

HANDBOOK - BETHEL VILLAGE CONDOMINIUMS

TABLE OF CONTENTS

1. INTRODUCTION

1.1	SCOPE AND PURPOSE.....	4
1.2	AUTHORITY	4
1.3	ENFORCEABILITY	4
1.4	APPLICABILITY	4
1.5	RELATIONSHIP TO DECLARATION AND OHIO LAW	4

2. THE TRAFFIC AND PARKING REGULATIONS OF BETHEL VILLAGE

2.1	PARKING PERMITTED	4
2.2	PARKING PROHIBITIONS IN SPECIFIED AREAS.....	4
2.3	COMMERCIAL AND RECREATIONAL VEHICLES AND OTHER PROHIBITED USE VEHICLES.....	5
2.4	LICENSE REQUIRED	5
2.5	NO INOPERABLE VEHICLES OR REPAIRS.....	5
2.6	STORAGE	5
2.7	UNPAVED AREAS.....	6
2.8	PAVED AREAS	6
2.9	NO PARKING ZONES	6
2.10	OBSTRUCTION OF TRAFFIC	6
2.11	GARAGES	6
2.12	NUMBER OF VEHICLES	6
2.13	CAR WASHING	6
2.14	MOVING VIOLATIONS	6

3. AMENITIES

3.1	WAIVER OF LIABILITY	7
3.2	KEY FOBS	7
3.3	CLUBHOUSE AND FITNESS CENTER.....	8
3.4	RESERVATION OF CLUBHOUSE.....	8
3.5	SWIMMING POOL.....	9

4. OCCUPANCY

4.1	PETS	10
4.2	TRASH DISPOSAL	10
4.3	NEW OWNER.....	11
4.4	RENTAL.....	11
4.5	NOISE.....	12

4.6	COMMON AREAS	12
5.	<u>ARCHITECTURAL CONTROL</u>	
5.1	ALTERATIONS/MODIFICATIONS TO COMMON AREAS	12
5.2	APPLICATION PROCESS FOR ALTERATIONS/ MODIFICATIONS TO COMMON AREAS	13
5.3	ALTERATIONS/MODIFICATIONS/REPAIRS TO UNITS.....	14
5.4	GENERAL RESTRICTIONS.....	14
5.5	STRUCTURAL CHANGES.....	14
5.6	TEMPORARY STRUCTURES.....	14
5.7	FOR SALE SIGNAGE	14
5.8	SPECIFIC PROHIBITIONS	14
5.9	APPROVED CHANGES.....	15
5.10	HOT TUBS.....	15
5.11	GRILLS.....	15
5.12	SATELLITE DISH POLICY.....	15
5.13	COMBINING DECKS WITH PATIOS	16
5.14	COMBINING DECKS WITH FENCED AREAS.....	16
5.15	PATIO WITH FENCE	16
5.16	OVERHEAD STRUCTURES.....	16
5.17	SERVICE DOORS	16
5.18	EXTERIOR LIGHTING	16
5.19	SIDELIGHTS AND BASEMENT WINDOWS	17
5.20	STORM AND SCREEN COMBINATION DOORS	17
5.21	SEASONAL DECORATIONS.....	17
5.22	OUTDOOR FURNISHINGS	17
5.23	LANDSCAPING	18
5.24	FIREWOOD AND DISCARDS.....	19
5.25	FRONT PORCHES AND DRIVEWAYS.....	19
5.26	STRUCTURES AND PERSONAL PROPERTY	19
6.	<u>ENFORCEMENT</u>	
6.1	DISTRIBUTION OF RULES	19
6.2	ENFORCEMENT ASSESSMENTS	20
6.3	TOWING/IMMOBILIZATION OF VEHICLES	20
6.4	REQUEST FOR COMPLIANCE.....	20
6.5	NON - COMPLIANCE	20

APPENDIX A

EXCERPTS FROM THE DECLARATION OF CONDOMINIUM..... 21

APPENDIX B

DEFINITIONS..... 26

APPENDIX C

PROCEDURE TO OBTAIN RULES ENFORCEMENT 27

APPENDIX D

PET REGISTRATION FORM 29

1

INTRODUCTION

- 1.1 SCOPE AND PURPOSE - This publication is intended for use by the owners and residents of Units in Bethel Village Condominium ("Bethel Village"). It sets forth the various rules and regulations (the "Rules & Regulations") enacted by the Board of Directors (the "Board") of the Bethel Village Condominium Association (the "Association"). Appendices have been included which restate the restrictions (the "Restrictions") contained in the Amended and Restated Declaration (the "Declaration"), which outline the procedures for filing complaints with respect to violations of the Rules and/or Restrictions and which define certain terms used in the Rules & Regulations.
- 1.2 AUTHORITY - All Rules & Regulations have been adopted and will be enforced by the Board under the express authority granted in the Declaration, Article III, Section 2(q), Rules and Regulations ". . . to promote harmony, to serve the best interests of the unit owners, as a whole, and to protect and preserve the nature of the condominium and the condominium property."
- 1.3 ENFORCEABILITY - The Declaration mandates that the Board enforce the Restrictions contained in the Declaration, authorizes enforcement of the Rules & Regulations enacted by the Board, and provides a variety of sanctions including the assessment of fines, enforcement, and legal costs.
- 1.4 APPLICABILITY - These Rules & Regulations supersede all previously published rules and regulations. The Board reserves the right to modify or add to the Rules & Regulations from time to time as it sees necessary in its sole and unfettered discretion, including but not limited to the rate and assessments of fees, fines, etc.
- 1.5 RELATIONSHIP TO DECLARATION AND OHIO LAW - These Rules & Regulations expand on some of the Restrictions contained in the Declaration and on Ohio Law. Ohio Law, the Declaration, and the Rules & Regulations, are all applicable, and controlling in that respective order.

2

THE TRAFFIC AND PARKING REGULATIONS OF BETHEL VILLAGE

- 2.1 PARKING PERMITTED - Parking of vehicles is permitted only in garages or designated parking spaces in streets or parking lots.
 - 2.1.1 Each owner is assigned parking based on the size and type of their unit:
 - 1 car garage and driveway
 - 1 car garage and an assigned parking spot
 - 1 car garage, a driveway and an assigned parking spot
 - 2 car garage and a 4-car driveway
 - 2 car garage and an assigned parking spot
 - 2 assigned parking spaces

Overflow or guest parking spaces should only be utilized if your personal vehicles are parked in your garage, driveway and assigned parking spaces first. Storing extra vehicles in overflow or guest parking spaces is prohibited.
- 2.2 NO STREET PARKING starting 5 p.m. the day before trash collection pick up until 2 p.m. on trash day. Vehicles that remain parked on the streets during this timeframe will be towed off the premises. The unit owner/occupant is responsible for retrieving their vehicle and any/all associated costs and charges will be charged as special individual unit assessment.

2.3 PARKING PROHIBITIONS IN SPECIFIED AREAS - Parking of vehicles is prohibited in the following areas:

- 2.3.1 In front of or within 5 feet of a driveway.
- 2.3.2 In any intersection.
- 2.3.3 Within 10 feet of any fire hydrant.
- 2.3.4 Within 20 feet of an intersection.
- 2.3.5 Within 30 feet of a stop sign.
- 2.3.6 Alongside or opposite to any street repair or excavation when such parking would obstruct traffic.
- 2.3.7 Alongside any vehicle that is stopped or parked at the edge of a street curb.
- 2.3.8 More than 12" from any curb.
- 2.3.9 In any designated fire lane where proper signs are posted or painted on pavement.
- 2.3.10 Across, straddling, or on the boundary lines of any designated parking area as marked by painted lines on the pavement.
- 2.3.11 In any area designated as a no parking or tow away zone by properly posted signs or designations painted on the pavement.
- 2.3.12 In such a manner as to leave less than 10 feet of the width of such surfaces for the free movement of emergency vehicles and other vehicular traffic.
- 2.3.13 In any direction other than the direction of travel on that side of street in which the vehicle is parked.
- 2.3.14 In the parking areas adjacent to the fitness center, unless you are using the clubhouse at the time. These areas are not for overnight parking or storing extra vehicles.

2.4 COMMERCIAL & RECREATIONAL VEHICLES AND OTHER PROHIBITED USE VEHICLES – Except as otherwise expressly provided by the Declaration, Rules & Regulations or applicable law, or as approved by the Board, in its sole discretion, no boat, trailer, camper or other recreational vehicle, or commercial vehicle may be parked on any roadway, parking area, or other paved area of Bethel Village outside of a garage with the garage door closed without prior written Board approval. As defined by these documents a commercial vehicle shall be defined as:

- 2.4.1 All vehicles with a length of more than 21 feet; dump trucks; tow trucks; flatbed car-hauling trucks; box trucks; vans larger than one-ton capacity; pickup trucks larger than one-ton capacity; semi-trailers; trucks or any other vehicle with dual tires; and all vehicles considered to be a "commercial motor vehicle" under Section 4506.01(D) of the Ohio Revised Code;
- 2.4.2 All trucks, cars, vans and other vehicles registered and/or licensed (or required to be registered and/or licensed) as a commercial vehicle under applicable local, state or federal laws, ordinances, rules or regulations;

- 2.4.3 All trucks, cars, vans and other vehicles with visible exterior storage of tools, equipment or materials (including, but not limited to, ladders) or with housing for ladders;
- 2.4.4 All vehicles containing advertising wraps or corporate logos visible to the exterior of the vehicle.
- 2.4.5 Nothing contained in this Section 2.5 shall be construed to prohibit the infrequent parking, for periods of time that are reasonable under the circumstances, of
 - An emergency vehicle;
 - A vehicle operable by a person providing repairs, maintenance or other services to a unit, to any part of the common areas, to a unit owner, to a resident, or to the Association or for similar non-social purposes; or
 - A trailer, camper or other vehicle for the purpose of loading or unloading the same.
- 2.5 LICENSE REQUIRED – Vehicles without a valid license for operation on Ohio roads and highways shall not be parked, stored, or operated on any roadway, parking area, or other area of Bethel Village. (Including mopeds and ATVs)
- 2.6 NO INOPERABLE VEHICLES OR REPAIRS - No vehicle shall be parked on any roadway, parking area, or other paved area of Bethel Village in a non-operable condition (unless parked wholly within the boundaries of a Garage) for any period longer than is reasonably necessary to render said vehicle operable. No repairs shall be performed on any vehicle on any roadway, parking area, or other paved area of Bethel Village, except for minor repairs intended to render a vehicle operable, such as tire changes or battery replacement, requiring only a brief time and that do not result in noise or other nuisances that might unreasonably disturb another person or prevent the passage of another vehicle.
- 2.7 STORAGE DEFINITION - No vehicle shall be parked or stored on any roadway, parking area, or other paved area of Bethel Village that meets any of the following:
 - 2.7.1 Is not driven outside of Bethel Village at least once every seven (7) days.
 - 2.7.2 Is covered, in whole or in part, by a car cover, tarp, or any other protective covering.
 - 2.7.3 Is unreasonably unsightly by reason of rust, damage, or other cause.
- 2.8 UNPAVED AREAS - No vehicle, trailer, or other over-the-road equipment shall be operated, parked, or stored on any area of Bethel Village that is not paved or a roadway, unless specifically authorized by the Board for purposes of repairing or maintaining the common elements.
- 2.9 PAVED AREAS: No sporting activities or games (including, but not limited to, basketball, skateboarding, baseball, football) on any street or paved area.

- 2.10 NO PARKING ZONES - No vehicle shall be parked on any roadway, parking area, or other paved area of the condominium property on or adjacent to a painted stripe, or painted "no parking" area, that is painted in any color on a roadway or other paved area, except for white stripes painted to outline "head-in" parking spaces, or on the side of a roadway next to and between "no parking" signs.
- 2.11 OBSTRUCTION OF TRAFFIC - No vehicle shall be parked on any roadway, parking area or other paved area of the condominium property in a manner that would make it difficult or impossible for fire or other emergency vehicles or service vehicles to travel over customary traffic lanes.
- 2.12 GARAGES - Nothing contained in these Rules & Regulations 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. Storage of hazardous materials is not permitted in garage. Garage doors must be closed completely when not in use.
- 2.13 NUMBER OF VEHICLES – No more than three vehicles per unit may be routinely parked or stored in Bethel Village at any given time, including vehicles parked in a garage.
- 2.14 CAR WASHING - Car washing is permitted only between the hours of 8:00 a.m. and 8:00 p.m. Car washing is permitted in the owner's parking space or driveway only. Cars may not be washed in the garage.
- 2.15 MOVING VIOLATIONS
 - 2.15.1 SPEED LIMITS ESTABLISHED - Speed Limits - No person shall operate a motor vehicle in Bethel Village in excess of **11 miles per hour at anytime.**
 - 2.15.2 STOP SIGNS - FAILURE TO STOP - No person shall operate a motor vehicle past any stop sign in Bethel Village without first bringing his/her motor vehicle to a complete stop.
 - RECKLESS MOTOR VEHICLE OPERATIONS - No person shall operate a motor vehicle in any manner which is classified as "reckless" under any applicable traffic code, law, or ordinance. The fact that the streets and roadways of Bethel Village are private does not prohibit law enforcement from enforcing these codes, laws, and ordinances within Bethel Village.

3 **AMENITIES**

- 3.1 WAIVER OF LIABILITY - All persons using Bethel Village's fitness center, pool, pool area, and sports field, do so at their own risk and sole responsibility. THERE ARE NO LIFEGUARDS ON DUTY AT THE POOL. It is, therefore, recommended that no one enter the pool area without another capable adult swimmer present. The Association assumes no responsibility for any accident, injury, or death occurring in connection with any use of the pool, pool area, fitness center, or sports field. By their use and enjoyment of the fitness center, pool, and any related facilities, all persons hereby release and discharge the Association from any and all liability for accidents, injuries, or deaths arising from the use or operation of these recreational facilities.

3.2 KEY FOBS - A maximum of two key fobs for access to the clubhouse will be issued per unit to owners/residents who are in good standing. The unit owner of record will be issued the key fob(s) and will be responsible for them. If the unit is an approved rental unit, the unit owner will be responsible for issuing keys fob(s) to their tenant(s) or for providing the Association with written authorization to release the key fob(s) to their tenant(s). Tenants must show identification to pick up key fob(s).

3.2.1 There will be a \$15.00 deposit required for each key fob. The deposit will be returned in full within 30 days of the return of the key fob to the Association. If all key fobs issued to a unit owner are not returned within 30 days of a unit owner moving from Bethel Village, the deposit will be forfeited.

3.2.2 If a key fob is lost or stolen please report it to the clubhouse staff immediately. The original key fob will be deactivated. There will be an additional charge for a new key fob (original key fob \$15; 1st replacement \$30; 2nd replacement \$45; etc).

3.2.3 If at any time the key fob does not work, please report it to the clubhouse staff immediately and request issuance of a new key fob. There will be no charge to replace a defective key fob.

3.2.4 Owners with delinquent Association account balances will not be permitted to use the amenities. Key fobs issued to their unit(s) will be deactivated until such time as their account balances are brought current.

3.2.5 Key fobs are non-transferable. Therefore, key fobs used by anyone other than the owners or residents of the unit to which they have been assigned will be deactivated. The first occurrence will result in a warning, 2nd will result in a \$50 fine, 3rd will result in suspension of clubhouse use.

3.2.6 Owners/residents will be held liable for loss, damage, or misuse of key fobs.

3.2.7 Admission to the fitness center and pool is limited to registered residents, owners, and guests.

3.2.8 All guests using the facility are required to sign in and out so that staff may monitor usage.

3.2.9 Unit owners/residents must accompany their guests and are responsible for the behavior of their guests. All guests must sign in at the front desk.

3.2.10 Identification may be requested of any person using the fitness center or pool by property management staff. Use of the fitness center and/or pool by unauthorized individuals shall be considered and will be treated as a trespass.

3.3 CLUBHOUSE AND FITNESS CENTER

3.3.1 HOURS OF OPERATION - The clubhouse may be used only between the hours of: 6:00 AM – 9:30 PM MONDAY – THURSDAY; 6:00 AM – 9:00 PM ON FRIDAY AND 9:00 AM TO 9:00 PM SATURDAY AND SUNDAY. Hours may be changed at the discretion of the Board.

3.3.2 MAXIMUM OCCUPANCY - Occupancy is limited to 36 persons.

- 3.3.3 AGE LIMIT – Equipment should be used at the risk of the user. Children under the age of 15 should be supervised and accompanied by an adult who knows how to use the equipment in the fitness center. Unsupervised/unaccompanied children under the age of 15 are permitted in the fitness center but may not use the equipment and or disturb others while using the fitness center.
- 3.3.4 ATTIRE - Proper exercise attire is required in the fitness center and clubhouse. No one in wet bathing attire is permitted in the clubhouse, except in the rest room areas.

3.4 RESERVATION OF CLUBHOUSE

- 3.4.1 RESERVATIONS FOR PRIVATE USE - The clubhouse is available to owners and residents in good standing for exclusive private use, in accordance with these Rules & Regulations.
- 3.4.2 OUTSIDE ORGANIZATIONS/COMMERCIAL USE - No person shall reserve the clubhouse for use on behalf of any outside organization, for any use where a fee is charged for attendance, or for any commercial use.
- 3.4.3 ASSOCIATION FUNCTIONS - Association functions hold priority over all other functions and shall be entered in the reservation book as soon as the need is determined.
- 3.4.4 POOL & FITNESS CENTER MAY NOT BE RESERVED - The fitness center and swimming pool may not be reserved for private use.
- 3.4.5 LIMIT ON RESERVATIONS - No owners or residents may make reservations for use of the clubhouse on a weekend (Friday, Saturday, or Sunday) more than three (3) times during a calendar year. There is no limit to the number of times an owner/resident may make reservations for use of the clubhouse on weekdays (Monday through Thursday).
- 3.4.6 AGREEMENT - A reservation contract must be signed, and the appropriate rental fee and security deposits must be paid before use will be permitted.
- 3.4.7 AGE LIMIT - An adult owner/resident must be present at all times for any parties of persons under 18 years of age, and the reservation must be signed by the adult owner/resident.
- 3.4.8 DAMAGES - Owners/residents reserving the clubhouse are responsible for promptly restoring the building and grounds to a clean and orderly condition. They are liable for any damage to the building, furnishings, and/or equipment as specified in the reservation contract.
- 3.4.9 INSPECTION - An inspection report will be reviewed with, and signed by, each owner/resident prior to their event. The same report will be used by management to determine the extent of any charges for damage.
- 3.4.10 CANCELLATION - If an owner/resident cancels a reservation less than two (2) weeks prior to the reserved date, a cancellation fee may be charged. Cancellation notification in excess of two (2) weeks prior to the reserved date will result in a full refund.

- 3.4.11 NOISE - It is the responsibility of the owner/resident to assure that the noise level is not excessive including when using a DJ.

3.5 SWIMMING POOL

- 3.5.1 ATTIRE - Proper swimming attire must be worn by any person swimming or being in the waters of the pool. Thongs are not considered proper swimming attire.
- 3.5.2 An individual without swimming skills must be accompanied by someone who can swim. No life guards are on duty and individuals must swim at their own risk.
- 3.5.3 RUNNING/DIVING - No running or horseplay is permitted in the pool area. No diving is permitted. Unruly behavior will result in suspension of pool privileges.
- 3.5.4 GLASS - No glass bottles or glass containers are permitted in the pool area. This is also a violation of the County Health Department, Ohio Administrative Code 3701-31.
- 3.5.5 FOOD and BEVERAGES – Eating and drinking in the pool or within three feet of the pool shall not be permitted. Each person is responsible for their trash at all times.
- 3.5.6 SMOKING – Smoking is not permitted in the pool area. This includes but not limited to cigarettes, cigars, pipes, vape pens, e-cigarettes.
- 3.5.7 PETS - No pets are permitted in the pool area. This is also a violation of the County Health Department, Ohio Administrative Code 3701-31.
- 3.5.8 NOISE - Loud music or parties which disturb or infringe on other residents' use and enjoyment of the pool and pool area shall not be permitted.
- 3.5.9 ELECTRONIC EQUIPMENT: Radios, boom boxes, any other personal or individual speakers are prohibited. Use of personal electronic devices such as cell phones, laptops, ipods, etc. shall not be permitted within three feet of the pool. No cameras/cell phones will be permitted in the bathrooms.
- 3.5.10 FURNITURE - Pool lounge chairs cannot be reserved by placing towels or belongings on them while leaving the pool area.
- 3.5.11 HOURS - Swimming pool hours will be adjusted at the discretion of the Board and posted seasonally on the pool gate.
- 3.5.12 SUSPENSION OF PRIVILEGES - The Board has the authority, in its sole and unfettered discretion, to suspend anyone's pool and fitness center privileges at any time for violations of these Rules & Restrictions.

4 **OCCUPANCY**

4.1 PETS

- 4.1.1 REGISTRATION - All pets must be registered with the Association. (Refer to Appendix E for Pet Registration Form) and licensed with Franklin County. (www.franklincountyauditor.com)
- 4.1.2 I.D. TAGS - I. D. Tags shall be displayed on all pets (dogs and cats) at all times.

- 4.1.3 CLEAN UP - Pet owners, when walking animals, must have evidence of clean up equipment with them and all animal waste must be cleaned up immediately. Pet owners are prohibited from allowing pets to urinate or defecate on decks or patios. **Failure to comply with this policy will result in one written warning followed by a \$75 fine per occurrence.**
- 4.1.4 CONTROL - Owners must control their pet at all times when the pet is outside any unit. Control is deemed to mean on a leash, no longer than eight (8) feet (attended by a person) or the pet must be carried. It is not permissible to tether any pet upon or within the common or limited common areas. Pets cannot be tethered, free to roam, or left unattended on any deck or patio area. Dog stakes are not permitted for any reason. Leashes, ropes, chains, cords, etc., cannot be tied around any post, deck, tree, shrub, etc. If any of these are found outside a unit, it will be removed. **Additionally, failure to comply with this policy will result in one (1) written warning followed by a \$75 fine per occurrence.**

4.2 TRASH DISPOSAL

- 4.2.1 CONTAINER PLACEMENT ON TRASH COLLECTION DAY – If you live in a cul-de-sac street on Ambrosia, Maxim, Coral Berry, Hostas and Winona, the trash bins are to be placed in the designated areas (within the white-striped boxes recently painted on the asphalt) closest to your cul-de-sac. The placement for the trash bins will allow the trucks to turn with more ease and avoid damaging the community's landscape. The cul-de-sac street on Maxim will not have white-striped areas because they are not required. Continue placing your trash bins as you currently are in the designated areas closest to your unit.

There must be 3 feet of space on each side of every trash bin. The trash bins are emptied by mechanical arms and those arms require 3 feet of space on each side of the trash bins in order to operate correctly. If there is not enough room for the mechanical arms to operate, they will not have room to pick up the bin. Consequently, the City of Columbus will not empty the trash bin. This does not apply to the recycling cans since they are emptied manually.
- 4.2.2 IMPROPER DISPOSAL - No unit, garage, porch, deck, patio, driveway, or common area shall be used or maintained as a dumping ground for trash. Cigarettes, etc., may not be discarded anywhere on Bethel Village grounds including mulch beds, streets, grass areas, or in a units limited common area.
- 4.2.3 CONTAINERS - Trash shall be placed in containers provided for that purpose, and none shall be allowed to litter the common areas. Trash containers are to be kept out of sight except from 5:00 p.m. on the day prior to trash pickup to 10:00 p.m. on trash pickup day. Containers shall be placed in the specific areas marked on the streets for trash collection. Failure to do so can result in trash not being collected. Trash containers shall remain closed at all times. Owners shall not permit trash to accumulate to a point that they are not able to completely and fully close their trash container.
- 4.2.4 USE OF CONTAINERS - Disposal of furniture, waste materials from construction, remodeling or repairing units, is not permitted in the containers provided for refuse.

4.2.5 BULK PICKUP: Each unit owner is responsible to contact the City of Columbus or a private contractor for any items deemed appropriate for such pick up. If a unit owner fails to do this, the items will be removed at the owner's expense. (City of Columbus 311 call center 614-645-3111 or www.ci.columbus.oh.us/)

4.2.6 STORAGE OF CONTAINERS - No trash container of any kind may be stored on a front porch, patio, deck or driveway. All owners in units with garages must keep trash containers inside their garage. All front porches, patios, decks and driveways must be kept clean of all refuse including but not limited to cans, bottles, cups, etc. **Only units without garages may store trash containers directly behind their unit.**

4.3 NEW OWNER

4.3.1 Within five (5) days after the purchase of a unit, the new owner shall notify the Bethel Village Condominium Association, in writing, of the sale and provide the following information:

4.3.1.1 Residence address and address at which owner wishes notices to be sent.

4.3.1.2 Business and home telephone numbers, and email address.

4.3.1.3 Copy of the recorded deed of the unit(s).

4.4 RENTAL

4.4.1 Each unit in Bethel Village is subject to the rental restrictions set forth in Article III, Section (g) of the Declaration (see Appendix A). Unit owners who want to rent or lease their units are required to review these restrictions carefully prior to offering their units for rental or lease. **NO UNIT OWNER SHALL RENT OR LEASE A UNIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD.**

4.4.2 A unit owner who wants to rent or lease a unit shall notify the Board of the owner's intent to rent or lease in writing prior to entering into any lease or other rental agreement. It is recommended that unit owners notify the Board at least sixty (60) days before the anticipated commencement of any rental or lease. The Board will then determine (within forty-five (45) days of receiving an owner's written notice of intent to rent or lease) whether the proposed rental or lease is permitted based upon the following considerations:

(i) Whether the maximum number of permissible rentals or leases set forth in the Declaration has been met;

(ii) Whether the unit owner is nevertheless exempt from the limitation on rental and leasing, pursuant to specific exceptions set forth in the Declaration; and

(iii) Whether the application of the limitation on rental and leasing would create an undue hardship, in light of all applicable facts and circumstances.

4.4.3 If a unit owner feels that the application of the limitation on rental and leasing would create an undue hardship, the owner shall submit, together with the owner's written notification of intent to rent or lease, such statements and documentation as are necessary to establish the hardship. Whether a particular set of circumstances constitutes an undue hardship shall be determined by the Board in its sole discretion.

4.4.4 In the event that the Board determines that a proposed rental or lease is permitted, the owner of the unit shall, prior to the commencement of the term of the approved rental or lease:

- (i) Provide the Board with a fully executed copy of the lease or other rental agreement, which by its terms may be for a duration of no less than twelve months (and an executed copy of each renewal thereafter);
- (ii) Provide the Board with the names of all tenants and their home and work telephone numbers and email addresses;
- (iii) Obtain from each tenant, and provide to the Board, a written agreement signed by the tenant in the presence of a notary indicating that the tenant acknowledges that the tenant has received a copy of the Declaration and Rules and Regulations, that the tenant agrees to follow and be bound by the same, and that the Association shall have the right to enforce the same directly against the tenant, including the right to evict the tenant; and
- (iv) Provide to the Board written documentation that the unit to be rented or leased has been registered as a rental property with Franklin County Auditor.

4.4.5 The owner of a leased or rented unit shall be responsible to the Association for any and all damage to the common elements or violations of the Declaration or Rules & Regulations inflicted or committed by the owner's tenant(s) or the tenant's guests and for the payment of any resulting fines.

4.5 NOISE - No owners and residents shall create, or permit their guests to create, any noise, or other nuisance, or condition that is audible outside their unit or through common walls or that constitutes an unreasonable disturbance to another person.

4.6 COMMON AREAS - No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the common areas, including the limited common areas. The common areas and limited common areas, including the patio areas, shall be kept free and clear of any and all trash, rubbish, debris, animal waste, and other unsightly or unsanitary materials. Absolutely nothing may be stored underneath decks including, but not limited to, building materials, lumber, yard waste, gardening tools, hoses, toys, planters, etc. No golf shall be played upon any of the common areas of Bethel Village. Portable basketball hoops are prohibited after dark and must be stored in your garage while not in use.

5 **ARCHITECTURAL CONTROL**

5.1 ALTERATIONS/MODIFICATIONS TO COMMON AREAS

5.1.1 No alteration or modification of any kind shall be made to the common areas (aka common elements) or limited common areas (aka limited common elements), as the same are defined in the Declaration, including but not limited to, any alteration or modification which alters the exterior appearance of a building or the grounds of Bethel Village, without the prior written approval of the Board.

- 5.1.2 Unit owners are required to obtain any and all permits (building, electrical, plumbing, etc.) required by the City of Columbus and/or State of Ohio with respect to a proposed alteration or modification. The Board will not approve a proposed alteration or modification unless or until the unit owner(s) provide the Board with copies of any required permits.
 - 5.1.3 All work must be completed by licensed contractors. Unit owners shall provide the Board with written proof that their contractors are currently licensed, bonded, and insured.
 - 5.1.4 Approved alterations and modifications shall be maintained by the record unit owner in regard to, but not limited to appearance and structural integrity and shall be insured by the current owner.
- 5.2 APPLICATION PROCESS FOR ALTERATIONS/MODIFICATIONS TO COMMON AREAS
- 5.2.1 Contact the property management company for an Exterior Improvement Application and a copy of the most recent specifications for your proposed project. This includes requests for (but not limited to) the following (both new and replacement):

Decks	Fences	Doors	Overhead Structures
Patios	Hot Tubs	Windows	Radon Systems
Exterior Lighting			
 - 5.2.2 Submit a fully completed Exterior Improvement Application together with a detailed dimensioned drawing of your proposed project to the property management company at the following address prior to obtaining any permits from the City of Columbus or State of Ohio.

Bethel Village Condominium Association
c/o Real Property Management
5550 Blazer Parkway, Suite 175
Dublin, OH 43017
(614) 766-6500
www.rpmanagement.com
 - 5.2.3 Approval of a proposed project will be contingent upon the unit owner(s) providing the Board with the following additional documents and information:
 - 5.2.3.1 Copies of all required permits as issued by the City of Columbus and/or State of Ohio;
 - 5.2.3.2 Copies of final plans as approved by the City of Columbus and/or State of Ohio;
 - 5.2.3.3 Copies of the contractor's current license and bonding and insurance certificates; and
 - 5.2.3.4 A proposed construction schedule detailing a reasonable date of completion. (Usually within 30 days of commencement)

- 5.2.4 Only after these additional documents and information are received and processed by the Board will the Board grant final written approval to commence the proposed project. The Board reserves the right to require unit owners to resubmit their application if the final plans, as approved by the City of Columbus or State of Ohio, diverge in any significant way from the initial drawings submitted to the Board, as determined by the Board in its sole and unfettered discretion.
- 5.2.5 Unit owners shall, upon the completion of a project, submit to the Board such documentation as the Board may require verifying that the project has passed all required City and/or State inspections, and shall request a final inspection by the Board to verify compliance with its specifications.
- 5.3 ALTERATIONS/MODIFICATIONS/REPAIRS TO UNITS
 - 5.3.1 Unit owners are required to obtain any and all permits (building, electrical, plumbing, etc.) required by the City of Columbus and/or State of Ohio with respect to any proposed alterations, modifications, or repairs to their units or components thereof as the same are defined in the Declaration.
 - 5.3.2 No alteration, modification, or repair of any kind for which the City of Columbus or State of Ohio requires a permit (building, electrical, plumbing, etc.) shall be made to a unit unless or until the owner(s) provide the Board with copies of any required permits. The only exception to this rule shall be for alterations, modifications, or repairs categorized as an emergency by the City of Columbus or State of Ohio. In the event of such an emergency, copies of any required permits shall be submitted to the Board within ten (10) days of the date that the emergency alteration, modification, or repair is made.
 - 5.3.3 All work must be completed by licensed contractors. Unit owners shall provide the Board with written proof that their contractors are currently licensed, bonded, and insured.
- 5.4 GENERAL RESTRICTIONS - No unit owner or occupant shall cause or permit anything to be hung or displayed on the outside of any building. No sign, awning, canopy, shutter, radio, television antenna, or exterior lights shall be affixed to or placed upon the exterior vinyl siding, roof, or any other part of the buildings. Signs (of one square foot or less) depicting the presence of security systems in units shall be permitted in mulched areas.
- 5.5 STRUCTURAL CHANGES - Nothing shall be done in any unit or in, on, or to the common areas which will impair the structural integrity of the buildings or any part thereof, or which would structurally change the buildings, without the prior written consent of the Board.
- 5.6 TEMPORARY STRUCTURES - No Portable tents, shades, easy open tents or canopy units (i.e. use for tailgating parties) shall be allowed for longer than 24 hours.
- 5.7 FOR SALE SIGNAGE - One professionally prepared "For Sale" or "For Rent" sign not larger than 18" x 24" may be displayed in a unit window. "Open House" signs may be displayed on the day of the open house only and must be removed that same day.
- 5.8 SPECIFIC PROHIBITIONS - The following changes are specifically prohibited, and it is the policy of the Board to reject any application for permission to make them:

- 5.8.1 Awnings or overhead structures (not part of the original design) whether in front of your unit or over the deck or patio attached to the building.
 - 5.8.2 Exterior color changes to any outside door, window trim, porch railing, garage door, porch, porch steps, or other exterior portion of a building.
 - 5.8.3 Chain link, galvanized, metal, plastic/PVC, or barbed wire fencing. Fences must conform to approved architectural styles. Contact the Association for approved specifications.
 - 5.8.4 Artificial (plastic, silk, rubber, etc.) plants, flowers, trees, etc., anywhere outside including flower pots, beds, flowerbeds, or other landscaped area, front porches, decks, patios, or driveways.
 - 5.8.5 No plastic or composite building materials can be used when constructing or repairing decks, patios, stairs, or anything outside the unit. Materials must be able to be stained and comply to approved color scheme.
 - 5.8.6 TV or radio antennas are allowed.
 - 5.8.7 Sheets, newspaper, cardboard, foil, window fans, air conditioning units or vents that appear in windows.
 - 5.8.8 Window treatments, drapes, curtains and blinds must show as white or neutral color when viewed from outside the unit. Window coverings must have white or neutral linings, or white or neutral sheers must be hung between colored window treatments and actual window. Blinds must be white or neutral and must be replaced if bent, crooked, or otherwise broken.
 - 5.8.9 Torches, fire pits, chimineas, outside fireplaces and heaters.
- 5.9 APPROVED CHANGES
- 5.9.1 TIME LIMIT - All improvements must be completed within 60 days of initial approval.
 - 5.9.2 CLEAN UP - For safety and appearance, the work area must be cleaned up at the end of each day.
- 5.10 HOT TUBS - Hot tubs must be enclosed by a privacy fence.
- 5.11 GRILLS – Grills may not be used within 10 feet of any building. Grills must be kept clean and in good visible repair. Faded paint, rust and distressed wood must be properly treated. Grill covers must be replaced when faded and/or torn. Covers must either be covering the grill or stored out of sight when grill is in not in use. Covers cannot be left on decks, patios, driveways, fences, railings, or furniture.
- 5.12 SATELLITE DISHES – The following are the guidelines that must be followed when installing a satellite dish in Bethel Village. Please contact Real Property Management for an application for satellite approval.
- 5.12.1 Dishes must be mounted to the top of the rear roof and anchored to the rafter (not sheathing) or mounted to the inside of the privacy fence of your limited common element. No dishes shall be mounted to the roof of any building in Bethel Village until the location of the dish has been approved by the Board.

- 5.12.2 Unit owners are responsible for any leakage and/or damage resulting from installation and must pay for repairs by contractors hired and approved by the Board or appointed agents.
- 5.12.3 For roof mounted dishes, coaxial wiring must enter the unit along the eaves of the building and then travel the inside walls of the unit to the point of connection. For fence mounted dishes, coaxial wiring must be run under decks and/or along the foundation of the buildings to the unit. Such wiring may not be buried in any common area.
- 5.12.4 The dish must be black, tan, or gray and may be no more than one meter in diameter.
- 5.13 COMBINING DECKS WITH PATIOS - Only end units with extended garages may combine decks with patios or create deck areas behind said garages. Patios may be constructed of brick pavers or interlocking pavers. Standard pavers are not permitted. Large 12" or 18" squares of concrete or gravel-like concrete square put together to make a patio area are not acceptable. Pavers may not exceed 9" wide in any dimension. Pavers must be greater than 2" in thickness. Contact Association for approved specifications.
- 5.14 COMBINING DECKS WITH FENCED AREAS – Only end units with extended garages may combine fenced areas with decks. If this option is selected, the fence must be 48" in height. Fence design must be approved picket fence style or approved shadowbox style and stained the approved color Alcoa Desert Sand. Contact Association for approved specifications.
- 5.15 PATIO WITH FENCE - If you wish to have privacy on your patio, you may construct a fence. The fence must be approved picket style or approved shadow box construction between 42 and 72 inches in height. Horizontal board fences are not permitted (i.e. horse fencing, split rail, etc.) Fences shall be made of wood (pressure treated or cedar) and stained the approved color Alcoa Desert Sand. No chain link fences, prefabricated fencing, or fences of any material other than wood, are permitted. Contact Association for approved specifications.
- 5.16 OVERHEAD STRUCTURES – Awnings and other overhead structures such as gazebo canopies are permitted over a deck or patio area. These overhead structures must be free standing and may not be attached to the buildings. These must be in neutral colors (brown, beige, black) only. Contact the Association for approved specifications. Overhead structures must be weighted and or anchored to the ground. Any damage to the Condominium Common Areas or damage to any Unit, including, but not limited to, the costs of any necessary repair or replacement, is the responsibility of the overhead structure owner.
- 5.17 SERVICE DOORS - Service doors from end unit two-car garages are permitted if installed by a licensed contractor. The door must match exactly the type and color (black) of your front door. Service doors must be installed in the rear wall of the garage which opens onto your limited common area. Board approval and proof of city permits are required.
- 5.18 EXTERIOR LIGHTING
- 5.18.1 All exterior lighting changes or additions must be submitted to the Board for prior approval.
- 5.18.2 No patio torches or open flame lighting will be approved. Gas lights within your patio or deck area may be used if installed by a licensed, bonded, and insured contractor. Board approval and proof of city permits are required.

- 5.18.3 No lights of any kind are permitted on roof tops.
- 5.18.4 No colored light bulbs, including yellow “bug lights” are allowed.
- 5.18.5 Multi-colored light string sets are permitted during the holidays on porches, decks, and patios. White rope string lighting or other white LED lights are permitted all year around on the deck or patio area with prior Board approval. All lights must be properly maintained.

5.19 SIDELIGHTS AND BASEMENT WINDOWS

- 5.19.1 The glass in the sidelight shall not be replaced with stained glass, or anything which will change the appearance of the sidelight or the sidelight panel. Certain frosted and glass block modifications may be permitted with the prior written consent of the Board. Board approval and proof of city permits are required.
- 5.19.2 Sun catchers or stained glass may be hung from the inside of your home to show through the sidelight window.

5.20 STORM AND SCREEN COMBINATION DOORS

- 5.20.1 Storm doors must be black, white, or Alcoa Desert Sand and must have full-view glass panes.
- 5.20.2 When applying for Board approval of a storm/screen door, be sure to include manufacturer, model number, and a picture of the door (manufacturer’s brochure would be preferred). Board approval and proof of city permits are required.
- 5.20.3 Storm doors must remain closed at all times when not in use.

5.21 SEASONAL DECORATIONS

- 5.21.1 No ornaments of any kind on roof or hanging from roof are allowed.
- 5.21.2 All seasonal decorations must be removed within 2 weeks following the holiday.

5.22 OUTDOOR FURNISHINGS

- 5.22.1 Outdoor furnishings must be specifically manufactured for outdoor use and the preferred colors to be white, black, dark green, shades of brown, beige, or gray, stainless steel and burnish aluminum. Cushions, umbrellas, and accents etc., should be of similar colors. All items must be kept free of rust, mold, mildew, or algae. Once the finish of any outside item peels, fades, “chinks,” or mildews, the item must be removed or replaced. NO indoor furniture or carpeting of any kind is permitted to be stored or otherwise displayed on any front porch, deck, patio or driveway at any time.
- 5.22.2 Neutral colored outdoor deck rugs are permitted on decks only. These must be made specifically for use on outdoor wooden decks only.

5.22.3 STORAGE OF OUTDOOR FURNISHINGS – Outdoor furnishings may be left on decks or patios from October 30 to April 1; however, the Association prefers that these furnishings are stored in garages or basements. Tarps may be used to cover outdoor furnishings; however, tarps must be in good condition and must be black brown, beige or gray. All other seasonal items including, but not limited to, flower pots, planters, watering cans, shovels, containers, hoses, patio umbrellas, furniture cushions, tools, brooms, etc., may NOT be stored on front porches, decks, patios or driveways. Hoses are permitted to be stored outdoors during this time period provided they are stored in a container and disconnected from the spigot.

5.22.4 STORAGE OF OUTDOOR CONTAINERS – Unit owners may have one “crib” or “bench” style storage container on their deck or patio. Products must be specifically manufactured for outdoor use, sturdy and beige in color. Products must not exceed 42” in height or 84” in length. Tall or upright cabinets are not allowed. Products must be kept clean and must be replaced when faded, mold stained, or when finish “chinks.” The storage containers are to be used for the storage of flower pots, gardening materials, hoses, and tools. They cannot be used to store oils, paints, or combustible materials including charcoal. Bird seed, pet feed, pet waste, etc. cannot be placed in cribs for health and animal control reasons. No other storage tubs, buckets, containers etc., of any kind are allowed outside of any unit.

5.23 LANDSCAPING

5.23.1 FLOWERS - No prior approval is required for the planting of flowers in the mulched beds around your front porch and garage.

5.23.2 LAWN ORNAMENTS - Lawn ornaments are prohibited in mulched beds or other common areas. Small, natural stone or terra cotta ornaments in mulched bed areas or on porch or patio are acceptable.

5.23.3 PLANTINGS OTHER THAN FLOWERS - Any planting, other than flowers in existing mulch beds, must receive the prior written approval of the Board.

5.23.4 TREES AND SHRUBS - Any shrubs, herbs or trees, etc. planted in common areas must be approved by the Board.

5.23.5 VEGETABLE GARDENS - No vegetable plants may be planted anywhere in the ground.

5.23.6 BIRD HOUSES - Bird houses, bird feeders, and bird baths must be confined to your limited common area. If the attraction of birds becomes a problem to your neighbors and complaints are received, you will be instructed by property management to remove them.

5.23.7 BORDERS - Borders may be used to edge mulched beds with prior Board approval. Borders should be neutral colors: concrete, black, beige. There is to be no picket style or wood used and cannot exceed 4” in height.

5.23.8 BEDS CONTIGUOUS TO LIMITED COMMON AREAS - No flower beds or plantings shall be planted or located anywhere along the outside edge of decks or patios if it infringes on the common area.

- 5.23.9 FLOWER BOXES – Modest, architecturally appropriate flower boxes mounted on porch railings or on deck railings are permitted. Flower boxes must be kept free of debris and dead plantings. Flower boxes shall not be attached to siding, trim, or window trim.
- 5.23.10 FALL CLEANUP - The contents of any flower beds, boxes or pots planted by unit owners or residents must be removed by November 30th of each year. Dead flowers, plants or any other plantings must be removed immediately. If unit owners fail to remove discards in a timely manner, the Association will arrange for removal at the owner's expense. Dirt, potting soil, pebbles, etc. must be disposed of in trash containers. Do not empty in the common areas or plant beds.
- 5.23.11 VINES - Clinging vines, such as clematis or ivy and trellises in flower beds are prohibited.
- 5.23.12 WIND CHIMES - Wind Chimes are allowed. If the noise becomes a problem to your neighbors and complaints are received, you will be instructed to remove them.
- 5.23 FIREWOOD AND DISCARDS
- 5.23.1 FIREWOOD STORAGE - Firewood may not be stored on front porches or in garages. 1/2 cord or 24' x 4' x 8' of firewood may be stored inside the edge of your 12 x 16 limited common area in a raised iron rack, but not against the building or touching a fence.
- 5.23.2 DISCARDS - No discards of any kind may be left or stored in limited common areas or common area (e.g., planters with dead plants, kindling, old patio furniture, shoes, or junk of any kind). If unit owners fail to remove discards in a timely manner, the Bethel Village Condominium Association will arrange for their removal at the owner's expense.
- 5.24 FRONT PORCHES AND DRIVEWAY
- 5.24.1 Porch swings and hammocks are not permitted on front porches.
- 5.24.2 Indoor/outdoor carpet is not permitted on front porches, decks or patios.
- 5.24.3 Requests for painting of concrete front porches must be submitted for prior Board approval.
- 5.24.4 GRILLS- No type of grill is permitted on front porches, driveways, or beyond original privacy fence.
- 5.24.5 STORAGE OF PERSONAL PROPERTY - Storage of personal property is not permitted on front porches or driveways. This includes, but is not limited to grills, bicycles, toys, and hoses.
- 5.25 STRUCTURES AND PERSONAL PROPERTY IN COMMON AREA
- 5.25.1 WADING POOLS - Wading pools of any kind are not permitted in the common areas, including the limited common areas.
- 5.25.2 PERSONAL PROPERTY – Personal property not otherwise prohibited under these Rules & Regulations shall be permitted to remain in the limited common areas, during daytime hours only, and must be stored indoors at night. No personal property shall be stored or otherwise be permitted to remain upon the common areas at any time.
- 5.25.3 BICYCLES - Bicycles must be stored indoors at all times when not in use.

- 5.25.4 STRUCTURES - No structures, including but not limited to, play houses, dog houses, or storage sheds shall be located upon the common areas or limited common areas.

6 **ENFORCEMENT**

- 6.1 DISTRIBUTION OF RULES - A copy of these Rules & Regulations shall be distributed to all unit owners. Unit owners are responsible for distributing the rules to their tenants (see 4.4.3).

6.1.1 Unit owners and tenants are responsible for reading and abiding by all policies included within these Rules.

6.1.2 It is the obligation of owners and tenants to contact the property management company for clarification prior to taking any action that might conflict with these rules.

- 6.2 ENFORCEMENT ASSESSMENTS - It shall be the policy of the Association to levy enforcement assessments against unit owners who violate (or whose invitees or tenants violate) any section of the Declarations, By-Laws, or these Rules & Regulations.

- Violations of the Declarations, By-Laws, or these Rules & Regulations shall be addressed as follows:
 - 1st offense- reminder letter
 - 2nd offense- warning letter
 - 3rd offense- \$50.00 Enforcement Assessment
 - 4th (and additional) offenses- \$50.00 Enforcement Assessments.

NOTE: For pet violation assessments see 4.1 page 10.

The Board may change fees, from time to time, for infraction(s) of any provision of the Declarations, By-Laws, or Rules & Regulations.

- 6.2.1 Any unit owner may appeal a proposed Enforcement Assessment by delivering a written request for a hearing to the property management company within 10 days of the date of the notice of a proposed Enforcement Assessment. The Board will hear such appeals at its regularly scheduled meeting. The Board shall not levy an Enforcement Assessment before holding the requested hearing. All Board decisions are final.

- 6.2.2 Any Enforcement Assessment levied against a unit owner, in accordance with these procedures, shall be classified as a personal obligation of the owner against whom it was levied and an assessment against that unit by the Association. Accordingly, the Association will pursue the collection of unpaid Enforcement Assessment by pursuing all remedies available to it under Ohio Law, including, but not limited to, the filing of condominium assessment liens and foreclosure proceedings.

- 6.3 TOWING/IMMOBILIZATION OF VEHICLES - Vehicles parked or stored in violation of the restrictions contained in the Declaration or these Rules & Regulations may be towed from the premises or immobilized. If the vehicle is towed, the vehicle owner will be charged statutory rates for storage and towing by the towing company, which the owner must pay to have his vehicle released.
- 6.4 REQUEST FOR COMPLIANCE - The Association shall, except in cases of emergency, notify any unit owner of any violation which may result in sanctions against the owner, and request voluntary compliance before enforcing compliance.
- 6.5 NON-COMPLIANCE - If a unit owner does not comply with these Rules & Regulations upon request, then the Association may pursue any and all remedies available to it, including enforcement assessments, litigation, or arbitration. All enforcement costs shall be assessed to the unit and unit owner, pursuant to the Declaration and Ohio Law.

APPENDIX A

EXCERPTS FROM THE DECLARATION OF CONDOMINIUM

ARTICLE III

PURPOSES, RESTRICTIONS

Section 1. Purposes. The purposes of the creation of the Condominium were and are to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, owners and Occupants; and to establish a Unit owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) **Unit Uses.** Except as otherwise specifically provided in this Amended Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) one or more units or portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(b) **Common Area Uses.** The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

(c) **Limited Common Area Uses.** Those portions of the Common Area described herein and shown on the drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Amended Declaration, and shall be used only for the purposes intended.

(d) **Visible Areas.** Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed

upon the exterior walls or roof or any part thereof, or in, on, or over a patio, porch or balcony, unless authorized by the Board.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonable disturb any occupant.

(f) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Areas, including the limited common area, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which are 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, food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services.
- (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only.

Furthermore, for the Condominium to continue to meet the requirements of the secondary mortgage market for loans to finance the purchase of homes by proposed owner occupants and for the Condominium to continue to be primarily an owner-occupied residential community, during such time or times as the rental of an additional Unit or Units would result in fewer than ninety-five percent (95%) of the Units in the Condominium being owner-occupied, and thus potentially disqualifying further Unit purchasers from obtaining first mortgage loans offered to proposed owner-occupants by institutional secondary mortgage market lenders, no leasehold interest or any other form of rental tenancy of any description shall be created by the owner or owners of any Unit except in the following instances:

- (i) the continuation of the rental of any Unit or Units which is used as a rental Unit as of the date of the recording of this Amended Declaration;
- (ii) the lease or rental of a Unit or Units acquired by the holder, guarantor, or insurer of an institutional first mortgage on a Unit, and their respective heirs, successors, and assigns who acquire such Unit or Units pursuant to the remedies provided in the mortgage, including, without limiting the generality of the foregoing, foreclosure, or by deed in lieu of foreclosure; and
- (iii) the lease or rental of a Unit or Units in any instance in which the Board of Trustees, in its sole and unfettered discretion, determines that (a) application of these limitations would create an undue hardship in light of all applicable facts and circumstances, owing to special circumstances or conditions, (b) the purpose of promoting owner-occupancy eligibility for financing would not be threatened,

and (c) relief from the limitations herein would not be contrary to the best interests of the Association.

Prior to the execution of any lease or other rental agreement, the Unit owner or owners desiring to lease or rent a Unit shall so advise the Board of that intent to lease, in writing, and, if a purported hardship is applicable, provide the Board with such statements and documentation as are necessary to establish the same, and the Board shall make the determination of whether the limitation on leasing and rental described above shall be waived, and so advise the applying Unit owner or owners, in writing, within thirty (30) days of receipt of such request and supporting documentation. If the leasing or rental limitation is waived, as aforesaid, the Unit owner or owners may forthwith enter into a lease or rental agreement for such Unit, provided that prior to the commencement of the lease or rental term the Unit owner or owners shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease or rental agreement shall be in effect.

The following requirements shall apply to all leases of Units in the Condominium. Accordingly, before any new tenant or other new occupant who is not a Unit owner, other than a family member of the Unit owner who resides with the Unit owner, shall be allowed to occupy any Unit, the owner of the Unit shall provide the Association with a complete copy of the written and fully signed lease, and a written agreement signed by each tenant and occupant pursuant to which each tenant and occupant acknowledges and certifies that he or she has received and reviewed the restrictions and the rules in the Condominium, pursuant to which he or she agrees to be bound by the restrictions and rules, and pursuant to which each tenant and occupant agrees that the Association shall have the right to enforce the restrictions and rules directly against the tenant or occupant, and that such enforcement rights shall include the right to evict the tenant or occupant."

(h) Multiple Unit ownership. In order to maximize home ownership in the Condominium and reduce the potential of substantially increasing the number of non-owner-occupants of Units, no single individual, spouse, and/or siblings of such individual or spouse, or any entity or entities under common control, may own, or have an ownership interest in, more than two (2) Units in the Condominium; provided, the foregoing limitation shall not apply to:

- (i) any individual, spouse, and siblings, or entity or entities under common control, who now own or have an ownership interest in, more than two (2) Units, with respect to the Units now owned by them, or in which they have an ownership interest, and
- (ii) the acquisition, ownership, rental or sale of a Unit or Units acquired by the holder, guarantor, or insurer of a mortgage or mortgages on a Unit or Units.

(i) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board: (b) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent, provided, if any of these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in sub item (i) above shall be permitted.

j) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

k) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

l) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

m) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that:

- (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets.
- (ii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

n) Conveyances. Each Unit shall be conveyed as a separately designated and logically described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common areas will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or encumbrance or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Area by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings, and in the case of a Unit added to the Condominium, the initial pages of the amendment to the Declaration and the amendment to the Drawings by which such Unit was added to the Condominium.

The right of a Unit owner to sell transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit

owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(o) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(p) Architectural Control. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed displayed or maintained in Limited Common Areas unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair and maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

(q) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically herein before mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as the Board deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

(r) Disputes Between Owners. In the event of any dispute between Unit owners as to the application of the foregoing restrictions of any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless the dispute has first been submitted to and determined by the Board, as aforesaid.

APPENDIX B

DEFINITIONS

1. **BETHEL VILLAGE** – Bethel Village shall herein mean Bethel Village Condominium, a condominium community located within Columbus Ohio as bounded and described in the Amended and Restated Declaration of Bethel Village Condominium.
2. **LIMITED COMMON AREA** - the area behind your unit provided for a patio or deck and your front porch.
3. **VEHICLE**- any device, capable of carrying and being operated by human being and is specifically, but not limited to, the following: a passenger automobile, truck, recreational vehicle, leisure van, mini-van, van, motorcycle, motorbike, ATV, moped, bus, snowmobile or aircraft, or any device capable of being towed or propelled by a motor vehicle specifically but not limited to: a trailer of any type or nature.
4. **DEFINED PARKING AREAS** - each unit has at least two permanently defined parking spaces in the condominium. One or more may be in the common area.
5. **STREET** - any named street or unnamed street, driveway, parking lot, defined parking space, service driveway, or any asphalt surface within Bethel Village.
6. **BOARD OF DIRECTORS** - Board of Directors shall mean the Board of Directors of Bethel Village Condominium Association.
7. **ASSOCIATION** - Association shall herein mean Bethel Village Condominium Association.
8. **IN GOOD STANDING** - any owner or resident in good standing is one who is not more than 30 days delinquent in the payment of any assessments, and who does not have any unresolved rules violations older than 30 days.
9. **COMMON AREA** - any portion of Bethel Village other than a unit.

APPENDIX C

PROCEDURE TO OBTAIN RULES ENFORCEMENT

If you are concerned about a violation of rules at Bethel Village, you may file a complaint with the Association by:

COMPLETING A COMPLAINT FORM AND FAXING IT TO (614) 792-9174 OR

ON LINE AT WWW.RPMANAGEMENT.COM OR

MAIL IT TO:

BETHEL VILLAGE CONDOMINIUM ASSOC.

C/O REAL PROPERTY MANAGEMENT

5550 BLAZER PARKWAY, SUITE 175

DUBLIN, OH 43017

(614) 766-6500

Your identity will be kept confidential unless a hearing or court action is required to obtain compliance. In cases of hearings or litigation, the Association can be compelled to identify the complainant. Confidentiality can be maintained if a representative of the Association can personally witness the violation.

Please use this rule book to reference the *rule number which* applies to the violation you are reporting.

BETHEL VILLAGE COMPLAINT REGISTRATION

PARTY BEING COMPLAINED ABOUT:

Community Name _____

Name (if known) _____

Address _____

Date and Time problem occurred _____

NATURE OF DECLARATION VIOLATION:

ADDITIONAL COMMENTS:

Please include any additional comments that will assist us in the enforcement of the above mentioned violation:

UNIT OWNER FILING COMPLAINT - While all complaints are kept confidential, please keep in mind that the party being complained about has a right to face their accuser in a court of law. At that time, the confidentiality of this form is null and void.

Name _____

Address _____

Work number _____ Home number _____

Signature _____ Date _____

Please remit this completed form to :

REAL PROPERTY MANAGEMENT, INC.
5550 Blazer Parkway, Suite 175
Dublin, OH 43017
or
Fax: (614) 792-9174

APPENDIX D

BETHEL VILLAGE CONDOMINIUM ASSOCIATION PET REGISTRATION FORM

Generic Specie (dog, cat, bird) _____

Pet's Name _____

Other identifying details (color, size, markings) _____

Franklin County License No. _____ Expiration Date _____

Rabies Vaccination No. _____ Expiration Date _____

1. I/we will supervise said pet in such a manner as to prevent its' becoming objectionable or a nuisance in compliance with the Declaration of Condominium Ownership and the Rules & Regulations.

2. I/we further agree to repair any damages done by said pet to the common areas or to other units within five (5) days of receiving notice of the same. I/we agree that failure to make the required repairs within the required time will cause these services to be performed at the expense of the owner by the Association.

3. Violations will be addressed by the Board or their agent for enforcement in accordance with the Declaration of Condominium Ownership and the Rules & Regulations.

Signed: _____ Date: _____
Owner or renter name

Signed: _____ Date: _____
Co-Owner or Co-Renter name

Address: _____

Please mail or fax this form to:

**Bethel Village Condominium Association
C/o Real Property Management, Inc.
5550 Blazer Parkway, Suite 175
Dublin, OH 43017
614-792-9174 fax**