

**~ Village at ~  
Tremont Club Condominium Association**

**HANDBOOK OF  
RULES AND REGULATIONS  
Revised, May, 2014**

## REFERENCE GUIDE

This handbook was adopted by the Board of Directors of The Village at Tremont Club Condominium Association to serve as a quick source of general information about the community, the Condominium Association, rules and regulations by which we shall live, and the governance of the Association. This *is not* a substitute for the Declaration and Bylaws, which should be read by every Unit Owner. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling documents.

Questions about the Association and its activities should be directed to the Board through the Association's Property Manager or your Board Representative(s).

While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes and/or additions.

## MESSAGE FROM THE BOARD OF DIRECTORS

Dear Unit Owners and Occupants,

On behalf of the Board, management and all residents of Occupants of the Village at Tremont Club Condominium Association, we would like to take this opportunity to welcome you.

The Village at Tremont Club Condominium Association is a premier condominium community. Each Unit Owner is important to the overall beauty and uniformity of our community. We are very proud of our community and work hard to maintain property values by carefully attending to the needs of the community and spending its resources wisely.

Like any other association, the best interests of the community always outweigh the interests of the individual Unit Owners.

We look forward to receiving your questions and/or suggestions on how we; as an Association and as a Board, can better serve each and every Occupant. All ideas are welcome.

**Welcome Home!**

THE VILLAGE AT TREMONT CLUB CONDOMINIUM ASSOCIATION  
BOARD OF DIRECTORS  
and REAL PROPERTY MANAGEMENT, INC.

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# **THE BOARD AND THE ASSOCIATION**

## **BOARD OF DIRECTORS**

The names and email contacts of your Board of Directors are listed on the front page of our community newsletter, *The Village View*. Feel free to contact your Board representatives directly, or questions for the Board can be forwarded to Real Property Management, Inc. and it will forward the information on to the Board of Directors.

## **THE BOARD and THE ASSOCIATION**

A Condominium Property is composed of Common Elements and Units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. The Board of Directors has the responsibility for the reasonable operation and management of the Common Elements and the Association affairs. The Board has the authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help reasonably maintain property value.

## **ELECTION**

Bylaws Article IV, Section 4 provides that a candidate for the Board must be a Unit Owner or spouse of a Unit Owner unless the unit is owned by a corporation or partnership.

The Board is presently comprised of 6 Unit Owners or spouses of Unit Owners who are elected during the annual meeting (usually held in June). They serve staggered terms of three years. Each year, 2 Directors will be elected at the annual meeting of the Association to serve a three year term

## **BOARD MEETINGS**

The Board meets as necessary, but in no event less than quarterly, to review the Association's finances and operations. The current Board also plans periodic "Town Hall Meetings" at which community members can ask questions, share concerns, and gain information of interest to Unit Owners.

## **ASSOCIATION MEETINGS**

The annual meeting is in the second calendar quarter of each year, with a minimum of 5 days advance notice. Special meetings of the Association may be called as warranted.

## **COMMITTEES**

Committees may be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will staff committees, with one Board Member being designated as Committee Chairperson. All Unit Owners are encouraged to be actively involved in their community and volunteer for committee appointment. Examples of committees include: Buildings and Grounds, Social, etc.

## **CONDOMINIUM DECLARATION AND BYLAWS**

Every Unit Owner should have received a copy of the Franklin County recorded Declaration and Bylaws at or before the closing on their Unit. The Declaration and Bylaws are the basis by which a common plan of governance for the Condominium Property was created. Each Unit Owner needs to become familiar with the Declaration and Bylaws.

## **PURPOSE OF RULES AND REGULATIONS & THEIR MODIFICATION**

The purpose of the rules and regulations is to establish rules that will preserve our asset (the Condominium Property), control operating and maintenance costs, and provide for a harmonious living environment for all Occupants. The condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire Condominium Property and it is to this end that your Board, pursuant to the Declaration and Bylaws, adopted many of these rules and regulations. The Board may amend the rules and regulations from time to time, as conditions change. Such change will prompt a revision page, or pages, to this handbook that will be issued to each Unit Owner.

## **NON-COMPLIANCE and ENFORCEMENT**

Occupants who have problems with other Occupants with regards to following the rules are encouraged to try to resolve the issues informally.

- A. The owner is responsible for any violation of the Declaration, Bylaws or Rules ("Governing Documents") by the owner, guests, or the occupants, including tenants, of his/her home.
- B. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs to the common elements or other property stemming from any violation will be charged to the responsible owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
- E. Prior to the imposition of a charge for damages to the common elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:
  1. Written notice(s) will be served upon the alleged responsible owner specifying:
    - a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to common elements or other

- property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
- b. A description of the property damage or violation; and
  - c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
  - d. A statement that the owner has the 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 required by Item 1 above.
- a. If an owner timely requests a hearing, at least seven days prior to the hearing, the Board will 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; and
  - b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate the action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The owner will then receive notices of the Board's decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.
3. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

## **REQUEST FOR A HEARING**

Unless a written request for a hearing, signed by the person(s) names as owner(s) in the accompanying correspondence is received by the Board within ten (10) days, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then a completed form (see appendices) must be received within ten (10) days by:

Village at Tremont Club Condominium Association  
c/o Real Property Management, Inc.  
5550 Blazer Parkway, Suite 175  
Dublin, Ohio 43017  
Tel: 614-766-6500 FAX: 614-792-9174  
Web: [www.rpmanagement.com](http://www.rpmanagement.com)

## PROPERTY MANAGEMENT COMPANY

The property management company will distribute the Bylaws and Declaration, Handbooks, Directories and Site Map through the transfer fee procedure to new Unit Owners via the Title Company administering the closing.

### PROPERTY MANAGEMENT COMPANY

The property management company retained by the Board is:

Real Property Management, Inc.  
5550 Blazer Parkway, Suite 175  
Dublin, Ohio 43017  
Tel: 614-766-6500                      Fax: 614-792-9174  
Web: [www.rpmanagement.com](http://www.rpmanagement.com)

## IMPORTANT TELEPHONE NUMBERS

<b>Emergency Police Department</b>	<b>911</b>
<b>Emergency Fire Department</b>	<b>911</b>
Hilliard Police Department	876-2429
Hilliard Fire Department	876-7361
Trash Collection Provider	**subject to change; contact the City of Hilliard
Electric Service (AEP)	1-800-277-2177
Water Service (Water Wise)	1-800-900-9473
Columbia Gas Department	460-2222
Tremont Club Community Concierge	876-5700

## INTERIOR MAINTENANCE, EMERGENCY RESPONSIBILITY

All interior maintenance, including any emergency, is the responsibility of the Unit Owner. If The Property Management Company is called and dispatches a maintenance technician to address an interior emergency maintenance item, the cost for that service call and maintenance is the responsibility of the Unit Owner.

## WHAT TO DO IN AN EMERGENCY

If an emergency arises involving the plumbing, heating or electrical systems, take the following action:

1. Shut down the system affected.
2. Call the appropriate subcontractor or supplier.

3. If the issue is a warranty problem, notify the Builders Warranty Department so that they can follow-up repair work.

Please note that unless a problem is a safety hazard or could cause property damage, it is not an emergency.

## **EMERGENCY & IMPORTANT NUMBERS:**

The following list is not all-inclusive, and reflects contact information for original contractors. The Board, nor the Association, does not endorse or recommend any of these contractors.

Real Property Management: (Our Management Company)	614-766-6500
Schottenstein Real Estate Group <u>Warranty ONLY</u>	614-418-8916
AT&T Telephone Company: (Phone)	800-660-1000
Columbia Gas Company:	800-344-4077
AEP Electric :	800-277-2177
Romanoff Electric: (Electrical Issues)	614-755-4500
Arrow Heating and Cooling (Furnace Issues)	614-229-4328
H&M Plumbing: (Plumbing Issues)	614-491-4880
Whirlpool Appliances: (Appliance Issues)	800-253-1301
2B Secure/ADT: (Security System)	614-348-5387
America's Floorsource: (Tile, Laminent & Carpet)	614-237-3181

Alside Supply: (Windows & Siding)	614-985-4611
MCL Window Coverings: (Blinds)	614-792-6488
Perfection Fabrication: (Corian & Formica Tops)	614-483-5753
Perotta: (Granite Tops)	614-876-7921
Capital Lighting: (Light Fixtures)	614-841-1200
Colby Painting: (Interior Painting)	614-267-6547
Hamilton Parker: (Garage Doors)	614-358-7800
MS Distributors: (Fireplaces)	614-777-1550

## **FINANCIAL MATTERS**

### **ASSOCIATION DUES**

Association Dues are payable to The Village at Tremont Club Condominium Association on the first of each month. Please utilize the provided coupons when paying your Association Dues. Please note that automatic electronic transfer of monthly dues can be arranged through the property management company for your convenience.

A late charge fee of \$37.50 will be added to any account delinquent after the 10<sup>th</sup> of the month. A handling charge may also apply, for which the Unit Owner will be notified.

### **RETURNED CHECKS (NSF)**

Any check returned for non-sufficient funds (NSF) will be:

1. Charged back to the individual account.
2. A \$25.00 handling fee payable to the Association will be charged back to the Unit Owner.
3. Checks will be held until a replacement check has been cleared for payment.

### **DELINQUENCY POLICY ON FEES AND ASSESSMENTS**

Upon the eleventh (11<sup>th</sup>) day of the month, the property management company sends a delinquency notice to the Unit Owner and the Unit Owner's account is assessed a \$37.50 late charge.

Ohio Law provides the application of payments as follows:

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

The Unit Owner's Association voting privileges will be suspended until such time as the account becomes current. The Board will notify the The Master Association of a delinquent account, and the Master Association Board may suspend use of amenities such as the pool or rental of the Clubhouse.

The property management company will handle the Association's delinquent policy.

## **INSURANCE**

### **ASSOCIATION INSURANCE**

The Association will maintain appropriate levels of insurance according to State of Ohio law and the Declaration and Bylaws.

### **ASSOCIATION INSURANCE POLICY**

A copy of the Association's Insurance Policy can be obtained upon request from the property management company for the cost of copying and postage.

## **UNIT OWNER'S INSURANCE COVERAGE**

Unit Owners should consider obtaining individual homeowner's insurance which would provide coverage for personal property and contents.

Your individual insurance coverage should coincide with the Association's insurance policy, which may include loss assessment coverage. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Management Company for the name and telephone number of the Association's Insurance Agent.

ONLY THE BOARD may submit claims against the master insurance policy held by the Association.

## **INSURANCE DISCLAIMER**

The above is provided solely for informational overview purposes only. A Unit Owner is responsible for determining their individual insurance requirements upon consultation with a qualified insurance expert. To assist in that endeavor, a copy of the Association's insurance policy is available from the property management company.

## **UTILITIES**

### **UNIT OWNER RESPONSIBILITY**

Unit Owners are responsible for maintenance and payment of their own gas, electric, cable television, telephone, water and sewer, trash removal and for calling to initiate service on the date of possession. Please note that the electric utilization associated with garage side and overhead garage soffit lighting is on the individual Unit Owner's meter.

### **REFUSE COLLECTION**

The City of Hilliard contracts with an outside vendor to collect trash in the community. Contact the City Of Hilliard for details.

Refuse in receptacles may be placed at the street no earlier than 6:00 pm the evening before collection and the receptacles should be returned to your garages the same day. Collection Day is (to be determined) and collections can begin as early as 7:00 am. During the holiday weeks of Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years, the trash may be picked on the day following the holiday with the exception of Sunday. **Refuse containers shall be returned to the inside of the garage the evening of collection day and may not be stored outside between pick-ups.**

Only trash containers with adequately secured lids, or securely tied garbage bags are permitted for trash removal. Trash receptacles are usually provided by the trash collection contractor. Trash bags that are not placed in containers should be placed out on the morning of the collection day to prevent scattering of the contents by animals or inclement weather. All trash collection must be set out at the end of your driveway, next

to the curb. All trash containers must be placed on one side of the driveway, not both, to facilitate trash pick up and vehicle entrance to the driveway. Occupants are responsible for clean up of trash spillage from their containers.

## **COMMON AND LIMITED COMMON ELEMENTS**

### **DEFINITION OF COMMON ELEMENT**

Except that which is defined to be a Unit, the Common Elements are all of the Condominium Property.

### **DEFINITION OF LIMITED COMMON ELEMENT**

Limited Common Elements are those portions of the Common Elements (the front porch/stoop, rear porch/patio/yard area and driveway area) that serve one Unit and whose use, benefit, and enjoyment are reserved for the Occupants of that unit.

### **PURPOSE OF COMMON ELEMENTS**

The Common Elements are for the sole and exclusive use, benefit and enjoyment of the Occupants for the purpose and manner in which such elements and facilities are ordinarily used. All Unit Owners jointly own the Common Elements, including the Limited Common Elements. No one shall use the Common Elements or Limited Common Elements in such a manner as to disturb others.

### **ACTIVITY ON COMMON ELEMENT**

There shall be no sports activities, lounging, parking of bicycles, carriages, wagons, recreational or equipment vehicles on any part of the common elements except the patio, porch, and/or any Board approved extension of the patio. Unit owners are to demonstrate common courtesy to your adjoining Occupants relative to noise and activities on patios and porches. Party activities on the Common Elements and Limited Common Elements (porches and patios) must be terminated by 10 pm Sunday through Thursday, and 12 am on Friday and Saturday night.

### **DAMAGE TO COMMON ELEMENTS**

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, Occupants of a Unit, or guest of any Unit Owner or Occupant.

### **PERSONAL PROPERTY**

All personal property, such as lawn chairs, bicycles, tables, chairs, etc. may be kept on the patio or in the garage.

Laundry (swimsuits, towels, rugs, etc.) is prohibited to be hung over any patio or porch fence. Clotheslines of any kind are prohibited.

## **MODIFICATION AND ALTERATION**

Any modification or alteration to the Common Element or Limited Common Element requires Board (or Board designee) PRIOR written approval. Examples of modifications include:

- Installation of an open, unenclosed porch or patio
- Planting of trees or shrubs
- Modification of an existing or new installation of mulch beds
- Installation of any hardware to the building structure
- Installation of partitions, fences, or walls

Ohio Revised Code Section 5311.04(G) gives the Board authority to approve or disapprove construction of an open, unenclosed porch or patio within the Limited Common Elements, but prohibits the Board alone from authorizing the construction of any enclosed addition. To construct an enclosed addition requires **unanimous consent of all of the Unit Owners.**

To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a request for an exterior modification.

Exterior and interior modifications and/or alterations that will impair the structural integrity or would structurally change the buildings, units, garages, or grounds are prohibited unless the Unit Owner receives the Board's prior written approval.

Unit Owners desiring modifications or alterations must submit an *Application for Modification / Alteration Form* (see appendices) to the concierge or Management Company complete with plans that detail specifications and clearly show the nature, scope, size, shape, height, materials, color, and location of the desired modification. The proposed modification will be reviewed by a committee and either be approved, denied, or on-hold pending additional information requests.

Reasons for an application to be denied include, but are not limited to:

- Proposed modification interferes or substantially increases Common Element or Limited Common Element maintenance
- Proposed modification is not aesthetically appropriate in that its color, appearance, size, shape, color, materials, or character is not in concert with the character of the Condominium Property

Approval for a modification does not constitute a change as to how the property is being defined – the property remains defined as Common Element or Limited Common Element.

For each approved modification, the Unit Owner or subsequent Unit Owners are responsible for all maintenance and damage repair to the modification or alteration, regardless of how that damage was created. In addition, the Unit Owner or subsequent Unit Owners are responsible for any additional maintenance or repair costs realized by the Association as a direct result of the modification or alteration.

Modifications installed without following the Modification and Alteration approval process will be subject to legal action that may include enforcement assessments, additional work being required to bring the modification into compliance, or complete removal of the modification to the original state.

## **SATELLITE DISH POLICY**

Federal law requires that Unit Owners and Occupants have the right to install a satellite dish only within an area of the owner's exclusive use or control, such as a Limited Common Element. "Common Elements" are, by definition, NOT under the exclusive control of any individual Unit Owner.

The Unit Owner must adhere to all Hilliard Codes and Regulations, or those codes and regulations of other agencies governing such an installation (e.g. the FCC, the Building Dept., the Utility Company, Manufacturer guidelines, etc.). The Unit Owner is must still obtain any and all permits (such as a building permit) that may be locally required by law.

### **Installation Guidelines**

Dishes shall be as small as possible, but in no case larger than 39.5 inches in diameter. The dish must not be affixed to or placed upon any exterior wall, roof, or in the Common Elements. The dish installation must be of quality construction and shall conform to all applicable building codes and manufacturer's specifications.

The Board reserves the right, when installed in the front or side of any unit, visible from the road, to have the dish owner paint the dish in a color that will blend with the surrounding building and / or install landscape screening to hide the dish.

The Association may not require any type of prior approval for the installation of a satellite dish or antenna in the Limited Common Elements. However, the Unit Owner/Occupant must notify the Association of the proposed location, height, and screening materials to be used.

### **Satellite Dish Damage Issues**

The Unit Owner is responsible for any damage to the exterior of the building or Unit caused by the dish installation process.

If any existing landscape, public improvements or utilities are damaged or destroyed during any phase of installation, the Unit Owner must replace and / or repair such damage at their expense.

The Unit Owner is responsible for repair or replacement of any damage resulting from the removal of the satellite dish.

### **Satellite Dish Maintenance Issues**

Satellite dish maintenance and repair are the responsibility of the Unit Owner. The Unit Owner is responsible for any additional Unit maintenance and / or repair costs incurred as a result of the dish installation.

### **PERSONAL HOSE REELS / HOSES**

Personal hose reels and hoses must be stored in the garage or back patio area when not in use.

### **FLOWERS**

Unit Owners are encouraged to plant flowers (annuals and/or perennials), in the mulched Common Elements and/or Limited Common Elements immediately adjacent to their Unit and to the mulched areas around Common Element trees. Planting around common trees that do not have a surrounding mulched element, etc. is prohibited without prior written Board approval.

Prior written Board approval is needed to extend a mulched element, create a new mulch element, or create a garden element.

Maintenance of the flowers is the responsibility of the Occupant, and dead annuals are to be removed at the end of the season. The Association will notify an Occupant of dead annuals that have become unsightly and will provide a 7 day notice for removal. If not removed, the Association will remove the annuals, and the cost for the removal will be assessed to the Unit Owner as outlined in the Non-Compliance and Enforcement section of this handbook.

Standing flowerpots of natural materials or giving the appearance of natural materials are permitted on porches and patios.

Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass areas of the Common Elements of the Condominium property.

### **HANGING FLOWERPOTS**

Hanging flowerpots are prohibited to be attached to any part of the Common or Limited Common Elements, including the outside of any Unit AND the screened porch.

### **PLANTERS, FLOWER BOXES**

Planters, flowerpots or flower boxes are prohibited along the driveway or walkways.

Planter and flower boxes made of natural materials are permitted on the front or rear porch and/or patio.

At the end of the season, planter and flower boxes must be cleared of all annual plant material and neatly trimmed back.

## **BUSH, TREE PLANTING, ETC.**

Prior written approval (**using the appropriate modification request form**) is required before the Unit Owner or Occupant plants any bush or tree. All plantings must be consistent with the existing planted material.

Plantings must be kept watered and trimmed by the homeowners as well as kept from invading the grassy area. Home owners may add topsoil products to enrich their mulch beds at their discretion. If plantings are not properly trimmed and/or maintained, the Board, and/or its property management company, has the right to ask owner to remove such plantings or have them removed at homeowner's expense.

Plants that are "climbing" and/or "vining" are prohibited.

## **DECORATIVE ITEMS (Statues, Bird feeders, Birdbaths, Etc.)**

Statues, statuettes, bird feeders, birdbaths, and decorative art are permitted only in back Limited Common Elements.

Lawn or yard ornaments of any kind are prohibited in common elements. Artificial flowers are prohibited.

## **FRONT PORCH**

**Two** statues or decorative items are permitted on the front porch,

## **STORM DOOR**

The ONLY approved storm door is a **full view glass, white in frame color. A unit Owner may also opt to have a full view glass with a bar in the center.**

## **FLAGS**

The American Flag may be flown or displayed at any time following normal flag protocol. Decorative or seasonal flags, which are in good condition, are also permitted following the guidelines for Holiday and Seasonal Decorations contained in these rules and regulations. School and Team flags may be flown on game day only. Flags, including the American Flag, are prohibited to exceed 3ft x 5ft in size.

The Association is responsible for the installation and maintenance of a permanent flag holder, approved by the Board, at the request of a Unit Owner/Occupant with the following provisions:

1. The Unit Owner/Occupant submits the appropriate Modification Form accompanied by an installation fee of \$45.00 at the time of submission.
2. The style and size of the flag holder will be determined by The Association Board.
3. Placement of the flag holder will be determined by the Board based on Unit model type.

Installation of flag holders by individual Unit Owners/Occupants is prohibited on any

portion of the Common or Limited Common Elements. Any damage created by unapproved installation of a flag holder is the responsibility of the Unit Owner, and repair costs will be passed along to the Unit Owner.

If a Unit Owner does not want an Association flag holder, then the Unit Owner may install ground-mounted flags on poles no taller than 36 inches.

### **WIND CHIMES**

One set of wind chimes is permitted in the rear Limited Common Element with consent of the Unit Owner's/Occupant's immediate neighbors.

### **SIGNS**

One professionally prepared, unlit 'FOR SALE' or 'FOR RENT' sign may be placed inside the window of a unit.

A security system decal may be placed in the window and/or a small sign designed for that purpose may be placed in the garden bed element closest to the front and/or rear door.

Open house directional signs are permitted during the hours of the Open House. All other signs, including political signs, are prohibited.

Graduation or other congratulatory signs are permitted only on the day of the event or celebration .

### **LANDSCAPE LIGHTS**

Landscape lights are **allowed to be installed in the patio and mulch Limited Common Elements** of each Unit. They must be no greater than 24" high and must be of sufficiently low intensity so that the adjacent Occupants are not disturbed. Landscape light frames must be black or brown in color, with lights that are white in color. Flood or spot lights are prohibited (other than holiday lighting).

The Unit Owner assumes all responsibility for the landscape light installation and maintenance. Should the lights be damaged in the normal course of property management, such as through lawn mowing etc., the Unit Owner is responsible for the repair/replacement of the damaged light fixture(s).

### **FRONT DOOR DECORATIONS**

One non-holiday related front door decoration, such as wreath or door hanging, is permitted.

### **PATIO PORCH FURNITURE**

Patio porch furniture must be "outdoor" furniture, and constructed of wood, wicker, wrought iron, or similar appearing materials and neutral in color.

## **GRILLING ON PATIOS AND PORCHES**

The Ohio Fire Code on grilling applies when three or more units are attached. All Village Units are comprised of three or more units.

In accordance with the Ohio Fire Code, gas grills or other types of open-flame devices are prohibited to be used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies or decks. This includes the use of natural gas grills connected to your Unit's gas line.

Violations of this Fire Code should be reported directly to the local Fire Department at the no-emergency number of 876-7361.

## **HOT TUB/SWIMMING POOLS/WADING POOLS**

Hot tubs/swimming pools/wading pools of any kind are prohibited within a Unit, Limited Common or Common Element areas.

## **WINTER CONSIDERATIONS**

**The use of salt on the concrete porches, walks and patios is prohibited. Only Ice-Foe**, a Non-destructive de-icing agent is to be used on concrete. Please refer to the Snow Removal section for details.

## **EXTERIOR SURFACE OF BUILDING/WINDOW COVERINGS**

Except as otherwise provided in this handbook, Unit Owners are not to hang or display any item on the inside or outside of windows or place any item on the outside way of any building.

Unit Owners are permitted to display drapes, curtains, or louvered blinds with solid white backing without any designs, patterns, etc.

An awning, canopy, shutter, or radio antenna is prohibited to be attached to or placed upon the exterior walls or roof of any part of any building without the written consent of the Board of Directors. The following window tinting is permitted: Lumar window film-neutral color and the number is N1040SRCDF.

## **HOLIDAY AND SEASONAL DECORATIONS**

A display of lights and decorations, not causing permanent damage to the building, gutters, and wood trim can be displayed in or on the Limited Common during the holiday season. **Nothing is to be attached to any Common Element. Any damage created by the installation of these holidays decorations is the responsibility of the Unit Owner.**

Holiday decorations and/or lights are prohibited on the Common Elements, such as the front lawn element. Lights may be placed in the trees and/or shrubs, but are not to cause damage to the planting.

Holiday decorations may be displayed 30 days prior to a holiday and must be removed within 30 days after the holiday.

## **GARAGE SALES**

Garage sales and tag sales are specifically prohibited except where endorsed and approved by the Board as a community event.

## **MOVING RESPONSIBILITIES**

If you are moving, the current Unit Owner must to notify the property management company as to whom the new Unit Owner of record is and the closing date. **It is the current Unit Owner's responsibility to make certain that all assessments and fees, etc. are current.**

On the day of moving, your moving trucks etc. are prohibited to interfere with the normal flow of traffic, and all other trucks, refuse collection vehicles, etc. must be able to pass. Try to arrange for your moving date so that it does not conflict with scheduled events such as refuse collection.

## **SNOW REMOVAL**

Reasonable snow removal is managed by balancing the needs of Occupant's' safety, amount of snowfall, snow removal costs, and forecast information. Each snowfall is different and removal actions could be different depending on the amount of snowfall, the duration of the snowfall period, and the weather forecast for the days following the snow event. While it is not possible to define a set of actions to be taken for each snowfall, there are some guidelines that the Board follows for snow removal. They are:

- There must be at least 2 inches of snow on the ground prior to our contractor plowing the roads. If the temperature is forecasted to be above freezing that day or the next, the roadways may be salted instead of plowed.
- Judgment will be used to determine the timing for plowing of a large snowfall. For example, plowing for snowfall of 5 inches over a short period of time may be delayed to wait until the snow stops falling; for the same 5 or more inches over a 2-day period, it may warrant multiple plowings. The forecast also will contribute to the decision making process.
- Plowing driveways will be a judgment call made on a snow event by snow event basis, but typically not for 3 inches or less. When plowed, driveways are always done after roadways are reasonably clear and safe.
- 
- Cars should be parked inside garages to facilitate the plowing of the driveways. Cars parked in driveways interfere with the turning ability of the plow trucks, resulting in the driveway across the street not being plowed.

- Sidewalks are typically NOT shoveled due to the high cost of hand shoveling. Sidewalk shoveling is likely during significant snow events with large accumulations. ***If there are circumstances that require an Occupant to have the sidewalk shoveled, notify any Board member and the issue will be considered.***

Clearing of concrete surfaces should be done by shoveling, or with the use of **ICE-FOE**. **Small amounts** of Ice-Foe can be obtained from Community Concierge, at the Clubhouse, for home emergencies courtesy of the Board.

## **PARKING - VEHICLES**

All parking by Occupants or guest(s) of Occupants must be in the following order:

1. Inside of the garage or garages. Garages are to be used for vehicles and not for storage.

If there is no available space within the garage then please park:

2. Within the limited common element in front of the garage door or in an assigned space.

**There is no parking permitted in the streets in any location due to the safety considerations for emergency vehicles that require full access.**

Vehicles parked in guest parking spaces must be moved every 24 hours and the guest spaces may not be used on a regular basis for a household with multiple vehicles.

Vehicles will not be parked in any manner that blocks any street or driveway, or the ingress/egress to any other Unit Owner's garage. Parking along any street is strictly prohibited. Parking and/or driving on any lawn element are prohibited.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than 1 ton pick-up), campers, travel trailers, etc. may be parked in the driveway for a period no longer than 24 hours without advance written approval by the Board or the Board's representative.

Major vehicular repairs are prohibited on Common or Limited Common Elements. Inoperable vehicles (flat tires, dead battery, expired tags, etc.) are prohibited to be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump etc.).

Unit Owners and their guests must make every effort to protect the Common Element or Limited Common Element paving, such as using wood to distribute jack pressure, while affecting repairs. Unit Owners will be responsible for any damage created. Vehicles with flat tires, expired license tags, parked in a guest parking area etc., inoperable vehicles or vehicles which cannot be identified as belonging to an Occupant,

which are parked in any Common or Limited Common Element for more than 48 hours may be towed and stored off the Condominium Property at the vehicle owner's expense.

Parking of Commercial Vehicles - those vehicles with commercial plates and/or signage -- is prohibited on Limited Common Elements (driveways) or Common Elements (guest parking) at any time, without prior written Board approval. Commercial moving vans and trucks, or other commercial vehicles in the area to perform service or repair work for a Unit Owner or commercial vehicles performing services or repairs requested by the property management company are the authorized exceptions for the length of time necessary to accomplish the service or repair work.

Violation of any of the parking and vehicle operating rules can result in towing and storage, without notice, at the vehicle owner's expense.

## **PETS**

Pet owners are responsible for immediately cleaning up after their animals. The Common Elements are for the enjoyment of Unit Owners and Occupants. These elements cannot be fully utilized and enjoyed if animal wastes are left on the grounds. Pets are prohibited to run uncontrolled. Leashes must be held in hand and no animal may be off a leash as that animal, even if very docile, can represent an annoyance to, or perceived threat by an Occupant. The following clarifies the rules governing pets:

Animals other than those classified as Household Domestic Pets are prohibited. The number and size of the household domestic pets are subject to reasonable limitations. Pets are prohibited to be bred or maintained for commercial purposes.

All pets must be on a hand-held leash **at all times** when in the Common or Limited Common Element.

Animal houses or pens are prohibited on patios, porches, and Limited Common or Common elements.

Pets are prohibited to be tethered (tied, chained) outside on the lawn, patio, porch, Common Element.

**Animal wastes must be cleaned up immediately.** Pet Owners failing to immediately clean up after their pets may be assessed the costs for grounds maintenance people to clean up after their pets. Pet 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 from the Board.

The cost of repairing any damage done to Common Elements or Association Property by an pet such as to siding, lawn, garden, etc., will be a special assessment of the Unit Owner responsible for that pet, including damage to the common caused by urination in the same location.

In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of \$25 for each offense, after the first warning notice.

## **LEASING OF A CONDOMINIUM**

The number of Occupants may be limited by local housing, health, and other agency regulations. Units are prohibited from being used for any purpose other than that of a residence for individuals living as a single housekeeping unit. A Unit is prohibited from being used as a group home, commercial foster home, etc.

Violations of any of these regulations should be reported to the appropriate agency or local police department.

The Board has promulgated the following rules regarding leasing:

Unit Owners are responsible for tenant violations of the Bylaws, Declarations, and rules and regulations. The Unit Owner is responsible for rules violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.

A copy of the tenant's lease is to be provided and recorded with the property manager. The Unit Owner must provide the management company with the following information before the tenant takes up residence:

- a. Copy of the lease
- b. Full name(s) of the tenant(s)
- c. Names of all Occupants of the Unit
- d. Telephone number of the tenant(s)

The lease document must contain a clause making it subject to the covenants and restrictions in the Declarations, Bylaws and Rules.

The Board will only consider tenant's requests, complaints, or observations that have been brought to the attention of the Board and/or the Board's representative(s) by the Unit Owner.

Except in the case of emergency, all tenant inquiries will be directed to the Unit Owner or Unit Owner's agent.

## **CLUBHOUSE**

See Master Association Handbook.

## **SWIMMING POOL RULES**

See Master Association Handbook.

## **EXERCISE ROOM RULES**

See Master Association Handbook.

**Complaint Registration**

**PARTY BEING COMPLAINED ABOUT:**

Association Name \_\_\_\_\_  
Name (if known) \_\_\_\_\_  
Address \_\_\_\_\_  
Date and Time problem occurred \_\_\_\_\_

**NATURE OF DECLARATION VIOLATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL COMMENTS:**

Please include any additional comments that will assist us in the enforcement of the above mentioned violation:

\_\_\_\_\_  
\_\_\_\_\_

**UNIT OWNER FILING COMPLAINT ~**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Work number \_\_\_\_\_ Home number \_\_\_\_\_  
  
Signature \_\_\_\_\_  
  
Date \_\_\_\_\_

*Please remit this completed form to:*      **REAL PROPERTY MANAGEMENT, INC.**  
5550 Blazer Parkway, Suite 175  
Dublin, Ohio 43017  
Or  
Fax: (614) 792-9174

# Application for Modification / Alteration

Unit Owners desiring a modification or alteration to a Common Element or Limited Common Element must complete this Application for Modification /Alteration Application. Once completed, the form and associated supporting documents must be submitted to the Concierge or Property Management Company for eventual review.

The application must be approved before the project is started. Please check the Village Rules and Regulations and the Governing Documents for specifics pertaining to your Association and note that any and all alterations / modifications must be approved the Board or Board designee. Applications submitted without adequate information will be returned without review and approval.

Complete the following information below and attach two (2) copies of the appropriate plans, drawings, and / or literature to:

Concierge Village at Tremont Club 5700 Tremont Club Drive Hilliard, Oh 43026	or	Real Property Management, Inc. 5550 Blazer Parkway, Suite 175 Dublin, Oh 43017
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Name \_\_\_\_\_

Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_

Type of Alteration / Modification:     Patio         Satellite Dish         Other

Est. Start Date \_\_\_\_\_ Est. Completion Date \_\_\_\_\_

Date Submitted \_\_\_\_\_

**Briefly describe the alteration(s) requested:**

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Be sure to read the governing documents for the Association and complete one of the attached checklists before you submit your application for approval. Any application that deviates from the approved plans may be subject to legal action by the Association. Allow at least 30 days for reviews to be completed.

Your application for Alteration / Modification:	
<input type="checkbox"/>	Has been approved as submitted
<input type="checkbox"/>	Has not been approved
<input type="checkbox"/>	Has been approved with the following provisions:
_____	
_____	
_____	
_____	

# **Application for Modification /Alteration Requirements and Checklist for Patios**

## **Requirements regarding the extension of patios**

Due to the high visibility and permanent nature of patios, the installation of new patios must be tightly controlled. New patios in the Village at Tremont Club must conform to the following:

- Materials of construction must be concrete, paver blocks, or stone.
  - If concrete is the chosen material, it must be neutral in color or tinted uniformly with an earth tone shade.
  - Paver blocks or stone should be earth tones that are complimentary with the existing building colors and shades.
  - Due to the multitude of building configurations, it is not practical to specify allowable exact patio sizes. Patio sizes and configurations will be a priority review item with respect to aesthetics, functionality, the surroundings, and architectural integrity.
  - For patios that will have aboveground exposed edges, a landscape plan must be included that should focus on shielding the exposed edges. The landscape plan should include a mulch bed edge containing annuals, perennials, or shrubs.
- For patios flush installed flush to the ground, surrounding elements (grass, partitions, etc.) should be included on all drawings.

## **Checklist for Modification / Alteration Application for New Patios**

- Completed copy of the Modification / Alteration Application
- Two (2) sets of drawings that show “to scale” dimensions and location of the proposed patio, including all existing surrounding structures.
- One set of drawings or literature specification of all materials or equipment being used in the installation of the patio. Must clearly show the material of construction, finish, and color(s).
- For patios with above-ground exposed edges, a landscape plan should be included that includes:
  - Existing and proposed trees
  - Proposed tree / vegetation removal
  - New plant materials list
  - Location of new plants

## **Process for Modification / Alteration Application for New Patios**

1. Complete the Application and obtain the required checklists (above)
2. Submit the application and documentation to either address on the Application page
3. The Unit Owner will be advised of the next committee review meeting; at that meeting, the Unit Owner will be given the opportunity to present the modification. Ensuing dialogue at the review meeting will determine if the application is approved or further actions required. Once all concerns are addressed, the Unit Owner will be notified of the approval or other outcome.

# Requirements and Checklist for Installation of a Satellite Dish

## Requirements

- Dish must be smaller than 39.4 inches in diameter
- Dish must be neutral in color
- Cannot be attached to any part of the unit including wall, roof, porch, etc.
- Dish quality must conform to all local codes
- Dish installation must conform to manufacturer's specifications
- Landscaping may be required to shield the dish from neighboring units

## Checklist

- Completed copy of the Notification to Install
- Two (2) sets of drawings that show "to scale" dimensions and exact location of the proposed dish installation, including all existing surrounding structures.
- One set of drawings or literature specification of all materials or equipment being used in the installation. Must clearly show the material of construction, finish, and color(s).
- Landscaping plan that shields the dish from neighbors' views and includes
  - Existing and proposed trees
  - Proposed tree / vegetation removal
  - New plant materials list
  - Location of new plants

# **Application for Modification /Alteration Requirements and Checklist for Other Modifications**

## **Requirements**

Use this form for Modification / Alterations that are not patios

## **Checklist for Modification / Alteration Application for Other Modifications**

- Completed copy of the Modification / Alteration Application
- Two (2) sets of drawings that show “to scale” dimensions and exact location of the modification, including all existing surrounding structures.
- One set of drawings or literature specification of all materials or equipment being used in the installation. Must clearly show the material of construction, finish, and color(s).
- Landscaping plan that includes
  - Existing and proposed trees
  - Proposed tree / vegetation removal
  - New plant materials list
  - Location of new plants

## **Process for Modification / Alteration Application for New Patios**

1. Complete the Application and obtain the required checklists (above)
2. Submit the application and documentation to either address on the Application page
3. The application will be reviewed at the next committee review meeting. This review may result in approval or additional questions. The Unit Owner will be advised of the result of the review. Once all concerns are addressed, the owner will be notified of the approval or other outcome.

# Unit Owner Information Request

Ohio Law 5311.09(A) (2) mandates that within 30 days of ownership, the Unit Owner must notify the Association of the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner(s) and all Occupants of the unit, and the name, business address, and business telephone number of any person who manages the Unit Owner's Unit as an agent of that Unit Owner.

**Please fill in all the information that applies and return to:**

**Real Property Management, Inc.  
5550 Blazer Parkway, Suite 175  
Dublin, Ohio 43017**

DATE \_\_\_\_\_

NAME OF ASSOCIATION \_\_\_\_\_

UNIT OWNER NAME(S) \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDRESS \_\_\_\_\_

MAILING ADDRESS *(other than unit address, if applicable)*

\_\_\_\_\_

HOME PHONE(S): \_\_\_\_\_ CELL PHONE(S): \_\_\_\_\_

EMAIL ADDRESS *(optional)*: \_\_\_\_\_

BUSINESS MAILING ADDRESS (ES): \_\_\_\_\_

BUSINESS PHONE(S) \_\_\_\_\_

VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

IN THE EVENT OF ANY EMERGENCY, CONTACT:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

IS THIS A RENTAL PROPERTY? YES: \_\_\_ NO: \_\_\_ IF YES, PLEASE PROVIDE

A COPY OF THE CURRENT LEASE.

UNIT MANAGER/AGENT NAME: *(If applicable)*

BUSINESS PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**PLEASE LIST BELOW ALL PERSON(S) CURRENTLY OCCUPYING THE UNIT**

*(i.e. Children, Relatives, Room-mates, Renters)*

1. OCCUPANT NAME(S): \_\_\_\_\_  
OCCUPANT HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_  
OCCUPANT BUSINESS PHONE(S): \_\_\_\_\_  
OCCUPANT BUSINESS ADDRESS (ES): \_\_\_\_\_  
VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_  
COLOR: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

1. OCCUPANT NAME(S): \_\_\_\_\_  
OCCUPANT HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_  
OCCUPANT BUSINESS PHONE(S): \_\_\_\_\_  
OCCUPANT BUSINESS ADDRESS (ES): \_\_\_\_\_  
VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_  
COLOR: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

2. OCCUPANT NAME(S): \_\_\_\_\_  
OCCUPANT HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_  
OCCUPANT BUSINESS PHONE(S): \_\_\_\_\_  
OCCUPANT BUSINESS ADDRESS (ES): \_\_\_\_\_  
VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_  
COLOR: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

3. OCCUPANT NAME(S): \_\_\_\_\_  
OCCUPANT HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_  
OCCUPANT BUSINESS PHONE(S): \_\_\_\_\_  
OCCUPANT BUSINESS ADDRESS (ES): \_\_\_\_\_  
VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_  
COLOR: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

# DIRECT DEBIT AUTHORIZATION

Complete and return the application below to:

**Real Property Management**  
**5550 Blazer Parkway, Suite 175**  
**Dublin, Ohio 43017**  
**Fax 614-792-9174**

**INCLUDE A VOIDED CHECK, OR PHOTOCOPY OF YOUR CHECK.** *Please do not substitute a deposit slip for voided check; the routing number may differ and cause your debit to be rejected.*

Payments will be withdrawn on the 5<sup>th</sup> of each month, or the first business day thereafter. Thank you for using your Association's direct debit option!

Unit Owner Name \_\_\_\_\_ **KEEP THIS PORTION**

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Bank routing number: \_\_\_\_\_ Account number: \_\_\_\_\_

Start direct debit of payments in (month) \_\_\_\_\_

Checking  Savings

I authorize my Association to initiate entries to the account listed above to make my monthly association fee payment plus return charges when applicable. I will notify Real Property Management, in writing, if at any time I decide to cancel the service.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Monthly Fee \_\_\_\_\_

Name: \_\_\_\_\_ **RETURN THIS PORTION**

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Bank routing number: \_\_\_\_\_ Account number: \_\_\_\_\_

Start direct debit of payments in (month) \_\_\_\_\_

Checking  Savings

I authorize my Association to initiate entries to the account listed above to make my monthly association fee payment, plus return charges when applicable. I will notify Real Property Management, in writing, if at any time I decide to cancel the service.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Monthly Fee \_\_\_\_\_

# REQUEST FOR A HEARING

Unless a written request for a hearing, signed by the person(s) named as Unit Owner(s) in the accompanying correspondence is received by the Board within 10 days, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then this completed form must be received within ten days by:

Village at Tremont Club Condominium Association  
c/o Real Property Management, Inc.  
5550 Blazer Parkway, Suite 175  
Dublin, Ohio 43017  
Tel: 614-766-6500 FAX: 614-792-9174  
Web: [www.rpmanagement.com](http://www.rpmanagement.com)

-----  
I, \_\_\_\_\_, request to be scheduled for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven days in advance.

I believe the enforcement assessment should not be imposed because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (if more than one)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name and current address and phone number

