

WELCOME TO HILLIARD COMMONS!

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

Real Property Management, Inc., an Associa Member Company is a full service property management company offering complete association management and Unit resale services since 1979. We were contracted by your Hilliard Commons Board of Directors to help manage your community and are available to assist you 24 hours a day. Our office can be reached during normal business hours 8:00 am to 5:00 pm weekdays. Please reference the following contact information at which we can be reached.

MAINTENANCE REQUESTS – (614)766-6500 Our maintenance department is available 24 hours a day, year round. During normal office hours Monday through Friday the maintenance department can be reached at (614) 766-6500 or by e-mail at service@rpmanagement.com. Please include all relevant information such as: name, address, phone number and the issue. Only emergency requests will be handled during “off hours”. Emergency requests made during “off hours” will be handled through our on-call maintenance program by calling (614) 766-6500.

RULES & GENERAL QUESTIONS – (614) 766-6500 For your rules compliance questions, architectural control requests, and general questions regarding your community please call (614) 766-6500.

ACCOUNTING QUESTIONS – Our accounting department can be reached for any accounting questions Monday through Friday, 8:00 am to 5 pm at (614) 766-6500 or by email at account@rpmanagement.com.

CLUBHOUSE ENTRY SCANNER – Please visit the clubhouse and register in order to gain access to the clubhouse, pool and fitness center. Registration allows only Hilliard Commons Condominium Association members in good standing to enter and use the facility. A photo ID and proof of residency is required, such as a check, bank statement, or valid State of Ohio driver’s license with your address on it. Renters/Tenants must also provide a current copy of your lease with the Unit Owner. For questions please contact the clubhouse at (614) 876-8959 or Real Property Management at (614) 766-6500.

Real Property Management, Inc. is proud to manage Hilliard Commons, as we are with all of the communities we manage. We are here to answer any questions you may have about the community or the Association’s operations, feel free to contact us at your convenience.

Once again, **WELCOME** to Hilliard Commons.

Sincerely,
The Real Property Management Staff
Revised July, 2015

INTRODUCTION

Hilliard Commons Condominium is located in Hilliard, Ohio. The condominium property uses the services of City of Columbus Police and Fire Departments.

Construction of the condominium property began in 1994 and was completed in 1997. The property is comprised of four hundred and sixty two (462) Units located in seventy-seven (77) buildings. The streets are private and therefore maintained by the Association. The Association also maintains an insurance policy for the Common Elements, but Unit Owners and residents are responsible for obtaining condominium insurance for their Units and personal effects.

As a private condominium property, we are governed by our own Declaration and Bylaws. We elect our own Board of Directors from our Unit Owners and the Board manages association affairs on behalf of our owners. There are six (6) Board members who each serve without compensation for a term of three (3) consecutive years. There are no term limitations, Board terms are staggered so as to elect two members one year and two members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Directors is organized by electing from the following officers: President, Secretary, and Treasurer.

The Annual Meeting of the owners for the election of Board Members is usually held in the (2nd) second quarter each year. Regularly scheduled Board meetings are held throughout the year. Unit Owners wishing to attend a Board meeting should check with the Management Company to verify the date, time and meeting location.

CHANNELS OF COMMUNICATION

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company. In case of an emergency, such as a fire, contact the fire/police departments by dialing 911.

Communication with the Hilliard Commons Condominium Association, its Board of Directors, and its Management Company must be done through the Owner(s) of a unit, not the roommates, tenants, or renters residing in the unit. All communications including, but not limited to, work order requests, violation disputes, fee waiver requests, hearing requests, as well as submission of complaints and concerns shall be communicated by the unit Owner. Exceptions are limited to emergency situations or communications with an attorney engaged to legally represent an Owner.

Please visit the Hilliard Commons Association Website at www.hilliardcommons.org for information on clubhouse and pool hours, contacts, to download forms, view upcoming events and other community news. Website notices are posted as needed to update residents for matters such as blacktop seal coating, painting, and snow removal.

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General Information

Clubhouse, Pool and Fitness Center

The clubhouse, pool and fitness center are for the exclusive use of the residents in good standing of Hilliard Commons Condominium Association.

Alcoholic Beverages are prohibited in the Fitness Center and Pool area.

No one under 10 years of age is permitted in the Fitness Center.

In the event the Unit Owner account becomes delinquent in your association fees or any assessment, your use of the Clubhouse, Pool and Fitness Center may be denied until such time that you are In Good Standing with the association.

The clubhouse and/or pool may be reserved by registered Unit Owners or Renter/Tenants in good standings to host gatherings. Please contact the clubhouse staff for availability, fee schedules and information.

Clubhouse hours and staffed times are subject to change. Seasonal and Holiday hours may vary. Staffed hours are reduced when the pool is closed. For your convenience, current hours and holiday schedule information are posted on the website and at the clubhouse.

Architectural Control

Planning on adding a deck, patio, fence, storm door, satellite dish or any other change to the exterior of your Unit? Please be sure to submit an Application for Exterior Improvement or Satellite Dish Agreement to Associa, Real Property Management, Inc.

Any changes affecting the exterior of your Unit must first be approved by the Hilliard Commons Condominium Association Board of Directors. This is done by completing an application for exterior improvement and submitting all plans, pictures, specifications, drawings to the Association. Your application will be reviewed and decision notification whether denied or approved will be sent back to you. Written approval is required before any work can begin.

Applications for Exterior Improvement and satellite dish agreements are available at the clubhouse, on the Hilliard Commons website or by contacting Associa, Real Property Management (614) 766-6500.

Condominium Fees

Your condominium fees are due on the first day of each month. Fees received after the 10th day of the month must include a \$25.00 late charge.

The Board of Trustees works diligently to ensure that the association fees are kept at a fair market value.

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

Condominium fees are an annual assessment made payable in monthly installments. In the event that a Unit Owner defaults on a monthly payment, the 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 Association may also pursue foreclosure.

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's Declaration.

All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.

An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.)

Any payments 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 the Unit.

Any costs, including attorneys' 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 privileges of the Owner to vote and/or use any of the amenities.

Speed Limit

The speed limit is 15 M.P.H. throughout the Condominium Property.

Landscaping

The Association maintains the grounds throughout the community. This includes mowing, mulching, pruning, and leaf removal. You may plant annuals in the plant bed directly in front of your Unit. If you would like to do any other plantings, you must first apply for a landscape change request to the Association. Any approved landscape changes will be the responsibility of the Unit Owner to maintain.

If you do not have a deck and have grass in your Limited Common Elements directly behind your Unit, it is your responsibility to clear this area of any lawn furniture, grills, play equipment or other obstructions, including pet waste, so that it may be mowed or for trimmed. Personal items will not be moved by the landscaping company for mowing or trimming. Fenced in Limited Common Elements must be easily accessible or they will not be mowed or trimmed and Unit Owner(s) will be responsible for maintaining these areas. Unit Owners, not the Association, are responsible for maintaining deck areas, patio pavers, and patio walkways installed at their Unit.

Fall Clean-Up

All flowers and dead plant material are to be removed by October 31st so that the lawn care contractor may do a final clean-up of all planting beds. After that time, plants are subject to removal by the Association at the expense of the Unit Owner.

Fertilizing

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

Snow and Ice Removal

A designated Board member, will act as the primary contact for the snow/ice removal company, and determine when and how they will respond. In the event of Board Member's absence, the snow/ice removal company will be instructed to contact the Association's manager.

The following guidelines will be utilized:

- Roads only will be plowed when snowfall is between 3 and 5 inches.
- Roads, driveways and parking areas will be plowed and/or shoveled when snowfall is above 5 inches. Plowing will not be done in areas where access is blocked by vehicles.
- Mailbox stations will be shoveled and treated with ice melt when snowfall is 3 inches or more and ice conditions warrant it.
- Common sidewalks will be done at the Boards discretion based on weather conditions.

Rules and Regulations

1 INTRODUCTION

1.1 SCOPE AND PURPOSE

This publication is intended for use by Hilliard Commons 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 Ownership, the specifications for decks, fences, and 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 Ownership, Article III, Section 2(p), 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 Ownership mandates that the Board of Trustees enforce the covenants and restrictions contained in the Declaration of Condominium Ownership, 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.

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 Ownership and Ohio Law. Ohio Law, the Declaration of Condominium Ownership, and the Rules and Regulations, are all applicable, and controlling in that respective order.

2 THE TRAFFIC AND PARKING REGULATIONS OF HILLIARD COMMONS

2.1 PARKING PERMITTED

Parking of vehicles is permitted only in garages or designated parking spaces in paved areas. Visitor parking available throughout the community and should be used for primarily for that purpose.

2.2 PARKING PROHIBITIONS IN SPECIFIED AREAS

Parking of vehicles is prohibited in the following areas:

2.2.1 In a space assigned to another resident.

- 2.2.2 In front of or within 5 feet of a driveway.
- 2.2.3 In any intersection.
- 2.2.4 Within 10 feet of any Fire Hydrant.
- 2.2.5 Within 20 feet of an intersection.
- 2.2.6 Within 30 feet of a Stop Sign.
- 2.2.7 Alongside or opposite to any street repair or excavation when such standing or parking would obstruct traffic.
- 2.2.8 Alongside any vehicle of motor vehicle that is stopped or parked at the edge of a curb of a street.
- 2.2.9 In any designated Fire Lane as determined by the Association's Board of Directors where proper signs are posted.
- 2.2.10 Across, straddling or on the boundary lines of any designated parking area as marked by painted lines of the pavement.
- 2.2.11 No vehicle, trailer or other over the road equipment shall be operated parked or stored on any area of the Condominium Property that is not paved or a roadway.
- 2.2.12 No vehicle shall be parked on or adjacent to a painted stripe or "NO PARKING" area marked by painted stripes, other than those painted to outline "head-in" parking spaces, or on the side of a roadway adjacent to or between "no parking" signs.
- 2.2.13 In any other direction than the direction of travel on that side of street in which the vehicle is parked.
- 2.2.14 No vehicle shall be parked on any roadway, or in a manner that would make it difficult or impossible for fire or other emergency vehicles to travel on customary traffic lanes.
- 2.2.15 In any area designated as a Tow Away Zone by properly posted signs or yellow curbs.
- 2.2.16 In the parking areas adjacent to the fitness center, unless you are using the fitness center at the time, and not for more than 8 consecutive hours.
- 2.2.17 Parking in a visitor/guest parking area by residents without first utilizing their assigned parking spaces or garage.

2.3 COMMERCIAL & RECREATIONAL VEHICLES

A commercial vehicle is a vehicle with apparatus, signs, or markings of a commercial nature, including, without limitation, ladder racks, glass racks, tools, construction materials, winches, generators, snow plows, snow hitch, or salt spreaders, whether or not the vehicle bears a commercial license plate.

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, and no boat, trailer, camper or other recreational vehicle, shall be parked on any roadway, parking area or other paved area of the Condominium Property without prior written 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:

2.3.1 a commercial vehicle used for daily work purposes, if pre-approved by the Association.

2.3.2 an emergency vehicle

2.3.3 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 Association or for similar non-social purposes;

2.3.4 A trailer, camper or other vehicle for the purpose of loading or unloading the same.

2.3.5 No commercial vehicle will be approved if it is size prohibits the vehicle from being parked in a single parking space, or which the board determines would infringe on the privileges/rights of other residents or guest.

2.4 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 areas or other areas of the Condominium Property.

2.5 NO INOPERABLE VEHICLES: REPAIRS

No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium 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 (**48 hours without the approval of the management company**). No repairs shall be performed on any vehicle on any roadway, parking area or other paved area of the Condominium Property. The only EXCEPTION permitted is immediate or emergency repair requiring *24 hours or less* and that DOES NOT result in noise or other nuisance that would unreasonably disturb another person or prevent the passage of another vehicle. Surfaces beneath the vehicle should be protected against damage from any oil stains, leaks, fluid stains, or debris. All materials are to be cleaned and removed immediately.

2.6 STORAGE: UNSIGHTLY CONDITION

No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that:

2.6.1 is not driven outside the Condominium Property at least once every ten (10) days.

2.6.2 is covered, in whole or in part, by a canvas, plastic or other protective covering that (i) is not specifically designed and constructed solely for use as a protective covering for vehicles or (ii) is unreasonably unsightly by reason of deterioration, damage or other cause.

2.7 UNPAVED AREAS

No vehicle, trailer or other over-the-road equipment shall be operated, parked or stored on any area of the Condominium Property that is not paved or a roadway.

2.8 NO PARKING ZONES

No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Property on or adjacent to a painted stripe, or painted “no parking” area, that is painted in any color on a roadway or other paved area, except for white stripes painted to outline “head-in” parking spaces, or on the side of a roadway next to and between “no parking” signs.

2.9 OBSTRUCTION OF TRAFFIC

No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Property in a manner that would make it difficult or impossible for fire or other emergency vehicles or service vehicles to travel over customary traffic lanes.

2.10 TOWING POLICY

Vehicles in violation of the traffic and parking regulations may be towed without notice at the owner’s expense.

3 AMENITIES

3.1 WAIVER OF LIABILITY

All persons using the exercise facilities, pool or pool areas do so at their own risk and sole responsibility. Alcoholic Beverages are not permitted in the pool and workout areas. It is suggested that no one swim without another capable swimmer present. The Association assumes no responsibility for any accident or injury in connection with any use of the pool or exercise equipment. For the privilege of enjoyment and use of the exercise facilities, pool and pool facilities, all persons hereby release and discharge the Association of any liability arising from the use or operation of the exercise equipment, pools or any portion, and their facilities.

3.2 FINGER SCANNER POLICY

Unit Owners and qualified residents who are 18 years and older must be registered into the finger scanning system to access the clubhouse fitness center and pool. In order to be registered, residents need to complete a written registration form available at the office; provide proof of residency and the account must be in good standing. Should the account become delinquent, privileges will be suspended for all users at the Unit address until such time the account is in good standings. Unit Owners and qualified residents are defined as follows:

Unit Owner – Defined as “being listed on the deed to their Unit” must provide proof of residency such as; a State of Ohio drivers’ license, State Issued Photo ID, closing documents.

Renter/Tenant – Defined as “being listed on a current lease agreement by the Unit Owner or Owners’ managing agent”. A signed copy of the current lease agreement must be provided along with a State of Ohio Driver’s License or State Issued Photo ID.

Roommates / Significant Others / Adult Children (18 yrs & over) – Defined as “permanently living in the Unit but not listed on the Deed or lease agreement” must successfully prove their permanent residency in the Unit prior to registration. They must be accompanied by the registered Unit Owner or tenant, provide a State of Ohio Driver’s License or State Issued Photo ID and a current reoccurring bill with their name and Unit address listed. (e.g. utility bill, cell phone bill, credit card bill, car loan, etc.)

3.3 PHOTO ID POOL PASS POLICY

Qualified Unit Owner and Resident children 14-17 years of age will be required to obtain a Photo ID Pool Pass to be permitted admission to the pool area without adult supervision. To obtain a Photo ID Pool Pass, the child must be accompanied by a parent(s) or legal guardian(s). Parent(s) or legal guardian(s) are required to be registered and provide a current Photo ID. (See Regulation 3.2 FINGERSCANNER POLICY)

Two types of Photo ID Pool Passes will be issued:

1. A YOUNG ADULT pass for residents ages 16 and 17 years of age who are permitted to escort younger siblings, but no guests.
2. A TEEN pass for residents 14-15 years, who are not permitted to escort siblings or guests.

3.4 ADMISSION

Admission to the Fitness Center and Pool is limited to registered Unit Owners, registered residents and guests. Use of the facilities is exclusive to Unit Owners/residents in good standing. If an Owner rents their unit, their rights to use of the clubhouse, fitness room, swimming pool, rental of the clubhouse, and all other amenities within Hilliard Commons transfers to their renters and the Unit Owners are no longer eligible for use of the any/all amenities within Hilliard Commons.

3.4.1 Registered adult individuals are required to use the finger scanner each time they enter the clubhouse.

3.4.2 Registered children 14-17 years of age must show their photo ID pass to clubhouse staff member or management. (See Regulation 3.3 PHOTO ID POOL PASS POLICY)

3.4.3 Any resident living fulltime at Hilliard Commons who is under the age of 18 but over the age of 16 and is seeking to use the fitness equipment without a parent or legal guardian present at all times must have the waiver and release form for use of the fitness room equipment, which is an addendum to the Hilliard Commons rules and regulations handbook, signed by their parent or legal guardian in the presence of a clubhouse staff member (See Appendix H for form). The clubhouse staff member must witness signature of the form and must be able to verify the status of the person signing the form, so a Photo ID will be required. Proof of the age of the minor will also be required in the form of a birth certificate or driver’s license.

3.4.4 Unit Owners and residents must accompany their guests and are held responsible for the behavior of their guests. Adult residents are permitted two guests per adult. All guests must be registered on a sign in sheet.

3.4.5 Identification may be requested of any person using the exercise room or pool, by any clubhouse staff member or management. Failure to reasonably produce identification may be regarded as a trespass.

3.4.6 Any registered individual who bypasses the finger scanning system allowing unqualified or non-residents (except approved guests) access to the clubhouse is subject to having their access privileges suspended or revoked.

3.5 CLUBHOUSE AND FITNESS CENTER

3.5.1 RESERVATIONS

The clubhouse portion of the fitness center is available to Unit Owners and residents in good standing, in accordance with regulations issued by the Board of Trustees. Safety regulations require a reservation for events where more than 4 guests per Unit are present. The clubhouse and/or pool may be reserved until posted closing times. Additional fees will be charged for every hour the clubhouse is reserved between the posted clubhouse closing time and midnight. The clubhouse may not be reserved after midnight. The pool may not be reserved after 9:45 PM or POSTED CLOSING TIME.

3.5.2 AGREEMENT

A contract must be signed, and payment of the appropriate rental fees is required before use will be permitted.

3.5.3 DAMAGES

Owners/residents reserving the Clubhouse are responsible for promptly restoring the building and grounds to a clean and orderly condition and are liable for any damage to furnishings and equipment. A minimum \$50 cleaning fee will be automatically assessed if the clubhouse and/or pool are not restored to a clean and orderly condition.

3.5.4 INSPECTION

An inspection will be performed by Clubhouse Staff prior to and following the event. The same report will be used by management to determine the extent of any charges for cleaning or damage.

3.5.5 CANCELLATION

If a Unit Owner/resident cancels a reservation less than two (2) weeks prior to the reserved date, a cancellation fee may be charged. Cancellation notification in excess of two (2) weeks prior to the reserved date will result in a full refund.

3.5.6 OUTSIDE ORGANIZATIONS

No person shall reserve the Clubhouse for use on behalf of any outside organization or for any use where a fee is charged for attendance, or for any commercial use.

3.5.7 ASSOCIATION FUNCTIONS

Association functions hold priority over all other functions and shall be entered in the reservation book as soon as the need is determined.

3.5.8 FITNESS CENTER MAY NOT BE RESERVED

The fitness center may not be reserved for private use.

3.5.9 POOL MAY BE RESERVED

The pool may be reserved, following the guidelines of the Pool Rental Agreement and in accordance with (See Regulations under 3.5 CLUBHOUSE and FITNESS CENTER)

3.5.10 MAXIMUM OCCUPANCY

Occupancy is limited to 75 persons, per Columbus fire regulations.

3.5.11 HOURS OF OPERATION

The Clubhouse may be used only between the hours posted. Winter and Holiday hours are subject to change. The Clubhouse will be locked promptly at posted closing time.

3.5.12 AGE LIMIT

Children under the age of 10 years of age are not permitted in the fitness center. Children 10-17 years of age are not permitted in the fitness center unless they are accompanied by and under the supervision of an adult Unit Owner/Resident over 18 years of age. No one under 14 years of age is permitted in the clubhouse or pool area without appropriate supervision. Children 14-17 years of age are permitted to be in the pool area without adult supervision.

3.5.13 WET BATHING ATTIRE PROHIBITED

No one in wet bathing attire is permitted in the Clubhouse, except in the bathroom areas and when exiting the facility.

3.5.14 NOISE

It is the responsibility of the Unit Owner to assure that all residents and guests comply with Regulation 4.5: NOISE and that the noise level does not become offensive to residents.

3.5.15 ATTIRE

Proper exercise attire is required in the fitness center and clubhouse.

3.6 SWIMMING POOL

3.6.1 ATTIRE

Proper swimming attire must be worn by any person swimming or being in the waters of the pool.

3.6.2 RUNNING/DIVING

No running or horseplay is permitted in the pool area. No diving is permitted.

3.6.3 RULES VIOLATION

Violation of these rules may, in addition to any other remedies, result in the privilege to use the pool and/or other amenities being revoked.

3.6.4 LOST PASS

If photo ID pool pass is lost there will be a \$10.00 replacement charge.

3.6.5 GLASS

No glass bottles or glass containers are permitted in the pool area.

3.6.6 ALCOHOL

Alcohol is prohibited in the pool and pool deck areas. Public intoxication will not be tolerated.

3.6.7 FOOD/SMOKING

Eating, drinking, or smoking within three feet of the pool is prohibited. Each person is responsible for his refuse at all times.

3.6.8 PETS

No pets are permitted in the pool area (this is also a violation of the County Health Code).

3.6.9 NOISE

Loud music or parties that infringe on other's use and enjoyment of the pool and pool area - or that disturb other residents - are prohibited.

3.6.10 FURNITURE

Pool lounge chairs cannot be reserved by placing towels or belongings on them while leaving the pool area.

3.6.11 HOURS

Swimming pool hours will be adjusted at the discretion of the Board and posted seasonally on the pool gate.

3.6.12 SUSPENSION OF PRIVILEGES

Management and Fitness Center personnel have the authority to suspend anyone's pool and Fitness Center privileges at any time.

3.6.13 BABYSITTERS

Must be 18 or older and registered by Unit Owner/resident.

4 **OCCUPANCY**

4.1 PETS

No livestock, poultry or wild animals may be kept in or on the Hilliard Commons Property. Only domesticated household pets, not maintained for commercial purposes, may be kept. All residents, Unit Owners and guest must comply with the Ohio Revised Code, Columbus City Code and Franklin County Codes as they pertain to the licensing, keeping of animals, breeding, commercial use and the keeping of exotic and/or vicious animals.

4.1.1 REGISTRATION

All pets must be registered with the Association. (Refer to Pet Regulations Form).

4.1.2 CLEAN UP

Any person(s), when walking animals, must have evidence of clean up equipment with them and all animal defecation /pet waste must be cleaned up immediately. Violators are subject to fines if reported. Pet owners are required to keep their Limited Common Elements free of pet waste at all times. Pet waste in Limited Common Elements that is not cleaned up immediately is subject for removal by the Association at the expense of the Unit Owner. Failure to comply would result in (1) first a warning letter; (2) Unit Owner will be assessed fine(s) for reoccurring violation(s).

4.1.3 CONTROL

Owners must control their pet at all times when the pet is outside of any Unit. No pet shall be permitted upon or into any Common Elements without being under direct control of an attendant. This means all pets must be kept on a hand-held leash and personally attended. Any animal not on a hand held leash and under the Owner's direct control will be considered wild/stray. Violators are subject to fines if reported Pets cannot be free to roam.

It is NOT permissible to stake/tether/tie out any pet at any time in or on Hilliard Commons Property; Common or Limited Commons Elements. Any items found outside a Unit to stake/tether/tie out pets is subject to removal by the Association.

4.1.4 BREEDING AND COMMERCIAL ACTIVITY

No Unit Owner or resident of Hilliard Commons shall keeps pets or other animals for the purpose of repeated breeding for profit or other commercial use, including but not limited to dog fighting or other activities. Commercial activities involving the use of animals are strictly prohibited. A Unit Owner or resident violates this policy they will be given 24 hours to comply. Failure to comply will result in fines assessed. Suspicion of criminal activity can and should be reported to the authorities.

4.1.5 VICIOUS ANIMALS

Any animal that is considered vicious under the Ohio Revised Code or other laws or rulings of Franklin County or the City of Columbus is prohibited on Hilliard Commons Property. Violators are subject to fines. Any Unit Owner, resident or guest shall assume all responsibility for all animals and any and all claims arising from their actions while in Hilliard Commons.

4.1.6 STRAY AND WILD ANIMAL FEEDING

Except as provided in Section 5.13.4.3 of these Rules, the feeding of wild or stray animals, including but not limited to, cats, raccoons, deer, geese, or squirrels within the community is strictly prohibited. Stray and wild animals are a nuisance; leading to complaints such as urine spraying to mark territory, digging in gardens and mulch beds, and feces left behind by the animals. They often carry disease which are sometimes transmittable to humans and or/ other pets. Having a constant food source will only increase the stray or wild animal population. Failure to comply would result in (1) first a warning; (2) unit owner will be assessed fine(s) for reoccurring violation(s).

4.1.7 WILDLIFE

No person shall hunt, pursue, kill any game bird or game animal, or any other animal within the community. Field dressing of any game bird, or game animal such as a deer, or any other animal is strictly prohibited within the community. Failure to comply would result in (1) first a warning letter; (2) Unit owner will be assessed fine(s) for reoccurring violations.

4.2 TRASH DISPOSAL

HILLARD COMMONS' COLLECTION SCHEDULE COLOR IS GOLD

4.2.1 IMPROPER DISPOSAL

No Unit, garage, porch, deck, patio, driveway or Common Elements shall be used or maintained as a dumping ground for refuse. (Refuse means all garbage, recyclables and rubbish; i.e., household matter, bulk items).

4.2.2 BULK PICK UP

Please contact the City of Columbus 311 at 614-645-3111 or <http://publicservice.columbus.gov/bulkitems/> to arrange for the pick-up and removal of items that do not fit in your container. The City of Columbus provides this service to Unit Owners and residents but not for the Association. Association costs for removal of improperly disposed refuse will be assessed to the Unit Owner.

4.2.3 RECYCLING

The City of Columbus now offers a recycling program which is voluntary. If you do not wish to participate, please contact the City of Columbus at 311 or 614-645-3111 to arrange removal of your container. Items that go into the blue recycling container include Paper & Cardboard, Plastic bottles, Juice & Milk Cartons, Glass Jars & Bottles, and Steel & Aluminum Cans. For a complete list contact the City of Columbus or visit their website at www.ReycleColumbus.org. You can also download the MyColumbus app at www.mayor.columbus.gov. To obtain information on what zone Hilliard Commons is in as well as the recycling pick up schedule, obtain a free personalized calendar and to receive collection reminders, visit 311.columbus.gov/colorday. Just type in your address, download a personalized calendar, sign up for phone or email reminders. PLEASE NOTE: TRASH AND RECYCLING PICK UP SCHEDULES ARE NOT THE SAME.

4.2.3 CONTAINERS

Refuse and Recycling shall be placed in containers provided for that purpose only, and none shall be allowed to litter the Common or Limited Common Elements. Refuse and Recycling containers are to be kept out of sight, i.e., in garage or behind Unit, except from 5:00 p.m. on the day prior to trash or recycling collection pickup and be removed by 10:00 p.m. on trash or recycling collection pickup day.

4.2.4 STORAGE OF CONTAINERS

No trash or recycling container may be stored on a front porch. For those with garages, trash and recycling containers must be stored inside the garage or behind the Unit in the Limited Common Elements. No trash or recycling containers may be stored in Common Elements. Residents who fail to store their trash and recycling containers in their garage or behind their Unit by 10:00 p.m., on trash and/or recycling collection pick up day, will be given 24 hours to comply with the rule. Failure to comply would result in (1) first a warning letter; (2) reoccurring violations(s) will result in fine(s) being assessed to the Unit Owner. After the first warning if there are no repeated occurrences in six months, the violation will be closed.

4.3 SALE OF A CONDOMINIUM UNIT

1. Except as otherwise provided, signs are prohibited without prior, written Board approval.
2. Within five (5) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
3. At the same time as above, the Unit Owner must provide the following:
 - a. Names of all occupants;
 - b. Home mailing address;
 - c. Contact telephone numbers;
 - d. Name and telephone number(s) of any person or business who manages the Unit on behalf of the Owner;
 - e. Any change in the information required in a-d must be provided to the Association within five (5) days of the change.
4. When requested, the Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged.
5. The seller is responsible for providing the following information to the buyer:
 - a. Copy of Declaration and Bylaws, and any amendments;
 - b. Copy of the Rules and Regulations;
 - c. Unit access door key(s), mailbox, and garage door key(s);
 - d. Garage door opener

4.4 RENTAL OF A CONDOMINIUM UNIT

1. Leasing or sub-leasing a Unit for transient or hotel purposes, as defined as periods of less than seven (7) days, or providing hotel, laundry and similar services, or roomers/boarders, is prohibited.
2. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
 - a. Copy of lease;
 - b. Full name of tenant(s);

- c. Names of all occupants of the Unit;
 - d. Contact telephone number(s) of the tenant(s).
3. The Unit Owner is responsible for making the tenant aware of the Rules.
 4. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
 5. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules.

4.5 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.

4.6 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 element 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.

5 ARCHITECTURAL CONTROL

5.1 PRIOR WRITTEN APPROVAL REQUIRED

Unless otherwise expressly permitted, no alteration of any kind shall be made to the Common Elements, the Limited Common Elements, or which alters the exterior appearance of the building without prior, written approval of the Board.

5.2 RESTRICTIONS GENERALLY

No Unit Owner or occupant shall cause or permit anything to be hung or displayed on the outside of any building, and no sign, awning, canopy, shutter, radio or television antenna, or garage door opener shall be affixed to or placed upon the exterior walls or roof or on any other part of the buildings except for signs of one square foot or less, depicting the presence of security systems in Units shall be permitted in mulched areas.

5.3 STRUCTURAL CHANGES

Nothing shall be done in any Unit or in, on, or to the Common Elements that 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 Association.

5.4 "FOR SALE" SIGNAGE

One professionally prepared "For Sale" or "For Rent" signs not larger than 9 sq. ft. may be displayed in a Unit window. "Open House" signs may be displayed on the day of the open house only and must be removed that same day.

5.5 SPECIFIC PROHIBITIONS

The following changes are specifically prohibited, and it is the policy of the Board of Directors to reject any application for permission to make them:

- 5.5.2 No awnings or overhead structures (not part of the original design) whether in front of your Unit or over the deck or patio are permitted.
- 5.5.3 No exterior color changes may be made to any outside door, window trim, porch railing, garage door, porch or porch steps.
- 5.5.4 Only natural wood colored deck/fence stains/paints are permitted. Owners must submit their deck and/or fence stain/paint color and have it approved by the Board of Directors in writing prior to commencement of any stain/paint application.
- 5.5.5 No chain link, galvanized, metal or barbed wire fencing is permitted.
- 5.5.6 Antenna and Radio Towers are prohibited.
- 5.5.7 No air conditioning units, fans, other similar type appliances, devices, or venting shall be attached or placed in or upon windows, doors, entrances, or window sills.
- 5.5.8 Garage doors must be kept completely open or all the way closed for aesthetics and safety concerns. Garage doors are never permitted to be partially opened/closed.
- 5.5.9 Use of charcoal grills/burners and other open-flame cooking devices as well as use of fire pits is prohibited within the community.

5.6 SATELLITE DISH

Installation of any satellite dish/antenna on, attached to, or extending into the Common Elements is prohibited. Attachment to the exterior siding of a Unit, to a building or any roof area is strictly prohibited. Any resident contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used. Please see Appendix H for a copy of the Satellite Dish Rules and Regulations and application.

5.7 APPROVED CHANGES

- 5.7.2 TIME LIMIT - All improvements must be completed within 60 days of initial approval
- 5.7.3 APPROVAL – Extensions need to be approved by the Board.
- 5.7.4 CLEAN UP - For safety and appearance, the work area must be cleaned up at the end of each day.

5.8 SERVICE DOORS

One pedestrian door from end garages out the back and into the Limited Common Elements is allowed with prior Association approval. The following criteria act as a guideline: Unit Owner responsible for permitting and construction, installed by a licensed contractor, the door must match exactly the type and color of your front door and the homeowner is responsible for all leaks caused by penetrations in the exterior shell and shall immediately make any and all repairs to match existing (prior) conditions at their expense.

5.9 EXTERIOR LIGHTING

All exterior lighting changes or additional lighting must be submitted for approval.

5.10 STORM AND SCREEN COMBINATION DOORS

Storm door colors must match your siding, trim, front door, or window frames. (See Appendix F)

5.11 SEASONAL DECORATIONS

5.11.2 No ornaments of any kind on roof or hanging from roof are allowed.

5.11.3 All seasonal decorations must be removed within 2 weeks following the holiday.

5.12 FLAGS

5.12.2 One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Elements on a pole attached to the front exterior of the home, provided that the bracket may be secured to wood trim only.

5.12.3 The flag must be made of nylon, polyester, or cotton.

5.12.4 The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.

5.12.5 The installation of a free-standing flag pole in the ground is prohibited.

5.12.6 The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.

5.13 LANDSCAPING

5.13.2 FLOWERS

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

5.13.3 LAWN ORNAMENTS

Multicolored lawn ornaments are prohibited in mulched beds and in other Common Elements. No items displayed on front porches or in view of other residents may be offensive in any way. Certain small garden ornaments may be approved for the Limited Common Elements at the Board's discretion. An application for exterior improvement must be submitted and approved before placing an ornament in the Limited Common Elements.

5.13.4 PLANTINGS OTHER THAN FLOWERS

Planting are allowed in mulched areas, but shall be the responsibility of the Unit Owner to maintain. The Association shall not be responsible for any damage accidentally done to such planting by the grounds keeping crew. At the Association's request, any additional planting shall be removed and the Common Elements restored to the original condition prior to the planting at the expense of the Unit Owner. Any planting, other than annual flowers in existing mulch beds, must receive the prior, written approval of the Board.

5.13.4.1 TREES AND SHRUBS

Planting of a shrub, herb, or tree, etc. in Common Elements is prohibited without the prior, written approval by the Board.

5.13.4.2 VEGETABLES

No vegetable plants may be grown in the ground or vegetable gardens planted. Vegetable plants can not be placed or grown anywhere in the front Limited and Common Elements. Vegetable plants may be grown in pots in Limited Common Elements with Board approval.

5.13.4.3 BIRD HOUSES, FEEDERS AND BATHS

Bird houses and bird feeders must be confined to your Limited Common Elements or within mulched areas in rear of building but must not interfere with lawn care service. If these items create a nuisance or damage the Common Elements, they must be removed. Bird baths are prohibited.

5.13.5 BEDS CONTIGUOUS TO LIMITED COMMON ELEMENTS

No flower beds or plantings shall be planted or located anywhere along the outside edge of decks or patios if it infringes on the Common Elements. Any mulch bed/perennial flowers/plantings added to the property must have prior approval by the Board.

5.13.6 FLOWER BOXES

Flower boxes mounted on porch railings or on deck railings are permitted. Flower boxes must be kept free of debris and dead plantings; otherwise, they must be removed. Flower boxes shall not be attached to siding, trim or window trim.

5.13.7 FLOWER POTS

Flower pots may be placed in Limited Common Elements, patios, porches and mulch beds but must not be placed in such a way as to create a hazard or hinder emergency personnel attempting ingress to or egress from the Unit in an emergency. Pots not in use may not be stored outside the Unit.

5.13.8 HANGING BASKETS

Approval is not needed for hanging flower baskets, wind chimes or other small decorations attached to fences, front porch supports or porch roofs. Wind chimes are permitted as long as they do not create a nuisance for other residents. Residents with aluminum porch supports must attach the items in such a way as to not damage the supports. No items displayed on front porches or in view of other residents may be offensive in any way.

5.13.9 GARDEN HOSES

Hoses may be stored on holders attached to fences in the rear of the Unit. Hoses may be stored in front of the Unit only in containers designed specifically to hold garden hoses and must be concealed from view if regular sized hose. Shrinkable hoses that are brown or black in color are not required to be stored in a container or on a hose reel. Hose holders may not be attached to the siding of the Unit. Hoses must be kept in an orderly manner and must be detached from any faucet before freezing weather arrives.

5.13.10 FALL CLEANUP

The contents of any flower beds planted by Unit Owners or residents must be removed by October 31st of each year. Plant pots must be cleared of dead plant material (flowers, vegetables, etc.), emptied and stored indoors. Pots not in use may not be stored outside the Unit.

5.13.11 VINES and WEEDS

Clinging vines, such as clematis or ivy are prohibited, unless they are supported by a trellis and may not exceed a height of 36". Any resident who plants flowers or other varieties of plants in a mulch bed, on or around a deck or patio assumes the responsibility of keeping that area free of weeds and debris.

Failure to maintain the area will result in one warning letter after which the area will be cleared at the Unit Owner's expense at the discretion of the Board of Directors.

5.13.12 ADDITIONAL MATERIALS

The addition of other material (i.e. gravel, small stone, straw) is prohibited in Limited Common Elements without prior, written Board approval.

5.13.13 DAMAGE

Any damage to the turf or any landscape materials or components of any nature is the responsibility of the unit owner. Failure to make repairs will result in Association completing work and assessing the unit owner.

5.14 FIREWOOD AND DISCARDS

5.14.2 FIREWOOD STORAGE

Firewood may not be stored on front porches or in garages. A limit of 1/2 cord or 24" x 4' x 8' of firewood may be neatly stored inside the edge of your Limited Common Elements on a rack or in a container designed for proper wood storage. Firewood can not be stored against any structures.

5.14.3 DISCARDS

No discards of any kind may be left or stored in Limited Common Elements or Common Elements (e.g., planters with dead plants, kindling, old patio furniture, and shoes, junk of any kind). If Unit Owners fail to remove discards in a timely manner, the Association will arrange for their removal at the Unit Owner's expense.

5.15 FRONT PORCHES

5.15.2 Porch swings and hammocks are prohibited.

5.15.3 Indoor/outdoor carpet is prohibited.

5.15.4 Painting of concrete front porches is prohibited.

5.15.5 No type of grill is permitted.

5.15.6 Storage of personal property is prohibited.

5.16 TOYS AND EQUIPMENT

5.16.2 WADING POOLS

Wading pools are allowed, but restricted to Limited Common Elements; however, they must also be kept clear of algae, insects and debris and be covered or emptied each night.

5.16.3 PLAY EQUIPMENT

Play equipment such as small plastic slides may be stored in Limited Common Elements (other than asphalt surfaces), but must be stored in such a way as to not interfere with the lawn care service.

5.16.4 BASKETBALL HOOPS

NO basketball hoops of any kind are permitted in the Common Elements.

5.16.5 BICYCLES

Bicycles must be stored in the rear Limited Common Elements, in garage or indoors when not in use.

5.16.6 STRUCTURES

No pet cages or houses are permitted outside of a Unit. A storage container is permitted in the Limited Common Element in rear of building, but shall not exceed 60 inches in length and 30 inches in height and 30 inches in width.

5.17 PATIO GRILLS

5.17.2 Use of charcoal grills/burners and other open-flame cooking devices as well as use of fire pits is prohibited within the community. Gas grills may be used when placed ten (10) feet or further from any building.

6 ENFORCEMENT

6.1 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 (see 4.4).

6.2 ENFORCEMENT PROCEDURE

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guests, or the occupants, including tenants, if any, of his/her Unit.

2. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's 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 attorney fees, shall be added to the account of the responsible Unit Owner.

3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.

4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against a Unit Owner in violation.

5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

A. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:

1. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
2. A description of the property damage or violation; and
3. The amount of the proposed charge and/or enforcement assessment; and
4. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

B. To request a hearing, the owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth (10th) day after receiving the notice required by Item 5-A above.

C. The Association may take all enforcement actions available or at their disposal.

6.3 REQUESTS FOR COMPLIANCE

The Association shall, except in cases of emergency or recurrent violations, notify any Unit Owner of any violation which may result in sanctions against him, and request voluntary compliance before enforcing compliance.

6.4 NO VOLUNTARY COMPLIANCE

If a Unit Owner does not comply with the rules upon request, then the Association may pursue any and all remedies available to it, including fines, litigation, arbitration, and self-help. All enforcement costs shall be assessed to the Unit Owner, pursuant to the Declaration of Condominium Property and Ohio Law.

APPENDIX A

EXCERPTS FROM THE DECLARATION OF CONDOMINIUM PROPERTY

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.

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

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions: (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 Element 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 Element Uses. Those portions of the Common Elements 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 Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio, porch or balcony, unless authorized by the Board.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common 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. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the unit to which that interest is allocated is also transferred to the same Transferee. In any instrument of conveyance or 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 Area by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(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.

(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 as it deems necessary or desirable to promote harmony, to service 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 owners of each Unit prior to the time when the same shall become effective.

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

APPENDIX B

DEFINITIONS

1. **CONDOMINIUM PROPERTY** - The area within the City Limits of Columbus, Ohio bounded as described in the Declaration of Condominium Ownership for Hilliard Commons Condominium Association.
2. **COMMON ELEMENTS** – Any portion of the Condominium Property other than the individual Units owned by all Unit Owners together.
3. **LIMITED COMMON ELEMENTS** – Parts of the Common Elements designated for the exclusive use of a Unit, such as patios.
4. **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.
5. **DEFINED PARKING AREAS** - Each Unit has at least two permanently defined parking spaces in the Condominium Property. One or more may be in the Common Elements.
6. **STREET** - Any Named Street or Unnamed Street, Driveway, Parking Lot, Defined Parking Space, Service Driveway, or any asphalt surface.
7. **BOARD OF TRUSTEES** - Board of Trustees shall mean the Board of Trustees of Hilliard Commons Condominium Association or their assigned Agents, Managers, or Appointees.
8. **ASSOCIATION** - Association shall herein mean The Board of Trustees and other appointed officers of Hilliard Commons Condominium Association.
9. **IN GOOD STANDING** - Any owner or resident in good standing is one who is not more than 30 days delinquent in the payment of any assessments, and who does not have any unresolved rules violations older than 30 days.

APPENDIX C

PROCEDURE TO OBTAIN RULES ENFORCEMENT

If you are concerned about a violation of rules at Hilliard Commons, you may file a complaint with the Association by

1. Calling the Association at (614) 766-6500. A complaint may be taken over the telephone.
2. Filling out a rules violation complaint form and sending it to the Association at the address indicated on the form. Copies are available from the Association or at the Clubhouse.

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

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

APPENDIX D

APPLICATION PROCEDURES

1. A written request describing planned improvements must be sent to the Association which includes plans and drawings, when necessary, to clearly explain or illustrate what you are requesting. For storm door requests include the manufacturer and model number. If we can resolve your request right away, we will respond within five (5) days. Otherwise, we will refer your request to the Board of Trustees for their response.
2. If your request needs to be referred to the Board of Trustees, you will receive your response by mail in a timely manner. The Board of Trustees generally meets monthly. A disapproval will generally be accompanied by suggestions for changes so that applications may be resubmitted with modifications.
3. A City Permit is also required for: Decks, Service doors from garages, and Hot Tubs. A permit can be obtained at 1250 Fairwood Ave., Columbus, OH 43206; Phone: (614)645-7433. Be sure to take your Hilliard Commons approved application, your drawings/plans and a site map with you when you apply for your permit.
4. Once you obtain a permit from the City of Columbus, please forward a copy of it to the Association. If no changes were made to the original plans approved by the Association, you may begin construction.
5. If any changes were made to your plans by the City, please advise the Association. Final approval is required if any changes were made to accommodate the City. You may then begin construction.
6. Upon completion of your project, the Association will also inspect the improvements.
7. Any improvements, modifications, etc. to decks, patios or fences done without prior approval and appropriate permits, are subject to removal.

Final project approval is granted only after satisfactory completion of the project.

Send all applications to:

Real Property Management, Inc.

5550 Blazer Parkway, Suite 175, Dublin, Ohio 43017

(614) 766-6500

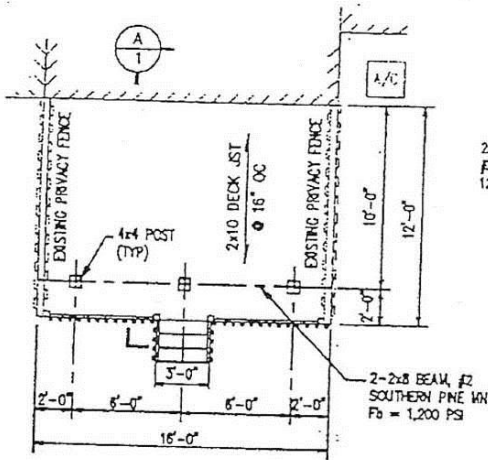
APPENDIX E

BUILDING YOUR DECK, PATIO, FENCE...

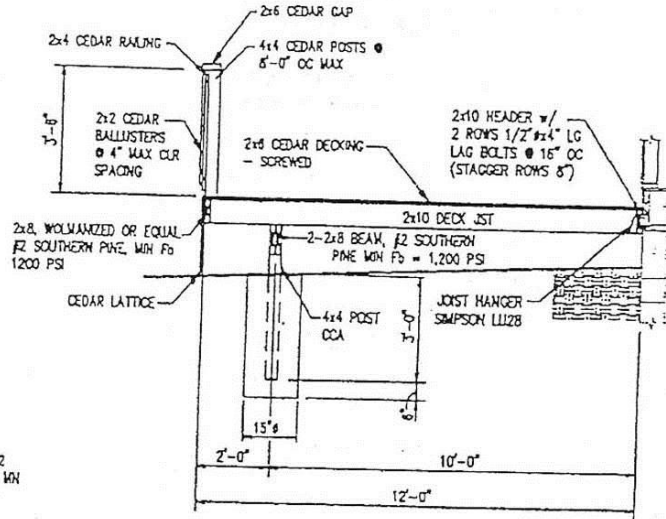
- 1 No improvement can extend onto the Common Elements.
 - 1.1 Limited Common Elements (LCE) are 12' from patio sliding door and between pre-installed privacy fencing.
 - 1.2 Some end garage units have an extended LCE spanning to the edge of the garage and even with the privacy fence.
 - 1.3 Ranch units have an extended LCE wrapping around the Unit. The dimensions may vary depending on the location.
- 2 Decks and patios and plantings can be anywhere within the LCE but require approval. The Unit Owner is responsible for making sure the improvements are within the LCE.
- 3 The following applies to decks and fences:
 - 3.1 Zoning Code: fence height is limited to 6' from deck flooring to top of fence.
 - 3.2 Structural Code: minimum handrail height 36"; maximum clear space between spindles 4"; footer minimum 30" below finished grade.
- 4 Relocation of A/C condensers requires a permit from the City of Columbus, prior to moving the unit.
- 5 **PRIOR APPROVAL REQUIRED** - Any improvements or changes made without prior permission from the Board and the City (if permit is needed) may have to be removed and repaired back to its original state at the Unit Owner's expense.
- 6 **PERMIT** - Submit the approved package (from Condominium Association) to: City of Columbus – Permits, 757 Carolyn Avenue, Columbus, Ohio 43224, Phone Number (614) 645-6090.
- 7 **COMPLIANCE** - If the Unit Owner does not comply within a reasonable period of time, Real Property Management will hire a licensed contractor to make repairs and restorations at the Unit Owner's expense.
- 8 **MOVING AIR CONDITIONERS** - Please be advised that the Unit Owner needs to call a HVAC Certified Technician to move the air conditioners.
- 9 **EXCAVATION - BEFORE YOU DIG:** 48 Hours before you begin digging, you must call Ohio Utilities Protection Service at 1-800-362-2764. The Association has a map for you that designate sump pump locations and other necessary information you may want to request before you begin digging. The Unit Owner is responsible for any damages to drains to street as a result of digging.
- 10 **MUST BE FREESTANDING** – Decks must be freestanding structures and cannot be directly attached to the building, due to the siding replacement project in 2001-2002.
- 11 **INSPECTION PROCESS** - Once footers are dug, they must be inspected by a City Inspector before you can proceed. Make sure your permit is on display or have it available to show to the inspector. If your project fails the inspection, you may also be charged as a re-inspection fee. Inspection of footers is the first inspection. There will be two more inspections: framing and final.
- 12 **FRAMING AND DECKING** - Remember to use screws and not nails to secure your decking to the framing of the deck.

- 13 **BALUSTERS** - The second inspection of your framing will take place after you have completed this step. The inspector will check your framing for strength of materials used, size and spacing of beams, joists and decking and type and amount of fasteners used.
- 14 **STAIRS** - Stairs will also be city inspected at completion for strength and construction materials. They must be properly supported at the base as well as off the deck. Maximum rise is 8 ¼". Again, rails required on both sides of the steps if there is over a 30" total rise. Consistency of rise must be within 3/8".
- 15 **HOT TUBS** - A city permit is required if the hot tub is placed on a frame similar to decking, and is not required if placed on a surface similar to concrete. However Association approval is required in both instances
- 16 **PATIOS** - City building permits are required for patio construction, along with Association approval. No improvement can extend onto the Common Elements. Patios shall slope away from the foundations a minimum of ¼" per 12" to provide positive drainage and prevent wet basement walls. Choice of materials and colors optional. Concrete, brick, stone, etc.
- 17 **SPECIFICATIONS AND MATERIALS**
- 17.1 **MATERIALS** - Decking and fencing may be made of cedar and/or treated wood. Only natural wood colored deck/fence stains/paints are permitted. Owners must submit their deck and/or fence stain/paint color and have it approved by the Board of Directors in writing prior to commencement of any stain/paint application. Please submit a color sample with your application. Galvanized deck screws must be used instead of nails. All exposed materials (decking, railing, and skirting) shall be cedar. Framing material may be treated. Decks can be level with the finished floor of the condo or one step down to prevent snow from drifting up against the patio door and melting into the track. The deck may not be directly attached to the building.
- 17.2 **QUALITY** - All construction, alterations and modification must be of professional quality in appearance and conform to all rules and regulations of the Hilliard Commons Condominium Association.
- 17.3 **DECKS**
- 17.3.1 **TYPES** - We have defined the different types of decks as follows:
- 17.3.1.1 12x12 Deck
- 17.3.1.2 12x16 Deck
- 17.3.1.3 12x24 Deck
- 17.3.1.4 12x36 Deck
- 17.3.2 **POSTS** - Posts must be cemented to a depth of 32".
- 17.3.3 **BALUSTERS** - Balusters must be cedar and be placed 4" apart (6" on center). Make sure the balusters are drilled and screwed instead of nailed. Square cut balusters must be capped and trimmed. Mitered balusters must have at least 1" finger grab at the top of the rail.
- 17.3.4 **RAIL POSTS** - Rail posts should be mitered, balled or capped. They should be blocked to provide strength. 1" trim should be used-it will stay straight through weather changes and aging. The city will inspect railing from tip of nosing to the top of the rail. A rail post should be included next to the Unit for support as the deck should be free-standing.

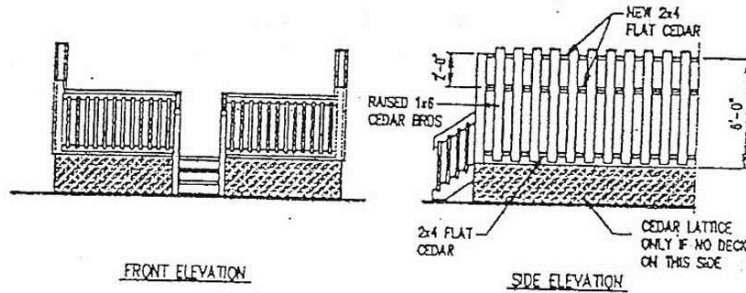
- 17.3.5 GATES - If you are going to attach a gate across the opening to the stairs of your deck, it must be identical to the balusters and railing already in place and properly supported so it does not sag.
- 17.3.6 SKIRTING - The only type of skirting allowed is cedar or treated wood lattice skirting. Solid Skirting is not allowed. Skirting is mandatory.
- 17.4 PRIVACY FENCES - Privacy fences may completely enclose the LCE, however a gate is required for egress/ingress from/to the LCE in case of fire and to allow access for the meter readers and groundskeepers.
 - 17.4.1 The gate must be large enough to allow lawn mowers into the LCE, if the homeowner wishes the groundskeepers to maintain/cut the lawn. The gate must also match the design of the fence.
 - 17.4.2 The fence must match the shadow box fencing which separates each Unit or be a cedar picket fence. The only variation allowed is a gentle taper.
 - 17.4.3 The fence must be at least 42” high.
 - 17.4.4 Posts for the fences must be cemented to at least a depth of 30” to make sure the posts will hold in wet ground and high winds.



DECK PLAN



SECTION "A"



FRONT ELEVATION

SIDE ELEVATION

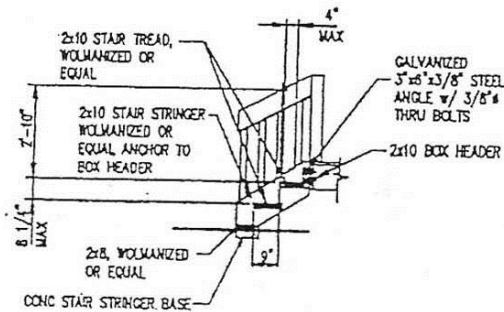
MATERIAL LIST FOR 12x16' DECK

REAR DECK MATERIALS

QTY.	MATERIAL
1	4x4 14' CCA
2	2x8 16' CCA
2	2x10 16' CCA
13	2x10 12' CCA
2	4x4 8' CEDAR - SMOOTH 4 SIDES (S4S)
28	2x6 16' CEDAR - S4S
36	2x2 32' CEDAR - S4S
1 1/2	PCS. 4x8 LATTICE
1	1x6 6' CEDAR SMOOTH 1 SIDE (S1S)
2	1x3 14' CEDAR - S1S
11	2" JOIST SUPPORTS GALVANIZED
575	3" GALVANIZED DECK SCREWS
2	2x4 14' CEDAR - S4S
10	BAGS CONCRETE
1/8	ROLL 16' x 100' BLACK POLY

DECK FENCE EXTENSION

QTY	MATERIAL
1	2x4 6' CCA
3	2x4 12' CCA
1 1/2	4x8 CEDAR LATTICE - IF NO ADJ. DECK



DECK STAIR DETAIL
- RELOCATED STEPS

APPENDIX F



These pictures are for style only. These are the only approved styles and must be full view doors.

APPROVED STORM DOOR STYLES

Approved Colors for all types of storm doors are: White, Sand, or matching the building doors & shutters.

APPENDIX G

RADON MITIGATION SYSTEMS

The Board of Directors of the Hilliard Commons Community recognizes the cautions of public health experts and the United States Environmental Protection Agency in relation to RADON. Accordingly, the Board of Directors will adopt a policy for the mitigation of RADON gas.

In order for a RADON MITIGATION system to be installed for any Unit, the Unit Owner must fill out, submit and have approved an Application for Exterior Improvement Form to the Association. Applications are available at the clubhouse or at www.hilliardcommons.org.

The installation must follow these guidelines:

- 1.) Only exterior routed mitigation systems using 4 inch PVC the same color (painted to match) as the exterior building siding shall be permitted by the Board of Directors provided that a resident files and has approved the appropriate Exterior Alterations Application.
- 2.) Unit Owners who have an approved Exterior Alterations Application, which was approved by the Board of Directors, and who have installed a mitigation system by utilizing central piper stack passage, the available pipe stack passage running from the basement to the roof of the Unit, may retain such system until the materials are in need of replacement or significant repair. At such time that the existing mitigation system needs replacement or significant repair, the resident must apply for and have approved an Exterior Alterations Application and must reinstall the system in accordance with this policy through the exterior routed mitigation system.

APPENDIX H

SATELLITE DISH RULES AND REGULATIONS

1 ACCEPTABLE SATELLITE DISHES - One direct broadcast satellite (“DBS”) and one multipoint distribution service (“MDS”) one meter (approximately 39”) in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as “dish(es)”), per Unit, are permitted. Additional dishes may not be installed unless the owner establishes a specific need for such dishes reasonably acceptable to the Board. Dishes must be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

2 LOCATION OF INSTALLATION - All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, then the dish must be installed entirely within the owner’s limited common element rear deck or patio area. Any installations that partially or fully obstruct or interfere with the entry or exit from a unit are strictly prohibited for safety reasons, which precludes installation on any front porch or stoop area. Dishes must not attach to or encroach upon the common elements, which precludes any installation on any exterior door or window surface, or another owner’s limited common elements or unit.

3 INSTALLATION OF SATELLITE DISHES

3.1 All dishes must be installed as required first by these Rules as well as in compliance with local building and safety codes, in accordance with the manufacturer’s instructions, and must not damage or impair the common or limited common elements.

3.2 Dishes must be screened and/or shielded from view from the outside community and from other units to the maximum extent possible. Decorative covers, i.e. imitation rocks or patio furniture, and shrubbery may be acceptable shields as determined by the Association.

3.3 All installations must take aesthetic considerations into account. Dishes and all associated equipment and wiring must be painted to match the color of the building they are adjacent to.

3.4 The installation of wiring must not impair the integrity of the building. There will be no penetrations of the common elements or limited common elements for wiring unless it is necessary to receive acceptable quality signals. The following wiring alternatives must be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation: devices that permit transmission of telecommunication signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring. If penetration of exterior surfaces is necessary for wiring, then the penetration must be sealed and waterproofed in accordance with applicable building codes and industry standards.

3.5 All contracted for installers must maintain general liability insurance, including completed operations, of at least \$1,000,000.00 and Workers’ Compensation coverage.

4 MAINTENANCE

4.1 Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association’s maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated or appurtenant to the dishes, for the repair of all damage to any property (including, but not limited to, all common elements and limited common elements) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other

damages or losses for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.

4.2 Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the owner's expense after 72 hours, or at anytime, if the detachment threatens safety of persons or property.

4.3 Upon sale or other transfer of the unit, dishes must be removed and the property restored to its original condition.

5 MASTS - Mast height may not be higher than absolutely necessary to receive acceptable quality signals. Masts extending above the highest, interior ceiling of a unit, and thus beyond the height of the owner's unit or limited common element, are prohibited. Masts, or any part thereof, must not be attached to, be in contact with, or extend into the common areas.

6 NOTIFICATION AND WAIVER_ - The attached notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted prior to any installation.

7 SEVERABILITY - If any of the foregoing rules or regulations is declared void, such provision will be deemed severed from these rules and regulations, which will otherwise remain in full force and effect.

NOTE: The above rules and regulations are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with the installation of a satellite dish. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify or otherwise amend the above rules and regulations as it deems necessary for the health, safety, and comfort of all residents.

**Hilliard Commons Condominium
Notice to Install Satellite Dish/Antenna on
Individually-Owned or Limited Common Element and Waiver Agreement**

Resident(s) Name: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Type of Dish: ___ Direct broadcast satellite. Diameter in inches _____
 ___ Television broadcast
 ___ Multipoint distribution service. Diameter in inches _____

Company Performing Installation: _____

Identify Installation Location: Rear Patio ___ Rear Deck ___
(Drawing indicating location must be attached to this form when submitted.)
Other (Describe in detail) _____

Date of Installation: _____

Please indicate the method of Installation: _____

Type of screening to be used to shield dish from view: _____

Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)? Yes___ No___

If no, please provide three days and times for which you are available to meet with us to discuss dish installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation.

Is a mast necessary for reception? Yes___ No___

If yes, please indicate the height of the mast: _____

I. WAIVER and RELEASE

I will comply with all of the Association's rules and regulations for installing, maintaining, using, and removing dish(es) and any structures, fixtures or screening materials associated with the dish(es). I assume liability for any damage to Association and other owners' property that occurs due to dish installation, maintenance, use, or removal. I will indemnify, defend, and hold the Association, its Board members, managing agent, and unit owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, use, or removal of the dish(es), and for any and all damage to or loss of the dish(es) and any structures, fixtures, or screening materials associated with the dish(es) that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, use, or removal of the dish(es). Such costs include, but are not limited to, any and all expenses incurred for moving the dish(es) on a temporary basis to enable the Association to maintain all condominium property for which it is responsible.

Signed: _____

Date: _____

LIABILITY WAIVER AND RELEASE

I, _____, acknowledge that I am a unit owner or tenant of a condominium within the HILLIARD COMMONS CONDOMINIUM ASSOCIATION ("Association") and am the legal parent/guardian of _____, ("Minor") who at the time of this Agreement's execution is above the age of 16 but below the age of 18, and have voluntarily elected to permit Minor to use the condominium's exercise/weight room, and the fitness equipment therein ("Exercise Room"), without my or another legal adult person's supervision.

I acknowledge that for the safety of users the Association passed a reasonable rule that is consistent with other gyms and exercise facilities in the area, which prohibits individuals under the age of 18 and above the age of 16 to use the Exercise Room, without the signed approval and release of the Minor's parent/guardian.

I will instruct Minor that, prior to using any equipment in the Exercise Room, he or she is not permitted to bring any other persons, regardless of age, into the Exercise Room, and he or she must inspect the facilities and equipment to be used, and if Minor believes anything is unsafe, the Minor must immediately notify the Association and not use the facilities and/or equipment.

I further acknowledge that, from time to time, an accident or incident could occur resulting from use of the Exercise Room equipment that could result in injury, including death to Minor and/or any other persons Minor brings into the Exercise Room without permission. I acknowledge that I accept and assume full responsibility, on Minor's behalf, of said hazards of using the equipment and exercising in the room, and any injury, including death, resulting therefrom, to Minor or any other person that Minor brings into the Exercise Room without permission, including, as a result of negligence on the part of fellow unit owners, tenants, residents, and guests that may also use the Exercise Room and/or equipment, and/or the Association or any of its Directors, unit owners, employees, agents or contractors, thereby waiving all rights to make a claim for any future damages and/or losses in any way associated against the Association, and its Directors, agents, and/or employees. I assume, on Minor's behalf, one-hundred percent of the risk of injury or death due to the voluntary use of the Exercise Room.

I, on behalf of myself and Minor, together with our personal representatives, heirs, executors, administrators, agents, successors, and assigns, hereby release, hold harmless, indemnify, and agree to defend the Association and its Directors, unit owners, members, residents, agents, and/or employees, from and against any and all liability and/or claims for any damages, losses, or injuries (including death), costs, expenses, or other claims of any nature or kind, that may result from, arise from, or relate to Minor's use of the Exercise Room, or from or relating to Minor bringing another person into the Exercise Room without permission from the Association, whether as the result of negligence, or otherwise.

I understand that the foregoing waiver and release is to be interpreted according to the fair meaning of the language used and not in favor or against any party, and that I have signed this document as my own free act, with the intention to be legally bound, and to bind any person who could claim through me, on, and after the date set forth below.

I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THE FOREGOING WAIVER AND RELEASE AND FULLY UNDERSTAND THE CONTENTS THEREOF, UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY, AND THAT I AM WAIVING ANY RIGHT THAT I, INDEPENDENTLY OR ON MINOR'S BEHALF, MAY HAVE TO BRING LEGAL ACTION OR TO ASSERT ANY CLAIM AGAINST THE HILLIARD COMMONS CONDOMINIUM ASSOCIATION.

READ CAREFULLY BEFORE SIGNING!!

X

Signature

Date

Print name

Address

HILLARD COMMONS MAINTENANCE RESPONSIBILITY CHART

A = Hilliard Commons Condominium Association

O = Unit Owner

DESCRIPTION	MAINTENANCE	REPAIRS	REPLACEMENT
LIGHT FIXTURES:			
Garage Photo Cell-if any	N/A	N/A	N/A
Common Area Post Light	A	A	A
Porch, Patio and Deck Light	O	O	O
Interior Light Fixture	O	O	O
OTHER ELECTRICAL:			
Transformer to Meter Box	A	A	A
Meter Box to Fuse Box	O	O	O
Circuit Box	O	O	O
Circuit Box Wiring to Outlets, Etc...	O	O	O
Plugs, Switches, Fixtures, Etc...	O	O	O
Exterior Plugs	O	O	O
Circuit Breakers	O	O	O
Attic and Whole House Fans	O	O	O
Doorbell and Wiring	O	O	O
Alarm Systems	O	O	O
Telephone Wiring and Jacks	O	O	O
GARAGE DOORS:			
Springs, Wheels, Tracks & Weather-stripping	O	O	O
Electrical Openers	O	O	O
Replacement/ Other	O	O	O
*Exterior Coating of Door	O	O	O
ENTRANCE DOORS:			
Glass, Locks Weather-stripping	O	O	O
Replacement	O	O	O
Handles, Knobs, Locks	O	O	O
Exterior Coating of Doors	O	O	O
Storm/ Screen Door	O	O	O
WINDOWS & SLIDING DOORS:			
Glass- Breakage, Leaks, Mullions, Other	O	O	O
Mechanism- Locks, Operators, Balances, Etc.	O	O	O
Exterior Wood Frames & Trim	A	A	A
Interior Casing & Frame	O	O	O
Weather-stripping & Screens	O	O	O
Handles, Knobs, Locks	O	O	O
KITCHEN ITEMS:			
Disposal Incl. Switch, Wiring & Plumbing	O	O	O
Kitchen Cabinets	O	O	O
Kitchen Plumbing Including Faucets	O	O	O
Hood and vent Fan	O	O	O
Dryer Vents	O	O	O
WALLS, CEILINGS & FLOORS: (For Additional Clarification, please see Article V, section Z(a)(1))			
Interior Surfaces and Partition Walls	O	O	O
Structural Support and Exterior Walls	A	A	A
*Ceiling Structure – Highest Level Only	A	A	A

DESCRIPTION	MAINTENANCE	REPAIRS	REPLACEMENT
Walls, Ceiling & Floors CONTINUED:			
Ceiling Covering	O	O	O
Floor Structure	O	O	O
Floor Coverings	O	O	O
BASEMENT / FIRST LEVEL:			
Concrete Walls Floor	A	A	A
Modifications	O	O	O
FURNACE & Air Conditioning & CHIMNEY(S):			
Furnace, Humidifier, Filters, Air Cleaners	O	O	O
Heat Ducts, Registers	O	O	O
Air Conditioning Coil & Outside Unit	O	O	O
Fireplace(s)	O	O	O
Interior Flue(s)	O	O	O
Exterior Surface-brick-siding, etc.	A	A	A
Chimney Cap (galvanized)	A	A	A
Chimney Flue Caps	A	A	A
Chimney Flue Screens	N/A	N/A	N/A
PLUMBING & GAS LINES:			
Sanitary & Storm Sewer up to Unit	A	A	A
Interior Sanitary Drains	O	O	O
Main Supply Water Line to Unit	A	A	A
Main Water Supply Line Shut Off Valve	A	A	A
Unit Water Shut Off Valve	O	O	O
Other Water Lines in Walls and Ceilings	O	O	O
Exterior Water Spigots	O	O	O
Faucets, Valves, Toilets, Other Fixtures	O	O	O
Main Gas Supply to in Line Shut Off	A	A	A
In Line Shut Off Valve For Furnaces, Etc.	O	O	O
Other Gas Lines (Dryer, H/W, Stove, Etc.)	O	O	O
UPPER PORCH or BALCONY:			
Decking, Joists, Footing & Posts	N/A	N/A	N/A
Wood and Wrought Iron Railings	N/A	N/A	N/A
OTHER DECKING Specified by Unit Owner:			
Decking, Joists, Footing Posts, Lattice, Steps & Incorporated Privacy Fences	O	O	O
Wood Stairways (pre-installed, original to structure, not modified)	A	A	A
OTHER PATIO / FENCES			
Paver/Concrete Patios & Steps (Added by Unit Owner)	O	O	O
Fencing, Posts, Gates & Incorporated Privacy Fences	O	O	O
Pre-installed Privacy Fences (not-modified or incorporated)	A	A	A
MISCELLANEOUS			
Gutters & Downspouts	A	A	A
Roofs & Roof Vents	A	A	A
Skylights	N/A	N/A	N/A
Sump Pump(s) & Discharge Pipes	A	A	A
TV/Internet & Satellite Dish Cable Wiring	O	O	O
*Attic Insulation	A	A	A
Entrance Porch (concrete)	A	A	A
Garage Floor (concrete)	O	O	O

*Refer to detail in Maintenance Guide