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Richard B. Metcalf T20000028730
Franklin County Recorder MLCHARLES

FOURTH AMENDMENT TO THE DECLARATION OF THE VILLAS AT EAST POINTE CONDOMINIUM

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of The Villas at East Pointe Condominium has been filed with the Auditor of Franklin County, Ohio, this 3rd day of March, 2000

AUDITOR OF FRANKLIN COUNTY, OHIO

Joseph W. Testa By: Janet E. Lensing

This Instrument prepared by Charles T. Williams, Attorney at Law, Treneff & Williams, 555 South ~~Third~~ Front, Suite 320, Columbus, Ohio 43215-5686.

RECEIVED
JOSEPH W. TESTA
MAR 03 2000
FRANKLIN COUNTY AUDITOR
BY
DEPUTY COUNTY AUDITOR

FOURTH AMENDMENT TO THE DECLARATION OF THE VILLAS AT EAST POINTE CONDOMINIUM

This Amendment to the Declaration of The Villas at East Pointe Condominium is made this 28th day of February, 2000

RECITALS

A The Villas at East Pointe Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium dated, October 25, 1994, and recorded on November 3, 1994, in Official Record 27831, page C-14 of Franklin County, Ohio; and as further amended in Official Record Volume 28565, Page A-15, 29364, Page I-17 and 30015, Page B-06

B Pursuant to Article XX of the Declaration of October 25, 1994, and the provisions of Ohio Revised Code Section 5311, the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Article XX of the Declaration and that 75% of all unit owners have consented to the following amendment

NOW THEREFORE, the Declaration of Condominium of October 25, 1994, is amended to read as follows:

C 1 Article III. Section 2, (g), Renting and Leasing is amended to read:

(g) No unit shall be used for any purpose other than a dwelling place for a single family and for purposes necessarily incidental thereto Notwithstanding any other provision of this Declaration or By-Laws, each unit shall be occupied by the owner of that unit, and no leasehold interest or general tenancy in others shall be created by the owner of any unit This provision shall become effective on the day when an amendment containing this provision is filed with the Recorder of Franklin County, Ohio; provided that such amendment shall not effect the existing term of any lease then in effect nor any unit then under lease at the time of recording If any unit under lease at the time of recording ceases to be occupied by a tenant for any period in excess of thirty (30) days, then that unit shall lose its status as a rental unit and be subject to the above prohibitions and conditions The Association shall have the power to promulgate rules and regulations to interpret and administer this provision, including the power and authority to make exceptions for unique family or ownership circumstances and/or for hardship, it being the purpose of this provision to maintain the character of the Condominium as primarily a housing community for owner-occupants This provision shall not restrict the right of an institutional first mortgagee, insurer or guarantor which takes title to a Unit by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to rent the Unit so acquired.

The Association may enforce this provision by commencing an action and seeking an Order in any Court of competent jurisdiction, and in the name of the unit owner as the owner's agent for this sole purpose, to evict the tenant residing in the offending unit, and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the unit owner violating this provision Any such costs so incurred shall be the subject of a special assessment against the offending unit and made a lien against the offending unit, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth

Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire unit No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Declaration, By-laws, and Rules and Regulations of the condominium shall be a default under the lease Prior to the commencement of the term of a lease the unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and time during which the lease term shall be in effect

If any unit owner or tenant fails to abide by these rules for rental units or the rules of the condominium and this Declaration and By-laws, the Association may commence an action for eviction in any Court of competent jurisdiction, in the name of the unit owner and as owner's agent for this sole purpose and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the unit owner violating this provision Any such costs so incurred shall be the subject of a special assessment against the offending unit and made a lien against the offending unit, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth

Notwithstanding the foregoing, the Association shall be bound by the provisions of Article XXI, Section 2 , relating to arbitration prior to the filing of any legal action

C 2 New Section, Article III, Section 2 (r), Limitation of Multiple Ownership of Units, is added to read:

(r) Limitation of Multiple Ownership of Units

No member of the Association shall be the owner, either directly or indirectly, as an individual, or as a minority or majority owner of a corporation, or as general or limited partner in any partnership, or as a trustee of any trust, of more than one (1)

unit in the condominium Those members of the Association who own either directly or indirectly more than one (1) unit in the condominium prior to the effective date of this provision shall be exempt from the effect of this rule for those units in the Condominium owned by them prior to the effective date of this provision Thereafter, this rule shall apply to all members of the Association The Association shall have the power to promulgate rules and regulations to interpret and administer this provision, including the power and authority to make exceptions for unique family or ownership circumstances and/or for hardship, it being the purpose of this provision to maintain the character of the Condominium as primarily a housing community for owner-occupants This provision shall not restrict the right of an institutional first mortgagee, insurer or guarantor which takes title to a Unit by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to own multiple units so acquired The Association shall have the power to enforce this provision by commencing an action and seeking an Order in any Court of competent jurisdiction to sell, at public or private sale, the offending unit, and shall charge all costs of such sale and enforcement, including reasonable attorney fees, to the unit owner violating this provision

Notwithstanding the foregoing, the Association shall be bound by the provisions of Article XXI, Section 2 , relating to arbitration prior to the filing of any legal action

C 3 Article IX, Section 1. shall be amended to add the following to the end of the first sentence:

" , excepting that the Association shall not be responsible for any improvements installed by the Unit owner to Limited Common Area such as patio enclosures and/or improvements to the Common Area such as steps and railings, and any landscape items planted by the Unit Owner and/or any other changes or additions to the Common or Limited Common Area made by the Unit owner "

C 4 Article IX, Section 2, shall be amended so that the first and second sentences now reads:

"Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner including improvements to the Limited Common Areas such as patio enclosures, and improvements to the Common Areas such as steps and railings, and any landscape items planted by the Unit owner and any other changes or additions to the Common or Limited Common Area made by the Unit owner Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of the patio enclosure roof, patio concrete slab, patio fence, storm doors, all windows, screens and doors, including the frames, sashes, thresholds and jambs, and the hardware therefor "

All other provisions of the Declaration of October 25, 1994, and all amendments thereto not modified

herein. shall remain in full force and effect

D The effective date of this Amendment shall be the date of recording with the Franklin County Recorder

IN WITNESS WHEREOF, the President and Secretary of The Villas at East Pointe Condominium Association have hereunto set their hands this 28th day of February 2000

Witness
Albertine L Snyder
Printed

President
DONALD E. HARTSHORN
Printed

Witness
John Bradley Britton
Printed

Secretary
Judith B. Renner
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Judith B. Renner and Donald E. Hartshorn, President and Secretary respectively and swore the signing hereof to be of their own free and voluntary act and that the same is true this 28th day of February, 2000

JOHN BRADLEY BRITTON
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 O.R.C.

NOTARY PUBLIC

I have read and approve this Amendment Signed this_____day of_____, _____

Address

Owner

Owner

27831E09

BYLAWS

(Code of Regulations)

OF

THE VILLAS AT EAST POINTE

CONDOMINIUM ASSOCIATION

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BYLAWS

(Code of Regulations)

OF

THE VILLAS AT EAST POINTE CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is The Villas at East Pointe Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for The Villas at East Pointe Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit owners (members) and of the Trustees (Board of Managers) of the Association shall be at such place in the county in which the Condominium Property is located as the Board of Trustees ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of The Villas at East Pointe Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Delaware County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, or upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote at such meeting, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum; Adjournment. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that

matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than seventy five percent (75%) of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration. Each successor Trustee shall be a Unit owner or spouse of a member, or an officer, employee, or principal of an entity that is a member.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners, who are not members of the Board, appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting of Trustees entitled to cast a majority of the voting power of Trustees, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 10. Voting Power. Each Trustee shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 9, above, shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;

(b) obtain insurance coverage no less than that required pursuant to the Declaration;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) repair, maintain and improve the Common Areas;

(e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;

(g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);

(h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) cause an annual budget to be prepared;

(d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

(e) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(f) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(h) cause the restrictions created by the Declaration to be enforced; and

(i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer other than the President need be a member of the Association, nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than one hundred twenty (120) days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit owner, at the expense of the Association, upon the affirmative vote of Unit owners exercising a majority of the voting power of Unit owners;

2. to each holder, insurer, or guarantor of a first mortgage upon a Unit who requests the same, in writing, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

3. during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, at the expense of the Association.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 25th day of October, 1994.

THE EPCON GROUP, INC.

By _____ PRES
(Name) (Title)

Sole Member

The Villas At East Pointe Condominium Association
5350 East Livingston Avenue, Columbus, Ohio 43232
(614) 861-1441 * (614) 863-7391 Fax

Januray 2025

To: All Unit Owners
Villas at East Pointe Condominium Association

Re: **2025** Budget

Dear Unit Owners:

The Board of Directors has reviewed proposals and Analyzed figures to come up with the **2025** budget. Working through this process, the Board of Directors found that there would have to be an increase this year.

To support the **2025** operating expenses and reserve contribution, the Board of Directors voted for the fees to increase for the upcoming year of **2025**.

Starting with your January **2025** payment, the fees will be:

Those currently paying $231.00 will pay $243.00
Those currently paying $262.00 will pay $276.00

I have enclosed a copy of the Board approved **2025** budget.

If you have any questions, please contact this office. Have a safe holiday season.

At direction of the Board of Directors
Cheri Matoltsy
Property Manager
Enclosure

064160 VILLAS AT EAST POINTE CONDOMINIUM ASSOCIATION,THE

Budget Approved

For the year beginning 01-01 and ending 12-31 80 Units approved 11-5-24

COA	Description	2023 Budget	2024 Budget	Approved 2025
4000	INCOME			
4001	OPERATING INCOME			
4020	ASSESSMENTS - MONTHLY	220,073.00	231804	243,972.00
4060	LATE CHARGES	0.00	1000	1,000.00
4080	CLOSING FEES*	0.00	600	600.00
4100	INTEREST - OPERATING	0.00	0	
4120	MISCELLANEOUS	2,000.00	0	
4180	CLUBHOUSE USAGE FEES	250.00	250	250.00
4293	LEGAL/COLLECTION	0.00		550.00
4340	INTEREST - RESERVES	0.00		
4350	INTEREST ALLOC TO RESERVES	0.00		0.00
4970		222,323.00		
4980	TOTAL INCOME	222,323.00	**233654**	**246,372.00**
4990	EXPENSES			
5000	BUILDING MAINTENANCE			
5010	BUILDING MAINTENANCE	2,000.00	1,329.00	1,000.00
5040	EXTERIOR REPAIR - NEW COA		500.00	5,000.00
5020	ROOF REPAIRS	1,000.00	0.00	250.00
5060	PLUMBING REPAIRS	1,000.00	500.00	3,000.00
5080	ELECTRICAL REPAIRS	500.00	250.00	200.00
5186	EXTERMINATING	1,200.00	1,200.00	1,000.00
5340	FIRE EXT & HYDRANTS	250.00	250.00	200.00
5610	GUTTER REPAIR	1,000.00	500.00	300.00
5799		6,950.00	**4,529.00**	**10,950.00**
6000	GROUNDS MAINTENANCE			
6040	CONTRACTED LAWN SERVICE	60,000.00	52,000.00	50,505.00

6045	ADDITIONAL LANDSCAPE	2,000.00	2,000.00	2,000.00
6285	TRAFFIC ENFORCEMENT	1,000.00	0.00	0.00
6353	SNOW SERVICES	12,500.00	14,000.00	10,000.00
6599		75,500.00	**68,000.00**	**62,505.00**
7000	POOL/CLUBHOUSE EXPENSE			
7040	CONTRACTED POOL SERVICE	0.00	4,000.00	4,200.00
7043	POOL PERMIT	500.00	500.00	500.00
7045	POOL REPAIR	4,693.00	5,000.00	5,000.00
7050	CLUBHOUSE CLEANING	2,400.00	2,400.00	2,400.00
7053	CLUBHOUSE REPAIRS	3,000.00	1,000.00	1,000.00
7195	CLUBHOUSE SUPPLIES	200.00	200.00	200.00
7201	CLUBHOUSE - CARPET	150.00	300.00	150.00
7290	HVAC - CLUBHOUSE	300.00	300.00	522.00
7311	INTERNET	672.00	700.00	1,200.00
7899		11,915.00	**14,400.00**	**15,172.00**
7900	UTILITIES			
7910	ELECTRIC	6,000.00	6,800.00	8,000.00
7920	WATER/SEWER	48,000.00	45,000.00	48,000.00
7930	TELEPHONE	640.00	600.00	600.00
7960	GAS-BUILDING	2,000.00	2,000.00	1,300.00
7999		56,640.00	**54,400.00**	**57,900.00**
8000	ADMINISTRATIVE			
8020	MANAGEMENT FEE	10,095.00	12,000.00	13,200.00
8030	NEWSLETTER COSTS	200.00	200.00	0.00
8040	POSTAGE	200.00	300.00	300.00
8044	COPIES/PRINTING/SUPPLIES	400.00	750.00	300.00
8060	CPA SERVICES	325.00	325.00	350.00
8080	LEGAL EXPENSE	3,000.00	1,500.00	1,500.00
8100	INSURANCE	20,000.00	32,000.00	37,195.00

8120	BANK CHARGES	0.00	250.00	0.00
8230		34,245.00	**47,325.00**	**52,845.00**
8479				
	RESTRICTED TRANSFERS TO RESERVES			
9000	POOLED RESERVES	37,073.00	45,000.00	47,000.00
9171		37,073.00		**47,000.00**
9299				
	TOTAL EXPENSES	222,323.00	**233,654.00**	**246,372.00**
9980				
	NET GAIN (LOSS)	0.00	0.00	0.00

24243

The Villas at East Pointe Owner Percentage PAR VALUES

2025 Monthly Assessment Schedule

FEES TO OWNERS----------> 243,972

Ownership Percentage Amount	reserve	fee	2025 Monthly Assessment	
1.196%	$52.77	$190.39	$243.16	$244.00
1.196%	$52.77	$190.39	$243.16	$244.00
1.196%	$52.77	$190.39	$243.16	$244.00
1.196%	$52.77	$190.39	$243.16	$244.00
1.356%	$59.82	$215.86	$275.69	$276.00
1.196%	$52.77	$190.39	$243.16	$244.00
1.196%	$52.77	$190.39	$243.16	$244.00
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1.356%	$59.82	$215.86	$275.69	$276.00
1.356%	$59.82	$215.86	$275.69	$276.00

2024 Monthly Assessment Schedule

FEES TO OWNERS----------> 231,475

Ownership Percentage Amount	reserve	fee	New 2024 Monthly Assessment	
1.196%	$46.14	$184.56	$230.70	$231.00
1.196%	$46.14	$184.56	$230.70	$231.00
1.196%	$46.14	$184.56	$230.70	$231.00
1.196%	$46.14	$184.56	$230.70	$231.00
1.356%	$52.31	$209.25	$261.57	$262.00
1.196%	$46.14	$184.56	$230.70	$231.00
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THE VILLAS AT EAST POINTE CONDOMINIUM ASSOCIATION

DATE: As of February 25, 2016

TO: All Owners and Residents

FROM: The Board of Directors

SUBJECT: Community Rules and Regulations

The Association is governed by: (1) the statutory law of the State of Ohio regulating the creation and operation of condominiums, currently Chapter 5311 of the Revised Code of Ohio; (2) the Condominium Declaration dated October 27, 1994, prepared under the above law, and the Bylaws included in the Declaration. Each owner is urged to read the Declaration and Bylaws.

THIS - BOOKLET INCLUDES THE COMMUNITY RULES AND REGULATIONS ADOPTED BY THE BOARD OF DIRECTORS AND AMENDED ON FEBRUARY 25, 2016.

IT CONTAINS SPECIFIC RULES AND REGULATIONS AUTHORIZED BY THE DECLARATION AND/OR THE BYLAWS. IT IS SUBJECT TO CHANGE BY ACTION OF THE BOARD DIRECTORS.

THIS BOOKLET IS DESIGNED TO ASSIST ALL CURRENT AND FUTURE UNIT OWNERS IN UNDERSTANDING THE RULES AND REGULATIONS UNDER WHICH THE ASSOCIATION OPERATES.

COLUMBUS, OHIO 43213

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BOARD OF DIRECTORS AND OFFICERS (As of 05/09/2024)

Sentry Management	www.sentrymgt.com	844-550-0336 payments 800-932-6636 questions
Property MGR. 4249 Easton Way #220 Columbus OH 43219 M – Thur 8:30 am – 5:30pm F 8:30 am – 4:30 pm	Cheri Matoltsy cmatoltsy@sentrymgt.com	614-861-1441 ext 55204 614-799-9800 after hours and follow prompts
//	//	//
President	Mark Goodman	614-531-9664
Vice President	Rod Rollins	304-588-4015
Secretary	Teri Purr	614-571-1746
Treasurer	Jordan Flory	419-956-9993
Director	Jayney Tolbert	614-425-1221
Director	Leslie Castoe	614-980-8896

Any and all situation/issues/complaints are to be called into the Property Manager, if the line is busy or no answer leave a message with the following information:

- Villas at East Pointe
- Your name • Address
- Phone #
- Brief description of the issue

IMPORTANT TELEPHONE NUMBERS

POLICE/FIRE DEPARTMENT

Emergency 911
Police - Non-emergency 614-645-4545
Fire - Non-emergency 614-221-2345

MANAGEMENT COMPANY

Sentry Management

Web site: www.sentrymgt.com
Payments.....844-550-0336
Information.....800-932-6636

Property Manager - Cheri Matoltsy..... 614-861-1441 ext 55204
after hours .....614-799-9800 ext 9

Clubhouse Telephone 614-866-0219

Trash Collection

The City of Columbus 614-645-NAVY (6289)
Bulk pickup (2 free pickup per year) .....311 option 2

INSURANCE COMPANY

Contact Property Manager – Cheri Matoltsy.....614-861-1441 Extension 207

VOTING LOCATION

Church of the Redeemer, 235 McNaughten Rd., Columbus, Ohio, Ward 46, Precinct C

THE VILLAS AT EAST POINTE
CONDOMINIUM ASSOCIATION
COMMUNITY RULES AND REGULATIONS
BOARD OF DIRECTORS

The Board of Directors is charged, in the Bylaws, with the responsibility for operation and management of the Association's affairs. The Board of Directors consists of six (6) Resident Unit Owners; all elected by fellow Unit Owners at the Annual Association Meeting. Directors will be elected annually each April at the Annual Meeting for a term of 3 years. The Directors will elect the Board Officers; President, Vice President, Secretary and Treasurer. The term for officers is effective for 12 months commencing immediately following date of election. Each unit shall be entitled to a single vote.

The Board of Directors shall have the right, power and authority to suspend the voting rights of a member during any period in which a member is in default in payment of condominium fees, fines, or any assessment levied by the Association.

The Board of Directors will conduct regularly scheduled meetings to review the Association's finances and operation. Any Unit Owner is welcome to attend these meetings, and may be placed on the agenda by contacting the President in writing (e-mails are not acceptable) 10 days prior to the regular meeting. The Board of Directors retains the right to call an Executive Meeting when deemed necessary. Meeting dates will be announced on the Bulletin Board in the Community Center and noted in the Community News Letter/flyer.

COMMITTEES

The Board of Directors has authorized the following committees: FINANCE, GROUNDS & BEAUTIFCATION, BUILDING & MAINTENANCE, CLUBHOUSE and SOCIAL. Other committees may be formed as needed.

Residents may volunteer to serve on committees. The President will also select one or more members of the Board of Directors to serve as a member of each committee.

Each committee will elect their own Chairperson during the first meeting of the year.

Each committee will meet in open sessions as often as deemed appropriate and report back to the Directors.

PROFESSIONAL MANAGEMENT

Under direction of the Board of Directors, a professional management agreement has been established with an independent manager who is an ex officio member of the Board of Directors. This manager monitors all maintenance activities (snow removal, lawn mowing, etc.) and is responsible for collecting all monthly fees, fines and assessments from Unit Owners and maintaining all official financial documents.

BYLAWS

Every Unit Owner should have received a set of Condominium Bylaws from the seller prior to the closing of their unit. It is the seller's responsibility to obtain a letter from the Board of Directors to direct the buyer to examine the Rules and Regulations which govern the Association prior to closing. The Buyer should acquaint themselves with the Bylaws as well as the Declaration of Condominium Association, a legal document you should have received when you purchased your unit.

PURPOSE OF RULES AND REGULATIONS

The purpose of the rules and regulations of The Villas at East Pointe Condominium Association is to establish rules that will allow the community to live within the best environment possible for all. The rules are established pursuant to and are an extension of the Association's Declarations and Bylaws. **It is the duty of each Association owner and resident to become knowledgeable of the Rules and Regulations and to observe them.**

MODIFICATION OF RULES AND REGULATIONS

The Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Directors with the guidance and recommendations of the appropriate committees.

ASSOCIATION DUES

Recommendations for changes to the Association dues are developed by the Finance Committee at their annual budget meeting. The Finance Committee Chairperson or designee presents their recommendations to the Board of Directors for their approval. The Finance Committee may also recommend assessments for special projects (painting, roofing, asphalt repairs, etc.), if necessary. Association dues are payable to The Villas at East Pointe Condominium Association on the first of each month. Dues should be sent to the management company currently in contract with the association. (Rev. 9/15/2011) A late charge of $25.00 for the 1st 3 times in a 12 month period, then on the 4th and there after $50.00 will be added to any account delinquent after the 10th of the month.

RETURNED CHECKS (NSF)

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

a. Charged back to the individual's account.
b. A $25.00 handling fee will be charged to that account.
c. Checks will be held until a replacement check has been cleared for payment.

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

1. Upon ten (10) days delinquency, a delinquency notice is sent by the management company and the Unit Owner's account is assessed a $25.00 late charge.
   - (Rev. 9/15/2011) A late charge of $25.00 for the 1st 3 times in a 12 month period, then on the 4th and there after $50.00 will be added to any account delinquent after the 10th of the month.
2. Upon sixty (60) days delinquency, a "pre-lien" letter is sent to the Unit Owner by registered mail. The delinquent Unit Owner is assessed $25.00 for this notice and the Unit Owner is invoiced monthly until payment is made. The Association's expenditure is recouped when the Unit Owner brings the account current.
3. **A lien** is automatically filed at ninety (90) days. The delinquent Unit Owner's account is charged any legal fees when a lien is filed. The Unit Owner is invoiced monthly until payment is made.
4. Should the Board of Directors determine to pursue foreclosure, a Notice of Intent to Foreclose is sent to the Unit Owner by the Association's attorney. If foreclosure is initiated, any attorney fees assessed are also added to the Unit Owner’s account. Any and all additional costs or attorney fees are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement. These actions are handled by the management company.
5. (Rev. 7/14/16) Owners/residents will lose all Clubhouse and pool privileges when an owner is in violation of the declaration/bylaws, rules and regulations or delinquent on any fees owed to the Association. Owners/residents will be notified of revocation and any subsequent cancellation of revocation of the above rights by letter from the management company.

ASSOCIATION MEMBERSHIP FEE

Each second and subsequent Unit owner shall be assessed a one-time Association Membership Fee of one month's fee for the unit, effective April 1, 1996. This fee is non-refundable and nontransferable. This membership fee shall become part of the capital replacement fund and used for the purpose of funding common area improvements of the Association.

ENFORCEMENT PROCEDURES (added June 2017)

A. The owner shall be responsible for any of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, of his/her home.
B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
D. In addition to any other action and if applicable, in accordance with the procedure outlined in **Section E below**, the Board may:
    a. levy any assessment for actual damages and/or
    b. levy a reasonable enforcement assessment per occurrence and/or
    c. if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
    1. Written notice(s) will be served upon the alleged responsible owner specifying:
        a. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment: and
        b. A description of the property damage or violation; and
        c. The amount of the proposed charge and/or enforcement assessment: and
        d. A statement that the owner has a right to; and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
    2. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item E-1 above.
        a. If an owner timely requests a hearing, at least seven days prior to the hearing the board shall provide the owner with a written notice to 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 charge for damages and/or an enforcement assessment will be immediately imposed; and
        b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days or the hearing.
    3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten days.

UTITLITES

Residents are responsible for maintenance and payment of their own gas, electric, cable television, telephone and calling to initiate service on the date of possession. Water and sewer utilities are paid for by the Association.

CONDOMINIUM INSURANCE

The Association's Board of Directors has insured the Association. The policy provides blanket coverage for building and liability insurance. It is the Unit Owner's responsibility to insure the interior of units for any items not a part of the original construction.

Your policy should include coverage for contents, personal liability, water damage to any interior covering or any other coverage you wish. It would be prudent to have your agent contact the Association's agent for coordination of coverage. (See page 4 for agent's name).

Unit owners are also responsible for providing insurance, if the units are occupied with relatives or have their relatives provide insurance on all contents of their unit, all structural updates, and all improvements not included as part of the unit's original construction.

LIMITED COMMON AREAS

Portions of the common areas are reserved for the exclusive use of the owners and occupants of a particular unit. These areas are "Limited Common Areas". The limited common areas appurtenant to each unit will consist of a fenced-in patio, the improvements within the patio including the concrete pad, and the parking space or spaces in front of that unit's garage.

OHIO GRILLING LAW (Added 8-15-06)

The new Ohio Grilling Law requires that all types of grills; gas, electric or char-coal etc. must be ten (10) feet away from all sides of the buildings. Propane tanks should not be kept next to the buildings or stored in the garages.

SWIMMING POOL RULES

The pool is for the exclusive use of the Villas at East Pointe residents and their guests. Any person who cannot be identified as a resident, or is not accompanied by a resident, will be asked to leave the pool area. The pool rules are as follows:

1. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

2. Residents age 13 and under must be accompanied and supervised by an adult at all times while inside the pool fence. Anyone age 13 and under who is inside the pool fence without adult supervision will be asked to leave the area inside the pool fence.

3. Guests are limited to four (4) per household, and must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present.

4. Smoking will be limited to the back two tables in the pool area on the East side. (Rev. 7/11/19)

5. No beverages of any kind can be consumed while in the pool. (Rev. 7/11/19)
   The following are prohibited:
   - Animals or pets
   - Running or disruptive behavior
   - Private pool parties
   - Electrical devices within 6 ft. of pool
   - Jumping or diving into the pool
   - Glass or other breakable items
   - Excessive noise
   - Excessive splashing
   - Large rafts when pool is crowded (more than 6 people in water)

6. Swimming is permitted only in garments sold as swimwear. All children must also wear swimsuits - no diapers are permitted in the water. Children who are not toilet trained must wear swim diapers (Rev. 2013) no regular diapers are permitted in the pool. Also, below shoulder length hair requires the use of a bathing cap, be in a ponytail, or braided.

7. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion) after use.

8. The patio umbrellas must be closed after use.

9. Wet swimsuits are not permitted in the Community Center lounge area (Clubhouse) and you must towel dry off/not dripping wet before entering the restroom.
10. The gas grill is to be operated by adult residents only and cleaned up after use.

11. The pool will be open daily during the swimming season 7:00 a.m. until 9:00 p.m. with 7:00 – 9:00 AM as an adult swim [no children, no music and no loud talking]. (Rev. 7/11/19). Sunday through Thursday and Friday and Saturday 9:00 a.m. until 10:00 p.m. (Rev. 2013)
12. Individuals using oil or lotion must place a towel on the patio chairs and lounges to protect the furniture.

COMMUNITY CENTER RULES

The Community Center is for the private use of the residents of the Villas at East Pointe. It is a nonsmoking facility. The party room is available for rent to residents for nonprofit parties.

Residents using the party room have exclusive use of only the party room. Guests may not use the pool or exercise equipment.

The Association takes pride in presenting our residents with a beautiful Community Center in which to relax with neighbors, friends, and guests. These rules and regulations are established to permit any resident of the Villas at East Pointe to enjoy use of the Community Center without infringement upon the privileges of other residents and their guests. The following Community Center policies and rules apply:

1. Each unit is allowed up to six (6) guests in the Community Center. If more than six (6) are desired, the resident must make arrangements to rent the Community Center (party room only). Guests must be accompanied by the resident at all times.

2. No smoking is allowed in the Community Center.

3. No pets or animals of any kind are permitted in the Community Center at any time except K-9 companion or Seeing Eye dogs.

4. No loud, boisterous noises, profanity, or other offensive behavior is permitted.

5. Residents are responsible to clean up after themselves.

6. Residents are responsible for closing and securing the Community Center when they leave.

EXERCISE EOUIPMENT RULES

Use of the exercise equipment is for the use of the Villas at East Pointe residents only who are 18 years or older. The equipment is not intended for use by children.

Guests are limited to two (2) per household, and must be accompanied by the resident at all times. Guests will be asked to leave if the resident is not present. Unit Owners have priority over guests for use of the equipment.

All persons using the equipment do so at their own risk and sole responsibility.

RENTAL RULES AND REGULATIONS FOR THE COMMUNITY CENTER

1. Only residents may rent the Community Center. The resident must be present and is responsible for their guests at all times.
2. A $175.00 refundable deposit (after inspection of facility) and a $25.00 non-refundable rental fees are required at reservation.
3. Children and teenage parties are prohibited.
4. The renting resident will have exclusive use of only the party room. Guests may not use the pool or exercise equipment. The pool may not be reserved for any party. No party items will be furnished by the Association.
5. The renting resident is responsible for all cleanup and trash removal.
6. Damages or thefts to the Community Center or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident will be billed for the difference.
7. Advise guests not to park in resident parking areas. They can park in the Visitor parking and on the main street along the inside of the circle. Encourage your guests to car pool.
8. No loud, boisterous noises, profanity, or other offensive behavior is permitted. Also, live or amplified music is not allowed outside the Community Center.
9. No pets or animals of any kind are permitted in the Community Center at any time except for K-9 companion or Seeing Eye dogs.
10. The Community Center is not to be used for private business meetings or any other commercial activities.
11. Reserving the Community Center for use on behalf of any outside organization is prohibited. An overt violation of this will result in deposit forfeiture.
12. Assure that guests depart in such a manner that they do not disturb other residents.
13. Close and secure the premises, lock all doors by the 1:00 a.m. on Friday or Saturday nights and 11:00 p.m. on other nights.
14. No events will be booked for residents under age 21. Adult (21 and older) residents only may make reservations and must be present.

15. No resident may make advance reservations for use of the Community Center on a weekend (Friday, Saturday or Sunday) more than three (3) times during the calendar year. There is no limit to the number of times a resident may make advanced reservations for use of the Community Center on weekdays (Monday through Thursday). However if the same person wants to rent the clubhouse for the same holiday every year, it may be denied if there is a request from another resident for that holiday. The security deposit of $175.00 and the non-refundable $25.00 checks are required at the time of the reservation. Checks shall be made payable to "The Villas at East Pointe Condominium Association".
16. The resident must arrange with the rental agent for inspection of the facility before and immediately after the event.
17. The Association and Unit Owners shall not be responsible for any articles, personal or otherwise, which are lost, stolen or missed by any resident or guest.
18. No lawn furniture from the pool area is allowed in the Community Center.
19. No more than sixty (60) people are allowed in the Community Center.
20. Inform guests not to litter common areas (flower beds, visitor parking area, streets, etc.) with cigarette butts or other trash.
21. The clubhouse folding chairs are not to be removed from the clubhouse at any time.

IF YOU WISH TO RESERVE THE CLUBHOUSE PARTY ROOM, CONTACT THE CURRENT CLUBHOUSE CHAIRPERSON. Current information is posted on the bulletin board.

COMMON AREAS

Those portions of the Condominium that are not part of the Units are called "common areas and facilities" under the Condominium Act.

PURPOSE:

The common area is for the sole and exclusive use, benefit and enjoyment of the residents for the purposes and in the manner in which such areas and facilities are ordinarily used. No one shall use the common areas in such a manner as to disturb others.

DAMAGE:

Unit Owners are responsible for the maintenance and repair resulting from damage to the common areas caused by a negligent or intentional act by the Unit Owner, residents of a unit, or guest/invitee of any Unit Owner or resident.

PERSONAL EFFECTS

All personal property, such as lawn chairs, bicycles, tables etc. must be stored inside the patio area or the garage. Nothing may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, gutters or roof, such as signs, awnings, canopies, shutters, television/CB/radio antennae, or any other device or ornament including the outer door and walls of a patio enclosure. A variance request may be submitted to the Board of Directors for their consideration to approve or disapprove. If approved, the installation must be professionally performed and approved by the Board of Directors with a variance. Trash and/or weeds are prohibited inside the patio area.

PROHIBITED ITEMS (Rev. 10-11-07)

The following items will be strictly prohibited in any common area of The Villas at East Pointe: any type of statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, mounted hose reels, laundry poles/clothes lines or other such items. Bushes, flowers or plants inside the patio area may not exceed one (1) foot above the fence and must be well maintained/trimmed (this does include weeds). **Nothing may be hung, displayed, affixed, or placed on the patio fences.** Patio fences may not be used for hangers of laundry (swimsuits, towels, rugs, etc. are included). Other personal property maintained within the patio should not be visible above the patio fence, with the exception of patio chairs, patio swings, gas grills and patio umbrellas. Patio umbrellas must be stored during the winter season (Nov. 1 – March 1). Exceptions must be approved by the Board with a variance.

Electric insect killers are prohibited within the patios or common area.

WATERING THE LAWN

The common area lawns are maintained by the Association's landscaping company. During the summer months, Residents should help water the grass, trees and shrubs around their unit, but no longer than 30 minutes per day in any one area, or in accordance with other watering instructions as directed by the Board of Directors and posted on the Bulletin Board in the Community Center. Care should be taken to prevent wasting water (by permitting water to flow down the drives and streets).

PERSONAL HOSE REEL/HOSES

Residents who choose to keep their hoses/hose reels outside during watering season must store loose hoses and or hose reels in the mulched area alongside the unit when not in use. Hoses and reels must be stored inside for the winter (Nov. 1 – March 1). No hangers are permitted to be mounted on the building.

Pets

Pet owners are responsible for promptly cleaning up after their animals. The common areas are for the enjoyment of all residents. These areas cannot be utilized if animal waste is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions of the **Association Declaration and Bylaws:**

1. All pets must be walked on a leash not more than eight (8) feet in length.
2. Patio areas must be kept clean and free of pet waste.
3. No animal pens or houses are permitted on patios or common areas.
4. Unit Owners will be assessed the cost for grounds maintenance personnel to clean up after their pets.
5. The cost of repairing damage done to Association property by an animal will be a special assessment to the Unit Owner responsible for that animal.
6. **Animal waste must be cleaned up immediately.**
7. Pets may not be staked inside the patio. Unit Owners will be required to take action to prevent their pets from annoying others.
8. No pet shall be tethered outside in the lawn or common area; nor shall any pet be tied to any patio fence.
9. (Rev. 3/16/09) All Unit owners are limited to one household domestic pet. It is recommended that a pet not exceed 20 pounds. However, the Board will consider variance requests for exceptions to the number of household domestic pets and weight rule. Each variance will be judged on its own merit. Pets shall be limited to dogs, cats, birds, and fish.
10. No pets are permitted in the Community Center or swimming pool area.
11. Pet owners are to walk only in the street when exercising pets.

Animals In General (Rev.7/10/08)

1. No food of any type is to be placed outside of any unit (condo) for the feeding of animals except for the approved bird feeders.
2. The cost of repairing damage done to the Association or residents property by an animal or food left to rot will be a special assessment to the Unit Owner responsible for the feeding of any animal.

PARKING/VEHICLES

1. RESIDENTS must park: (a) within the garage; (b) in the limited common area directly in front of the garage door.

2. GUESTS must park: (a) within the garage; (b) in the limited common area directly in front of the garage door; (c) in spaces at the Community Center. If a guest vehicle will be parked in a visitor parking space longer than 24 hours, notify the property manager or any Director. Provide the license #, make of vehicle and name and address guest is visiting.

3. Parking is prohibited on the grass & in the turn-around areas at the end of the driveway.

4. Temporary parking at the Community Center in the spaces designated is for residents visiting the Community Center and for guests of residents. Regular or continuous parking by residents in the visitor's spaces is prohibited.

5. Vehicles should be parked as close as possible directly in front of each garage door.

6. If guests are unable to park at the visitor's parking, then street parking is permitted on the main street along the inside of the circle.

7. Residents will be held responsible for the parking of their guests or any service personnel. Please inform them before or upon the arrival of proper parking.

8. In the winter residents must park in the garage, **if parking directly in front of the garage you or your guests must move the vehicle when the snow plow is clearing the drive way**.

9. (Rev. 7/14/16) Boats, trailers of any kind, motor homes/RVs, trucks larger than ¾ ton pickups, travel trailers, moving trucks, and storage/moving containers, or other such vehicles may not be parked on any street, visitor parking area, or elsewhere on the VEP property over 48 hours twice a year. (These items can be parked in the garage or in front of the garage.) Any vehicle parked in front of a garage must not exceed 20 feet in length and must not block normal access of other residents. Commercial vehicles, when in the area to perform service or repair work, are the authorized exception to time limitations, within reason, for parking on streets or in visitor areas. Driveways between the street and the garage areas must remain open at all times for emergency vehicles' access to all units – no parking in driveways at any time.

10. Inoperable vehicles (flat tires, expired license, etc.) or vehicles which cannot be identified as belonging to a resident, which are parked in any common or limited common area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. **No repair work is permitted on vehicles in the limited common areas or common areas except for short term emergency work (flat tires, battery change, etc.).**

11. The speed limit within the Association is 14 miles per hour. Reckless operation, excessive speed and parking or driving on the lawn is prohibited.

TRASH COLLECTION

1. Do not set out trash containers prior to 5:00 p.m. the day preceding collection.
2. Containers must be put away as soon as possible and not later than 9:00 p.m. the day of collection.
3. All trash for collection must be set out at the main streets next to the curb, **3 - 4 feet** space between cans.
4. Residents are responsible for clean-up of trash spillage from the containers.
5. Trash containers, when not set out for collection, **must be kept inside the garage**.
6. Our collection color is NAVY. For information regarding the current collection day, please call **614-645-NAVY** (6289).
7. Collection day for Recycling is every other Tuesday, except if there is a holiday on Tuesday then it changes to Wednesday for that week only.

GARAGE DOORS

In order to maintain an orderly and harmonious appearance and for safety and security, garage doors are to be kept closed when the garage is not in use.

MAINTENANCE AND REPAIR

The Association shall maintain and repair all common areas, utility lines in the common areas, lawns, shrubs, trees, walkways, and exterior of all buildings. In order to maintain uniformity, the Association will mulch the limited common areas outside the patio fence and along the sidewalk.

The Unit Owner is responsible for replacing plantings that she/he installed or those installed by a previous owner in the event the planting dies. The Association will mulch the planting in the common area.

Individual Unit Owners are responsible for the repair and maintenance of all components within the individual unit including the air conditioning unit appurtenant to that unit, plus all doors, windows, screens and patio gates and additions to fencing. All interior maintenance is the responsibility of the Unit Owner.

Routine Maintenance of Patio Enclosures

Maintenance of patio enclosures will be the responsibility of the unit owner **except as set forth in section D. of the 7th Amendment as being the association responsibility**. Owner's responsibility includes, but is not limited to any preventive maintenance such as caulking, rotted wood, window, door, roof and siding repair/replacement. To ensure uniformity of the community, the association will assume responsibility of painting patio enclosures, if and only when the entire building or building's trim is being painted. Any initial painting of enclosures will be the responsibility of the unit owner as well as painting of any siding or trim that is replaced. Such painting must be in the color the association directs.

EXTERIOR ALTERATIONS

No alterations, additions, fences, walls, patios, decks, mulch areas/flower beds etc. may be made to the exteriors of any unit, except any Board approved modification. No trees or shrubs may be planted, transplanted or removed in the common areas without prior written approval of the Board of Directors.

PATIO GATES

Patio gates may be installed at the Unit Owner's expense using only the approved design and specifications. Copies of the design and specifications area are available from the Board of Directors.

WINDOW COVERINGS

All window coverings, whether draperies, blinds (vertical or Horizontal) or valances must be white, off white or light beige on the exterior side. (Rev. 4-14-15)

WINDOWS AND STORM DOORS The Association approved storm doors are double hung or full light, white door, preferably with the brand name of Larson. Any other brand or style must have Board of Directors approval. (revised 4-14-14) A variance with complete details must be approved by the Board of Directors prior to replacing or changing windows or storm doors or to add tinting, sunshade film, energy efficient glass or other glass covering.

Exterior Front Doors (Rev. 10/13/16)

The main exterior door with a patio into a unit should be a solid door with two small windows near the top painted in the current approved color.

The main exterior door from an enclosure/sunroom shall be one of the following:
a) Solid door with two small windows near the top painted white;
b) Nine-pane, half window solid door painted white. Any enclosure/sunroom exterior door not as described above must be covered by full length white gathered sheers, full length white drapes, or full length white mini blinds.

SIGNS

Nothing may be hung or displayed from inside the windows except one professionally prepared "For Sale" sign no larger than 24 x 24. One security system decal may be placed in a window and one security system sign may be placed at the entry way to the patio. No real estate signs are permitted in any common area. Units with windows that are not visible from the street may place one (1) “For Sale” sign in the yard with the Board approved variance. Also, one open house directional sign located at the entrance to the community is permitted on weekends only.

OTHER ITEMS

Any other items not covered under the foregoing guidelines must be approved by the Board of Directors in advance.

ARCHITECTURAL CONTROL

No modifications, changes, additions, or improvements to the exterior of the unit buildings, common grounds and limited common grounds may be made without prior approval of the Board of Directors of the Association. Variance requests are available from the Board members. Requests must be submitted in writing to the Board of Directors. Impairment of Structural Integrity of Buildings: Nothing shall be done in any unit nor in or onto the common areas and facilities which would impair the structural integrity or would structurally change any of the buildings.

ARCHITECTURAL REGULATIONS

Nothing shall be permitted to hang or be displayed on the outside or inside of windows (except non-offensive window coverings - must be natural color, white off white, beige, etc.) or placed on the outside walls of a building or otherwise outside of a unit, and no device or ornament shall be affixed to or placed upon the exterior walls, roof, fence, gutters and doors, or any part thereof, unless authorized in writing by the Board. No building, fence, wall, sign or other structure shall be erected or maintained upon the condominium property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of same are submitted to and approved by the Board of Directors.

The following regulations have been established by the Board of Directors for items which will be permitted in the community and for which written approval will not be required. The Board reserves the right to review each addition for conformity. The additions of any other item, not covered here, will require Board review and approval.

WREATHS

One (1) wreath is permitted on the exterior of the original front house door, not to exceed 30" in diameter.

POSTS

One (1) metal post/hook, may be a single or double hook, is permitted per household for a hanging plant. For the double hook, one additional hanging planter maybe hung.

The post may only be placed within the patio area or outside the patio in the established mulched area. The post shall not exceed 7 feet in height. The post may be black or painted or stained to match the exterior building trim.

BIRD FEEDERS

Residents who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris which falls to the ground.

TREE HANGING STYLE

a) One (1) bird feeder is permitted per household.
b) The tree must be of maturity capable of supporting the feeder and feed.
c) The feeder may not exceed 6 inches in, width or 18 inches in height. d) Freestanding bird feeders are prohibited except with an approved variance.

BIRD HOUSES

a) One bird house is permitted per household.
b) The birdhouse must be hung in a tree of maturity capable of supporting the birdhouse.
c) The bird house may not exceed 8X8 inches in width or 10 inches in height. d) Freestanding bird houses are prohibited except with a Board approved variance.

BIRD BATHS

a) One bird bath is permitted per household.
b) It must be kept within the patio fence.
c) If a unit has an enclosed patio, they may have a bird bath with a Board approved variance.

FLOWERS

a) Flowers may be planted inside the patio fence or outside the patio fence only in existing mulched areas. Flowers are not permitted around any tree.
b) Bushes, flowers or plants inside the patio area may not exceed one (1) foot above the fence and must be well maintained/trimmed. (this does not include weeds). Nothing may be hung, displayed, affixed, or placed on the patio. (added 10-11-07)
c) Maintenance of the flowers is the responsibility of the resident and dead annuals are to be removed at the end of the season. Annuals which are not maintained during the growing season and become unsightly will be removed by the Association and the Unit Owner will be billed for removal.

FLOWER POTS

a) One (1) flower pot is permitted outside of the patio on the side walk. It must not be placed in any lawn area. It should be neutral tone in color and no larger than 18 inches in diameter and 18 inches in height.
b) Flower pots **may not** be hung from the spouting, fences or gutters
c) One (1) additional pot may be placed between neighbor's garage doors. The pot cannot be larger than 18 inches in diameter and 18 inches in height.
d) Flower pots must be stored for winter (Nov. 1 – March 1).

LANDSCAPE LIGHTS (GROUND LIGHTS)

a) Fixtures are limited to 12 inches in height, and spaced four (4) feet apart. They are allowed in the mulched area along the sidewalk or within the patio area.

FLAGS

a) The American Flag may be flown at any time and should follow normal flag protocol. (Rev. 4-16-14) Flags may not be attached to any vinyl fencing. Please submit a variance to install a flag by some other means. Units with enclosed patios may mount the flag holder to their patio enclosure.
b) College flags may be flown on game day during the appropriate season. Flags may not be attached to any vinyl fencing.

HOLIDAY DECORATIONS

a) Christmas lights and decorations are permitted to be placed in the common areas and/or building exteriors provided the decorations do not damage common area trees, building roofs, gutter's or siding. They may not be displayed before Thanksgiving Day, and must be removed no later than January 15th of the following year.
b) Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

LANDSCAPE CHANGES/ADDITIONS

If you are interested in adding trees, shrubs or any other permanent landscape material in the common area (outside the patio fence), detailed plans must be submitted to the Board in advance for written approval. Variance request forms are available from the Board members.

SOLICITATION AND GARAGE SALES

Solicitation by commercial enterprises is not authorized within the Villas at East Pointe. Due to restricted parking availability, garage sales and tag sales are specifically prohibited.

RENTAL/LEASING/SALES

1. No unit shall be rented/leased or used for transient or hotel purposes.
2. No unit shall be occupied by more than two (2) persons unrelated who are not the owners of the subject unit.

NOTE: For detail information on rental/leasing see; Attachment A “Fourth Amendment to the Declaration of the Villas at East Pointe Condominium.”

BUSINESS ACTIVITIES

No business activities of any kind whatsoever shall be conducted in any building or in any portion of the condominium. This does not apply to maintenance of buildings or transactions necessary to sell units.

RESIDENTIAL USE

No unit shall be used other than for residential purposes.

PARTY WALLS

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

OFFENSIVE ACTIVITY

No obnoxious or offensive activity shall be carried on within a unit or in the common area which may endanger the health or unreasonably disturb any resident of another unit.

MOVING RESPONSIBILITIES

If you are moving it is very important to contact the management company to inform them of who will be the new owner of record. It is the former Unit Owner's responsibility to make certain all condominium dues are current. It is also the former Unit Owner's responsibility to give the Association's Declaration and Bylaws to the new owners and this copy of the Villas at East Pointe Condominium Association Rules & Regulations. If necessary a copy will be provided and the cost charged to the seller.

RULES ENFORCEMENT

Among the duties of the Board of Directors are establishing the rules. Enforcement of rules and regulations are the responsibility of the management company.

The first violation of a rule is a warning. If a second violation of the same rule(s) occurs within 30 days of the first violation (if the violation is not corrected or a variance submitted) there is a $50.00 fine. If there is a third and subsequent violation within 30 days, there is an additional $50.00 fine for each subsequent occurrence.

Any resident of the Villas at East Pointe may file a complaint citing a violation of these Rules and Regulations. A letter or the Formal Complaint Form (page24) should be signed and delivered to the Board of Directors. The complaint will be investigated and processed for further action.

CHECKLIST OF MAINTENANCE RESPONSIBILITIES

PROBLEM	OWNER	ASSOC
Chimney: vents & dampers within units . exterior siding, exposed flue, flashing	X	 X
Doors: weather stripping, storms & screens	X (see note 2)	
Doors: garage, entry doors and storm doors Painting: painting (see note 1)	X	 X
Fences: patio fences		X
Heating & Air Conditioning system	X	
Landscape: trimming of trees/shrubs in common areas		X
Patio: concrete slab replacements & maintenance	X	
Pipes: personal–gas, water, sewers–servicing one unit servicing more than one unit	X	 X
Property Damage within a Unit	X	
Walls: interior maintenance exterior structural maintenance	X	 X
Windows: caulking, frames, glass, screens	X	
Wiring: electrical & telephone – servicing one unit	X	
Foundation Walls, Footing, Drains		X
Garages: structural maintenance, siding, trim, door (surface finishing) negligence by owner or guest will be an owner responsibility	X	X (see note 1)
Interior Damage: structural - caused by main building roof leak, etc		X
Interior Damage: structural - caused by enclosure/sunroom roof leak	X	
Light Fixtures: exterior & light bulbs	X (see note 2)	
Painting: exterior color selection		X
Pavement: all black top pavement		X
Roofs: (excluding Enclosure roofs) shingles, flashing, gutters, downspouts (**except for downspouts in driveways**)		X
Snow Removal: roads, driveways, walks and a path to front doo		X
Satellite dish instauration	X (see note 2)	
Walks: sidewalk **except for owner & previous owner installed walks and steps**		X

Note 1: The painting of all exterior surfaces of doors and the surface treatment/finish of the main garage door is performed by the Association as a routine part of exterior maintenance. Replacement, as required, of doors, windows, frames, hardware, etc. is a part of the Unit Owner's responsibility.

Note 2: Prior to replacing/adding the style, model or placement must have approval of the Board of Directors

CHECKLIST OF PEST CONTROL RESPONSIBLITIES

PROBLEM	OWNER	ASSOC
ANTS: Carpenter		X
Honey	X	
pavement*	X	
Pharaoh	X	
BEES: honey		X
wood		X
CENTIPEDES	X	
CHIMNEY VARMINTS	X	
CHIPMUNKS		X
EARWIGS	X	
FLEAS	X	
GROUNDHOGS		X
HORNETS		X
INDIAN MEAL MOTHS	X	
MICE	X	
MILLIPEDES	X	
POSSUMS		X
RACCOONS		X
RATS	X	
ROACHES*	X	
SILVERFISH	X	
SKUNKS		X
SNAKES		X
SPIDERS	X	
SQUIRRELS		X
TERMITES		X
TICKS	X	
VOLS		X
WASPS		X
WOODPECKERS		X

*In the event that the entire building requires treatment to prevent further infestation, the Association will incur the expense.

THE VILLAS AT EAST POINTE CONDOMINIUM ASSOCIATION

FORMAL COMPLAINT

VIOLATOR(S): (if known)

_____

_____

ADDRESS: _____

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

_____

_____

_____

_____

_____

_____

Signature _____

Address _____

Date _____

Return to: Attention: Cheri Mataltsy
4249 Easton Way #220, Columbus OH 43219

VARIANCE REQUEST
Villas at East Pointe Condominium Association

APPLICANT: _____

ADDRESS: _____ PHONE: _____

Please review the instructions below. The Variance Request will not be considered unless this form is entirely completed.

1. **FOR LANDSCAPE INSTALLATIONS**
   Indicate the type, species, and size of plant at maturity. Utilize the back of this sheet to make a sketch of your condominium and the proposed location of the plant material. Be certain to indicate existing plants on the sketch. Also, make mote of who will install plant material.

2. **FOR OTHER ITEMS**
   Indicate the purpose, size and color of the item. Utilize the back of this sheet to make a sketch of your condominium and the proposed location of the item. Indicate how the item will be installed and who will install it.

I AM REQUESTING APPROVAL OF A VARIANCE FROM THE CONDOMINIUM Declarations and Bylaws for the purpose of installing:

_____

_____

_____

_____

_____

_____

_____

----------**FOR OFFICE USE ONLY**----------

Date of Request: _____ Date Received:_____ Received By: _____

_____ Approved: _____ Disapprove: _____
_____ Approved: _____ Disapprove: _____
_____ Approved: _____ Disapprove: _____
_____ Approved: _____ Disapprove: _____
_____ Approved: _____ Disapprove: _____
_____ Approved: _____ Disapprove: _____

Final Decision: Approved: _____ Disapprove: _____ Date: _____

Approved w/ Specifications: _____
_____