

Villas at Ballantrae Condominium Association

Introduction

Villas at Ballantrae is a condominium community established under Ohio law and organized under a common plan of governance contained in the Declaration and Bylaws of the Villas at Ballantrae Condominium Association (Association).

This unique Community features Irish Manor style homes of distinction with individual lawns and landscaping. Because of the close proximity of its properties, it is important that each Villa Unit Owner extend to other occupants the same respect and courtesy that they would like to receive.

The Association

Each Villa Unit Owner is a member of the Association (Member) and each Villa Unit is permitted one vote at Association meetings.

The real property consists of the Villa Units and the Common Element, which includes all of the property in the Community except that occupied by the footprints of the individual residential Villa Units.

The **Common Elements** are jointly owned by all the Villas Unit Owners and are for their use, benefit and enjoyment. These include street trees, small black decorative fences, the stone bollards, mailboxes, driveway aprons, curbs, sidewalks and streets and paver sidewalks to the curb. These are reasonably maintained by the Association.

Areas of the **Limited Common Elements** are those which surround individual Units, including driveways, walkways, yard areas, patios, and porches. Also included are handrails for steps, and lamp posts. These are maintained by the Owner, and their use is reserved for the exclusive benefit of individual Villa Unit Owners.

Villa Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement.

All service contractor requests must be submitted to the property management company.

Organization of the Association

Board of Directors

The Bylaws provide that a 6 member Board of Directors (Board), elected by the Villa Unit Owners, is responsible for reasonably managing the Association's affairs and overseeing the operation and management of the Community.

It acts on behalf of Villa Unit Owners to make and enforce rules and regulations, foster open communication, promote trust and cooperation, provide a reasonably safe and friendly neighborhood environment and consider concerns of Villa Unit Owners.

Board members are indemnified, per the 2008 owner approved indemnification amendment to the community documents.

Board Elections

At each annual meeting of the Association, two Villa Unit Owners, or spouses of Villa Unit Owners, in good standing are elected to 3 year terms as directors. If a Board member is unable to complete his or her term, a Villa Unit Owner or spouse of a Villa Unit Owner will be selected by the Board to fill this vacancy until the next election, at which time a replacement Board member will be elected to fulfill the remainder of the term. The Board members elect its officers.

Board Meetings

The Board will meet as it determines necessary, but not less than quarterly, to review the Association's finances, operations and other business. Minutes of the meetings of the Board will be posted on the Villas at Ballantrae website. Any Villa Unit Owner may place an item on the Board's meeting agenda by contacting the Association's property management company, in writing, at least 2 weeks prior to a Board meeting and attend the meeting to participate in that item's discussion.

At Board meetings, Villa Unit Owners who wish to speak to an agenda item will be recognized and allowed to comment for a period of 15 minutes. After all Villa Unit Owners have had the opportunity to comment and respond to questions, the Board may discuss the issue at that time or delay taking action.

Association Meetings

An annual meeting of the Villa Unit Owners will be held in the second quarter of each calendar year. Special meetings may be called as warranted. Villa Unit Owners will be given at least 5 days advance notice of meetings.

Committees

Committees, comprised of Unit Owners, have been established to assist the Board in the management of the Community and its activities. Board designated Committee Chairs are responsible for maintaining liaison with the Board and submitting committee plans and proposals for Board review and approval. Current committees are Landscaping and Grounds, Architectural Standards, and Social.

Property Management Company

The following property management company has been retained by the Association to oversee day-to-day operations.

Capital Property Solutions
P.O. Box 630
Worthington, OH 43085

Phone: 614-481-4411
Fax: 614-443-3798

Director of Management Services

Arnold Barzak
abarzak@cpscolumbus.com
614-481-4411

Accounting: accounting@cpscolumbus.com **Other:** admin@cpscolumbus.com
Work Order e-mail: workorder@cpscolumbus.com

The Board requests and appreciates your cooperation in respecting that Board members are not employees and **should not** be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the property management company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the property management company. Again, all other communications must be directed through the property management company to assure that your concerns and questions are properly addressed and answered.

Rules and Regulations

The following rules and regulations have been adopted to reasonably maintain and enhance the beauty and ambiance of the community, reasonably preserve and improve property values, control operating and maintenance costs and provide a harmonious living environment for all Occupants.

All occupants, tenants and guests are to abide by these rules and regulations, which are designed to serve as a source of general information. They are not a substitute for the Declaration or Bylaws, which should also be read by each Villa Unit Owner. In the event of a conflict, the Declaration and Bylaws are controlling.

Should the Board need to modify the rules and regulations, they will do so as needed.

Maintenance and Emergencies

All Villa Unit interior and exterior maintenance, including that which results due to an emergency, is the responsibility of the Villa Unit Owner. Should the property management company dispatch a maintenance technician to address an emergency maintenance problem, the cost for that service call and maintenance may be the responsibility of the Villa Unit Owner. Capital Property Solutions Emergency maintenance can be reached by calling 1-888-367-3514 and following the prompts. Upon a Villa Unit Owner's request, the property management company may agree to perform non-emergency interior or exterior repairs or maintenance on a fee for service basis. Any such service for an individual Villa Unit Owner that is performed by the property management is an independent contract between the two parties and neither the Association nor the Board will be liable for such contracted services.

The property management company may recommend a contractor to perform a service for the individual Villa Unit Owner; however, neither the Association nor the Board recommends nor is liable for any privately contracted service.

Financial Matters

Association Dues

Association dues established by the Board to finance the operations of the Association are payable to the Villas at Ballantrae Condominium Association on the first day of each month. Payments made by check should be mailed to the property management company with the appropriate payment coupon. Arrangements can also be made to have the monthly dues automatically deducted

from a checking account or paid using on-line banking services. Details on using the latter two options can be obtained by contacting the property management company.

Operating Reserve and Capital Reserve

An Operating Reserve fund is maintained at a minimum amount equal to two months of the budgeted Association revenues. This fund's purpose is to ensure that all of the Association's normal and emergency operating expenses are payable. For example, this fund covers unexpected snow plowing and other items that go over budget.

A Capital Reserve fund is maintained to ensure that the Association has sufficient finances to meet future Common Element major repairs and replacement obligations, for example, the costs of replacing the streets, sewers and sidewalks. The amount of this fund and the amount to be contributed annually are based on the results of a reserve study and periodic updates prepared by a professional engineering company. A copy of this study is available to all Villa Unit Owners upon request.

Collection Policy

All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the 20th day of the month. An administrative late charge of \$25 per month shall be incurred for any late payment on any unpaid balance of the assessment. These amounts are subject to increase upon notice.

Any payments made shall be applied in the following order:

1. Interest and/or administrative late fees owed to the Association
2. Collection costs, attorney's fees incurred by the Association
3. Principal amounts owed on the account for common expenses and assessments.

Any past due assessments may cause a lien and foreclosure to be filed against any Unit. Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.

If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote and/or use any of the amenities.

Assessments

Should monthly fees collected by the Association be insufficient to meet all obligations for which those funds were to be used, the Board is required to assess the shortfall among all Villa Units.

Association Insurance

The Association will maintain insurance required by the Declaration and Bylaws including general liability, Directors and Officers liability, and property insurance for the Common Elements. Those covered by such insurance includes Board members, Committee Members, and our Property Manager. Copies of the Association's insurance policies can be obtained from the property management company for the cost of copying and postage. Only the Board may submit claims against the master insurance policy.

Villa Unit Insurance

Each Villa Unit Owner is required to maintain fire and extended coverage insurance for his/her Villa Unit and its associated Limited Common Element.

Utilities

Each Villa Unit Owner is responsible for the Villa Unit's natural gas, electric, water and sewage, telephone and cable or satellite television services.

Water and sewage service to the Community is provided by the City of Columbus Division of Water through a contract with the City of Dublin. One master meter records the total amount of water delivered to the Community, and the Association receives a bill each month that reflects this usage and associated sewage charges. Water consumption by each Villa Unit is sub-metered. A company has been retained to read these sub-meters monthly and to bill each Villa Unit reflecting its individual water usage and associated sewage charges. Water bills are payable monthly to the Association through the water sub-metering company, Spectrum Utilities. Spectrum Utilities address is PO Box 158, Baltimore, OH 43105.

Electricity and water usage associated with lighting and irrigating the Common Element is paid by the Association.

Waste Management

Any and all waste and recycle containers must be stored in the garage. Waste and recycle containers may be pulled to the curb the day prior to pickup, and should be returned to the garage for storage by the evening of the pickup day. Trash, recycling and yard wastes are collected weekly by a contractor retained by the City of Dublin. Occupants are prohibited to place trash, waste, and recycling containers at driveway entrances prior to 6:00 p.m. the evening before scheduled collections and must return them inside garages before 6 p.m. on collection day. All waste containers must be stored in the garage between collection times. Currently, trash and recycling is collected each Wednesday. However, in weeks when the Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year holidays fall on a Monday, Tuesday or Wednesday, trash and recycling will be picked up on Thursday. Yard waste is collected on Mondays.

Common and Limited Common Area

Common Element Use

The Common Elements should be used in such a manner as not to disturb others.

Limited Common Elements

Benches, patio furniture, tables, umbrellas, etc. must be placed on the patio/porch portions of these areas, and must not be placed on the grass areas for a period exceeding twenty four (24) hours. Laundry, swimsuits, towels, rugs, etc. are prohibited to be hung over patio furniture or on a porch railing or clothes line.

Villa Unit Owners are expected to demonstrate common courtesy to Occupants of nearby Villa Units relative to noise and other activities in their Limited Common Elements.

Responsibility for Damage

Villa Unit Owners are responsible for the repair of any damage to the Common Element or Limited Common Elements caused by the Villa Unit Owner, Occupants, tenants, or guests.

Exterior Standards

Any modification or alteration to the exterior of a Villa Unit or to the Villa Unit's Limited Common Elements, including patios, driveways or landscaping, except as indicated below, must have the prior written approval of the Board. To submit a request for an exterior modification, the Villa Unit Owner(s) must be current in all fees and assessments. Only Villa Unit Owners who are current in all fees and assessments may submit a request for an exterior modification.

Specific alterations or modifications to the exterior of a Villa Unit or its Limited Common Elements that require advance Board authorization include, but are not limited to: changing an exterior color to one other than those that have been previously approved, adding or changing a door or window; installing storm doors, storm windows, shutters, fences, canopies, decks, arbors or awnings; modifying the Villa Unit's porch; expanding the patio area or installing additional exterior lighting. Attaching trellises, planters or ornamental ironwork to the exterior of a Villa Unit is prohibited.

Open fires, basketball hoops, trampolines, swimming pools of any sort, swing sets, and similar recreational equipment are prohibited.

Applications that seek authorization for alterations or modifications to a Villa Unit or to a Limited Common Element must include complete specifications showing the nature, kind, shape, height, materials, color and location of the modification or alteration as well as proposed start and completion dates.

Villa Unit Owners must not sign any binding contracts or agreements for modifications or alterations or permit work to begin until after Board written approval has been received. If a project is undertaken without such prior approval and the Board does not endorse it, the Villa Unit Owner will be responsible for the cost of having the Villa Unit's exterior or Limited Common Element restored to its original state.

Approval by the Board does not in any way alter or limit the requirement that the Villa Unit Owner must adhere to all appropriate codes and regulations established by the city, county or other regulating agencies and obtain any and all permits required by law.

Exterior Colors and Materials

Villa Unit Owners do not need Board approval if painting with the same colors on the Villa Unit. If a Villa Unit Owner would like to change the exterior color or materials they must submit a request and obtain prior Board written approval. The pre-approved colors and materials are listed in the appendix of this document. Please note that any request to stain a natural wood color, such as a front door with beveled glass would need to be submitted for prior Board written approval.

Board Approval and Villa Unit Owner Compliance

Change Approval Process

To obtain Board prior written approval, the Villa Unit Owner must submit complete plans for the desired alteration or modification to the property management company. It, in turn, will work with the Association's Architectural Standards Committee and / or Landscaping and Grounds Committee to review the submitted plans and specifications and determine if they conform to established rules and standards. Included in this review may be contacts with neighboring Villa Unit Owners to determine if they support or oppose the proposed modification or alteration. Comments from neighboring Villa Unit Owners will be treated as confidential except as required in a legal proceeding and will not be included in Board minutes. Upon completion of the review, the Architectural Standards Committee or Landscaping and Grounds Committee will make a recommendation to the Board, which will then vote to approve or disapprove the proposal. The Committee review process and Board approval normally takes 30 days, but could take longer.

Reasons for the Board to disapprove a proposed modification or alteration would include, but are not limited to, the fact that the proposal would be in conflict with standards established by the Association, would interfere with Common or Limited Common Element maintenance (e.g. lawn mowing), would infringe on or be an imposition on neighboring Villa Units, or would have an appearance, e.g. color, materials, etc., that would conflict with the character of the Community.

Villa Unit Owners are responsible for all maintenance, repairs, and replacement to the modification or alteration as well as any additional maintenance or repair costs

realized by the Association as a direct result of the presence of that modification or alteration.

Villa Unit owners do not need to submit a request for approval for maintenance using approved colors and materials. The pre-approved colors and materials are listed in the appendix of this document. Please note that any request to stain a natural wood color, such as a front door with beveled glass would need to be submitted for prior written approval.

Compliance

The Property Management Company representative tours the Community (Front and Back properties) on a monthly basis to identify potential violations to the Association's established standards contained within this handbook or Bylaws and Declaration. The Board of Directors tours the Community with the Property Management Representative on a semi-annual basis. In addition, a Villa Unit Owner who believes that a Villa Unit Owner or Occupant is not complying with established rules and standards may submit a formal complaint to the property management company.

The property management company will bring any possible violations it has noted and any written complaints received from Villa Unit Owners to the attention of the Board. Following Board authorization, a letter will be sent to Villa Unit Owners that are not in compliance detailing violations and requesting that they be rectified within a reasonable time as determined by the Board. Copies of these letters will be sent to all Board members.

After correcting the violation(s), the Villa Unit Owner shall immediately notify the property management company. The property will then be inspected by the property management company to ascertain that proper standards have been met and so notify the Board.

The Villa Unit Owner has the right to (1) request a hearing, (2) seek a waiver, or (3) request additional time for correction. Should the Villa Unit Owner not exercise one of these alternatives within ten days, the Board may instruct the property management company to advise the Villa Unit Owner that if necessary corrections are not made within a specified period of time, it will (1) have the corrections made and bill the Villa Unit Owner for the cost or (2) levy an assessment or continuing assessment to encourage the Villa Unit Owner's compliance.

General Rules

The following rules and regulations provide a general overview as to what is and is not permitted in the way of modifications or alterations on exteriors of Villa Units and the associated Limited Common Elements. Villa Unit Owners should always check in advance with the property management company or the Architectural Standards or Landscaping and Grounds committees to determine if their proposals or plans fall within established norms for the Community or if they need to seek Board prior written approval.

Addresses for Garage Entrance on the Alley

The Association has approved the installation of the addresses on the alley. The approved material uses a Richmond Vertical Plaque from Whitehall Products, 4” (w) x 19” (h), cast aluminum with black background and white numbers. The Whitehall Product item number is 30007BW and the UPC is 7-19455-38872-3. It can be purchased from Roush Hardware in Dublin or online. The plaque must be located vertically on the left garage door trim board, centered and three inches below the horizontal trim board.



Commercial Vehicles

On street parking of commercial vans, trucks or other vehicles is permitted for the length of time required for repair, service or maintenance work requested by a Villa Unit Owner or the Developer to be completed. In such instances, the vehicle must be parked so that it does not impede the flow of traffic or hinder access to Villa Unit driveways and mailboxes. Commercial vehicles are prohibited from parking in areas reserved for visitor parking.

A driver must be immediately available to move the vehicle if requested. Length of commercial vehicles is limited to a “fixed box” of 30 feet.

Decorative Landscaping

Wrought iron shepherd hooks; bird feeders and bird baths made of natural or natural looking materials; statues and statuary of natural or natural looking materials no greater than 2 feet in height are permitted on patios or in mulched areas around the patio and limited to no greater than 1 foot in height in other mulched areas. They are prohibited on grass-covered Limited Common Elements.

Wind Chimes are permitted on porches or at the rear of a Villa Unit with consent of immediate neighbors.

Garage Doors

Garage doors are to be kept closed whenever the garage or driveway is unattended.

In the event a garage door is damaged, a Villa Unit Owner will have 14 days to either have the door restored to its original condition or provide the property management company with a copy of a work order showing that such repairs are scheduled.

Garage/Yard Sales

Garage and tag sales are prohibited except when approved by the Board.

Grills and Fire Pits

Fire pits, limited to one per patio and designed to contain an open fire, are permitted. The fire pit must be industry approved and not have a chimney. A permanently installed fire pit requires prior Board approval. The City of Dublin requires the use of clean seasoned hardwoods for wood-burning containers and will not approve exterior fireplaces.

Holiday and Other Decorations

A display of lights and other decorations is permitted on a Villa Unit's Limited Common Elements during the period November 20th of one year and removed by January 10 of the following year. Lights may be placed in trees and on shrubs at this time of year only, in the landscape area immediately adjacent to the Villa Unit. Lights may be hung from the gutters only during this period of time. Lights may be placed to trim the lamp post or the railings to the front door, the front door, and the garage. Lights are prohibited to be displayed on any Common Elements or to outline the rooflines of any Villa Unit, except as provided by this paragraph.

Displays or decorations on rooftops are prohibited. Blow-up decorations are prohibited. Mailboxes and black sidewalk fences are part of the Common Elements, which is the responsibility of the Association. Mailbox decorations and decorations on the black sidewalk fences may be affixed without the use of wire or metal fasteners, zip ties or other fastener which can damage the paint. The use of long-length pipe-cleaners, yarn, or soft string is required. Villa Unit Owners are responsible to repair damage to the black fences and mailboxes if approved fasteners are not used.

A non-holiday related front door hanging and/or a small seasonal or decorative welcome sign near a Villa Unit's front entrance is/are allowed, provided that no such decorative element is larger than 3 feet wide and 3 feet high. Seasonal displays must correlate to the season in which they are displayed.

The American Flag may be flown or displayed at any time following normal flag protocol. Decorative or seasonal flags that are in good condition and of an appropriate size are permitted. School and team flags, banners, etc. may be displayed on game days. Flags may not be larger than 3 feet by 5 feet. Flag holders must be affixed to wood trim, either on the front side, garage side, or on the patio side of the Villa Unit.

Hot Tub Installation

Hot Tub installations require Board of Directors written approval. Please see the Hot Tub Installation Rules in the Appendix of this handbook.

Landscaping

Prior written approval is required for the creation of permanent new flower or shrubbery beds, the extension of existing flower or shrubbery beds, or permanent modifications to existing landscaping, or the installation of trellises, large planters, or metal fences of any type (painted flat black) in a Villa Unit's Limited Common Elements. Plans and specifications detailing the proposed changes are to be submitted to the property management company.

Villa Unit Owners may plant flowers (annuals and perennials) in any of the mulched beds in the Limited Common Elements immediately adjacent to their Villa Units. Plantings around mailbox posts or Common Element trees are prohibited. Use of artificial flowers is prohibited.

Rocks or boulders may be used to accent a Villa Unit's landscaping but not to the extent that they become a dominant feature. Accent rocks are to be at least one foot in length or diameter and should be used in groupings of two or three to

anchor a landscape bed. Larger boulders may be used individually. Rocks or stones are not to be used for edging purposes in the front of the Villa Unit. Gravel is prohibited to be used as mulch or walk ways. Loose accent stones may be used to construct a stone wall between one to three feet high.

The mowing, trimming, weed control and fertilization of Limited Common Element lawns is provided by a contractor retained by the Association. However, the repair or reseeded of damaged lawns is the responsibility of Villa Unit Owners. The mulching of shrubbery and flower beds with black, shredded hardwood mulch and the maintenance of these beds and trees on Limited Common Elements is also the responsibility of Villa Unit Owners. Dead flowers, shrubs, trees or other plantings are to be removed promptly. With Board approval, the property management company will send a letter notifying Villa Unit Owners of plantings or mulched beds that become unsightly and will allow a 7 day period for correction. If appropriate action is not taken, the Board will direct the property management company to advise the Villa Unit Owner that if the problem is not corrected in a specified period of time, the property management company will correct the problem and associated costs will be assessed to the Villa Unit Owner. Planters, standing flower pots, and flower boxes are permitted on porches, driveways and patios or mulched beds at the rear of the Villa Units. These must be made of wrought iron, natural materials or have the appearance of natural materials. Such planters and flower pots are prohibited in the grassy areas of Limited Common Elements.

Hanging flower pots or containers are permitted on porches during growing seasons, but must be removed when the season ends.

Security and landscape lighting is permitted with prior Board written approval. Motion detector or manual flood lights are prohibited. Landscape light fixtures can be no taller than 24 inches and must be of sufficiently low intensity so as not to disturb nearby neighbors. Villa Unit Owners accept all responsibility for installation, maintenance, repair, and replacement of such fixtures as well as any damage to them that might occur during the normal course of property maintenance such as lawn mowing. Security cameras must be low profile, attached to the Villa Unit and installed in a manner insuring the privacy of the adjoining properties.

Personal hoses and hose reels are to be stored in garages, at the rear of the Villa Unit, or in a location that is not visible from the street.

Landscaping Install

To maintain a uniform appearance throughout the Community, each Villa Unit shall be appropriately landscaped before it is occupied. If the season is inappropriate for planting, then at first opportunity, such landscaping must be installed. Have a conversation with your builder and/or your landscaper.

Each Villa Unit must have a minimum streetscape, including, street tree (type designated by Community plan), and a hedgerow or fence, depending on the appropriate match for the Villa Unit.

Utility junction boxes (large green metal boxes or beige metal canisters) may be screened using a minimum 24 inch evergreen material. Upon completion of the screening, the plants should be kept trimmed and allow utility workers sufficient room for access and work space. All meters attached to Villa Units also must be screened.

All alley lots must have a perimeter of emerald green multi-stem arborvitae (or other approved variety as determined by the Board) a minimum of 6 feet in height and be planted close enough at install to shield view of the backyard. The arborvitae are not required on both sides of the driveway in order to permit the Villa Owner an area to deposit snow.

Each Villa Unit must have a mulched and planted landscape bed that stretches completely across the front of the Villa Unit.

Size of the landscape material should suit the frontage of the lot.

The shrubs immediately adjacent to the street sidewalk shall be a maximum of 30 inches tall.

Trees, ornamental or shade, are prohibited to be placed so close to a Villa Unit so that it may cause damage to any Villa Unit.

All front landscape beds must contain an appropriate mix of plant material in sizes appropriate to adequately fill the landscape beds.

All mulch used must be of the black, hardwood mulch variety.

All Villa Units with a driveway off of a main street must have a tumbled brick paver drive which conforms to the appearance of original Villa Unit driveways.

Any Villa Unit with a driveway off of an alley is not required to install a paver driveway, but rather may install an asphalt driveway. Stone, concrete, gravel or dirt driveways are prohibited.

Outdoor Water Features

Backyard ponds, water gardens, water falls, or other water features are not permitted to be installed or placed within the common elements or limited common elements.

One portable decorative fountain, not to exceed a diameter of 3ft and not to exceed a height of 5ft is permitted to be placed within the Villa Unit's limited common element provided that it comply with all of the following requirements:

- The portable, decorative fountain must not be attached or otherwise affixed to the Villa's Unit structure,
- The Villas Unit Owner must maintain the portable, decorative fountain in good operating condition,
- The portable, decorative fountain will only be placed in the limited common element beside or behind the Villa Unit, and in no circumstance will the portable, decorative fountain be placed in the front of the Villa Unit facing the main street, and
- The portable, decorative fountain will not be placed in common elements or other areas that interferes with the common elements or the Association's landscape and maintenance responsibilities.

Leasing of Villa Unit

Villa Unit Owners may lease their Villa Units to other parties, provided that at no-time shall non-owner occupied Villa Units constitute more than 25% of the total number of Villa Units.

The number of Occupants in a leased Villa Unit shall be limited to that permitted by local housing, health and other governing regulations. A leased Villa Unit shall be used only as a residence for individuals living as a single household and may not be used as a group home, commercial foster home, etc.

The Board has established the following rules regarding leasing:

1. Every lease and renewal lease covering a Villa Unit shall be in writing signed by the parties; it shall contain all provisions required by the rules and regulations and shall not be for a period of less than one year.

2. Villa Unit Owners are responsible for the actions of any tenants, tenant's guests, or their agents, and for their compliance with the Declaration, Bylaws, and rules and regulations.
3. The Villa Unit Owner's account is the only account recognized by the Board and the Villa Unit Owner is responsible for all assessments to that account including assessments for any tenant violation of rules and regulations.
4. A copy of the tenant's lease is to be provided to the property management company by the Villa Unit Owner, along with a signed acknowledgement from the tenant that he/she has a copy of this rules and regulations handbook.
5. Villa Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and to convey that information to the Board on a timely basis so that action can be taken, if necessary, by the Board or the property management company.
6. A tenant is to refer all requests, needs or inquiries to their respective Villa Unit Owner or agent except in the case of an emergency.

Pets

Villa Unit Owners are responsible for keeping pets on a hand-held leash whenever they are outside. Even if very docile, the pet can represent a threat or an annoyance to a fellow Occupant.

Only animals which are traditional household pets are permitted, and each Villa Unit is limited to a total of 3 pets. The breeding or maintaining of animals for commercial purposes is prohibited.

Animal houses or pens are prohibited in the Common and Limited Common Elements, which include patios and porches. Tethering an unattended pet in Common Elements or Limited Common Elements or installing an invisible fence is prohibited.

Costs of repairing any damage done to the Common Elements or to Limited Common Elements, due to pets digging or urination in the same spot, will be assessed to the Villa Unit responsible for that animal. In addition, for violation of these policies, pet owners will be assessed at the rate of \$25 per offense after the first warning notice.

Parking

The streets are narrow and cars parked on the streets make them difficult to navigate. For this reason, an Occupant's personal vehicles must be parked in the Villa Unit's garage or, if garage space is not available, on the Villa Unit's driveway. Parking personal vehicles on the street or in the special visitor parking areas is prohibited and violators may be subject to an enforcement assessment. Currently, this enforcement assessment is \$25 per day.

Guests of Occupants must park either in the Occupant's driveway or in one of the special visitor parking areas located throughout the Community. They may park on the street only when there is no other alternative and then only for a period not to exceed 24 hours without prior Board written approval.

If temporary parking on a street is necessary, a vehicle is to be parked in such a manner that it does not block a street; create a narrow passageway that restricts the flow of traffic, particularly emergency vehicles; hinder ingress or egress to any Villa Unit Owner's driveway or garage; or block access to a mail box thereby resulting in mail not being delivered.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than 1¾ ton pickups), campers, travel trailers, etc. may be parked in a Villa Unit's driveway for a period not to exceed 24 hours without advance written approval of the Board.

Major vehicular repairs are prohibited on Common or Limited Common Elements. Inoperable vehicles are to be parked only in a Villa Unit's garage except those needing short-term emergency service (changing a flat tire, battery jump, etc.). During such emergency repairs, Occupants and their guests will make every effort to protect the Common or Limited Common Element pavements from damage, e.g. using wood to distribute jack pressure. Villa Unit Owners are responsible for any damage that does occur.

Porch and Porch Furniture

To be classified as a porch, an area must be accessible through a doorway from the Villa Unit or walking path from outside the Unit. Unless it complies with this definition, furniture or planters cannot be placed on it. A second-story balcony that does not have entry through a doorway is considered a roof and not a porch.

Porch furniture shall be limited to wood, wicker, wrought iron or similar materials. Upholstered furniture is not acceptable.

Sale of Villa Unit and Moving

When a Villa Unit is to be sold, the property management company is promptly notified as to the name of the new Villa Unit Owner and the date for closing. Before moving, it is the current Villa Unit Owner's responsibility to assure that all Association dues and fees, including any transfer fee that is payable to the property management company at the time of closing, are paid in full.

Moving vans can be a "fixed box" of thirty feet, tractor-trailer Units using 26-foot trailers or what are known as "pup" trailers. (The latter are pulled over-the-road in tandem). All other moving vans, in excess of the above, are prohibited. Any special needs must be arranged through the property management company.

On the day of the move, care should be taken to assure moving vans or other vehicles do not interfere with the normal flow of traffic in the area. Storage pods are permitted during a move, but may be stored on the Condominium Property for no more than 72 hours.

Satellite Dishes

Satellite dishes are permissible; however, a Villa Unit Owner desiring to install such a device must first submit notification to the property management company. A notification form is included in the appendix of this handbook.

Dishes shall be the smallest size available and placed in a non-obtrusive location. The Board reserves the right to require the Villa Unit Owner to paint the dish a color that will blend with its surroundings and/or install a reasonable landscape shield.

Installation must conform to all applicable building codes and manufacturer's specifications.

Dish maintenance and repair are the responsibility of the Villa Unit Owner. The Villa Unit Owner is also responsible for the repair of any damage to the Villa Unit or to Common or Limited Common Elements resulting from the dish installation process, including any existing landscaping, public improvements, utilities, etc., and for any damage resulting from the dish's removal.

Signs

Security system signs may be placed in mulched areas near a Villa Unit's front and/or rear entrances, and a security system decal may be placed in a window.

One professionally prepared, unlit “For Sale” or “For Lease” sign not larger than nine square feet in size may be placed in the front and rear yard of a Villa Unit. Signs providing directions to an “Open House” are permitted on the day of the event.

Other signs or posters are prohibited in the Villas Common or Limited Common Elements.

Snow and Ice

A contractor, engaged by the Association, will reasonably remove snow from the Community streets, entrances to driveways, sidewalks that parallel the street and walks between the sidewalks and the street. Occupants are responsible for the removal of snow from their driveways and any walks to the entrance of their Villa Unit.

Sand or kitty litter are recommended alternatives to the use of salt or calcium chloride based de-icing agents on concrete porches, front side walks, slate steps and walks, patios and driveways since the latter substances, over the years, may cause the surfaces to deteriorate. Villa Owners who use, or permit the use, of substances that cause deterioration will be required to repair the surfaces within a time frame set by the Board.

Window Coverings

A Villa Unit Owner shall not permit anything to be hung or displayed on the inside or outside of a Villa Unit’s windows except for inoffensive, neutral shade drapes, curtains or louvered blinds. Flowered or colored drapes must be lined so as to present a neutral shade to outside viewers.

Enforcement Procedure

Owners are responsible for any violation of the Declaration, Bylaws or Rules ("Governing Documents") by the owner, guests, or the occupants, including tenants, of his/her home. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible owner.

All costs for extra cleaning and/or repairs to the common elements or other property stemming from any violation will be charged to the responsible owner's account.

In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

Prior to the imposition of a charge for damages to the common elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
2. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the property manager not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the property manager will provide the homeowner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and

- b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any charge for damages enforcement assessment imposed within 30 calendar days of the hearing.
3. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than ten days.

Appendix

APPROVED EXTERIOR COLORS AND MATERIALS

Some of the color names (below) have been changed by the paint manufacturers. Creative Paints will help you match the exterior colors on your unit. Provide Creative Paints with your lot number (BPXX), they may be able to find the colors on your Villa Unit. Changing exterior colors of your unit requires prior Board approval.

Colors and Materials

Front Door Colors*

Sherwin Williams

1. Rookwood Shutter Green
2. Rookwood Red
3. Downing Slate
4. Polished Mahogany
5. Sage
6. Black

Exterior Trim Colors*

Olympic Solid Stain

1. Navajo White
2. Sandstone
3. Monterey Gray

Sherwin Williams

1. Creamy White, #2445

Stucco

Parex Stucco (DPR Standard Finish) Exterior Walls

Texture 535 Sand Coarse

1. 10407 Almond
2. 10402 Limestone

(Match Reitter color River Sand 2014)

EIFS Decorative Features (window sills)

Texture 533 Sand Stone

1. 10444 Ivory

Roofing Shingles

CertainTeed Landmark 30 year

1. Georgetown Gray

Paver Brick Driveways/Walks

Color: Flagstone Blend & Solid Gray

Shape: Washington

Handrails/Lamp Posts

Color: Flat Black

*Creative Paints also has the colors used in your Unit under the code “BPXX” where “XX” is the two digit number of your Villa Unit (numbers 01 through 99).

The Villas at Ballantrae Condominium Association

Exterior Modification Application

Name: _____ Date Submitted: _____

Villa Unit Address: _____ Telephone: _____

Modification Issue: Landscape _____ Deck _____ Patio _____

Other Structure (provide details) _____

Description of Modification:

Draw or attach a plot plan showing the exact location with respect to the Villa Unit.

The Villa Unit Owner(s) or their designees (contractor) must comply with the following:

- 1.) The specifications submitted and as approved by the Board of Directors
- 2.) Repair of any damage to the Common Elements or other Villa Units

Applicant Signature

Return to:

Capital Property Solutions, P.O. Box 630, Worthington, OH 43085

Email: Arnold Barzak at abarzak@cpscolumbus.com

Fax: 614-443-3798

The Villas at Ballantrae Condominium Association

Satellite Dish Notification Form

Name: _____ Date Submitted: _____

Villa Unit Address: _____ Telephone: _____

Description of Location:

Draw or attach a plot plan showing the exact location with respect to the Villa Unit.

The Villa Unit Owner(s) or their designees (contractor) must comply with the following:

- 1.) Repair of any damage to the Common Element or other Villa Unit

Applicant Signature

Return to:

Capital Property Solutions, P.O. Box 630, Worthington, OH 43085

Email: Arnold Barzak at abarzak@cpscolumbus.com

Fax: 614-443-3798

RECORD REQUEST POLICY

1. RECORDS AVAILABLE FOR INSPECTION

- A. The Association's Board may withhold from inspection any records that in its reasonable business judgment would:
- i. Constitute an unwarranted invasion of privacy;
 - ii. Constitute privileged information under the attorney-client privilege;
 - iii. Involve pending or anticipated litigation or contract negotiations; and/or
 - iv. Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee.
 - v. Information that pertains to contracts or transactions currently under negotiation or information that is contained in a contractor other agreement containing confidentiality requirements and that is subject to those requirements;
 - vi. Information that relates to the enforcement of the Declaration, Bylaws, or rules against other Villa Unit Owners or that would constitute and unwarranted invasion of privacy of any other owner; and,
 - vii. Matters or issues the disclosure of which is prohibited by State or Federal law.

2. ALL REQUESTS FOR RECORDS MUST BE IN WRITING

- A. A Villa Unit Owner who wants to inspect or copy the Association's records must submit a written request to the Board or Manager. The request must specify the particular record(s) desired, including pertinent time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested.

3. ONLY VILLA OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT

- A. Every Villa Unit Owner shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy.

- B. A Villa Unit Owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Villa Unit Owner's behalf.

4. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

- A. All inspections shall take place at the Association's office or at such other location as the Board designates. No Villa Unit Owner shall remove original records from the location where the inspection is taking place.
- B. The Association shall make records available for inspection on or before the 5th business day after the Association actually receives the written inspection request. This time frame may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify the Villa Unit Owner (by telephone, in person, by email, or in writing) that the records are available, and specify the time, date, and place for the inspection.
- C. No owner shall alter Association records in any manner.
- D. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that one staff person.
- E. During an inspection, the owner may designate for copying such records by use of a tab, clip, or Post-It note upon the page(s) desired.
- F. Villa Unit Owners shall not exercise their inspection or copying rights to harass any other Villa Unit Owner or occupant, Board member, its managing agent, officer, director, or employee.

5. CHARGES FOR COPIES/INSPECTION

- A. Upon written request, owners shall be provided meeting minutes at no charge.

- B. Other than meeting minutes, the Villa Unit Owner must pay 18¢ per page for copying regular or legal sized records.
- C. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The Villa Unit Owner must pay \$75 per hour in quarter hour increments for staff attendance at the records inspection.
- D. The Villa Unit Owner must pay the costs of copying and/or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

HOT TUB INSTALLATION RULES

1. All Board required safety features, precautions, and environmental protections must be in place, in working order, followed, and adhered to at all times. All safety features, including locking of the cover and lockout of control panels must be used when the hot tub is not in use.
2. The hot tub is required to be protected by a barrier acceptable to the Board, and the unit owner must be required to maintain his/her barrier in good and proper manner.
3. The hot tub, if installed on a patio, must be installed so that the top of the hot tub is no higher than the height of the patio rail/barrier.
4. Hot tub cover must be black or brown in color.
5. Noise, whether from the hot tub itself and/or the occupants of the hot tub, must not cause disturbance to fellow residents. Complaints concerning any excessive noise may result in the removal of the hot tub.
6. The hot tub must be maintained, repaired and replaced solely by the unit owner. The unit owner is responsible for any and all damage caused, related to or arising from the use of or maintenance of the hot tub. As part of the Board's consent to permit the hot tub, the unit owner must sign a release relieving the Association of all responsibility.
7. The unit owner must maintain at least \$2,000,000.00 in liability insurance with and provide written verification of continued insurance coverage whenever the Board requests.
8. The unit owner is responsible for any cost that may be incurred to remove or relocate the hot tub as may be necessary for the Association to make any repairs on the condominium property for which it is responsible.
9. Upon the sale of the unit, the unit owner must remove the hot tub and all appurtenant facilities and restore the patio area to its original condition unless written permission from the Board is obtained otherwise.
10. Failure to comply with any of the above conditions or any other Declaration, Bylaws, or rule provisions or restrictions may result in the revocation of the Board's consent to install and a requirement for the removal of the hot tub.