.

In Good Standing – Any Unit owner in good standing is one who is not more than thirty (30) days delinquent in the payment of any assessments, and who does not have any unresolved violations older than thirty (30) days.

Street – Any named street, alley way, or unnamed street, driveway, parking lot, defined parking space, service driveway, or any asphalt surface.

Vehicle – Any motorized 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 Vehicle, Truck, Recreational Vehicle, Leisure Van, Van, Motorcycle, Motorbike, Moped, Bus, Snowmobile, Aircraft, or any device capable of being towed or propelled by a motor vehicle.
Trailers are not a vehicle; however, they do fall under these rules regarding towing, parking, and operation within the property.

Section 23
Village at Polaris Park Condominium Association
Complaint Form

Please check the topic that applies. Use one form for each category.

Architectural	☐	Parking	☐
Landscaping	☐	Noise	☐
Maintenance	☐	Neighbors	☐
Other	☐		

FROM:

UNIT ADDRESS: _____
OWNER NAME(S): _____
OWNER SIGNATURE: _____
DATE: _____

SUMMARY:

Required: Indicate **specific clause** violated and a recap of key points.

_____
_____
_____
_____
_____

DETAILS OF EVENTS OR INCIDENTS:

Required: Include date of **initial contact w/unit owner.**

_____
_____
_____
_____
_____
_____

ATTACHMENTS: _____

ACTION TAKEN:

_____
_____
_____

Signature: _____ Date: _____

Section 24
Village at Polaris Park Condominium Association
REQUEST TO INSPECT RECORDS

This request form must be completed by a unit owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. A minimum of five (5) business days is needed to process a request. If there is a question with any request, the unit owner will be notified within a reasonable amount of time of the reason for any delay.

Unit Owner Name: _____

Address: _____

Phone: _____

The Association requires that the unit owner provide the reason for each record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. The Association's goal and intent is to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process and certain copies of records. This includes a requirement that any inspection take place in the presence of an Association representative. Inspections of the Association's records shall take place during normal business hours at a place designated by the management company.

Documents I wish to Inspect: (Please be specific)

_____
_____
_____
_____
_____

My purpose for wishing to inspect the records: (Please be specific)

_____
_____
_____
_____
_____
_____

Copying charges are $.15 per page. In addition, the owner must pay a minimum clerical fee of $50 per hour in quarter hour increments for staff time to gather and copy the requested documents. The actual cost of all mailing charges will also be the owner's responsibility.

To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The unit owner agrees to pay $100 per hour in quarter hour increments for staff attendance at the records inspection. All inspection, copying, and mailing charges will be assessed to the homeowner's account and/or paid in advance, as the Board shall determine.

Section 24 (Continued)
Village at Polaris Park Condominium Association
REQUEST TO INSPECT RECORDS

_____(Initials) I certify I will use the information for the described purpose.
_____(Initials) I affirm my understanding that the information provided is protected by the HOA and is for my sole use and shall not be copied or provided to any other party.
_____(Initials) I understand that physical inspection of records at the management office must have an Association Representative present at all times.
_____(Initials) I agree to pay the Association to have a staff member present during a physical records inspection.
_____(Initials)I agree to pay the Association for all documents provided electronic or otherwise and any mailing charges, if I request the documents to be mailed or emailed to me.

This form must be completed in full, signed, and dated in order to process the request.

I agree to indemnify, defend, and hold (Village at Polaris Park), its board members, officers, and its managing agent, and their respective successors, heirs, and assigns, harmless for any claim made or damage sustained by any person arising from, related to, or concerning my inspection, use, or receipt of copies of Association records. I further consent and agree that all physical inspections and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account, or paid in advance, as directed by the Board.

_____

Signature Date

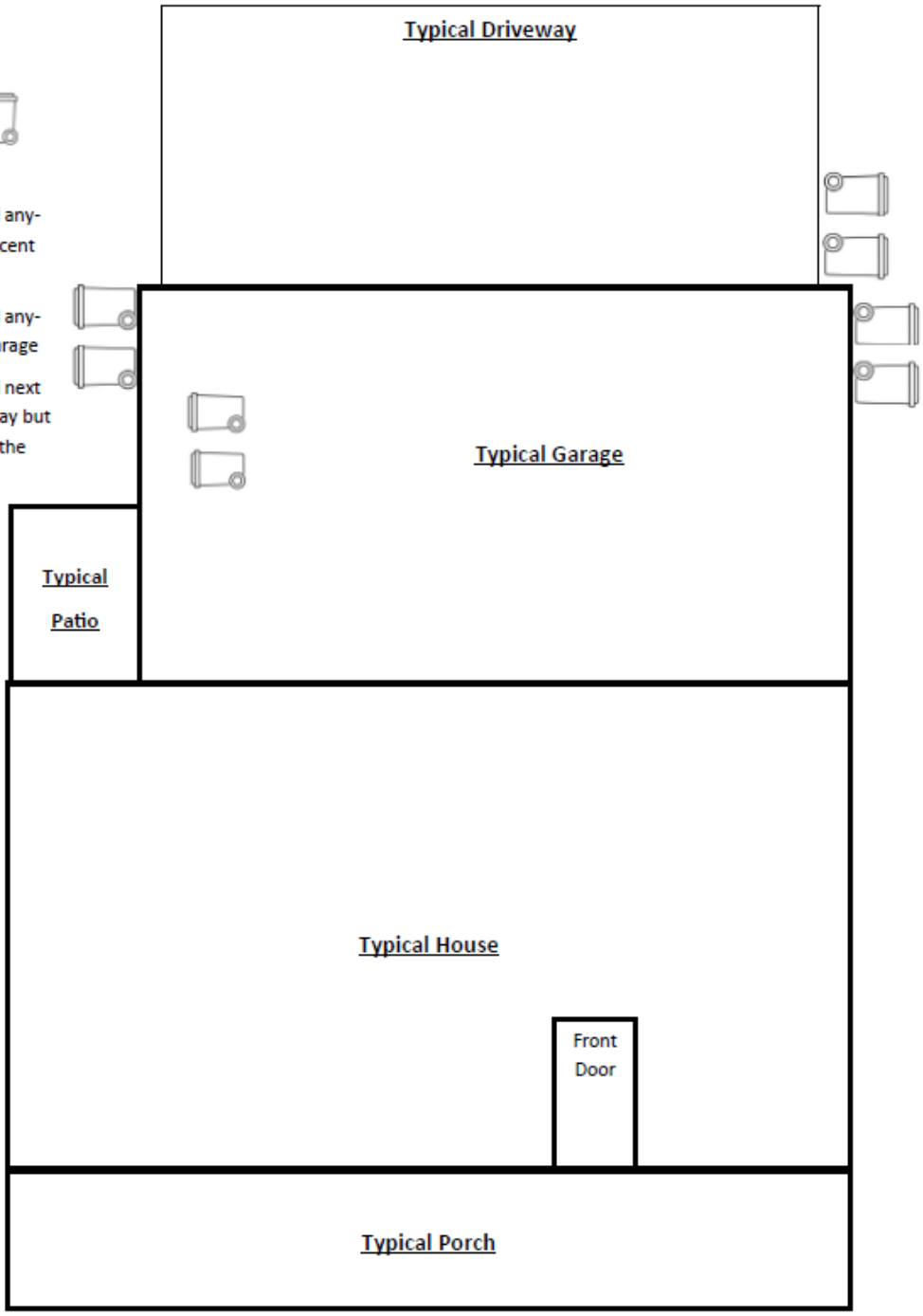
Village at Polaris Park - Approved Locations—Trash/Recycle Bins

Legend:

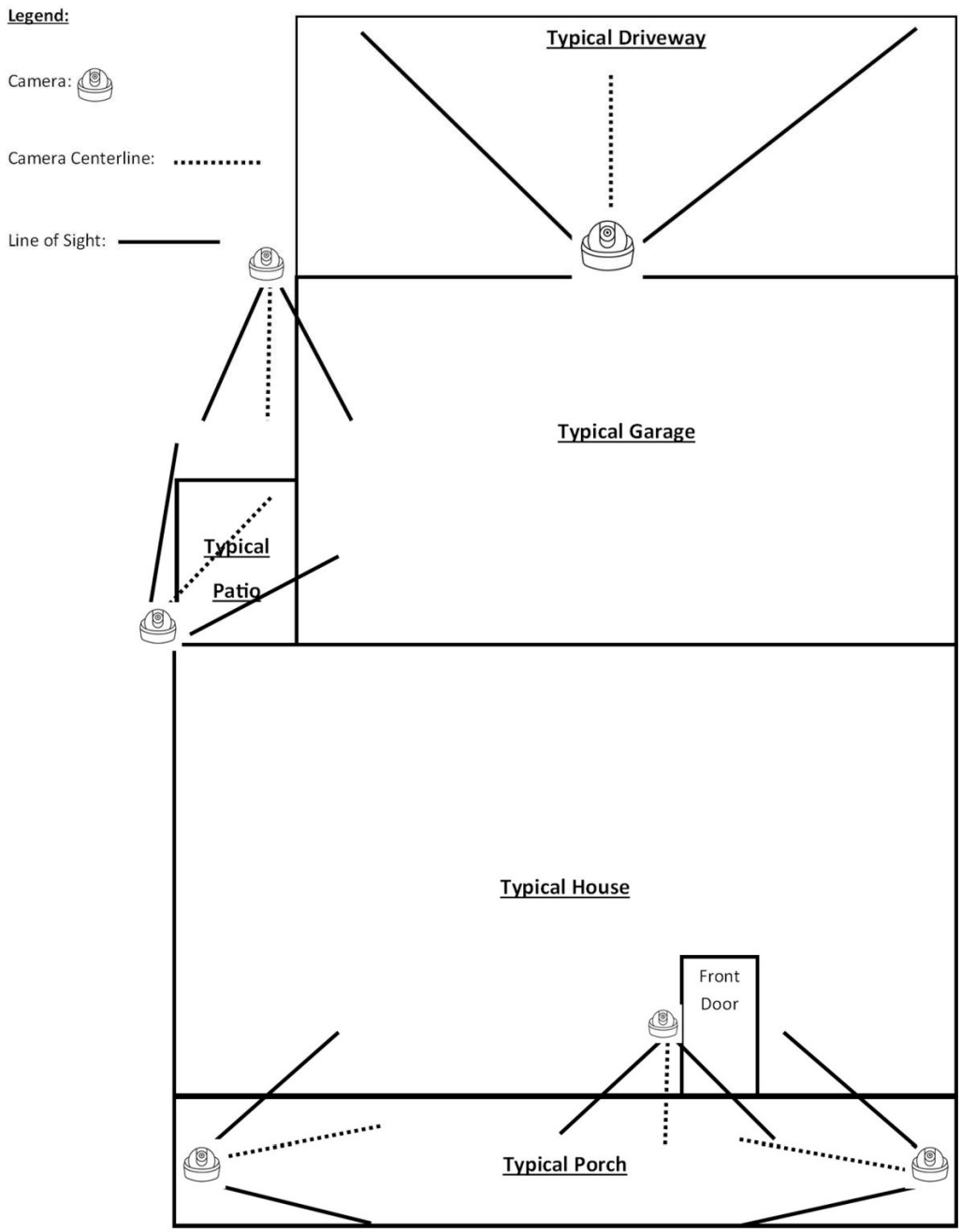
Trash/Recycle Bin:

Notes:

1. Bins: Can be placed anywhere against/adjacent to the garage
2. Bins: Can be placed anywhere inside the garage
3. Bins: Can be placed next to or on the driveway but can't be in front of the garage door

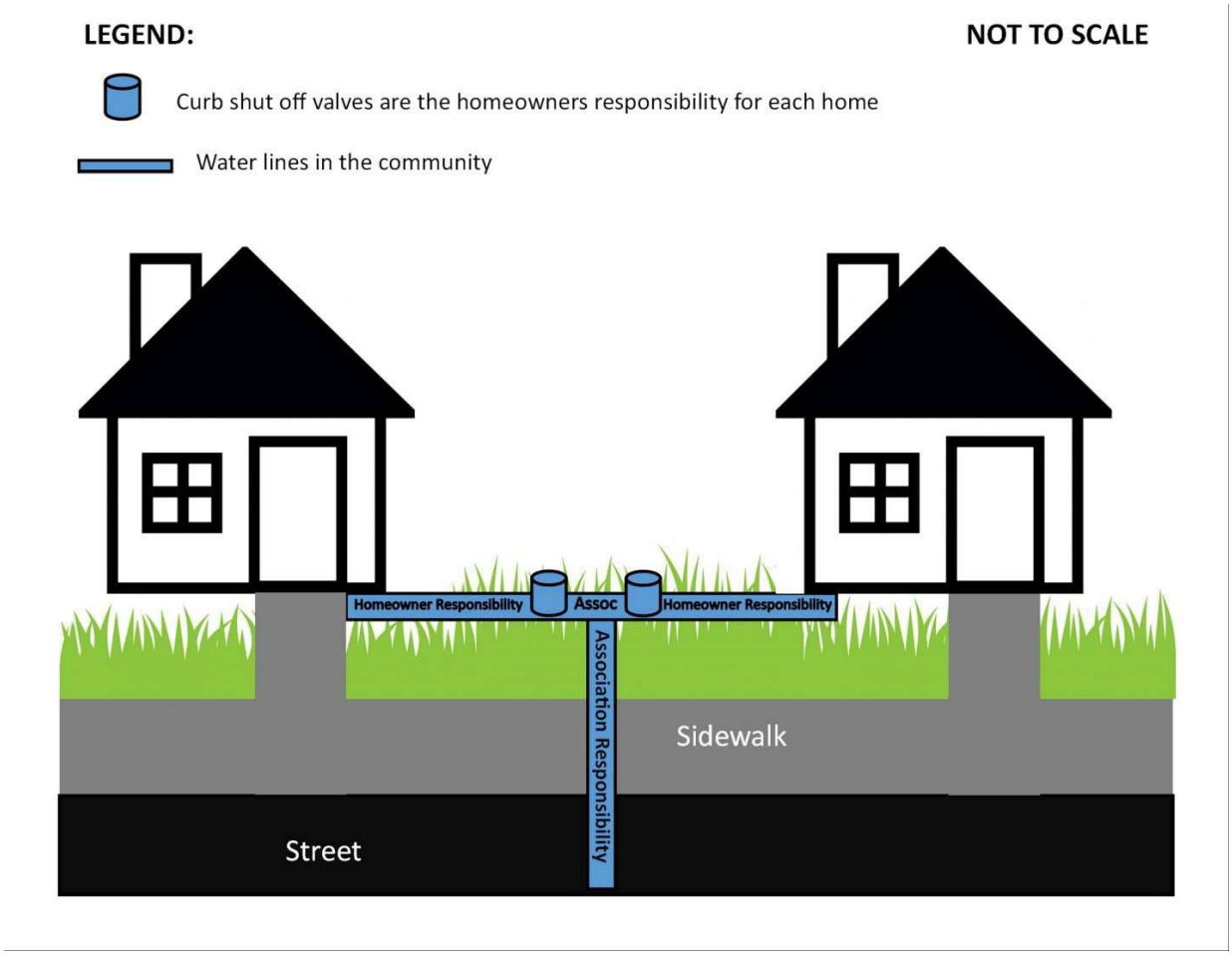


Village at Polaris Park - Sample Camera Locations



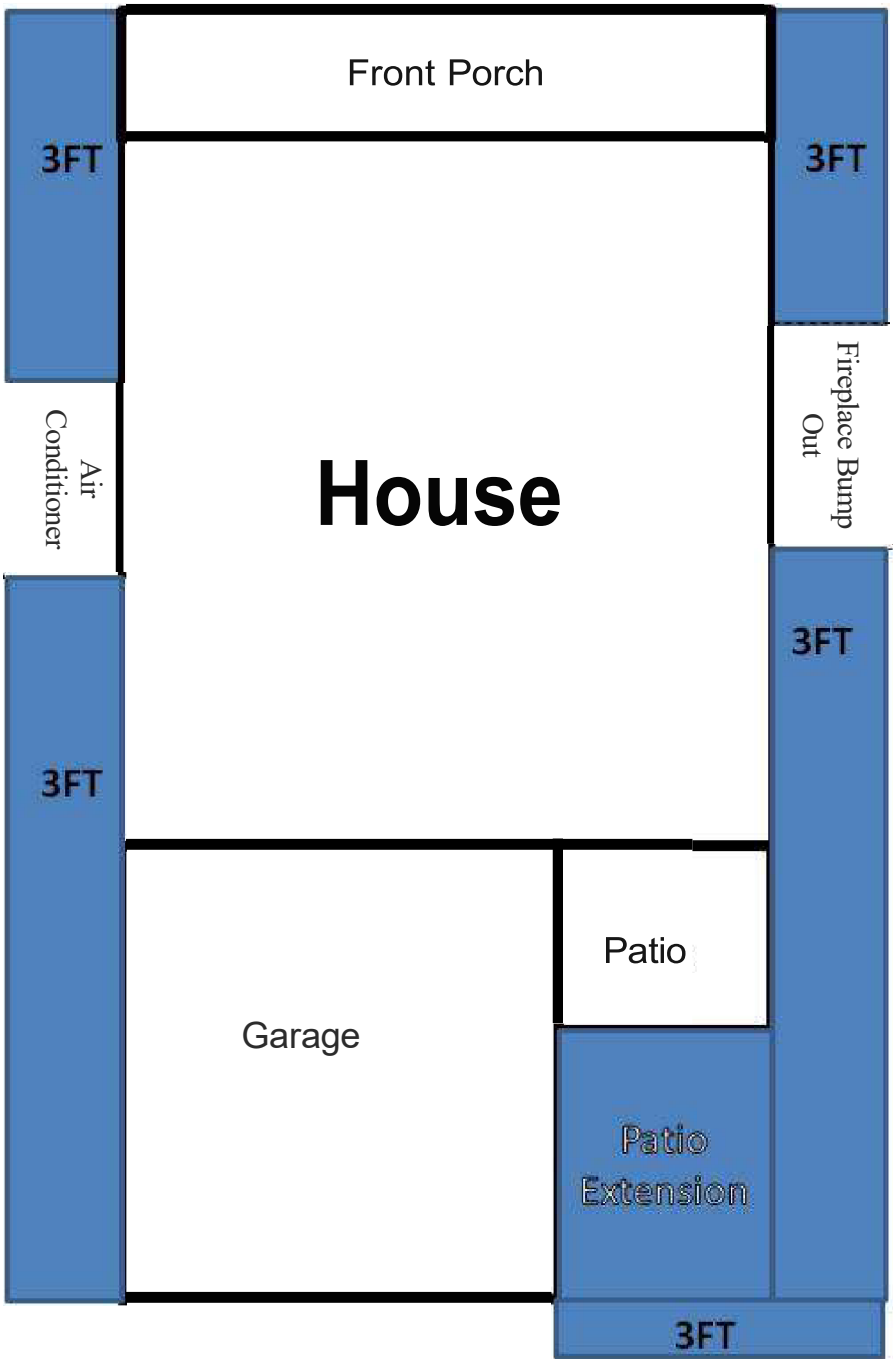
Note: All camera(s) must be mounted and directed to view only the immediate home to which the camera(s) are attached. The camera(s) may not be directed into another home, or upon another home's doorway, driveway, or patio area, or upon the common elements used by all residents. Each unit owner is responsible for ensuring that he or she is not violating the privacy of another owner/tenant in the community.

Village at Polaris Park Water Line Responsibility Diagram

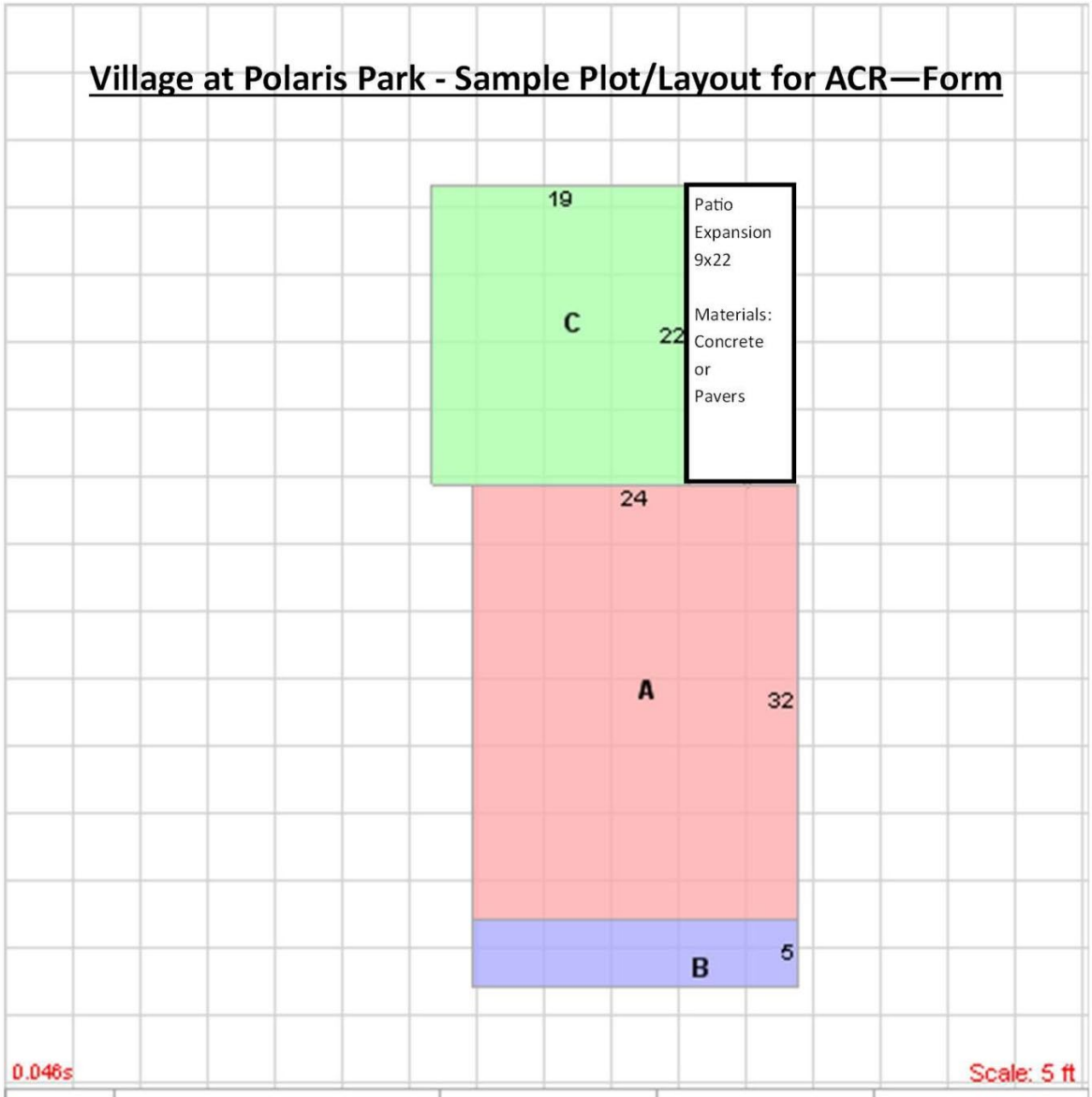


Village at Polaris Park
Sample Landscaping Bed Areas and Patio Extension

Blue area is the proposed patio extension and landscaping beds on sides of the home. All of these must be within the 3-foot boundary of the home.



Village at Polaris Park - Sample Plot/Layout for ACR—Form



ID	Label	Area	Perimeter	Dimension
A	2 s Fr / Slab	768	112	N/A
B	PR1	120	58	N/A
C	Fr GR1	418	82	N/A
D	1 s Fr OH	48	0	N/A
E	PT1	72	0	N/A