

VILLAGE SQUARE CONDOMINIUM ASSOCIATION

MEMORANDUM FOR RESIDENTS OF VILLAGE SQUARE

FROM: Board of Directors

SUBJECT: VSC Rules and Regulations

1. Attached are your revised “Rules and Regulations” for governance of the Village Square Condominium Homeowner’s Association as outlined in the By-Laws of the Declaration of Ownership.
2. Please take time to become familiar with these new updates as each homeowner has a vested interest in what goes into this document as this will become the governing authority by which the Board of Directors will manage the day-to-day business of the Association.
3. The Rules and Regulations are designed to supplement the various sections of the By-Laws of the Declaration of Ownership and should not be in opposition of those sections. In the event of conflicts between the Rules and Regulations and the Master Amendment to the Declaration and / or the By-Laws of the Association, the Master Amendment and / or ByLaws shall prevail. The current remedies for all the possible violations listed in the Rules and Regulations are the only parameters the Board of Directors has to work with since they currently correspond with what is written in the By-Laws.
4. Please feel free to contact your Board or our Property Management, Apple Property Management LLC with any questions you may have concerning your revised Rules and Regulations.

These Rules and Regulations, as described in our By-Laws and Declaration, are interpretations of, or extensions to said By-Laws and Declaration which do not conflict with their intent or meaning. They may be adopted or deleted by the Board of Directors or by a vote by the majority of the membership.

Please keep these Rules and Regulations close at hand to refer to if questions arise or an interpretation is required. These Rules and Regulations should answer most questions that you may have regarding your use and enjoyment of the common and limited common elements of Village Square. As they are updated and/or changed, you will receive amended pages.

If a unit is rented, or sold, it is incumbent upon the homeowner to furnish the new tenant/owner with a copy of the Village Square Condominium Declaration and By-Laws along with a copy of most current version of these Rules and Regulations as outlined in Section I, paragraph 1 (See Note).

VILLAGE SQUARE CONDOMINIUM
RULES and REGULATIONS

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SECTION A.....PET RULES

- 1.** Residents must not leave their pets unattended regardless of whether the pets are in a residents' limited common element or not.
- 2.** Any pet in the common element must be under the direct control of the owner or a member of the immediate family or agent with a leash.
- 3.** It is the responsibility of the owner, family member or agent to clean-up immediately after their pets; even when snow is on the ground. This also includes the limited common elements, i.e., patios, carports and garages.
- 4.** No more than two (2) pets (Dogs, cats or any combination thereof) shall be permitted per unit.
- 5.** Units rented after January 1, 1987 may not be rented to tenants with a dog or cat.
- 6.** Enforcement of these rules and regulations shall be provided for in Article 11, Section 11.12 (animals and pets) of the Master Amendment.
- 7.** Damage caused to the Common Elements by pets shall be the responsibility of the unit owner and will be assessed for reimbursement costs for repair, replace or remedy the damage.
- 8.** With the exception of dogs, cats or other household domestic pets, no rabbits, livestock, poultry or other animals of any kind shall be raised, bred or kept in any unit or on any Common or Limited elements.
- 9.** Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the VILLAGE SQUARE property upon three (3) days written notice from the Board of Directors.
- 10.** The above rules apply to all pets whether they live within Village Square, or are just visiting.

SECTION B.....SPECIFIC EXTERIOR CHANGES WHICH OWNERS MAY MAKE WITHOUT PRIOR WRITTEN BOARD APPROVAL

1. PLANTS

a. Plantings of any kind or nature are prohibited in the front of the condominium buildings. However, plantings, cuttings, trimming or other modifications to the landscaping are permitted on the sides of the buildings and exterior of patios with written approval from the Board of Directors. Unit owners may plant at their own discretion and cost, within the confines of their respective limited common elements (patios) as long as such plantings do not encroach upon the surrounding common elements or their neighbor's limited common element. Any plantings around the outside of the patio perimeter or on sides of buildings must be regularly maintained by the owner in a neat and orderly manner. If these elements become overrun with weeds and present an otherwise untidy appearance, the Board will have such plantings removed at the expense of the owner who installed the plantings.

b. Cranston Court residents may place one flower container by their front doors providing that it is not excessively large or presents a safety hazard as deemed by the Board (consult with the Board before placement and general guidelines.) Such containers must be removed and stored by the owner when not containing live plantings; key word is "live" no artificial plants.

2. BUILDING EXTERIOR

a. Owners may install exterior door knocker and/or peep-hole in your front door provided it is not deemed excessively large or offensive by the Board or VILLAGE SQUARE, in general.

b. Owners may replace existing deadbolt locks and/or door knobs with like kind.

c. Hang or display seasonal items on your door, porch light and/or front porch slab. No outside seasonal or otherwise decorative lighting is permitted or any ornaments on the lawn in front of units or exterior of windows.

d. Only the U.S. flag is permitted to be displayed on a permanent basis observing all protocols and respect due. The State Flag and college flags may be displayed on a temporary basis to include State observed holidays and the day of college football games.

e. Items should be hung by temporary fastenings so they can be easily removed for painting and/or maintenance on the exterior portions of the building. No Items may be displayed on any exterior garage surface.

f. Removal of attached items such as screens (for seasonal purposes), light fixtures or doors, will not exceed more than one week, after which they must be replaced permanently or until such time that they require cleaning and/or repair again. This does not mean – put it on one week and off the next. When such items fall into disrepair, they must be replaced by identical like items unless otherwise approved by the Board.

3. GARAGE INTERIOR

Owners may install almost anything within the confines of your garage, except electrical lines and circuits unless pre-approved by the Board; see SECTION C, Para 2. Such modifications cannot impact the structural integrity of the garage, interior or exterior, or encroach upon your neighbor's adjacent garage space.

4. EXTERIOR PAINTING

Owners may paint their exterior storm door, front door and air conditioning unit housing provided they use approved colors. Check with the Board or Property Manager for approved colors.

5. LIMITED COMMON ELEMENTS

a. Owners may have patio furniture, including an umbrella, within the confines of their patio. However, owners are responsible to maintain this furniture and keep the element clean and free of debris. If the element is not kept in a neat, orderly and appealing manner, the Board will require the removal of any such furniture.

b. Bird feeders and/or bird houses are not permitted within the confines of your patio element or anywhere on VILLAGE SQUARE property. They have been determined not only to be unappealing, with the build-up of bird droppings and seed debris, but a potential hazardous source of unwanted wild animals including rats, raccoons and other undesirable wildlife. Residents are further prohibited from feeding stray animals, cats, dogs, etc., anywhere within the VILLAGE SQUARE as this presents potential safety issues with rabies and other consequences of unwanted vermin, not to mention, it's against the City of Centerville's Municipal Code Section 618.17.

SECTION C.....SPECIFIC EXTERIOR CHANGES THAT REQUIRE WRITTEN BOARD APPROVAL

1. NOTE: Any changes, modifications, installations, or repairs not specifically permitted in SECTION B must have prior written Board approval. This includes, but is not limited to:

- a.** Installing electrical service, lines and circuits in garages or spouting on garages and VILLAGE SQUARE utility sheds.
- b.** Painting anything or planting, trimming or cutting anything except as specified in SECTION B.
- c.** Affixing new or non-identical replacement items to the exterior walls or patio fences except as specified in SECTION B.
- d.** Adding gates, fencing, or other structures to your exterior limited common element, i.e., patio.
- e.** Placing any decorative or functional items on or in the common element such as figurines, fencing, newspaper boxes, antennas, parcel post boxes, etc. If in doubt, consult a Board Member.
- f.** No signs, awnings, canopy, shutters, radio or TV antenna shall be hung, displayed, affixed or otherwise placed on or in windows, exterior walls or roofs. Air conditioners are to be installed within limited common elements.

2. Some items have been designated as “Pre-Approved” by the Board but must first have an “Improvement Application,” approved by the Board so as to maintain VILLAGE SQUARE conformity, see SECTION D. An Improvement Application may be requested through Apple Property Management LLC to document all specifications relating to the improvement. The current items designated as Pre-Approved are as follows:

- a.** Electrical service to or in garages. NOTE: This must be done by a licensed electrician and proof of insurance/bonding must accompany the Improvement Application.
- b.** Fencing and gates for patios
- c.** Newspaper boxes (Only applicable to Winchester)
- d.** Fireplaces (Only applicable to end units on Cranston)
- e.** Storm Doors, and Front Doors must conform to the existing doors; they are available from Dayton Door Sales
- f.** Replacement windows and patio doors are to be almond and the same configuration as existing windows.
- g.** Doorbells
- h.** Replacement of outside lighting, i.e., porch lights. The approved fixture is item number 297077 available at Lowe’s.
- i.** Cable and/or Dish TV Service: If you are interested in having Direct TV or any other television/computer service installed in your unit, you must contact your Property Management Company for approved installation locations.

SECTION D.....HOW TO REQUEST WRITTEN BOARD APPROVAL FOR SECTION C

1. Contact Apple Property Management LLC for an Improvement Application. In submitting this application, Owners are to provide a thorough explanation of what they want to do, and any quote or estimate provided by a contractor. The request must have the necessary information, to include drawings, for the Board to determine that your improvement request meets VILLAGE SQUARE conformity standards.
2. If your improvement application is disapproved without conditions, you may request to attend a Board of Directors meeting where your Improvement Application will be discussed. Please submit TWO (2) COPIES of your request to Apple Property Management LLC.

SECTION E.....REMEDY FOR VIOLATION TO SECTION

1. All past and future Section C type changes, if they have not been approved by the Board of Directors in writing, fall under the current Board's jurisdiction to approve or deny. The authority to approve or disapprove an improvement application is stated in Article XI Section 11.10 of the Master Amendment. For any violation to Section C of these Rules and Regulations, where there has been no prior written approval and the Board believes that the exterior change which has been made, is not, for any reason, in the interest of VILLAGE SQUARE; or if this change might set precedence that would eventually destroy or alter the orderly, uniform appearance or otherwise harm the Condominium property; then the Board shall be obligated to issue an order to the owner to remedy any such change, restoring it to its original appearance.
2. If, after a reasonable time to comply (as determined by the Board), the Board shall, according to Article XX, pages 23-25 of the Master Amendment., exercise its authority to have any such violation removed or corrected at the owner's expense including any such legal fees as might be necessary to ensure compliance.

SECTION F.....ESTABLISHMENT OF FILES FOR SEC C TYPE APPROVALS OR DENIALS

1. A file will be maintained by Apple Property Management LLC for each unit where a copy of all approvals, denials, and orders for exterior change will be maintained.
2. To bring these files up to date, owners may file a new request for alterations which were previously denied by past boards. The incumbent Board of Directors will assess the requested alteration (s) based on its current merit and render its decision in accordance with the Master Amendment.

SECTION G.....OWNER RESPONSIBILITY FOR IMPROVEMENTS, MAINTENANCE, AND REPAIRS TO EXTERIOR ITEMS WHICH ARE DESIGNATED OR INTENDED FOR THE OWNER'S SOLE USE

1. Any item which falls into the above description and which is located within a limited common element is the owner's responsibility to maintain and repair with the following exceptions – painting of exterior surfaces to include, but not limited to, trim on buildings, exterior of garages and utility sheds. These are the responsibility of VILLAGE SQUARE. Before attempting to replace any exterior items, read SECTION C. Any and all replacement items will require prior Board approval via submission of an Improvement Application, see SECTION D. As of 1976, owners purchasing optional storm-doors are responsible for repair and replacement as deemed appropriate by the Board.

2. The following list is items that are identified as “For the Owners Sole Use” and therefore fall under the owner's responsibility to repair or replace:

- a.** All windows, screens, and doors, including frames, sashes, caulking, hardware and jams
- b.** Garage Doors
- c.** Exterior Unit Lighting (only white light bulbs are authorized)
- d.** Exterior Dryer and Air Vent Covers
- e.** Cement Patio Slab
- f.** Cement Garage Floor
- g.** Air Conditioner
- h.** All interior portions of the Unit and all installations of appliances, heating, plumbing, electrical and air conditioning fixtures and any other utility services which exclusively serve such Unit.

Even though these items have been identified as the responsibility of the owner for maintenance and replacement it is still necessary to obtain written permission from the Board when replacing any of these items (Refer to SECTION E, Para 2)

SECTION H.....HOW TO COMMUNICATE IDEAS, COMPLAINTS, OR MAINTENANCE PROBLEMS TO YOUR BOARD OR PROPERTY MANAGEMENT

1. Submit ideas or complaints in writing (two copies) to any Board Member or to Apple Property Management LLC. One copy will be returned to you with a written response as to what action will be taken.
2. When the complaint is with another resident, Owners must first approach the party concerned and try to resolve the situation as neighbors.
 - If the complaint is a violation of local law or ordinance, then it may be necessary to call the local police to resolve the situation.
 - If the situation is in violation of the Master Amendment or these Rules and Regulations, then the Board of Directors may send a written notice to the offending party informing them of the violation and request that action be taken to resolve the situation immediately.
 - If the complaint continues to go unresolved, the Board has the option to exercise legal authority.

SECTION I.....WHAT TO DO WHEN YOU PLAN TO SELL OR LEASE YOUR UNIT

1. SELLING

- a. Signs advertising a unit for sale or rent must be placed in the window from the inside of the unit. Signs are not allowed to be posted on common property.
- b. Ensure your realtor is aware of parking restrictions when showing the unit, to include Open Houses. Refer to SECTION L.
- c. Upon signing a purchase agreement with a prospective buyer, the owner must:
 - i. Submit a copy of the purchase agreement to Apple Property Management LLC giving the name, address, and telephone number of the prospective buyer.
 - ii. Supply a copy of the Association's Master Amendment, By-Laws, Articles of Incorporation, and these Rules and Regulations to the buyer.
NOTE: It is the Owner/Seller's responsibility to furnish these documents to the buyer. If the Owner/Seller is not in possession of these documents, they may be obtained from Planning Alternatives LLC for a fee of \$25.00.
- d. **Please see page 11 11.11 of the Master Amendment** Leasing is restricted to twenty-five percent of the total units (15 units.) Leasing to immediate family members (father, mother, brother, sister, children or grandparents) are not subject to this restriction. The Board of Directors may also make exceptions for the relief of undue hardship (See Article XI; Section 11.11 page 11 of the Master Amendment.)

SECTION J.....LAUNDRY, GARBAGE, GARAGE SALES, HAZARDOUS USES AND MISCELLANEOUS ITEMS

1. LAUNDRY:

a. No clothing, bed sheets, blankets or laundry of any kind or other articles shall be hung over or exposed to the Common elements or on any part of the patio fencing, garages, buildings or other structures.

b. It is the homeowner's responsibility to maintain dryer and exhaust vents ensuring they are operating efficiently and are not obstructed with lint or nesting materials as this may pose a fire hazard.

2. GARBAGE:

a. The designated garbage collection enclosures on Cranston and Winchester are the only outside elements permitted for collecting garbage and waste.

b. All garbage must be disposed of in securely tied plastic bags and placed in garbage containers with well-fitting lids.

c. All garbage and/or large items being disposed of that will not fit in the garbage container must be temporarily stored securely on patios, garages or inside owner's unit until they can be collected by our servicing refuse service. If it becomes necessary for maintenance to clean up any mess resulting from improperly stored trash, the owner responsible will be assessed all costs incurred for such service.

d. VILLAGE SQUARE sponsors a "Large Item Pick-Up" once a year, usually in June for residents of VILLAGE SQUARE only. This is an opportunity for residents to dispose of large items not normally picked up by our weekly servicing refuse service, i.e., furniture, bicycles, building materials, appliances, mattresses, etc.

If residents have large items to dispose of outside of this window of opportunity, it is the responsibility of the resident to make arrangements to have these items disposed of properly. Such large items are NOT to be left in the garbage enclosures. If it is determined who the offending party is, the Board will make the necessary arrangements to have the items disposed of and assess all costs incurred to that resident.

3. GARAGE SALES:

a. Garage Sales, Yard Sales, Auctions and the like, are prohibited from taking place anywhere on the VILLAGE SQUARE property. Such events cause undue hardship 11 with parking and traffic congestion, and create an insurance liability for VILLAGE SQUARE.

4. LIMITED COMMON ELEMENTS:

- a.** Patios are not to be used as permanent storage element for such things that would normally be stored inside individual units, garages, or designated storage elements (designated storage elements pertain to Winchester). It is the responsibility of the unit resident to maintain a neat and orderly appearance of their patio element.
- b.** According to Section 308.1.4 of the Ohio Fire Code, the operation of a charcoal burner or any other open-flame cooking device, is prohibited on combustible decks. In addition, these devices shall not be used anywhere within ten feet (10') of combustible construction, which includes, but is not limited to, a nearby wall, overhang, patio fence, or railing.
- c.** Any mess resulting from pets or stored garbage will be cleaned up immediately, or the Board will engage such service to have it cleaned and assess any incurred costs.
- d.** Residents are expected to keep all items, including, but not limited to, toys, bicycles, games, and hoses, off the common elements when not in use. Items are to be stored inside garages, patios, or a unit when not in use.
- e.** Outdoor furniture is to be used solely inside the confines of individual patios and not in front of the buildings or in any common elements.
- f.** The hallways on Winchester are to be kept in a neat, orderly condition, free of litter, including, but to limited to, boxes, out of season decorations, and trash cans.

5. HARARDOUS USES:

- a.** Residents are prohibited from storing any combustible material/fluids anywhere within VILLAGE SQUARE property boundaries. This includes, but is not limited to, gasoline, kerosene, explosives, large quantities of oil, excessive amounts of paper, and cardboard.
- b.** No unit owner shall permit anything to be done or kept in their unit or on Common Property or Limited Common Property that would result in an increase or cancellation of insurance coverage of the unit, its contents, or other property that could negatively affect VILLAGE SQUARE's insurance coverage, or which would be in violation of the law.

SECTION K...ASSOCIATION MEMBERSHIP MEETINGS

1. There is one Annual meeting of the membership each year. The meeting is for the election of board members and such other business as mentioned in the meeting notice. A minimum of one-annual Homeowner's Association Membership Meetings per year is required by the Association By-Laws. At this meeting such topics to be discussed will include but not limited to, the next year's budget and scheduled improvements.
2. A special meeting may be called anytime in the interim with at least a seven (7) day notice.
3. Notice of the annual VILLAGE SQUARE meeting must be distributed to all Association members no later than seven (7) days prior to the meeting time. Members may request the addition of other agenda items by notifying Apple Property Management LLC at least three (3) days prior to the scheduled meeting time. Meeting minutes will be distributed to all Members (homeowners) not later than ten (10) days after the scheduled meeting.

The time and place of regular Board meetings are determined by the majority of the Board. The Board meets at least four (4) times per year.

SECTION L.....PARKING

1. For the safety and protection of all residents, the Centerville Fire Department has established the following regulations:
 - a. **"NO PARKING"** on the North side of Cranston Court. This has been designated a "Fire Lane," and Centerville Police have the authority to ticket automobiles parked in this restricted element when called by the Board.
 - b. **"NO PARKING"** in the Traffic Circle on Winchester. This has been designated as a "Fire Lane" and Centerville Police have the authority to ticket automobiles parked in this restricted element when called by the Board.
 - c. **"NO PARKING"** in front of fire hydrants. This particularly applies to the court element at the end of Cranston. Again, Centerville Police have the authority to ticket automobiles parked in this restricted element when called by the Board.

For all restricted parking elements identified within the VILLAGE SQUARE, parking is restricted 24/7. There is never an instance when it is legal to park there, not even for 1 minute. Residents are reminded to make their visitors aware of this.

2. Only one vehicle per unit, owned or driven by the occupant(s) may be parked on the street (South side of Cranston Court and/or visitor parking on Winchester) or in front of your garage door at any given time. NOTE: 71, 73, 75, 77 Cranston, only one vehicle may be parked in front of your garage.
3. No vehicle may be parked on the grass at any location within the VILLAGE SQUARE common elements or in the driveway entrances.
4. Vehicles are never allowed to be parked, regardless of the amount of time, in any elements other than what has been described above. Towing will be enforced at all times. Owners who find themselves in a situation where they believe their vehicle has been towed, they should contact Sandy's Towing to reclaim the vehicle. Towing charges are at the Owner's expense. NOTE: The Board will not make any attempts to notify the owner of a motor vehicle that has violated any of these restrictions and is subject to towing.
5. No stored, inoperative or otherwise unused vehicles (expired tags), including motorcycles, may be parked anywhere on VILLAGE SQUARE grounds, except in an enclosed garage with the garage door closed. Such vehicles will be reported to the authorities and may be subject to towing.
6. Maintenance on vehicles (oil changing, lube, engine repair, brakes, etc.) is forbidden anywhere on VILLAGE SQUARE property, Limited or Common. Residents violating this restriction will be held liable for any damage or staining to the concrete or asphalt.
7. The parking for more than three (3) consecutive days at any location on VILLAGE SQUARE property, except in fully enclosed garages, of boats, campers, trailers and other recreational or commercial vehicles or equipment is strictly prohibited and will be subject to towing at the owner's expense.
8. Violations and penalties to the above rules apply to all homeowner's, renters, and guests. It is the responsibility of the VILLAGE SQUARE Member to ensure that prospective renters are aware of these rules and to be mindful when guests are visiting.

SECTION M.....SPEED LIMIT

For the safety of children and residents, the speed limit on Cranston Court and Winchester Place is posted at **10 miles per hour**. Any willful violation to this established speed limit will be reported to the Centerville Police and/or the Sheriff's Department