

WELCOME TO THE VILLAGE AT LEHNER WOODS! We hope that you find your condominium lifestyle to be satisfying and rewarding.

Towne Properties Management, Inc. is a full-service property management company offering complete association management and unit resale services. If you have questions regarding your Condominium Association account, rules, violations, or complaints, we can be reached during normal business hours Monday through Friday.

Towne Properties Phone: 614-781-0055

Property Managers:

- Rehan Hossain: RehanHossain@towneproperties.com
- Alicia Bartley: AliciaBartley@towneproperties.com

Maintenance Requests – Our Maintenance department can be reached 24 hours a day, year-round. Only emergency requests will be handled during “off hours.”

Exterior Improvement Application and Information - Any addition or modification to the exterior of your building, such as but not limited to a storm door, deck, or satellite dish, requires approval from the Association. Please direct any questions to the property manager.

Once again, **WELCOME** to The Village at Lehner Woods

Sincerely,

Towne Properties

Revision #	Revision Date	Change Description
1.0	12/11/2023	Formatting change, revision sheet added to track future changes, updated handbook to include alley speed limit and policy.
1.1	12/20/2023	Updated landscaping section under highlights.
1.2	1/2/2024	Per attorney review: Updated the language in some sections and updated appendixes

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Highlights

Architectural Control

Planning on adding a storm door, or any other change to the exterior of your Unit? Please be sure to submit an architectural control request to Towne Property Management, Inc.

Any changes affecting the exterior of your Unit must first be approved in writing by the Condominium Association Board. This is done by completing an Architectural Control Request Form and submitting all plans, pictures, and drawings to the Condominium Association through Towne Properties. Your application review and Board approval must be returned to you, in writing, before any work can begin.

Condominium Association Fees

Your Condominium Association fees are due on the first day of each month. Fees received on or after the 10th day of the month must include a \$ 20.00 late charge.

For your convenience, coupons are provided for the payment of these fees.

Condominium Association fees are an annual assessment made payable in monthly installments. In the event that a Unit Owner defaults on a monthly payment, the Condominium Association can file a lien on the Unit accelerating the fees through the calendar year. If the account is not brought current in a timely manner, the Condominium Association may also pursue foreclosure.

In the event that a Unit Owner becomes delinquent, any attorney fees and cost associated with the collection of these fees are assessed back to the Unit Owner in accordance with the Condominium Association's Declaration.

Speed Limit

The speed limit is 15 M.P.H. on the main streets. The speed limit in the alleys is 10 M.P.H.

No person, including guests, shall operate a motor vehicle in any manner, which is classified as reckless under any applicable traffic code, law or ordinance of any governmental body having jurisdiction over Village at Lehner Woods Condominium Association.

Landscaping

The grassed areas in the front, back and sides of homes are designated as Limited Common Elements and therefore belong to Village at Lehner Woods. Care for Limited Common Elements are the responsibility of the Association and will be mowed and otherwise cared for by the contracted landscape company and not by individual homeowners. Taped off areas and “No Mow” signs are prohibited and will be removed. Any complaints regarding work done by vendors must be addressed to Towne Properties and not the vendors on site.

Fall Clean-Up & Leaf Clean Up

All flowers and dead plant material in the front, back and sides of homes are to be removed by the owners by no later than November 30th of each year.

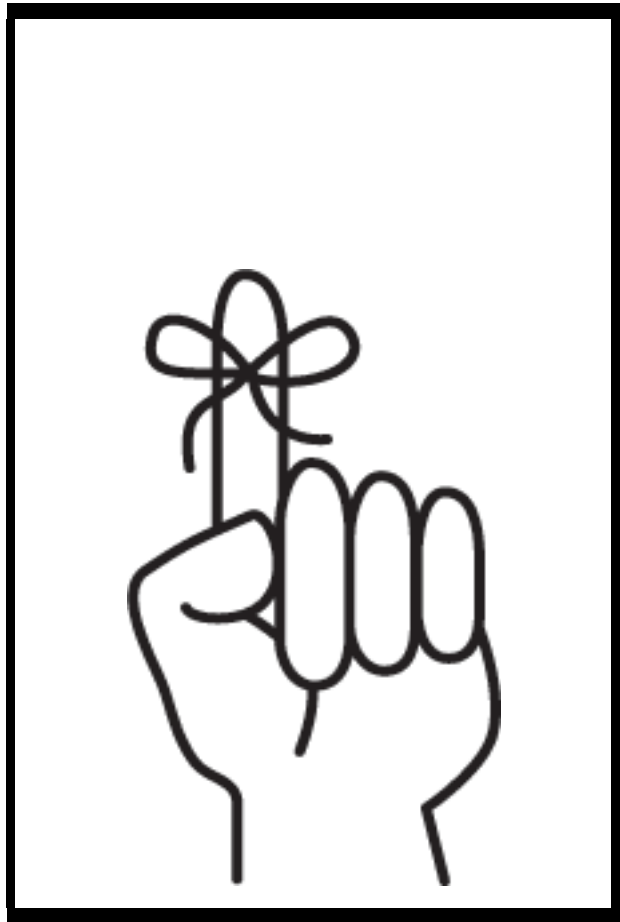
Snow Removal

In upholding our obligations to create a desirable community, the Association provides street and Common Element parking area snow removal when snowfall exceeds 2 inches. Treatment for icy conditions will be at the discretion of the Board of Directors. For your safety and that of your neighbors, each Homeowner is responsible for the snow removal in front of and to the side of their garage, the driveway and/or parking pad, the sidewalks within their Limited Common Elements, and Common Element sidewalks directly in front of their Home. Sidewalks and front porches will NOT be shoveled by the association.

Fertilizing

Fertilizing will be done by the Condominium Association periodically throughout the season. Small stakes will be posted throughout the community by the landscaping contractor informing Unit Owners when these treatments will be applied.

Village at Lehner Woods Handbook



Don't forget!

1. **INTRODUCTION**

- 1.1. SCOPE AND PURPOSE - This publication is intended for use by the Village at Lehner Woods Unit Owners and Residents. It outlines the Rules and Regulations.
- 1.2. AUTHORITY - All Rules and Regulations are under the express authority granted in Article III, Section (2)(q) of the Declaration “. . . to promote harmony, to serve the best interests of the Unit Owners, as a whole, and to protect and preserve the nature of the Condominium and the Condominium Property.”
- 1.3. ENFORCEABILITY – Article III, Section(2)(q) of the Declaration also authorizes the Board of Directors to enforce the Declaration and amendments thereto, as well as Rules and Regulations promulgated by the Board, through the use of fines, liens, arbitration, and judicial proceedings. Reasonable charges incurred for enforcement will be assessed against the Homeowner.
- 1.4. APPLICABILITY - These Rules supersede all previously promulgated Rules.
- 1.5. RELATIONSHIP TO DECLARATION AND OHIO LAW - The Handbook expands on some general covenants and restrictions contained in the Declaration of Condominium and Ohio Law. Ohio Law, the Declaration of Condominium, and the Handbook are all applicable, and controlling in that respective order.

2. **THE TRAFFIC AND PARKING REGULATIONS**

- 2.1. STREET AND ALLEY TRAFFIC
 - A. The street speed limit is 15 mph.
 - B. The alley speed limit is 10 mph.
 - C. For the safety of residents, the alleys are not to be used as streets. Enter and exit the alley using the street entrance nearest the resident’s garage.
- 2.2. PARKING PERMITTED - Parking of vehicles is only permitted in garages, in the additional parking space provided for specified Homes (or driveways), in designated parking spaces on the side of the street opposite the fire hydrants or in the designated parking spaces in the Common Element parking lots.
- 2.3. PARKING PROHIBITIONS IN SPECIFIED AREAS - Parking of vehicles is prohibited in the following areas:
 - A. No vehicles shall be parked or driven on any unpaved area of the community.
 - B. No parking in the alleys at any time.
 - C. No abandoned or inoperable vehicle of any kind, or any vehicle that may be towed, such as a boat, trailer, or mobile or motor home may be parked on any Limited Common Element, other than in a garage, or on any Common Element.
 - D. No commercially licensed vehicle, boat, trailer, camper, or other recreational vehicle shall be parked on any roadway, parking area or other paved area of the property without prior Board Approval. However, nothing contained in this section shall be construed to prohibit the infrequent parking, for periods of time that are reasonable under the circumstances, of an emergency vehicle or a vehicle operated by a person providing repairs, service or other services to a home or the Common Elements. For similar non-social purposes, a trailer,

- camper, or other vehicle for the purpose of loading and unloading will be treated the same way.
- E. No vehicle, trailer or other over-the-road equipment shall be operated, parked, or stored on any area of the Property that is not paved or a roadway.
 - F. The use of unlicensed vehicles in the community is prohibited.
 - G. No repair work is permitted on vehicles in Limited Common Elements or Common Elements except for short term emergency work (flat tire, battery change, etc.)
 - H. Any vehicle found in violation of these rules is subject to towing at the owner's expense.
 - I. Nothing contained in this Section shall prohibit the parking or storage in a garage of any vehicle, trailer or boat that is parked or stored wholly within the interior of a garage without interfering with the closing of the garage door.
 - J. No vehicle shall be parked in such a manner as to leave less than 10 feet of the width of a street for the free movement of other vehicular traffic.
 - K. No vehicle shall be parked in a direction other than the direction of travel on that side of Street.
- 2.4. COMMERCIAL VEHICLES, RECREATIONAL VEHICLES AND OTHER PROHIBITED USE VEHICLES - Nothing contained in this Article 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. Except as otherwise expressly provided by the Rules, no commercially-licensed Vehicle (with the exception of the "small" commercially licensed vehicles; being described as pickup trucks, vans, full size pickup trucks, full size vans) and no boat, trailer, camper or other recreational vehicle, shall be parked on any roadway, Parking Area or other paved area of the Condominium Association Property without prior Board Approval; provided, however, that nothing contained in this Section shall be construed to prohibit the infrequent parking, for periods of time that are reasonable under the circumstances, of:
- A. An emergency vehicle.
 - B. A vehicle operated by a person providing repairs, maintenance, or other services to a Unit, to any part of the Common Elements, to a Unit Owner, to a Resident or to the Condominium Association or for similar non-social purposes.
 - C. A trailer, camper, or other vehicle for the purpose of loading or unloading the same.
- 2.5. LICENSE REQUIRED - No vehicle that is not validly licensed for operation on Ohio roads and highways shall be parked or stored or operated on any roadway, parking area or other area of the Condominium Association Property.
- 2.6. NO INOPERABLE VEHICLES: REPAIRS - No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Association Property in a non-operable condition (unless parked completely within the boundaries of a garage) for any period longer than is reasonably necessary to render said Vehicle operable (**24 hours w/o the approval of management company**). No repairs shall be performed on any vehicle on any roadway, parking area or other paved area of the Condominium Association Property.
- 2.7. STORAGE: UNSIGHTLY CONDITION - No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Association Property that:
- A. Is not driven outside the Condominium Association Property at least once every fourteen (14) days.
 - B. Is covered, in whole or in part, by a canvas, plastic or other protective covering that (1) is not specifically designed and constructed solely for use as a protective covering for vehicles

- or (2) is unreasonably unsightly by reason of deterioration, rust, damage or other cause as determined by the Board of Directors in their sole discretion.
- 2.8. UNPAVED AREAS - No vehicle, trailer or other off-the-road or over-the-road equipment shall be operated, parked, or stored on any area of the Condominium Association Property that is not paved or a roadway.
 - 2.9. NO PARKING ZONES - No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Association Property on or adjacent to "no parking" area, which is on the side of a roadway next to and between "no parking" signs.
 - 2.10. OBSTRUCTION OF TRAFFIC - No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Association 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.
 - 2.11. LIMOUSINES - Due to the nature and intent of the parking design of the Village at Lehner Woods Condominium Association, only immediate pickups and drop offs are allowed.
 - 2.12. SEMIS - Absolutely no semis or tractor trailers are permitted at the Village at Lehner Woods Condominium Association: straight trucks must be used for moving. The Association will impose an immediate \$500.00 fine to the owner associated with allowing and /or directing a semi onto the Condominium Association streets.

3. OCCUPANCY

3.1. PETS

- A. Any animal outside the home at any time must be on a leash under the control of the owner, without exception. No pet may be tied/tethered outside of the home at any time.
- B. Pet waste must be picked up immediately, during a walk in Limited Common or Common Elements. Any person walking a pet must be able to exhibit clean up material or face violation procedures. Failure to clean up after pet will result in strict violations and possible assessments.
- C. If any animal is determined to be a habitual barker or biter and/or is determined to be a detriment to the safety and wellbeing of the community, the Board has the right to order the animal to be permanently removed from the community. If the unit owner does not remove the animal as requested, a special unit assessment will be sought per procedure contained herein.
- D. If pets become a nuisance due to the owner's/resident's failure to control the pet, the pet may be ejected at the discretion of the Board.
- E. Any cost of repairing damage done to Association property by a pet will be a special assessment to the unit owner and/or resident responsible for the animal. This will include repairing sod damage from pets urinating in the common elements.
- F. The action or behavior of any pet is the sole responsibility of the owner/resident. The Association disclaims ownership of any animal in the community.

3.2. TRASH DISPOSAL

- A. IMPROPER DISPOSAL - No Unit, garage, porch, patio, driveway, Limited Common Element or Common Element shall be used or maintained as a dumping ground for refuse. Refuse means all garbage and rubbish (i.e., household matter). **Please pick up any trash that may have fallen from your container.**

- B. All trash containers for trash are to be located and maintained within the garage of each home.
- C. CONTAINERS - Refuse shall be placed in containers provided for that purpose, and none shall be allowed to litter the Common Elements. **All trash must be stored in the refuse container. If it is not stored in the container, it will not be picked up. Please make sure your container will close.** Refuse containers are to be kept out of sight (i.e., in garage), except from 5:00 p.m. on the day prior to trash pickup and removed by 10:00 p.m. on trash pickup day. Trash containers are to be placed in the alley, behind your garage on pick up day. Any trash left on the ground after pick-up is the owner's responsibility to clean up.
- D. STORAGE OF CONTAINERS - No trash container may be stored on the front porch. No trash containers may be stored in Common Elements or Limited Common Elements.
- E. If you are out of town, you should plan with a neighbor to retrieve your container to avoid violating rules.

3.3. RENTAL

- A. No Unit, or portion of a Unit, may be used for a purpose other than private Residential housing. No Unit shall be rented by a Unit Owner for transient or hotel purposes, which shall be defined as
 - 3.3.A.1. Rental for any period less than one year.
 - 3.3.A.2. Any rental or use if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry, linen, and bellboy service.
- B. The terms and conditions of all lease agreements shall incorporate the Rules and Regulations of the Village at Lehner Woods Condominium Association and Declaration.
- C. Units must be leased in their entirety. This prohibits the renter/lessee from subletting any portion of said Unit.
- D. Any rental agreement shall be in writing, for a term of not less than one year.
- E. The Unit Owner shall provide a copy of each signed rental agreement to the Condominium Association, and each renewal thereof no later than the commencement of the lease.
- F. The Unit Owner is responsible to the Condominium Association for damages, and liable for any appropriate sanction which may be applicable for any violation of the Declaration, By-Laws, Rules, or Regulations of the Condominium Association committed by any renter or occupant of his Unit, or of any guest of the Unit Owner or tenant. In accordance with the Ohio Revised Code 5311, the Board of Directors reserves the right to evict tenants in violation of the rules and regulations of the Association and the Declaration.

3.4. NOISE - No Unit Owner or Resident shall create, or permit his guest to create, any noise or other nuisance or condition originating in his Unit that constitutes an unreasonable disturbance to another person that is audible outside his Unit. Such noise or other nuisance will not be tolerated. Garage doors are required to be kept closed at all times when not in use for security and appearance purposes.

3.5. COMMON ELEMENTS - No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements including the Limited Common Elements. The Common Elements and Limited Common Elements including the patio areas, shall be kept free and clear of all rubbish, debris, animal waste and other unsightly or unsanitary materials.

- 3.6. NEW UNIT OWNER - Within five (5) days after the purchase of a Unit, the new Unit Owner shall notify the Condominium Association through Towne Properties, in writing, of the sale and provide the following information:
- A. the new resident's name, address, business and home telephone numbers, closing date, and address at which Unit Owner wishes notices to be sent and confirm all dues are current.
 - B. The owner should confirm that the Title Company has contacted the Management Company for appropriate documentation.
 - C. Copy of the recorded Deed of the Unit(s). The owner should transfer all keys, Community Guidelines, Handbooks, Declaration and Bylaws to the new owner.

4. ARCHITECTURAL CONTROL

- 4.1. PRIOR WRITTEN BOARD APPROVAL REQUIRED – Every proposed structural change to the exterior of your home, including the garage, must be reviewed, and approved by the Association Board in writing before work begins. After completing an application for exterior improvement and submitting all plans, pictures, and drawings to Towne Property Management, the Board will review your proposed change. Your application review and written approval must be returned to you before any work can begin. No alteration of any kind shall be made to the Common Element, the Limited Common Element, or which alters the exterior appearance of the building without prior written approval of the Board. Any improvements or changes made without prior written permission approval from the Board and the City (if a permit is needed) will have to be removed and/or returned to its original condition immediately. If the Unit Owner does not comply within a reasonable period of time, Towne Properties will hire a licensed contractor to make repairs and restorations at the Unit Owner's expense.
- 4.2. RESTRICTIONS GENERALLY - No Unit Owner or occupant shall cause or permit anything to be hung or displayed on the outside of any building, and no sign, awning, canopy, shutter, radio or television antenna, or garage door opener shall be affixed to or placed upon the exterior walls or roof or on any other part of the buildings except that signs of one square foot or less, depicting the presence of security systems in Units shall be permitted in mulched areas without first obtaining the written approval of the Board of Directors. Porch swings may be installed with written Board approval on the front porches.
- 4.3. STRUCTURAL CHANGES - Nothing shall be done in any Unit or in, on, or to the common elements and facilities 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 Condominium Association. Any repair or replacement of siding or trim must be with same type, quality, and style as originally installed. If a color or type of siding or trim is discontinued, the Board MUST first approve a replacement color and/or type, in writing, before the new siding or trim is installed.
- 4.4. "FOR SALE" SIGNAGE – Only one (1) professionally made "For Sale" or "For Rent" sign not larger than 9 sq. ft., may be placed in a window. An owner may place one (1) professionally made 'For Sale' sign in the mulched area of the Limited Common Element, instead of the window. "Open House" signs may be displayed on the day of the open house only and must be removed that same day.

- 4.5. SPECIFIC PROHIBITIONS - The following changes are specifically prohibited, and it is the policy of the Board of Directors to reject any application for permission to make them:
- A. Awnings or overhead structures (not part of the original design), whether in front of your Unit or over the patio.
 - B. Exterior color changes made to any outside door, window trim, porch railing, garage door, porch, or porch steps.
 - C. The use of any colors other than the color of the trim on your Unit. (However, protection may be used by means of a clear, colorless waterproofing or wood protection material.)
 - D. Bed edging made of natural materials is permitted with prior written Board approval. The front bed edging cannot exceed the top of the porch concrete slab in height. No loose aggregate materials are permitted.
 - E. Antenna and radio towers.
 - F. Satellite Dish Policy - A "dish" antenna that is less than one meter (39.37 inches) in diameter and is designed to receive direct broadcast satellite service, video programming service via broadband radio service or local television broadcast signals, shall be placed in a location on home such as the side or rear of the home so as not to be visible from the street so long as the placement does not prevent reception of an acceptable quality signal. No approval of the ARC is required prior to installation or use of a "dish" antenna less than 39.37 inches in diameter.
 - G. Replacement of the roofing material, with prior written Board approval, must be with material of a similar color, texture and style as the roofing material being repaired or replaced to maintain compatibility throughout the community.
 - H. Patio expansions cannot extend beyond the back of the structure (rear garage wall facing the alley), nor the side boundary of the structure. The side boundary of the structure is defined by the side wall of the home and not the fireplace bump-out.
 - I. Written request for permission must be submitted to the Board for review and approval, and must include an illustration and specifications with respect to layout, dimensions, materials to be used, thickness and type of base, thickness of concrete, etc. Work may commence **only after written approval is received from the Board.**
 - J. Rear mulch/flower beds, including edging of any type, cannot extend four (4) feet beyond the edge of any patio. In the event the distance between the two structure side boundaries is less than eight (8) feet, the mulch /flower bed edging cannot extend more than half the distance between the two structures. Rear mulch/flower beds edging and/or structures, cannot extend in height, past the lowest edge of the siding of the structure.
 - K. All window coverings must be neutral in color (white, beige, off-white, ivory, light gray) on the exterior side. All window coverings must be professionally made. No sheets, paper, etc., may be used.
- 4.6. APPROVAL REQUIRED FOR EXTERIOR CHANGES - All exterior changes, except as otherwise provided for in your resident manual, are subject to review by the Board.
- 4.7. TIME LIMIT - All improvements must be completed within 60 days of initial approval.
- 4.8. CLEAN-UP - For safety and appearance, the work area must be cleaned up at the end of each day.
- 4.9. EXTERIOR LIGHTING - The installation of low voltage landscaping lights in the Limited Common Elements both in front and back of the Units first requires plans for the installation be submitted and prior written Board approval obtained. All other exterior lighting changes or additions also require prior written Board approval.

- 4.10. STORM AND SCREEN COMBINATION DOORS – Full view storm doors, white in color, are the approved front storm/screen door. An owner must submit an application for storm door/screen doors prior to installation and prior written Board approval is required. Failure to follow guidelines can result in removal of the door at the owner’s expense. When applying for storm/screen door approval, be sure to include manufacturer, model number and a picture of the door (manufacturer’s brochure would be preferred).
- 4.11. EXTERIOR DECORATIONS - Ornaments of any kind on the roof or hanging from the roof are not allowed. Note: Holiday lights addressed in 4.23 below.
- 4.12. LANDSCAPING – You must have prior written approval from the Board before you change the size of existing plant beds or if you would like to add a new bed.
- A. FLOWERS - Prior approval is not required for the planting of flowers in the mulched beds around the Unit front porch and garage. All flowers must be removed when dead. Maintenance of flowers and flowerbeds is the responsibility of the Homeowner, including keeping the beds free of weeds. Flowers may be planted only in the mulch beds in the Limited Common Elements. The grounds crew will maintain any plantings not maintained by the owner and the owner will be billed accordingly. Grounds crew will remove any plants not removed by November 30th and the Associations’ cost of removal/disposal will be assessed to the Homeowner.
 - B. LAWN ORNAMENTS - Multicolored lawn ornaments are prohibited in mulched beds or Common Elements and will be enforced at the discretion of the Board of Directors.
 - C. PLANTINGS OTHER THAN FLOWERS - Plantings are allowed in mulched areas but shall be the responsibility of the Unit Owner to maintain. The Condominium Association shall not be responsible for any damage accidentally done to such planting by the ground keeping crew. Owners cannot remove/plant trees in Common Elements. At the Condominium Association’s request, any tree planted shall be removed and/or tree removed shall be replaced, and the Common Elements restored to the original condition at the expense of the Unit Owner responsible for tree planting/removal in the Common Elements. Any planting other than flowers in existing mulch beds must receive the prior written approval of the Condominium Association. All dead plantings must be removed.
 - D. TREES AND SHRUBS - Other than flowers and what is set forth in (E) immediately below, which do not require prior approval, any shrubs, herbs, or trees, etc., planted in Limited Common Elements must be preapproved in writing by the Condominium Association.
 - E. VEGETABLES - Vegetable gardens or sunflowers may be planted on the side or rear of the home only and must not extend more than 2 feet from the home or garage.
 - F. BIRD HOUSES - Birdhouses, bird feeders and birdbaths must be confined to the Limited Common Elements of each Unit Owner. If, in the sole discretion of the Board, these items create a nuisance or damage the Common Elements, they must be removed.
 - G. BORDERS - Borders may not be used to edge mulched beds without prior written Board approval.
 - H. EDGING - Bed edging must not be greater than 6 inches in height and may not be: aluminum, metal, wire, plastic, rubber, painted stone, or wood.
 - I. BEDS CONTIGUOUS TO LIMITED COMMON ELEMENTS - Flowerbeds or plantings are not to be planted or located anywhere along the outside edge of patios if infringes upon the Common Elements.
 - J. FLOWER BOXES - Flower boxes mounted on porch railings are permitted. Flower boxes must be kept free of debris and dead plantings; otherwise, they must be removed. Flower

- boxes are not to be attached to siding, trim or window trim and must be removed and stored for the winter by November 30th of each year.
- K. FALL CLEAN UP - The contents of any flower beds planted by Unit Owners or Residents must be removed by November 30th of each year.
 - L. VINES - Clinging vines, such as clematis or ivy must be on a trellis and are not to climb on the building nor climb the fence. Plantings must not exceed a height of 36 inches.
- 4.13. FIREWOOD - Prohibited.
- 4.14. CHIMENEAS - Prohibited.
- 4.15. FRONT PORCHES
- A. Attached porch swings and hammocks are not permitted on front porches.
 - B. Indoor/outdoor carpet is not permitted on front porches.
 - C. Wind chimes are permitted if they do not cause a problem for neighboring units and must be stored for the winter by November 30th each year.
 - D. Flowerpots are permitted. All flowerpots must be stored by November 30th of each year.
 - E. Painting of concrete front porches is not permitted.
 - F. Grills of any type are not permitted on front porches. Please store your cooled grill behind your unit or within your garage.
 - G. Storage of personal property is not permitted on front porches or in the yard area.
- 4.16. WINDOW AIR CONDITIONERS are permitted on the side or rear of the home only.
- 4.17. FLAG POLES AND FLAGS. No flags of any kind shall be displayed to the public view on or from any portion of the Common or Limited Common Elements except the following approved flags: United States Flag, State Flag of Ohio, POW/MIA Flag, US Service Flags (Blue star banners, Gold star banners, Army, Marine Corps, Navy, Air Force, Coast Guard, Space Force). All other flags are prohibited unless prior written Board approval is obtained. The placement of a flagpole upon or within the Limited Common Elements of a Unit or immediate exterior area of the building adjacent to where the Unit is located to be used for the purpose of displaying an approved flag shall be of appropriate size, consistent with the size and character of the buildings that are subject to the association governing documents. Service flags can be displayed in the window of a residence where a member of the immediate family is serving or has served in the military.
- 4.18. FENCING of any type is prohibited.
- 4.19. STORAGE SHEDS, CARPORTS, AND OTHER AUXILIARY STRUCTURES, including doghouses, are prohibited.
- 4.20. DECKS of any type are prohibited. Patio extensions require prior written Board approval.
- 4.21. NO HOT TUB, SAUNA, IN-GROUND or ABOVE GROUND POOL shall be permitted in any Limited Common Element.
- 4.22. ADDRESS NUMBERS are permitted on the rear garage area. They must be the same style as the numbers utilized on the front of the home. They must be centered, over the garage door, on the corner trim, and not the siding itself.
- 4.23. HOLIDAY LIGHTS AND DECORATIONS are permitted. No lights or decorations are permitted on any Common Elements trees or shrubbery. They may not be displayed in the Limited Common Elements before Thanksgiving Day and must be removed by no later than January 31st of the following year.
- 4.24. ALL OTHER HOLIDAY DECORATIONS are permitted in the yard area. They may not be displayed more than three weeks before or two weeks after the holiday.
- 4.25. TOYS AND EQUIPMENT

- A. WADING POOLS - Children's wading pools are allowed but restricted to Limited Common Elements. However, they must also be covered or emptied at night to discourage mosquitoes.
 - B. PLAY EQUIPMENT - Children's play equipment, basketball hoops, small plastic slides, etc., are permitted to be used in the Common Elements so long as they will not interfere with traffic or create a health and safety risk to children and/or adults. When not in use these items must be stored off the Common Elements.
 - C. BICYCLES - Bicycles may not be stored on porches or patios.
 - D. STRUCTURES - Structures such as large playhouses, dog houses, and storage sheds are prohibited and shall not be located on any part of the Village at Lehner Woods Common or Limited Common Elements.
 - E. DAMAGES TO TURF - Owners will be held responsible for repairing turf damage.
5. **DISTRIBUTION OF HANDBOOK** - A copy of this Handbook shall be distributed to all Unit Owners. Any Unit Owner who rents their unit is responsible for providing a copy of the Handbook to their tenant(s). See also, Section 3.3 above.
6. **ENFORCEMENT**
- 6.1. FINES – See association Lien and Fine Policy in Appendix D.
 - 6.2. IMMOBILIZATION OF VEHICLES - Vehicles parked or stored in violation of published Rules, covenants, or restrictions may be towed from the Premises or immobilized. If the Vehicle is towed, the Vehicle Unit Owner will be charged statutory rates for storage and towing by the towing company, which the Unit Owner must pay to have his Vehicle released. If the Vehicle is immobilized, the Vehicle Unit Owner must pay a \$40.00 release fee to have his Vehicle released by the Association.
 - 6.3. NO VOLUNTARY COMPLIANCE - If a Unit Owner does not comply with the Rules upon request, then the Condominium Association may pursue all remedies available to it, including fines, litigation, arbitration, and self-help. All enforcement costs shall be assessed to the Unit Owner, pursuant to the Declaration and Ohio Law.
 - 6.4. VIOLATION REPORTING/COMPLAINT REGISTRATION - All violation reports or complaints regarding other residents must be made in writing. An approved form is available at the clubhouse or contact the management company to have one sent to you.

APPENDIX A

PROCEDURE TO FILE COMPLAINT FOR RULE VIOLATION BY OWNER

If concerned about a violation of Rules at Lehner Woods, a complaint may be filed with the Condominium Association by:

1. Call the Condominium Association's Property Management Company, Towne Properties, at 614-781-0055. Unless it is a report regarding other residents, a complaint can be made over the telephone.
2. Filling out a Rules Violation Complaint Form and sending it to the Condominium Association at the address indicated on the form. Copies are available from the Condominium Association Property Management Company, Towne Properties. All violation reports or complaints regarding other residents must be made in writing.

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

Rule numbers should be referenced when reporting violations. Those numbers can be obtained by referring to this Handbook.

APPENDIX B

COLLECTION POLICY

RECITALS

1. The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Association property.
2. The Association must have the financial ability to discharge its responsibilities.
3. The Board of Directors is required to pursue collection of assessments and other charges from delinquent owners.
4. The Board of Directors of the Association desires to adopt a uniform, non-discriminating, and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association.

1. **Due Dates.** The annual operating assessment, including maintenance fees, as determined by the Association, and as allowed for in the Declaration, Articles of Incorporation, and Bylaws shall be due and payable in twelve (12) installments due on the 1st day of each month. Assessments or other charges not paid to the Association by the 10th day of the month in which they are due shall be considered past due and delinquent.
2. **Invoices.** The Association may, but shall not be required to, invoice an owner as a condition to the owner's obligation to pay assessments or other charges of the Association. If the Association provides an owner with an invoice for monthly assessments, although invoices are not required, the invoice should be mailed or sent to the owner ten (10) days preceding each due date. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.
3. **Late Charges Imposed on Delinquent Installments.** A monthly assessment shall be past due and delinquent if not paid by the 10th day of the month in which it is due. The Association shall impose a monthly late charge of \$20.00, as may be amended from time to time by the Board of Directors. The late charge shall be a "common expense" for each owner who fails to timely pay a monthly installment of the monthly assessment by the 10th day of each month.

The late charge shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately,

without notice, in the manner provided by the Declaration and Bylaws (as set forth above) for payment of assessments.

4. **Acceleration of Assessment.** Pursuant to Article XV, Section 5(a) of the Declaration and Bylaws, if an owner's default in paying an installment of any assessment levied against his/her unit continues for ten (10) days beyond the due date, the Association, at its option, may accelerate the remainder of any assessment and declare them due and payable in full.
5. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the rules and regulations of the Association, or the Board resolution adopting the Collection Policy, a \$25.00 fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such returned check shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, rules and regulations, or this resolution after the date of the adoption of this resolution. If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all the unit owner's future payments, for a period of one year, be made by certified check or money order.
6. **Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration, Articles, Bylaws and statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
7. **Application for Payments made to the Association.** Payments received from an owner will be credited in the following order:
 - All late charges and interest accrued, as applicable.
 - Charges for legal fees, court costs and other costs of collection.
 - All other charges incurred by the Association because of any violation by an owner, his/her family, employees, agents, or licensees, of the Declaration, Articles of Incorporation, Bylaws, rules and regulations or resolutions.
 - The monthly operating assessment for a unit, including but not limited to water charges, any accelerated or special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.
8. **Collection Letters.**
 - After an operating assessment or other charge due the Association becomes 10 days past due, the Association may cause, but shall not be required to send, a "late notice" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.
 - If payment in full is not received within 20 days from the date the "late notice" is sent, the Association may, but shall not be required to, send a "Notice of Intention to Refer

Account to the Attorney” to the unit owner. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.

9. **Use of Certified Mail/Regular Mail.** In the event the Association shall send a collection letter or demand letter or notices to a delinquent owner by regular mail, the Association may also send, but shall not be required to send, an additional copy of that letter or notice by certified mail.
10. **Liens.** The Association may file a notice of assessment lien against the property of any delinquent owner in accordance with the terms and provisions of the Declaration, Articles of Incorporation, and Bylaws. A copy of the notice of assessment lien shall be mailed to the owner. A copy of the notice of assessment lien may also be sent, but shall not be required to be sent, to the mortgage lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender’s option to accelerate the mortgage debt.
11. **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to, refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.
12. **Collection Procedures and Time Frame.** The following time frame shall be used in the collection of monthly installments of the operating assessment and other charges.
 - Due date (date payment is due) 1st day of each month.
 - Past due date (date payment is late) 10th day of month.
 - A late charge will be imposed on the 11th day of each month.
 - “Late Notice” mailed imposing late fees no sooner than 10 days after the due date.
 - “Notice of Intention to Refer Account to Attorney” may be mailed within 20 days from the date the “late notice” is sent.
 - Account referred to attorney for legal action if account is in excess of \$300.00 and is at least 2 months past due.
 - Attorney sends demand letter for payment including acceleration notice, if applicable.
 - The owner fails to respond to the attorney, a lien is filed and/or a collection or foreclosure lawsuit is considered, and if appropriate, is commenced.
 - The attorney is to always consult with the Association to determine if payment has been arranged or which collection procedures are appropriate.
13. **The Association May Grant a Waiver of any Provision herein upon Petition in Writing by an Owner Showing a Personal Hardship.** Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits, liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances. The Association is not permitted to waive assessments or attorney fees.
14. **Notification to Owners.** The Association shall cause all owners to be notified of this resolution and the late charges, returned check charge, and attorney’s fees to be imposed after the effective date of those provisions of this Resolution.
15. **Ongoing Evaluation.** Nothing in the resolution adopting the Collection Policy shall require the Association to take specific actions other than to notify owners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

APPENDIX C

LIEN AND FINE POLICY

As permitted by the Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership Under Chapter 5311 Of The Ohio Revised Code Of Ohio For The Village at Lehner Woods, Single-Family Homes in A Condominium Community (“Declaration and Bylaws”) Article III, Section 2(q) and Article IV, Section 13(c-f), respectively, The Village at Lehner Woods Condominium Association, Inc. (“Association”) adopted the following Lien and Fine Policy, applicable to all Units which fail to comply with the maintenance or corrective actions requested by the Association.

NOTIFICATION OF VIOLATION

1. Written notice will be sent via ordinary U.S. mail to the Unit Owner(s) (“Owner”) clearly stating the violation and any corrective action that is requested of the Owner.
The notice will state a definite period of time of no less than ten (10) days in which action is to be taken by the Owner.
2. If there is no response or action taken prior to the date stated in the first written notice as stated in Step One, a second written notice will be sent to the Owner via ordinary U.S. mail.

The second notice will clearly state the violation and corrective action that is requested of the Owner. The owner will be allowed a minimum of ten (10) days for correction.

If corrective action cannot be completed within the time set forth in the second notice, Owner must contact the Association’s management company for a new reasonable completion date which will be provided at the sole discretion of the management company.

OPPORTUNITY FOR HEARING

Prior to imposing a fine, charge or assessment upon Owner for damages or an enforcement fine, charge or assessment pursuant to this policy, the board shall give the Owner a written notice that includes all the following:

1. A description of property damage or violation.
2. The amount of the proposed fine, charge or assessment.
3. A statement that the Owner has a right to a hearing before the board to contest the property damage/violation or proposed fine, charge or assessment.
4. A reasonable date by which the Owner must cure a continuing violation to avoid the proposed fine, charge or assessment, if such an opportunity to cure is applicable.
5. To request a hearing, the Owner shall deliver a written notice to the board not later than the tenth (10th) day after receiving the second written notice. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board immediately may impose a charge for damages or an enforcement fine, charge or assessment pursuant to this policy.

6. If an Owner requests a hearing, at least seven (7) days prior to the hearing the board shall provide the Owner with a written notice that includes the date, time, and location of the hearing.
7. The board shall not levy a fine, charge or assessment before holding any hearing requested pursuant to this policy.
8. Within thirty days following a hearing at which the board imposes a fine, charge or assessment, the Association shall deliver a written notice of the fine, charge or assessment to the Owner.
9. Any written notice that this section requires shall be delivered to the Owner or any occupant of the dwelling unit by personal delivery, certified mail, return receipt requested or regular mail.

REMEDIAL ACTION

Upon lack of remedial action by the Owner and, either no timely request for a hearing within the period provided in this policy or a decision by the board imposing a fine, charge or an assessment, the Association may take one or more of the following actions:

Fine Issued: A fine will be assessed to the Property at \$50.00 per month, per violation, until the Owner takes corrective action, and the Owner contacts the Association in writing to provide proof of correction/compliance. It is the Owner's responsibility to notify the Association of correction/compliance before fines cease.

Corrective Action Taken by Association: The Association will remedy the violation and the cost of said remedy will be assessed to the Unit.

Such fines and costs shall be immediately due and payable from the Owner to the Association, along with interest at the rate of 8% per annum and the Association shall be entitled to a valid lien as security for the payment for such costs incurred effective from the date of recording with the Delaware County recorder as stated in the Declaration, Article XV, Section 5.

Notice of all fines, charges, or assessments, shall be sent to Owner subject to assessment at least 30 days prior to their due date. Any fine, charge or Assessment that is not paid within 30 days of its due date shall be delinquent and the Association may use any or all the remedies available, including but not limited to the filing of a lien and/or the filing of a civil lawsuit to collect the fine, charge or assessment.

A lien may be filed with the Delaware County Recorder's Office to be noticed upon sale of Owner's property. Corrective action must be taken and approved by the Association prior to the sale of the property. Otherwise, the lien transfers with the property to the buyer(s). All expenses and attorney fees will be at Owner's expense.

APPENDIX D

Water Usage Collection Policy

"The cost for water usage associated with the Association's property shall be borne by the owner of each unit in direct proportion to the amount of water used by said Home. It is understood that, in addition to individual Home water usage, the Association common elements also have water usage, which will be expensed separately as a part of the regular monthly condominium assessments."

(Any and/or all of the procedures below may be delegated to a third party in whole or in part)

1. The Association will monitor each Home's water usage on a monthly basis, through the use of a water meter. Each Homeowner will be responsible for cooperating with the Association, in a timely manner, for the maintenance of said meter.
2. The owner is responsible for repair and maintenance of their own plumbing as described in the Declaration.
3. After each meter reading, Guardian will issue a water usage invoice ("invoice") to each Homeowner. The Homeowner may choose to have their invoice mailed to another individual, such as a tenant, but doing so will not eliminate the owner's responsibility to comply with the policies set forth herein.
4. Each invoice will be due, in full, by the printed "due date."
5. A water usage charge shall be past due and delinquent if not paid by the 10th day of the month in which it is due.
6. Invoices will be considered "paid" when the printed "amount due" is received by the Association, at the address listed on the invoice.
7. Invoices will be considered "past due" or "late" when the printed "amount due" is not paid, in full, by the due date.
8. The Association will place the total amount due on the respective owner's association account.
9. Once a past due amount has been placed on an owner's association account, the amount due will be collected in the same manner as the monthly condominium assessments set forth in the Collection Policy.
10. Homes on automatic withdrawal will have the past due amount automatically debited from their bank account with the next month's monthly assessment.
11. Nothing in this resolution shall require the Association to take specific actions other than to notify owners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.