

WELCOME TO THE VILLAGE AT LEHNER WOODS!

We hope that you find your condominium lifestyle to be satisfying and rewarding. Towne Property 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.

Phone: 614-781-0055

Property Managers:

- Assistant Property Manager: Kathy Lieb: KathyLieb@towneproperties.com
- Property Manager: 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 condominium or garage, such as landscaping, painting, storm door, patio extensions require approval from the Association. Direct all questions to the Property Manager.

Website: [Home - Village at Lehner Woods](#)

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

Sincerely,
Towne Properties

Revision #	Revision Date	Change Description
1.0	12/11/23	Formatting change, revision sheet added to track future changes, updated handbook to include alley speed limit and policy.
1.1	12/20/23	Updated landscaping section under highlights.
1.2	1/2/24	Per attorney review: Updated the language in some sections and updated appendixes
2.0	4/30/25	Updates include correcting format errors, updated patio covering rule, and changed Assistant Property Manager

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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 Properties.

Any changes affecting the exterior of your Unit must first be approved by the Condominium Association. This is done by completing an Architectural Control Request Form and submitting all plans, pictures, survey (where applicable) and drawings to the Condominium Association via Towne Properties. Your application review and “approval” must be returned to you before any work can begin.

Condominium Association Fees

Your Condominium Association fees are due on the first day of each month. Fees received on the 10th day of the month must include a \$20.00 late charge. Every bill from the cycle missed will incur additional \$20 late fees.

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. In the event that the account is not brought current in a timely manner, the Condominium Association may also pursue foreclosure. Please see the Resolution Adopting Collection Policy attached hereto as Appendix D.

In the event that a Unit Owner becomes delinquent, any legal costs 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 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 the Village at Lehner Woods Condominium Association. The alleys should be used to enter/exit the resident’s garage. The alleys were not designed to be used as thruways.

Landscaping

The Condominium Association maintains landscaping within the Common Elements of the community. This includes such services as mowing, lawn fertilization, mulching, pruning, edging, weed control, and leaf removal in the Common Elements. The Condominium Association shall mow, edge, and fertilize each Limited Common Area Lawn as well as mulch front landscape beds. It shall be the responsibility of the unit owner to maintain all landscape beds within the Limited Common Areas.

Fall Clean-Up & Leaf Clean Up

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

Snow Removal

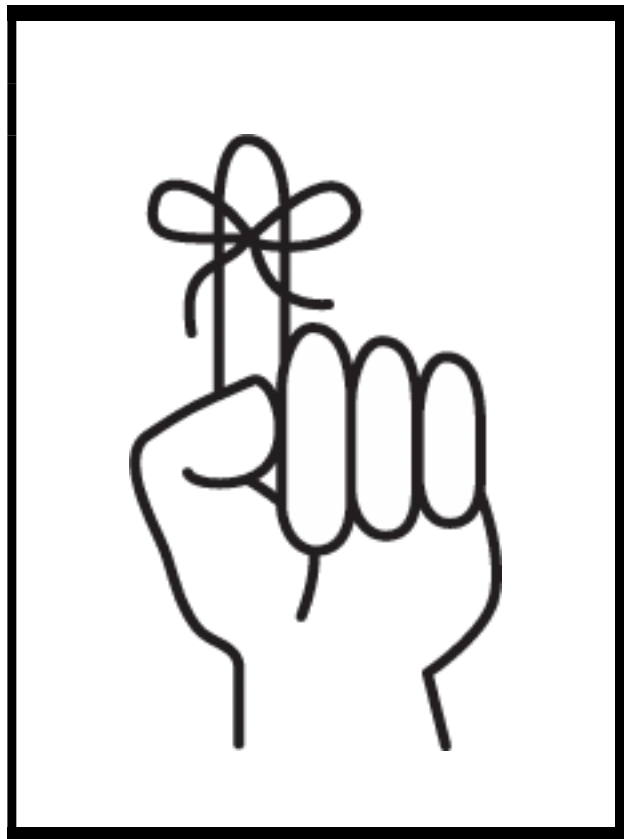
In upholding our obligations to create a desirable community, the Association provides street and main sidewalk snow removal when snowfall exceeds 2 inches. Treatment for icy conditions will be at the discretion of the Board of Directors. For your safety and that of your neighbors, each Homeowner is responsible for the snow removal in front of and to the side of their garage, the parking pad, and the sidewalks within their Limited Common Elements. The individual sidewalks and 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/have been applied.

Village at Lehner Woods Handbook

Revised 04/30/2025



Do not 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. Appendices have been included which outline the procedures for requesting approval to make architectural changes and to file complaints. Other appendices include the Restrictions contained in the Declaration of Condominium, the specifications for patios, and definitions of terms used in the Rules.
- 1.2. **AUTHORITY** - All Rules and Regulations are under the express authority granted in the Declaration of Condominium, Article III, Section (q), Rules and Regulations “. . . to promote harmony, to serve the best interests of the Unit Owners, as a whole, and to protect and preserve the nature of the Condominium and the Condominium Property.”
- 1.3. **ENFORCEABILITY** - The Declaration of Condominium mandates that the Board of Directors enforce the covenants and restrictions contained in the Declaration of Condominium, authorizes enforcement of the Rules and Regulations promulgated by the Board, and provides a variety of sanctions including the assessment of fines, enforcement, and legal costs. Please see the Lien and Fine Policy attached hereto as Appendix E.
- 1.4. **APPLICABILITY** - These Rules supersede all previously promulgated Rules.
- 1.5. **RELATIONSHIP TO DECLARATION AND OHIO LAW** - These Rules and Regulations expand on some general covenants and restrictions contained in the Declaration of Condominium and Ohio Law. Ohio Law, the Declaration of Condominium, and the Rules and Regulations are all applicable, and controlling in that respective order.

2. THE TRAFFIC AND PARKING REGULATIONS

- 2.1. **STREET AND ALLEY PARKING**
 - A. The street speed limit is 15 M.P.H.
 - B. The alley speed limit is 10 M.P.H.
 - C. For the safety of residents, the alleys are not to be used as streets. Residents should enter and exit that alley use 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), or designated parking spaces on the side of the street opposite the fire hydrants.
- 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, no 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 Element. For non-social purposes, a trailer, camper, boat, or other vehicle are authorized for the purpose of loading and unloading for a limited period of time.
- 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 area or common area 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. In such a manner as to leave less than 10 feet of the width of such surfaces for the free movement of other vehicular traffic.
- K. In any other direction than the direction of travel on that side of Street in which the Vehicle is parked.

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 wholly 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, damage or other cause.
 - C. Is unreasonably unsightly by reason of rust, damage, or other cause.
- 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, that 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. **LIMOSINES** - Due to the nature and intent of the parking design of the Village at Lehner Woods; 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: 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 contained on a leash and attached to the owner. No pet may be tied/tethered outside of the home unless the owner is present.
- B. Pet waste must be picked up immediately, during a walk in limited common or common areas. 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 well-being of the community, the Board has the right to order the animal be permanently removed from the community at its sole discretion. If the unit owner does not remove the animal as requested, a special unit assessment will be sought per procedure contained herein. If pets become a nuisance due to the owner's/resident's failure to control the pet, the pet may be ejected at the sole discretion of the Board. Any cost of repairing damage done to Association property by your 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. The action or behavior of any pet is the sole responsibility of the owner/resident. The Association disclaims any animal in the community.

3.2. TRASH DISPOSAL

- A. IMPROPER DISPOSAL - No Unit, garage, porch, patio, driveway, 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. 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 the 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 the day of pick up. Any trash left on the ground after pick-up is the owner's responsibility to clean up.
- C. STORAGE OF CONTAINERS - All trash containers for trash are to be located and maintained within the garage of each home. No trash container may be stored on the front porch, patio, or parking pad. No trash containers may be stored in Common Elements or Limited Common Elements.
- D. If you are out of town, you should plan for a neighbor or friend 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, or
 - 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 rental agreements shall incorporate the Rules and Regulations of the Village at Lehner Woods Condominium Association.
 - 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 omitting rental price, 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.
- 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.
- 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 and facilities, including the Limited Common Elements and facilities. The Common Elements and facilities, Limited Common Elements, and facilities, 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, in writing, of the sale and provide the following information:
- A. Upon sale of home, the owner must notify Towne Properties with the new Unit Owner name(s), address, business and home telephone numbers, closing date, address to which Unit Owner wishes notices be sent and all dues are paid current.
 - B. 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). Owner should transfer all keys, Community Guidelines and Declaration to the new owner.

4. **ARCHITECTURAL CONTROL**

- 4.1. **PRIOR WRITTEN APPROVAL REQUIRED** – Every proposed structural change to the exterior of your home, including the garage, must be reviewed, and approved by the Association in writing before work begins. After completing an application for exterior improvement and submitting all plans, pictures, survey (if applicable) and drawings to Towne Properties. the Board will review your

proposed changes. 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.

- 4.2. **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 will approve a replacement color and/or type.
- 4.3. **FOR SALE, POLITICAL, CONTRACTOR 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 landscape in front of the unit 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. Contractor signs may be placed in the mulched landscape in front of the unit for no longer than 30 days. Political signs may be placed only in the homeowner's mulched area and must be removed when elections are completed. **No signs are allowed in any grassy areas of the Common and Limited Common areas.**
- 4.4. **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. Exterior color changes made to any outside door, window trim, porch railing, and garage door, porch, or porch steps.
 - B. The use of any colors other than the original color of the door and shutters must be approved by the board. (However, protection may be used by means of clear, colorless waterproofing material.)
 - C. **Front exterior door replacement requires prior Board approval. Doors are limited to solid doors or a solid door with glass insert in top quarter.**
 - D. Bed edging made of natural materials is permitted with prior Board approval. Front bed edging cannot exceed the top of the porch concrete slab in height. Only with prior Board of Directors approval, loose aggregate materials are permitted to be used in the back of units but must have a border to separate from grass. If aggregate materials are approved by the Board of Directors, it will be the responsibility of the homeowner for any damage that may occur when contractors are mowing.
 - E. Radio towers.
 - F. Replacement of the roofing material, siding, windows, trim and doors when and if required, must be with material of a similar color, texture and style as the material being repaired or replaced to maintain compatibility throughout the community unless otherwise approved by the Board. **Work may commence only after written approval is received from the Board or its authorized agent.**

- G. 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. Written request for permission to expand patios must be submitted to the Board for review and approval, and must include a survey depicting the location of the patio expansion, 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 or its authorized agent.**
 - H. Patio Covering – With prior written approval from the Board of Directors, Retractable Awnings and Pergolas are authorized with filing proper forms and an affidavit. The policy and request forms are located on the website [Home - Village at Lehner Woods](#) or contacting Towne Properties. **Work may commence only after written approval is received from the Board or its authorized agent.**
 - I. 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.
 - J. All front facing window coverings must be neutral in color on the exterior side. No sheets, paper, etc., may be used as window coverings.
 - K. Decks of any type are prohibited. Patio extensions need to be pre-approved by the Board of Directors.
 - L. No hot tub, sauna, in-ground or above ground pool shall be permitted in any Limited Common Element.
 - M. 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 on side trim and not the siding itself
 - N. Storage sheds, carports, and other auxiliary structures, including doghouses, are prohibited.
- 4.5. **APPROVED CHANGES** - All exterior changes, except as otherwise provided for in your resident manual, are subject to review and approval by the Board.
- 4.6. **TIME LIMIT** - All improvements must be completed within 60 days of initial approval unless written approval is given by the board to extend the completion date.
- 4.7. **CLEAN-UP** – For safety and appearance, the work area must be cleaned up at the end of each day. This includes roofing and landscaping materials.
- 4.8. **LANDSCAPE LIGHTING** - The installation of low voltage lights in the front of the unit must be contained within the mulch bed.
- 4.9. **STORM AND SCREEN COMBINATION DOORS** – Full view storm doors, white in color, are the approved front & back storm doors. An owner must apply for exterior improvement prior to installation. Failure to follow guidelines can result in required removal of door at 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).

4.10. **EXTERIOR DECORATIONS** - All exterior decorations must be removed within 2 weeks following the holiday except for December holiday decorations, which must be removed by January 31st. The Board of Directors must be contacted for an extension and provide written approval.

4.11. **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 your front porch and back of garage. All flowers must be removed when they are dead. Maintenance of flowers and flowerbeds are the responsibility of the Homeowner, including keeping the beds free of weeds. Flowers may be planted only in the mulch beds in your limited common area. Grounds crew will remove any plants not planted in mulch beds, and the Associations' cost of removal/disposal will be assessed to the Homeowner.

B. **FLAG POLES AND FLAGS** - The placement of a flag pole upon or within the limited common elements of a Unit owner or the immediate exterior area of the building adjacent to where the Unit is located to be used for the purpose of displaying the flag of the United States, the flag of Ohio, the national league of families POW/MIA flag or service flags is permitted provided the flag and flag pole shall be of an 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.

C. **LAWN ORNAMENT (INCLUDING GARDEN FLAGS)** – A maximum of 5 lawn ornaments are permitted in front mulched beds or other Limited Common Elements and will be enforced at the discretion of the Board of Directors.

D. **FENCING** - Fencing of any type in the Limited Common area is prohibited.

E. **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 groundskeeping crew. Mature Landscape Elements must be pre-approved. At the Condominium Association's request, any additional planting shall be removed, and the Common Element restored to the original condition prior to the planting at the expense of the Unit Owner. All dead plantings must be removed.

F. **TREES AND SHRUBS (LIMITED COMMON AREA)** – The tree in front of each unit is the responsibility of the Homeowner. Removal of the tree and replacement require prior approval from the Board of Directors. Any shrubs or additional trees planted in the Limited Common Area surrounding the unit are the responsibility of the homeowner. This includes any trimming to keep the shrubs neat. Refer to Appendix G for the Tree Removal and Replacement Policy.

G. **TREES AND SHRUBS (COMMON AREA)** - Any shrubs, herbs, or trees,

etc., planted in Common Elements must be preapproved by the Board of Directors.

- H. **VEGETABLES** - Vegetable gardens or sunflowers may be planted on the side or rear of home only and must not extend more than 2 feet from the home or back of garage.
 - I. **BIRD HOUSES** - Birdhouses, bird feeders and birdbaths must be confined to the Limited Common Element of each Unit Owner. If these items create a nuisance or damage to the Limited Common Elements, they must be removed.
 - J. **BORDERS AND EDGING** - Bed edging must be pre-approved by Board before installation.
 - K. **BEDS CONTIGUOUS TO LIMITED COMMON ELEMENTS** - Flowerbeds or plantings are not to be planted or located anywhere along the outside edge of patios if it infringes upon the Common Element.
 - L. **FLOWER BOXES** - Flower boxes mounted on porch railings are permitted. Flower boxes must be kept free of debris and dead planting; otherwise, they must be removed. Flower boxes are not to be attached to the siding, trim or window trim.
 - M. **FALL CLEAN UP** - The contents of any flower beds planted by Unit Owners or residents must be removed by November 30th of each year.
 - N. **VINES** - Clinging vines, such as clematis or ivy must be on a trellis and are not to climb on the building. Plantings must not exceed porch roof height.
- 4.12. **CHIMENEAS** - All fire pit type devices must be self-contained and not infringe upon Common Elements. No burning of any type will be allowed outside of contained devices. Burning is limited to wood and charcoal.
- 4.13. **FRONT PORCHES**
- A. Porch swings may be installed with prior written Board approval on front porches.
 - B. Hammocks are not permitted on front porches.
 - C. Indoor/outdoor carpet is not permitted on front porches.
 - D. Wind chimes are permitted.
 - E. Flowerpots are permitted. Dead flowers need to be removed, and seasonal flowerpots must be stored by December 1st of each year.
 - F. Painting of concrete front porches is not permitted.
 - G. Grills of any type are not permitted on front porches. Please store your cooled grill behind your unit or within your garage.
 - H. Storage of personal property is not permitted on front porches or in the yard area.
 - I. Window air conditioners are not permitted on the porch or the front of the home. Window air conditioners are permitted on side and rear of home only.
- 4.14. **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, small plastic slides etc. are permitted to be used in the Limited Common Elements but when they are not in use such items must be stored inside the home or garage.
 - C. **BICYCLES** - Bicycles may not be stored on porches or patios.
 - D. **STRUCTURES** - No structures such as large playhouses, dog houses, or storage sheds shall be located on any part of the Village at Lehner Woods Property, Common or Limited Common Elements.
 - E. **DAMAGES TO TURF** - Owners will be held responsible for repairing the damage.
- 4.15. **HOLIDAY LIGHTS AND DECORATIONS** – 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 and must be removed by January 31st of the following year.
- 4.16. **ALL OTHER HOLIDAY DECORATIONS** – Permitted in the front landscaping of the unit. They may not be displayed more than three weeks before or two weeks after the holiday.
5. **DISTRIBUTION OF RULES** - A copy of these Rules shall be distributed to all Unit Owners. Unit Owners are responsible for distributing the Rules to their tenants (section 3.3).
6. **ENFORCEMENT**
- 6.1. **FINES** – It shall be the policy of the Village at Lehner Woods Condominium Association to levy fines on Unit Owners who violate (or whose invitees or tenants violate) any section of the Declarations, By-Laws, or Rules consistent with the Lien and Fine Policy attached hereto as Exhibit E.
 - 6.2. **PROMPT PAYMENT** – When levied by the Condominium Association, a fine shall, automatically and without additional notice, constitute a personal obligation of the person against whom it was levied to promptly pay the amount of such fine to the Association.
 - 6.3. **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 Unit Owner must pay to have the vehicle released. If the vehicle is immobilized the Vehicle Unit Owner must pay a \$40.00 release fee to have the Vehicle released by the Association.
 - 6.4. **REQUEST FOR COMPLIANCE** – The Condominium Association shall, except in cases of emergency or recurrent violations, notify any Unit Owner of any violation which may result in sanctions against them, and request voluntary compliance before enforcing compliance. See Lien and Fine Policy, Exhibit H.
 - 6.5. **NO VOLUNTARY COMPLIANCE** – If a Unit Owner does not comply with the Rules upon request, then the Condominium Association may pursue any and all remedies available to it, including but not limited to fines, litigation, arbitration, and self-help. All enforcement costs shall be assessed to the Unit Owner, pursuant to the Declaration of Condominium and Ohio Law
 - 6.6. **VIOLATION REPORTING COMPLIANT REGISTRATION** – All violation reports or complaints regarding other residents must be made in writing to the management company.

APPENDIX A
EXCERPTS FROM THE DECLARATION OF CONDOMINIUM

ARTICLE III

PURPOSES, RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and Common Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes. This section is included for the benefit of The Village at Lehner Woods Condominium Association and Residents in maintaining a high-quality community. An Appendix of definitions of terms can be found at the end of this document as a source of reference.

Section 2. Enforcement – The enforcement of the Condominium Association's Community Guidelines and of the Covenants and Bylaws of the Condominium Association, other than with respect to assessment collection, shall be pursuant to the following, provided that nothing contained herein shall limit any remedy of the Association or any member may have under law or pursuant to the provisions of those documents.

- (a) Allegations – An allegation of an infraction of the Covenants, Bylaws and Rules and Regulations shall be handled in the following manner: 1). Discuss the problem with the other Homeowner/Tenant who is involved, so as to come to agreeable solution. 2). Discuss an unresolved problem with the Manager or the Manager's designee to seek a resolution. 3). File a written statement/report with the Board of Directors by (a) mailing it to Towne Properties. or (b) delivering it to a member of the Board.
- b) Reconciliation – Upon receipt of the violation notification, the Board President or designee shall approach both parties and attempt to reconcile the alleged infraction. If practicable, attempted reconciliation shall take place with ten (10) days of the date of receipt of the violation notification.
- c) Reason For and Date of Hearing – If reconciliation is not successful, the Board President or designee shall notify all parties concerned with the date, time and place for a hearing before the board, or it's designee, and the reasons therefore. Such hearings shall be held no later than fifteen (15) days after reconciliation attempt.
- a) The Board President or designee shall convene the hearing.
- b) The alleged violator shall be given the opportunity to reply to the violation notification.
- c) At such hearing all parties shall be entitled to present evidence or testimony that is relevant to the allegation. It shall be the function of the President or designee to determine relevance.
- d) All parties shall have the absolute right to cross-examine witnesses and offer rebuttal evidence.
- e) The Board may direct pertinent questions toward any of the parties concerned.
- f) Each party concerned shall be allowed to make a brief, pertinent, final statement before the Board votes on the allegations in the report.

- g) The presiding Board may limit the time allowed for speakers.
- h) Disqualification - Any member of the Board shall disqualify himself or herself in the event of conflict of interest.
- I) Extension of Hearing – The Board not to exceed ten (10) additional days, if adequately justified by either concerned party may grant one postponement.

on, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to Residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes, provided, that Declarant may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a two year period of time from the time of the closing of the first sale of a Unit in the property so added; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

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

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

(d) Visible Elements. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio, porch or balcony, unless authorized by the Board.

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

(f) Vehicles. The Board may promulgate Rules and Regulations restricting or prohibiting the parking of automobiles, buses, inoperable Vehicles, trucks, trailers, boats and recreational Vehicles on the Common Elements, or parts thereof, and may enforce such Regulations or restrictions by levying enforcement charges, having such Vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service, food and beverages, maid service, the furnishing of blankets and linen, busboy service, and similar services, or (ii) rental to roomers or Boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the Rules and Regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful Rules and Regulations shall be a default under the lease. Prior to commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board;

(b) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (c) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by the Declarant during the initial sale and rental of Units.

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

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

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

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit provided that: (i) the maintaining of animals shall be subject to such Rules and Regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (ii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or creating an encumbrance, or in any other document legally

describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Element by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings, and in the case of a Unit added to the Condominium, the initial pages of the amendment to the Declaration and the amendment to the Drawings by which such Unit was added to the Condominium. The right of a Unit Owner to sell, transfer or otherwise convey that Unit Owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Unit Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Unit Owner's Unit a copy of the Condominium organizational documents and all effective Rules and Regulations.

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

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board.

(p) Rules and Regulations. In addition to adopting and enforcing Rules and Regulations in the instances specifically herein-before mentioned, the Board may, from time to time, adopt and enforce such further reasonable Rules and Regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable 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. A copy of all Rules and Regulations shall be furnished by the Board to the Unit Owners of each Unit prior to the time when the same shall become effective.

APPENDIX B

DEFINITIONS

THE PREMISES - An area within the City Limits of Delaware, Ohio bounded as described in the Declaration of Condominium Unit Ownership for Lehner Woods Condominium Association.

LIMITED COMMON ELEMENTS - The area behind Owner's Unit provided for a patio and front porch.

VEHICLE - Any device, capable of carrying and being operated by human being and is specifically, but not limited to, the following: A Passenger Automobile, Truck, Recreational Vehicle, Leisure Van, Mini-Van, Van, Motorcycle, Motorbike, Moped, Bus, Snowmobile or Aircraft, or any device capable of being towed or propelled by a Motor Vehicle specifically but not limited to a trailer of any type or nature.

STREET - Any Named Street or Unnamed Street, Driveway, Parking Lot, Defined Parking Space, Service Driveway, or any asphalt surface.

BOARD OF DIRECTORS - Board of Directors shall mean the Board of Directors of Lehner Woods Condominium Association or their assigned Agents, Managers, or Appointees.

CONDOMINIUM ASSOCIATION – Condominium Association shall herein mean the corporation not for profit created by the filing of the Articles of Incorporation of which all Unit Owners are members.

IN GOOD STANDING - Any Unit Owner or Resident in Good Standing is one who is not more than 30 days delinquent in the payment of any assessments, and who does not have any unresolved Rules violations older than 30 days.

COMMON ELEMENTS - Any portion of the Condominium Association other than a Unit.

UNIT - The condominium and garage.

APPENDIX C
PROCEDURE TO OBTAIN RULES
ENFORCEMENT

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

Calling the Condominium Association's Management Company, Towne Properties at **614-781-0055**. A complaint may be taken over the telephone.

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 of rules. Those numbers can be obtained by referring to the Rule Book.

APPENDIX D 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 an owner's obligation to pay assessments or other charges of the Association. If not required, the invoice should be mailed or sent to the owner ten (10) days preceeding 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 this resolution, 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 by check or other instrument that is not honored by the bank upon which it was drawn. Such returned checks 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 the 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 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 to the Association from a delinquent owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
7. **Application for Payment 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 licenses, of the Declaration.
 - 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 assessment lien shall be mailed to the owner. A copy of the notice of the 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.

Late charge will be imposed 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 of the "late notice" is sent.

Account referred to attorney for legal action if account is in excess of \$300.00 and is at least two months past due.

Attorney sends demand letter for payment including acceleration notice, if applicable.

Owner fails to respond to 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 Provision Herein upon Petition in Writing by an Owner Showing a Personal Hardship.** Such relief granted that 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 fees to be imposed after the effective date of those provisions of this resolution. All other policies and procedures set forth in this resolution shall be effective immediately.
15. **Ongoing Evaluation.** 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.

APPENDIX E 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 II, Section 2(q) and Article IV, Section 13 (c-f), respectively, The Village at Lehner Woods Condominium Association, Inc. ("Association") hereby resolves to adopt 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 VIOLATIONS

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 send 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. 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 the 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 Board shall provided 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 (30) 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 with the period of time 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 the 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 of 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 the Owner's expense.

APPENDIX F

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 part of the regular monthly condominium assessments.”

(Any and/or all 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.

APPENDIX G

Tree Removal and Replacement Policy

Many residents are removing and replacing trees. There has been some confusion about what trees are approved now that the Ornamental Pear Tree cannot be used as a replacement. Tree specifications include:

- Mature tree height not over 30 feet
- Non-invasive root systems
- No fruit or nut bearing trees, so the sidewalks stay clean
- Consider the care, pruning and cleanup effort needed for a specific tree
- Leave room for the tree to mature so centering it between the home and sidewalk would be best.
- Contact your local nursery or look online to select a tree meeting the criteria. Some examples found online include Eastern Redbud, Bloodgood Japanese Maple, and Merlot Redbud.

Residents must submit an Exterior Modification form prior to removing and replacing trees. Please list the timeframe the tree will be removed and the month that you plan to replace it. The Board realizes the cost of removing and purchasing trees along with trying to plant them at the correct time can be difficult. The tree must be replaced within six months of the removal. Please include tree specifications and a picture of the tree with your request.

Please refer to the Village at Lehnor Woods website [Home - Village at Lehnor Woods](#) for more information and forms.