DATE:    July 8, 2010

TO:      All Residents and Owners in the Villas at Mill Run

FROM:    The Board of Directors

SUBJECT: Community Policies and Guidelines

The Association is governed by: (1) the statutory law of the State of Ohio regulating the creation and operation of condominiums, currently Chapter 5311 of the Revised Code of Ohio and HB 135; (2) the Condominium Declaration dated August 30, 1991, prepared under the above law, and the Bylaws included in the Declaration. Each owner is urged to read the Declaration and Bylaws.

REFERENCE GUIDE

Your Board of Directors and Management of the Association prepared this Reference Guide as a quick source of general information about the Association and its Unit Owners. This is not a substitute for the Declarations and By-Laws, which should be read and understood by every unit owner. In the event of a conflict between this handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities should be directed to the Board (c/o the President) or to the Association’s Property Manager. While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes or additions.

THIS DIRECTORY IS FOR THE PERSONAL USE OF THE VILLAS AT MILL RUN RESIDENTS AND IS NOT TO BE DISTRIBUTED TO OTHERS OR USED FOR ANY COMMERCIAL PURPOSES.
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I. BOARD OF DIRECTORS:

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<th>Name</th>
<th>Term</th>
<th>Phone</th>
<th>Email</th>
</tr>
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<tr>
<td>President</td>
<td>Eleanor Block</td>
<td>2010–2013</td>
<td>850-0161</td>
<td><a href="mailto:block.3@osu.edu">block.3@osu.edu</a></td>
</tr>
<tr>
<td>Secretary</td>
<td>Jan Cox</td>
<td>2010–2012</td>
<td>565-0463</td>
<td><a href="mailto:jmcnn@msn.com">jmcnn@msn.com</a></td>
</tr>
<tr>
<td>Treasurer</td>
<td>Pat Papagna</td>
<td>2009–2012</td>
<td>319-3716</td>
<td><a href="mailto:patpapag@aol.com">patpapag@aol.com</a></td>
</tr>
<tr>
<td>Director</td>
<td>Suzanne Nelson</td>
<td>2010–2013</td>
<td>319-800</td>
<td><a href="mailto:snelson31@columbus.rr.com">snelson31@columbus.rr.com</a></td>
</tr>
<tr>
<td>Director</td>
<td>Alex Semons</td>
<td>2010–2011</td>
<td>921-8487</td>
<td><a href="mailto:semons@sbcglobal.net">semons@sbcglobal.net</a></td>
</tr>
<tr>
<td>Director</td>
<td>Guy Susi</td>
<td>2010–2011</td>
<td>876-5538</td>
<td></td>
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The Board has been delegated, in the Bylaws, the responsibility for operation and management of the Association's affairs. The Board consists of six (6) Villas at Mill Run Unit Owners; all elected by fellow Unit Owners at the Annual Association Meeting.

The Board meets monthly as needed to review the Association's finances and operations. Any Unit Owner is welcome to attend these meetings, and may be on the agenda by contacting a board member two weeks prior to the meeting. There is an official Annual Meeting, which is held in the first or second quarter, and two other residents' meetings during the year, the dates of which are set by the Board, to which all residents are invited.

II. BYLAWS

Every Unit Owner received a set of Condominium Bylaws at the closing of their Unit. In its pages are rules and regulations, which govern the Association. Unit Owners should acquaint themselves with those Bylaws as well as the Declaration of Condominium Association, a legal document also received upon closing of the Unit.

III. PURPOSE OF RULES AND REGULATIONS

The purpose of the rules and regulations of The Villas at Mill Run Condominium Association is to establish rules that will allow the community to live within the best environment possible for all. The rules are established pursuant to and are an extension of the Association's Declaration and Bylaws. It is the duty of each Association owner and resident to become knowledgeable of these Rules and Regulations and to observe them.
IV. MODIFICATION OF RULES AND REGULATIONS

The rules and regulations may be amended or modified from time to time, as conditions change, by the Board of Directors.

V. PROPERTY MANAGEMENT

Managing Agent for The Villas at Mill Run Condominiums is Clayman Property Services. June Clayman is the Property Manager for The Villas at Mill Run.

VI. INTERIOR MAINTENANCE

Interior maintenance of the unit is the responsibility of the Unit Owner.

VII. EMERGENCY TELEPHONE NUMBERS

HILLIARD POLICE DEPARTMENT.................................................................911
HILLIARD POLICE DEPARTMENT NON-EMERGENCY.........................876-7321
NORWICH TOWNSHIP FIRE DEPARTMENT...........................................911
NORWICH TOWNSHIP FIRE DEPARTMENT NON-EMERGENCY...........876-7694
EMERGENCY MEDICAL SERVICE............................................................911
CLAYMAN PROPERTY SERVICES...........................................................842-1922
AFTER HOUR EMERGENCY MAINTENANCE ..................................842-1922
COLUMBUS HEALTH DEPARTMENT.....................................................645-7417
VIII. **FINANCIAL MATTERS**

A. **ASSOCIATION DUES**

Association Dues are payable to The Villas at Mill Run Condominium Association on the first of each month. Dues may be sent in pre-addressed envelopes to The Villas at Mill Run or Unit Owners may elect automatic withdrawal from their checking account. A late charge of $10.00 will be added to any account delinquent after the 15th of the month.

B. **RETURNED CHECKS (NSF)**

Any check returned for non-sufficient funds (NSF) will be:
- Charged back to the individual account.
- A $25 handling fee is charged back to the account. All bank service charges will be charged to the account.

D. **DELINQUENCY POLICY ON FEES AND ASSESSMENTS**

- Upon fifteen (15) days delinquent, a $10 late fee will be assessed to the account each month that the account is delinquent.
- If the payment envelope is received and postmarked after the fifteenth (15th) of the month, as late fee will be assessed to the account.
- A lien may be filed upon sixty (60) days delinquent. All legal costs will be assessed to the unit owner.
- After ninety (90) days delinquent the account will be turned over to the Association’s attorney to pursue foreclosure. All legal fees including attorney fees and filing fees will be charged back to the Unit Owner’s account.

IX. **CONDOMINIUM INSURANCE**

The Association’s Board has insured the Condominium Association with State Farm. The policy number is 95-BO-1287-0. This policy provides building coverage of $12,758,400.00. The agent is Chuck Davis (614-764-8500) and the policy manager is Linda Anderson.

It is the responsibility of the Unit Owner to insure the interior of their Unit. Unit Owners should contact their insurance agent for details. It would be prudent for the Unit Owner’s agent to contact the Condominium Association agent for coordination of coverage.
X. COMMON ELEMENTS

A. PURPOSE

The Common Element is for the sole and exclusive use, benefit and enjoyment of the residents for the purposes and in the manner in which such areas and facilities are ordinarily used. No one shall use the Common Elements in such a manner as to disturb others. Common Element is defined as “all of the Condominium Property, except that portion described in the declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting “common elements and facilities.” These areas include, but are not limited to: the pool, the clubhouse, the roofs, the community’s grass areas, roadways, sidewalks, and flower beds. In the case of each unit, Limited Common Elements consist of a contiguous fenced-in patio and the concrete pad and other improvements within the patio, and an exterior parking area immediately in front of the garage serving that Unit. Each such Limited Common Element is reserved for the exclusive use of the owners and occupants of the Unit to which it is appurtenant.

B. DAMAGE

Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by any negligent or intentional act by the Unit Owner, or residents of a unit, or guest of any Unit Owner or resident activity.

C. PERSONAL EFFECTS

Residents are responsible for keeping Common Elements clear of all personal and ornamental articles.

D. ACTIVITY

Excessive roughhousing that may result in damage to the building and/or Common Elements, and loitering is prohibited in the Common Elements area, as is placement of baby carriages, playpens, bicycles, toys, vehicles and benches. Patios areas may be used for their intended purposes.

E. CLOTHES LINES

Clothing, sheets, blankets, laundry of any kind, or other articles shall not be hung or exposed on any part of the Common Elements and facilities not within the bounds of a unit. This also includes all Limited Common Elements such as patios and areas in front of the garages.
F. **EXTERIOR SURFACE OF BUILDINGS (window/window coverings)**
Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings, and no signs, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part of any building without the prior consent of the Association.

XI. **PARKING/VEHICLES**

- No boats, trailers, motor homes, recreational vehicles, trucks (larger than a 3/4 ton pick-up), campers, travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway within the Villas community. Commercial moving vans, when conducting contract business and commercial trucks when in the area to perform service or repair work are the authorized exception.
- RESIDENTS must park: (a) within the garage; (b) in the Limited Common Element in front of the garage door. There is no extended parking in the turnarounds.
- GUESTS must park: (a) within the garage; (b) in the Limited Common Element in front of the garage door or space at the rear of driveway; (c) in spaces at the Community Center; (d) temporarily on the side drives or on the streets if any of the above is not available. Parking is prohibited on the grass.
- Temporary parking for guests is allowed on the side drives and on the streets in such a manner as not to block any resident’s access/egress to the garage or street.
- Regular or continuous parking by residents on the side drives or on the street is prohibited. Temporary parking at the Community Center in the marked-off spaces is for residents using the Community Center and for guests of residents.
- Regular or continuous parking by residents or guests in the Community Center parking spaces is prohibited.
- Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, that are parked in any Common or Limited Common Element for more than forty-eight (48) consecutive hours or blocking a driveway will be towed off the premises at the vehicle owner’s expense.
- No repair work is permitted on vehicles within the Villas community except for short-term emergency work (flat tire, battery charge, etc.). No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any other garage.

**The speed limit within the community is 14 mph.**
**Reckless operation, excessive speed or driving on the lawn areas is prohibited.**
XII. **SWIMMING POOL RULES/COMMUNITY CENTER RULES**

A. **SWIMMING POOL:**

The pool is for the exclusive use of the Villas residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area. The pool rules are:

- **There is no lifeguard.** All persons using the pool and pool facilities do so at their own risk and sole responsibility.
- Children under the age of 18 must be accompanied by an adult resident.
- Guests are limited to six (6) per household, and must be accompanied by a resident at all times.
- The following are **PROHIBITED:**
  - Glass or other breakable items
  - Animals or pets
  - Rafts, inner tubes, large objects in the pool
  - Private pool parties
  - Running, jumping or diving in the pool area.
  - Excessive noise, splashing or loud radios
  - Disruptive behavior in the pool area
- Swimming is permitted only in garments sold as swim wear. Children must be potty trained or wearing a waterproof swim diaper to enter the pool.
- Lounge chairs or tables may not be reserved.
- The pool will be open daily from 9:00 a.m. until 9:00 p.m. during the swimming season. **The pool area is not to be used after closing time.**

B. **COMMUNITY CENTER RULES**

The Community Center is for the private use of the residents of the Villas at Mill Run. It is available for rental to residents for non-profit parties or meetings. The following policy and rules apply:

1. No pets or animals are permitted in the building or pool area.
2. Hours: Sunday through Thursday until 10:00 p.m.
   Friday and Saturday until 12:00 a.m.
   The premises must be vacated by the above noted hours.
3. Exceptions for holidays may be made at the sole discretion of the Board of Directors.
4. Residents may reserve the Community Center with a $175 refundable deposit and a $50 rental fee.
5. Residents renting the Community Center will have exclusive use of the party room and the small room across the hall only.
6. Resident guests may not use the pool or exercise equipment.
7. If music is provided it must be regulated as to not disturb the Community Center neighbors.
8. The doors must not be locked in the open position by the use of the dead bolt. (This causes damage to the trim.)
9. The resident renting the Community Center must be present and is fully responsible for the event.
10. Residents reserving the Community Center are responsible for all clean up, including removal of trash.
11. Repair of damages to the Community Center and any clean up performed by the Association will be deducted from the deposit. If the deposit is not sufficient, the resident will be billed for the difference.

The resident’s name reserving the Community Center and hours of use will be posted on the Bulletin Board Calendar.

XIII. **PETS**

Pet owners are responsible for promptly cleaning up after their animals. The Condominium Common Elements are for the enjoyment of all Unit Owners. These areas cannot be fully utilized if animal wastes are left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions of the Association Declarations and Bylaws.

1. No more than one pet may be maintained in any unit. The pet must not exceed a mature weight of 20 pounds. Notwithstanding the foregoing restriction, if a unit owner, prior to his occupancy of a unit, already has two pets, which are either cats or dogs of a miniature breed who have or will have a combined mature weight not in excess of twenty (20) pounds, and if those two pets are house pets which will not be allowed in the Common Elements, then that owner may request the Board, in writing, for a variance to maintain those two pets and the Board in its discretion may, also in writing, authorize the two pets. Should one of these pets die, the owner shall not be permitted to replace it with a second pet.
2. All pets must be walked on a leash not more than six (6) feet in length.
3. Patio areas must be kept clean and free of pet wastes.
4. No animal pens or houses are permitted on patios.
5. Owners will be assessed the cost for grounds maintenance people to clean up after their pets.
6. The cost of repairing any damage done to Association property by an animal will be a special assessment to the Unit Owner responsible for that animal.
7. Unleashed and/or free-roaming dogs and cats are to be considered "strays". Their behavior is unpredictable and, possibly dangerous. Please report stray dogs to the Franklin County Dog Warden 614-462-3400. Cats may be captured and taken to the Capital Area Humane Society 614-777-7387.
8. Animal wastes must be cleaned up immediately. Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the condominium property upon written notice by the Board.
9. Pets may not be staked out in the Common Element at any time. They may, however, be staked inside the patio.
10. No pets are permitted in the Community Center or swimming pool.
11. Owners are responsible for controlling excessive barking and/or noise created by their pet and monitoring the behavior of their pet(s).
12. Animals defined as “vicious” by State, County or Local legislation are strictly prohibited.

XIV. TRASH COLLECTION

- Trash is picked up by a private contractor employed by the City of Hilliard on Wednesday. When a holiday falls on a Monday, Tuesday, or Wednesday the pick up day will be Thursday (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas).

- All trash/garbage should be kept within the unit in metal or hard plastic closed trash/garbage can(s).

- No trash/garbage is to be placed in front of the units prior to 5:00 pm of the day preceding collection, which is Tuesday. The empty trash cans should be picked up no later than 9:00 p.m. the day of trash collection.

- All trash/garbage placed at the collection area must be in closed plastic trash bags/hard containers. Paper bags or open boxes of garbage/trash are prohibited.

XV. PATIOS

Since the patios and the area in front of the garages are Limited Common Elements, they should be kept neat, clean and in good repair. They may not be used to provide long-term storage of boxes, bicycles, motorcycles, etc. Unit Owners may NOT change the color of any interior or exterior wood in these areas. Other personal property maintained within the patio area will not be visible above the patio fence, with the exception of patio table umbrellas and items noted in Section XIX (Architectural Regulations).
XVI. **USE OF COMMON EXTERIOR SPIGOT**

Residents may use the common exterior spigot for watering lawns or plants but are encouraged to be conservative in their use of water. After each use, garden hoses must be either coiled below the spigot or stored in a proper place. Hoses must be removed and outside spigots tightly shut off by November 15th to avoid freezing.

XVII. **SIGNS WITHIN THE COMMUNITY**

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; and b) on the interior side of the window of a Unit, one professionally prepared sign not in excess of 24 inches x 24 inches in size, advertising the Unit for sale. (Rental sign applies ONLY to 3821 Millstream Drive).

XVIII. **ARCHITECTURAL CONTROL**

1. No modifications, changes, additions, or improvements to the exterior of the Unit buildings, Common Elements and Limited Common Elements may be made without prior approval of the Board of Directors of the Association.

2. Impairment of structural integrity of buildings: Nothing shall be done in any Unit nor in or onto the Common Elements and facilities which would impair the structural integrity or would structurally change any of the buildings.

XIX. **ARCHITECTURAL REGULATIONS**

Nothing shall be permitted to be hung or displayed on the outside or inside of windows (except non-offensive window coverings - must be natural color, white, off white, beige, etc.) or placed on the outside walls of a building or otherwise outside of a unit, and no device or ornament shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized in writing by the Board. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the condominium property, 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 same shall have been submitted to and approved by the Board.

The following regulations have been established by the Board of Directors for items which will be permitted in the community, and for which written approval will not be required. The Board of Directors reserves the right to review each addition for conformity. The addition of any other item not covered here will require review and written approval by the Board of Directors.
1. **WREATHS**
   Within the patio, wreaths made of natural material, no more that thirty-six (36) inches in circumference, may be attached to the chimney (with proper brick/mortar attachment), and one hanging decoration may be placed on the outside of the front door of the Unit.

2. **BIRDFEEDERS**
   One (1) birdfeeder will be permitted per home.
   Bird feeders will be permitted beginning November 1 through April 30.
   - May be placed only within the patio area.
   - May be mounted on a metal post.
   - Post and feeder shall not exceed 7’ in height.
   - Post and feeder to be painted to match the exterior trim, or be painted black.
   - Feeder may not exceed 18” square.

   Residents who prefer to use no-spill type bird feeders may request a variance for use throughout the year.

3. **FLOWER POST/PLANTERS/BASKETS**
   - No flowerpots, planters, or hanging baskets may be attached to any wall, soffit or gutter.
   - Flower pots may be placed in front of the partition between garages, conditioned upon no written complaint by adjoining neighbor, maximum of 2 per unit. Must be earth tone color and made of natural material.
   - May not be placed in any grass area.

4. **ELECTRONIC INSECT KILLERS**
   - May be placed only in patio area.
   - May be mounted on a wood or metal post.
   - Post and Electronic Insect Killer will not exceed 7’ in height.
   - Post must be stained to match exterior trim or be painted black; Electronic Insect Killer to be black.
   - May not utilize an orange, yellow, or bright colored extension cord.
   - Must not disturb any other resident.

5. **HOSE REELS**
   - No more than 18” in diameter.
   - Must be a similar color to exterior siding.
   - Must be properly mounted.
   - May not be more that 2’ off the ground.

6. **WINDCHIMES**
   - Must be located only in the patio area.
   - May not cause annoyance to neighbors.
• Shall be limited to one per home.

7. **FLOWERS**

• Flowers may be planted in the existing garden area outside the patio fence.
• Flowers may not exceed the height of the patio fence.
• The resident who plants the flowers will be responsible for maintaining them.
• All annuals must be removed by November 15th of each year.

8. **WINDOW THERMOMETERS**

• Must be painted to match exterior window trim.
• Shall be limited in size to six inches (6") in diameter.
• Must be mounted within the patio area, to the window frame or attached to the window by suction cup.

9. **LANDSCAPE LIGHTS**

• Fixture to be black.
• May be installed in the existing garden area along the sidewalk.

10. **FLAGS**

• College or Professional sports flags may be displayed on game days.
• The American Flag may be displayed on the permanent attachment of a pole-mounting bracket located inside the patio fence. The American Flag is to be flown following flag protocol.

11. **LANDSCAPE CHANGES/ADDITIONS**

Should residents be interested in adding trees, shrubs or any other permanent landscape material in the Common Element (outside the patio fence), detailed plans must be submitted two (2) weeks in advance of the Board of Directors meeting for review. **THE FOLLOWING ITEMS WILL BE STRICTLY PROHIBITED IN ANY COMMON ELEMENT:**

• Any type yard or lawn ornament.
• Artificial flowers.
• Ornamental rocks or stones.
• No planting (flowers, etc.) in any tree root ball (mulched area around trees).
• Swing sets, laundry poles or clothes lines.
XX. SATELLITE DISH INSTALLATIONS
The following guidelines have been established regarding the installation of satellite dishes.

1. Unit Owners/Residents must provide written notification to the Board of the proposed installation site of a satellite dish. This notification is to be sent to the Management Company, Clayman Property Services 6724 Perimeter Loop Rd. PMB 319 Dublin, Ohio 43017 or via email to claymanproperty@yahoo.com.
2. Once the installation site has been approved by the Board, the satellite dish must be mounted in such a manner as to not obstruct the view of another Unit Owner.
3. Satellite dishes may not be attached to any area of the building that is considered a Common Element (building, roof, etc.).
4. Satellite dishes may be mounted on the back of the patio fence (inside the fence).
5. The Unit Owner/Resident is responsible for all maintenance of the satellite dish components and any damage resulting from the installation and/or removal of the satellite dish.
6. The Unit Owner/Resident must remove the satellite dish, components and mounting apparatus upon cancellation of the satellite dish contract and/or prior to the sale of the Unit.
7. Unit Owners/Residents that install satellite dishes without prior written approval/inspection of the installation site by the Board will be held in violation of this rule and subject to an enforcement assessment of $100.

XXI. HOLIDAY DECORATIONS
Holiday lights and decorations are permitted to be placed in the Common Elements and/or on building exteriors provided the decorations do not damage Common Element trees, roofs, gutters or siding. Christmas decorations may not be displayed before Thanksgiving Day, and must be removed no later than January 7th of the following year. Other holiday lights and decorations may be displayed no earlier than seven (7) days prior to the holiday and must be removed no later than seven (7) days after the holiday.
XXII. CHILD SAFETY AND LIABILITY

Under Ohio law, parents are liable for damage to property caused by their children. Parents are responsible for their children's behavior and safety while playing or congregating in the Common Elements. Very young children shall not play in these areas without adult supervision. Parents should inform their youngsters, and their youngsters' guests, of these rules.

XXIII. MOVING RESPONSIBILITIES

When a unit is sold at the Villas at Mill Run, the buyer is charged a $180 or $195 Association Membership Fee (depending upon the type of unit purchased). This fee is non-refundable and non-transferable. This Association Membership Fee shall be deposited in The Villas at Mill Run Reserve Account and used for the purpose of funding Common element investments of the Association.

The buyer is also charged a transfer fee in the amount of $125.00. This transfer fee provides the buyer with a copy of the Declaration/Bylaws, rules, and a welcome packet. If the seller requires a copy of the rules or the declaration/bylaws before the closing, they can purchase a copy by going to www.condocerts.com or calling Condocerts at 1-800-310-6552.

Envelopes will be mailed to the new owners after closing.

XXIV. GARAGE SALES

- All residents may hold a garage sale limited to one per year per residence.
- All garage sales are to be restricted to the garage of the residence.
- The Unit Owner must notify the Board in writing at least two weeks prior to the sale. No variance is needed.
- The sale must be held on a maximum of two consecutive days.
- Signs advertising the sale are the responsibility of the unit owners. Two signs are permitted; one at the Villas of Mill Run entrance and one near the residence. These must be removed within an hour after the sale concludes each day.
XXV. RENTAL/LEASING

In July 2000, the Villas at Mill Run Condominiums became an owner-occupied community. There is currently one unit in the community, which is a rental. (It was grandfathered in when the Third (3rd) Amendment to the Declarations and Bylaws was passed). The unit is located at 3821 Millstream Drive. The “rental” information listed below applies to THIS UNIT ONLY:

- No Unit shall be occupied by more than two (2) persons unrelated to each other who are not the owners of the subject unit.
- 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 the Rules and Regulations promulgated from time to time by the Board, and shall provide that failure by the lessee to comply with the terms of the Association Declaration and lawful Rules and Regulations shall be a default under the lease.
- To enable the Association to maintain accurate records of names and addresses of Unit Owners, and/or occupants (if leased), each Unit Owner must notify the Association in writing within five (5) days after the interest in that owner’s unit has been transferred to another person, or the Unit has been leased. In addition, each Unit Owner must provide the new owner or tenant a copy of the Association Declaration and a copy of all the Rules and Regulations in effect at that time.
- **Leasable Status** – In the event that the current tenant living in our leasable unit vacates the unit, the unit must be re-leased within 30 days to keep its leasable status. Failure to re-lease the unit within that time frame will mean that the unit must then be owner-occupied only.
XXVI. RULES ENFORCEMENT

The Owner shall be responsible for any violation of the Declaration, Bylaws, or Rules by the owner, guests, or the occupants of his/her unit. All costs for extra cleaning and/or repairs stemming from any violation will, also, be added to the responsible owner’s account.

In addition to any other action and in accordance with the procedure outlined below, actual damages and/or an enforcement assessment of

- $25 for the first offense
- $50 enforcement assessment for the second offense.

A warning letter will first be sent to the unit owner stating the violation, the date of the occurrence of the violation, the remedy of the violation, and a time frame to remedy the violation. If the violation is not remedied within the time period, an enforcement assessment letter will be sent.

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, or 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 the same extent as if it were a lien for common expenses.

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

1. Written notice(s) will be served upon the alleged responsible owner specifying:

   a. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and

   b. A description of the property damaged or violation; and

   c. The amount of the proposed charge and/or enforcement assessment; and

   d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
2. To request a hearing, the owner must mail or deliver a written “Request for a Hearing” notice which must be received by the Board not later than the tenth day after receiving the notice.

   a. If an owner timely requests a hearing, at least seven days prior to the hearing the board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.

   b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board’s decision and any enforcement assessment imposed within thirty (30) days of the Board’s decision and any enforcement assessment imposed within thirty (30) days of the hearing.
## Checklist of Maintenance Responsibilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Owner</th>
<th>Association</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chimney (vents, dampers within units)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Doors: Weather stripping, storms &amp; screens</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Doors: Garage &amp; entry</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(see note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fences: For patio screening</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Heating &amp; Air Conditioning system</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Landscape: Care/replacement of patio shrubs &amp; plantings</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Patio Replacement</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Patio Maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Personal Pipes: Gas, water, sewer (servicing one unit)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(see liability)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage within Unit</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Walls: Interior maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Windows: Frames, glass, screens &amp; storms</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Wiring: Electrical &amp; telephone servicing (one unit)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Chimney: Exterior siding, exposed flue, flashing</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Foundation walls, footing drains</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Garages: Structural maintenance; siding, trim, door (surface refishing)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(see note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Structural Damage: Caused by roof leak etc. (drywall, etc.)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Landscaping: Care of lawns, shrubbery, trees</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Light Fixtures (Exterior)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Painting: Exterior &amp; color selection</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pipes: Servicing more than one unit</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Road &amp; parking area pavement</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Roofs: Shingles, flashing, gutters, downspouts</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Snow &amp; Ice Removal: Roads, driveways and walkways</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Walkways: Sidewalks (exterior to patios)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Walls: Exterior structural maintenance</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

*Note 1:* Surface treatment/finish of the main garage door is performed by the Association as a routine part of exterior maintenance. The treatment, frequency, and cost for same are presented to the Association Unit Owners as a part of the Annual Budget and/or Special Assessments. Replacement, as required, of doors, windows, frames, hardware, etc. is a part of the Unit Owners’ responsibility.
<table>
<thead>
<tr>
<th>PROBLEM</th>
<th>UNIT OWNER</th>
<th>ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Honey</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pavement</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pharaoh</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>CENTIPEDES</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>EARWIGS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>FLEAS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>HORNETS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>INDIAN MEAL MOTHS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>MICE</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>MILLIPEDES</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>OPOSSUMS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>RACCOONS</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>RATS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ROACHES</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>SILVERFISH</td>
<td>X</td>
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</tr>
<tr>
<td>SKUNKS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>SNAKES</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>SPIDERS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>SQUIRRELS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>TERMITES</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>WASPS</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
VILLAS AT MILL RUN CONDOMINIUM ASSOCIATION
VARIANCE REQUEST

APPLICANT NAME ______________________ PHONE ______________________
ADDRESS __________________________________________________________

Please review the instructions below. Variance requests will not be considered unless this form is entirely completed.

1. for Landscape Installations:

   Indicate the type, species and size of plant at maturity. Utilize the back of this sheet to make a sketch of your condominium and the proposed location of the plant material. Be certain to indicate existing plants on the sketch. Also make note of who will install the plant material.

2. for Other Items:

   Indicate the purpose, size, type of material and color of the item. Utilize the back of this sheet to make a sketch of your condominium and the proposed location of the item. Indicate how the item will be installed and who will install it.

I am requesting Approval of a variance from the Condominium Declaration & Bylaws for the purpose of installing:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________