

# Hearthstone

## Handbook of Rules and Regulations



### Reference Guide

This Reference Guide was prepared by the Board and Management of the Association as a quick source of general information about the Association and its Unit Owners. This is not a substitute for the Declaration 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 Management Company). 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 Hearthstone owners and residents and is not to be distributed to others or used for any commercial purposes.*

**January 2007**

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## **General Information**

<b>Board of Trustees:</b>	(Revised January 2007)
Marie Anthony	President
Diane Mazaris	Vice President
Tyler Congdon	Secretary/Treasurer
Hisam Najib	Trustee
Alicia Tennis	Trustee

The Board has been delegated, in the By-Laws, the responsibility for operation and management of the Association's affairs. The Board consists of six (6) Hearthstone Unit Owners, all elected by fellow Unit Owners at the Annual Association Meeting. The Board meets as necessary 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 the management representative two weeks prior to the meeting. You may call the management company to find out the time and place of the next meeting. All meeting dates and times are published in the meeting minutes sent out to all owners.

The following rules and regulations supersede all previously published or announced rules and regulations.

**By-Laws** - Every Unit Owner received a set of the Condominium Declaration and By-Laws at the closing of their Unit. In its pages are the rules and regulations which govern the Association. You should acquaint yourself with the Declaration and By-Laws. If you do not have a copy, a copy can be obtained from your management company for \$30.

**Purpose of Rules and Regulations** - The purpose of the rules and regulations of Hearthstone 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 By-Laws. It is the duty of each Association owner and resident to become knowledgeable of these Rules and Regulations and to observe them.

**Modification of Rules and Regulation** - The Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Trustees.

**Rules Enforcement** - Any resident of the community may file a complaint citing a violation of these rules and regulations. A letter of complaint appropriately documenting the violation should be mailed to the management company. The complaint will be investigated and processed for further action. Residents who fail to comply with the rules and regulations will be sent a warning reminder of the violation. If it reoccurs, or is not corrected after the notice is received, the owner of the condominium will be assessed a fine.

**Property Management** - Managing Agent for Hearthstone Condominiums is the Case Bowen Company and the Property Manager is David Blum.

**Maintenance Requests & Responsibilities** - To report maintenance problems; call the Case Bowen Company during normal business hours Monday - Friday at 614-799-9800 ext 16. All emergency after hours calls are handled through the answering service. E-mail: [dblum@casebowen.com](mailto:dblum@casebowen.com).

**Leases** - All offsite/nonresident owners are required, as per the Condominium Declaration and By-Laws, to have a copy of their lease on file with the management company. Management should also be notified of tenants names and phone numbers. It is the responsibility of the owner to provide a copy of the Hearthstone Handbook of Rules and Regulations to tenants.

**Moving Responsibilities** - It is the old owner's responsibility to give a copy of the **Association Rules and Regulations, the Declaration and By-Laws, and pool/laundry keys** to the new owners. If you do not have the Declarations and By-Laws, the management company will provide you with a set for a \$30 charge. The key can be replaced for \$20. Rules and Regulations will be provided upon request. If you are moving, it is very important to contact the management company. Let them know who will be the new owner of record and your closing date. **It is the old owner's responsibility to make certain all condominium dues are current.**

**Interior Maintenance** - Interior Maintenance is the responsibility of the unit owner. The Hearthstone Condominium Association is not responsible for interior maintenance expenses.

### Checklist of Maintenance Responsibilities

Description	Owner Responsibility	Association Responsibility
Chimney (vents, damper within unit)	X	
Doors: Weather-stripping, Storms & Screens (Flat Steel door)	X	
Doors: Garage & Entry**	X	
Fences: For Patio Screening		X
Patio Gate		X
Heating & Air-conditioning System	X	
Landscaping: Care & Replacement of Patio Shrubbery and Plantings	X	
Patio Replacement (concrete)	X	
Patio Maintenance	X	
Personal Pipes: Gas, Water, Sewer, Servicing One Unit	X	
Property Damage Within Unit*	X	
Walls: Interior Maintenance	X	
Windows: Frames, Glass, Screens & Storms	X	
Wiring: Electrical & Telephone Servicing One Unit	X	
Foundation Walls, Footing Drains		X
Garages: Structural Maintenance, Siding, Trim, Door (surface finishing)*		X
Interior Damage: Caused by Roof Leak, etc. (drywall, etc)	X	
Landscaping: Care-of Lawns; Shrubbery, Trees		X
Common Area Lighting		X
Exterior Unit Light Fixtures/Bulbs	X	
Light Bulbs	X	
Painting: Exterior & Color Selection		X
Pipes: Servicing More Than One Unit		X
Road & Parking Area Pavcment		X
Roofs: Shingles, Flashing, Gutters, Downspouts		X
Snow Removal: Roads, Driveways, Walks, Stoops		X
Walks: Sidewalks		X
Walls: Exterior Structural Maintenance		X
Sewer backup (created by resident)	X	

*\*Included but not limited to damage that is caused from exterior.*

*\*\* Painting of garage/entry doors will be completed when the entire property is painted. Should the garage/entry doors require painting before this time, it would be the Owners responsibility.*

### Checklist of Responsibility for Nuisance Animals

Problem	Owner Responsibility	Association Responsibility
Ant: Carpenter	X	
Honey	X	
Pavement	X	
Pharaoh	X	
Bees: Honey		X
Wood	X	
Centipedes	X	
Chimney Varmints	X	
Earwigs	X	
Fleas	X	
Groundhogs		X
Hornets		X
Indian Meal Moths	X	
Mice	X	
Millipedes	X	
Opossums		X
Raccoons		X
Rats	X	
Roaches	X	
Silverfish	X	
Skunks	X	
Spiders	X	
Squirrels		X
Termites	X	
Ticks	X	
Wasps (exterior nest)		X

#### Important Telephone Numbers

Police Department	911
Fire Department	911
Columbus Health Department	645-8191
Columbus Heavy Bulk Pick-Up	645-8774
Swimming Pool Pay Phone	451-9085
Case Bowen Company	799-9800

## **Financial Matters**

**Association Dues** - Association dues are due and payable to Hearthstone Condominium Association on the first day of each month. A late charge of \$30.00 will be added to any payment postmarked or received after the 10th. Automatic withdrawal from your checking account can be arranged by owner request. All payments must be sent to:

**Hearthstone Condominium Association  
c/o Case Bowen Company  
5940 Wilcox Place Suite B  
Dublin, OH 43016**

**Returned Checks (NSF)** - Any check returned for non-sufficient funds (NSF) will be charged back to the individual account. A \$30 handling fee payable to Hearthstone Condominium Association will be added to the account. Checks will be held until a replacement check has been cleared for payment.

### **Delinquency Policy on Fees and Assessments**

1. Upon ten (10) days delinquency, a delinquency notice is sent by the management company and the unit owner's account is assessed a \$30 late charge.
2. A lien is automatically filed when a unit owner owes \$500. The delinquent owner's account is charged a filing fee of \$50. The unit owner is sent a monthly statement until payment is made.
3. Foreclosure action may be taken when the fees are in arrears by \$500. If a foreclosure is initiated, Attorney fees are also added to the unit owner's account. Any additional fees are added to the delinquent unit owner's account and are recouped by the Association after adjudication or settlement.
4. All fee payments made to a unit owner's account after the account balance becomes delinquent will apply to the oldest outstanding balance. Late charges will continue to be assessed on current months until the account is current.
5. All delinquencies are published in the quarterly meeting minutes.

The Case Bowen Company, managing agent, handles these delinquency policy actions.

**Condominium Insurance** - The Association will maintain appropriate levels of insurance according to State Law and the Condominium Declaration and By-Laws.

**Utilities** - Residents are responsible for maintenance and payment of their own electric, cable television, telephone, and for calling to initiate service on the date of possession. The Condominium Association pays for water, sewer, trash, and common street lighting.

**Refuse Pick-up** - The City of Columbus, Department of Refuse, handles collection. Refuse should be placed in the dumpsters located throughout the community. Place no large items outside of the dumpster enclosure. Large items may be placed on the concrete pad in the rear of the property. This area is for bulk pickup only for items such as furniture, mattresses, appliances, etc. To schedule a bulk pickup for your items or for any questions regarding collection or recycling, call the city at 645-8774. You must arrange for a private hauler to pick up refrigerators or air conditioning units. The city will not dispose of them for you.

## **Common Areas**

**Purpose** - The common area 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 areas in such a manner as to disturb others. All unit owners own the common areas. No unit owner has any authority to change or modify this area unless he/she has the proper written permission from the Board. The common area includes all areas of the grounds except for the porch and patio (limited common areas).

**Damage** - Unit owners are responsible for the maintenance and repair resulting from damage to the common areas 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** - There shall be no playing, lounging, or parking of baby carriages, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the common area except that patio areas may be used for their intended purposes.

**Personal Effects** - All personal property, such as lawn chairs, bicycles, tables, etc., must be kept inside the patio area. The following items will be strictly prohibited at Hearthstone: Trashcans, artificial flowers, mounted hose reels, swing sets, laundry poles or clothes lines. Laundry, swimsuits, towels, rugs, etc. may not be hung over any patio fence. Personal property must not be visible above the patio fence - with the exception of patio umbrellas, chair backs, and bird feeder poles/posts.

**Exterior Surface of Building** - Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside wall of any of the buildings. No sign, ornament, awning, canopy, shutter, radio or CB antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls, doors, fences, or roof or any part of any building without the prior written consent of the Board of Trustees.

**Window/Window Coverings** - Nothing shall be permitted to be hung or displayed on the inside of windows except non-offensive window coverings (blinds or drapery linings must be beige or white).

**Architectural Control** - Modifications, changes, additions, or improvements to the exterior of the unit buildings, common grounds, and limited common grounds, may not be made without prior written approval of the Board of Trustees. Nothing shall be done in any unit nor in or onto the Common or Limited Common Areas and Facilities that would impair the structural integrity or would structurally change any of the buildings. Plans and specifications showing the nature, kind, shape, height, materials, color, and location of changes or alterations need to be submitted before approval can be granted (New doors and windows must be Board approved..

**A fine of \$500.00 per violation and per occurrence of architectural control items as noted in section 20 of the Declarations and Bylaws will be assessed to any owner who does not seek prior written permission for all exterior improvements or internal structural changes prior to any work commencing.** The fine will not preclude the board from demanding the change or removal of the violation. The Board in the past has forced owners to remove recently installed windows and replace them with an approved window at considerable cost to the individual. It is advised that residents/owners contact the management company with any planned improvements in advance of doing any work in order to avoid such fines or replacement costs.

**Storm Door** - The only approved storm doors are to match the color of the trim of the building. The door and trim must be painted to match. Door can be either a full view or a self-storing full view.

**Landscape** - If you are interested in adding trees, shrubs, or any other permanent landscape material in the common area or patio area, detailed plans must be submitted in writing and approved before commencement of the work.

**Signs within the Community** - No signs will be permitted, except as follows: One professionally prepared "For Sale or For Rent" sign may be placed in a window. Security system decals may be placed in the window and/or a small post designed for that purpose might be put in the garden bed area closest to the front door. No real estate signs are permitted in any common areas. Open house directional signs (5) are permitted for the day of the open house only and must be removed when open house is over.

**Solicitation and Garage Sales** - Solicitation by commercial enterprises is not authorized at Hearthstone. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Condominium Association as regards to a community activity.

## **Common Areas (Continued)**

**Holiday Decorations** - A reasonable display of lights/decorations not causing permanent damage to the building, gutters, or stucco can be displayed during holiday seasons.

**Bird Feeders** - All bird feeders must be in the limited common area (patios). Residents who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris, which falls to the ground. The bird feeder must be of freestanding style (not attached to walls or trees), except on the interior of patio fences.

**Flowers/Flower Pots/ Planters/Baskets** - Owners are encouraged to plant flowers (annuals and perennials) and foliage in the mulched common areas immediately adjacent to their unit. Flowers may be planted inside the patio fence or directly outside the patio fence in the existing mulched common area. Maintenance of the flowers is the responsibility of the resident, and dead annuals are to be removed at the end of the season. The Association will remove annuals that are not maintained during the growing season and become unsightly, and a cost will be assessed to the resident for the removal.

**Personal Hose Reels/Hoses** - Personal hose reels and hoses must be stored in the garage or on the patio when not in use. In the winter months all hoses must be removed from the spigot as to avoid freezing.

**Landscape Lights** - Landscape lights may be installed in the patio area only.

**American Flags** - The American Flag may be flown or displayed at any time following normal flag protocol.

**Tennis Courts** - The tennis courts are for residents and guests use only. Residents must accompany all guests. An adult must accompany children under 14 years of age. Parents are responsible to control their children's behavior. No roller blades, skateboards, bicycles, or battery-operated toys are permitted on the tennis courts at any time. No pets are permitted on the tennis courts. Proper footwear must be worn at all times (tennis shoes only). Improper conduct will not be tolerated or permitted. The tennis courts will close at 10 p.m. daily. Association fees must be current to use the tennis courts. Owners/residents will be responsible for any damage done to the tennis courts by owners/residents or guests or invitees.

### **Architectural Rules for Satellite Dishes**

1. You must notify the board of installation plans.
2. Dishes shall be one meter (39 inches) or less in diameter.
3. The dish installation shall be of quality construction, and shall conform to all applicable building codes and manufacturer's specifications. Specifically, dishes shall be properly grounded according to applicable codes and manufacturer's specifications.
4. All cables and wires shall be routed in a manner such that they are not easily visible from neighboring units or from the street.
5. Dishes shall be installed in the rear of the unit, on a post set in the ground within the fenced area not to exceed a height of 3 feet.
6. If installation of the dish in accordance with Section 4 would prevent adequate signal reception, the dish may be installed on the side of the unit, if the unit is an end unit, set on a post not to exceed a height of 2 feet, within a newly created or existing plant bed screened by plant material.
7. If the installation of the dish in accordance with both Sections 4 and 5 would prevent adequate signal reception, the dish may be installed in the front of the unit, in a plant bed on a post not to exceed 2 feet in height and screened by current plant material, or if necessary, additional plant material.
8. Under no circumstances is the dish to be attached to either the roof of the unit, the roof of the garage, or the chimney.
9. The board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.
10. The board reserves the right to specify the specific location where the dish is to be mounted, provided that signal reception is adequate in that location.
11. The owner of the unit shall be responsible for any damage to the unit caused by the dish or the installation process.

## Swimming Pool

1. All persons using the pool and pool area do so at their own personal risk and sole responsibility. We strongly suggest that no one swim without another capable swimmer present. Hearthstone Condominium Association (of which all owners are members) assumes no responsibility for any accident or injury in connection with any use of the pool or deck area. For the privilege of enjoyment and use of the pool or deck area, all persons hereby release and discharge the Association from any and all liability for any and all damages arising from the use or operation of the pool or any portion of its facilities.
2. For the protection and safety of all persons, no child under the age of fourteen (14) years of age shall be permitted in or around the pool area without an adult Owner/Resident being present.
3. The pool and pool area is available to all Owner/Resident members in good standing\* and their guest only. Guests are limited to four per unit on weekdays and two per unit on Saturday, Sunday, and Holidays. A resident owner must accompany guests at the pool at all times. Limitations on the number of guests is imposed to ensure that no Owner/Resident is denied use and enjoyment of the pool facility at any time due to an excessive number of guests occupying the pool and deck area.

**\*An Owner/Resident in good standing is one whose dues and assessments are paid in full, and who is not in violation of any other rules, etc.**

4. Animals or pets are not permitted in the pool and/or deck area at any time.
5. Glassware, glass bottles, breakable items, etc., are not permitted in the pool/deck area. All trash must be placed in the containers provided.
6. Swimming is permitted only in garments sold as swimwear.
7. Listening to music at the pool must be kept at a reasonable level in order not to disturb residents.
8. To avoid accidents and prevent objectionable noise, users of the pool and deck area shall not dive, run, or cause excessive splashing. The only water toys permitted are those designed for pool use.
9. Pool chairs/loungers/tables cannot be reserved due to the limited number available. Once you leave the pool area, chairs/loungers/tables are open for use by others in the pool area. Owners/Residents are permitted to bring their own lounge chairs to the pool area if all available loungers are in use.
10. Private pool parties are not permitted since by definition they deny all other Owner/Residents continued use and enjoyment of the pool and deck area.
11. Cooking in the pool and deck area is not permitted except for events planned and sponsored by Hearthstone to which the Owners/Residents are invited. Food items may be brought to the pool area; however, please keep any food and trash from entering the pool or remaining on the concrete deck areas. This is necessary to ensure proper operation of the pool filtering system and to avoid unsanitary and unsafe conditions.
12. Climbing over fences and gates is prohibited.
13. Pool hours are posted in the pool area. The pool closes 10:00 p.m.
14. No one may enter the Community Center in wet bathing attire except for the restroom area. Shoes or thongs must be worn when entering the restroom area.
15. **There will be a \$20.00 charge for replacement of lost pool keys.** Replacement keys may be purchased by contacting the management company.
16. Persons suffering from communicable diseases are prohibited from using the pool.
17. Children that are not potty trained must wear swim diapers.
18. No alcohol is permitted in the pool area.
19. Smoking is not permitted in the pool area.
20. The Association does not furnish lifeguards or other security personnel to watch over the pool and its use. Owners/Residents are warned that all pool use is subject to the user's risk.

**THINK SAFETY!**

## Community Center

1. The Community Center is located at 4670 Keswick.
2. All rules and regulations for the Community Center are to be enforced by the Board of Trustees. Violation of the rules and regulations should be reported to the Board of Trustees through the management company.
3. The management company will establish and maintain the Community Center calendar. Association functions hold priority over all other functions and will be entered in the Reservation Book as soon as the need is determined.
4. The Community Center may be reserved by the Association or by Owners/Residents. Non-residents/Non-Owners may not reserve the Community Center. Reservations are to be only for social functions, or informal gatherings, except for Association matters. Owners/Residents reserving the Community Center do so with the understanding it is a resident's function and he/she must be present for the full duration of that function.
5. Owners/Residents in good standing\*\* may reserve the Community Center on dates when no other event is scheduled, by scheduling the desired date with the management company. The request must be made on the Clubhouse Use Permit form. Use of this permit is intended to preclude any misunderstanding regarding the reservation. The swimming pool may not be reserved.

**\*\*An Owner in good standing is one whose dues and assessments are paid in full and who is not in violation of any other rules, etc.**

6. The Community Center may be used, without charge, on the day of a funeral by Owners/Residents for funeral activities associated with the death of an Owner/Resident, or a member of the immediate family of the Owner/Resident, provided the Community Center has not been previously committed.
7. Reservations for the Community Center will be on a first come basis but will not be accepted more than 3 months in advance unless the event is a "once in a lifetime" event (50th anniversary, wedding, graduation). All reservations are subject to the approval of the Board of Trustees, which will exercise discretionary control over all regulations. The check for \$50.00 non-refundable usage fee, the refundable security deposit of \$150, and the completed Use Permit are required to be submitted to the management company at least three weeks prior to the date of the reservation. Checks are to be made payable to Hearthstone Condominium Assoc.
8. Owners/Residents reserving the Community Center are responsible for restoring it to a clean and orderly condition, and are liable for any damage. Such restoration must be completed by 10:00 a.m. of the day following the rental or prior to the next scheduled event, whichever first occurs. If the facility is returned to a clean, orderly, and proper condition, the security deposit check will be returned following the inspection. The resident who reserved the Community Center will be notified immediately of any condition which would result in the deposit not being returned.
9. One or both parents must be present at all times for any use of the Community facilities by persons under the age of 21. A parent who is an Owner/Resident in Hearthstone must sign any reservation for the use of the Community Center by persons under the age of 21.
10. A monitor is required when leasing the Community Center. The monitor fee is \$8 an hour and \$15 from midnight to 1:00am. The monitor must be paid in cash the day of the party. All parties must end by 1 am.
11. No person in wet bathing attire is permitted in the Community Center, except in the restroom area.
12. Grilling for parties in the common areas of the Community Center facility is prohibited.
13. The capacity for the Community Center is limited to 63 people and no function will be permitted for larger groups.

### **Community Center (Continued)**

14. The following cleanup guidelines should be followed when finished with the use of the Center:
  - a) Clean all tabletops, bar top, counter sink and top, restroom sinks and mirrors, tables and chairs.
  - b) Clean crumbs and other droppings off the furniture.
  - c) Run sweeper on all carpeting, including mats.
  - d) Relocate any moved furniture to its original placement.
  - e) Sweep and mop all uncarpeted floors.
  - f) Empty all trash and replace the bag (provided by user). Remove all trash/garbage/food to the dumpsters through out the community. **DO NOT LEAVE YOUR TRASH IN THE COMMUNITY CENTER.** You will be charged \$25/per bag for the removal.
  - g) If the kitchen facilities are used, clean the appliance surfaces, counter tops, and sinks.
  - h) Turn off all lights before leaving the Community Center.
  - i) Lock all doors upon leaving the Community Center.
15. Renters must furnish equipment and supplies such as silverware, plates, cups, glasses, and cleanup materials, including a vacuum cleaner.
16. In consideration of other residents, please refrain from playing loud music. Close your party by 1:00 a.m.
17. **Smoking is not allowed inside the clubhouse.** The renter is responsible to make sure guests smoke outside the clubhouse and that their cigarette butts are disposed of properly.

## **Parking/Vehicles**

Owners are to inform their residents of the vehicle and parking policy. All residents are to inform their guest(s) of the vehicle and parking policy.

1. Carports are owned by individual units. Therefore they are available for the sole use of that unit.
2. No parking behind carports.
3. No parking on the grass or sidewalks.
4. No parking in fire lanes (all curb areas). These areas are not marked.
5. Inoperable vehicles or vehicles without current license plates are not permitted at Hearthstone.
6. Motorcycles are to be parked in designated spaces or along the back wall of the carport. There must be a plate under the kickstand.
7. No vehicles can be stored on the property. Storage is defined as a vehicle, which is not driven for a period of 14 days, even if properly licensed and operable.
8. Vehicles are not to exceed the length of the designated parking spaces or block sidewalks.
9. It is not permitted to disassemble, paint, or repair vehicles on the property, even in the carports.
10. Vehicle owners will be responsible for any damage to the asphalt caused by their vehicle.
11. No boats, trailers, recreational vehicles, or commercial vehicles are permitted to be parked or stored on the condominium property. Service and delivery vehicles are considered guests.
12. Due to units with multiple vehicles and limited parking in some areas, one numbered space is assigned to each unit for safety and convenience.

**Any violation of this policy will result in the towing of the offending vehicle(s) at owner's expense. No warning will be issued. The Association assumes no responsibility for towing costs and/or damages resulting from towing.**

# Pets

## Must be registered with the Hearthstone Condominium Association

Pet owners are responsible for promptly cleaning up after their animals. The Condominium Common Areas are for the enjoyment of all Residents. 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:








1. All pets must be on a leash at all times in the common area and controlled by a responsible person.
2. Patio areas must be kept clean and free of pet wastes.
3. No animal pens or houses are permitted on patios.
4. Owners will be assessed the cost for grounds maintenance people to clean up after their pets.
5. The cost of repairing any damage done to the Association property by an animal will be a special assessment to the Unit Owner who is responsible for the animal.
6. **Animal wastes must be cleaned up immediately** (Pet cleanup stations on property).
7. Pets may not be staked inside the patio or on the balcony.
8. Pets may not be left unattended on the patio or balcony when an owner/resident is not home.
9. No pet shall be tethered outside in the lawn or common area; nor shall any pet be tied to any patio fence.
10. The current limit is two (2) pets per household, **only one of which may be a dog**. Pets are not permitted to be bred or maintained for commercial purposes. No variance to the number of pets will be given unless the Board of Trustees grants written approval.
11. Common courtesy dictates that pet owners walk only in the street and on the sidewalks when exercising pets.
12. No pets are permitted in the community center, swimming pool area, or tennis courts.
13. Owners and tenants are required to have on file in the management office the number and type of pet(s) that live on site.  
**Attached is a copy of the Hearthstone Pet Registration Form** for your convenience.
14. Off-site owners must supply the management company with a copy of the lease with the pet policy signed by the tenant. The owner of the condominium is responsible for any and all pet violations.
15. **Condominium Owners may be assessed for violation of these policies**, at the rate of \$25 for the 2nd offense, \$50 for the 3rd Offense and \$100 for all offenses thereafter. The assessment will be added directly to the owners' account. If the assessments are not paid, a lien will be placed on the condominium. If the lien is not satisfied, a foreclosure action, at the Board's discretion, will be filed. If an owner has incurred any past pet assessments, any future assessments will begin with the 3rd infraction at the \$50 assessment.
16. The following (next page) dogs are prohibited and any mix breed dog that has these predominate characteristics is also prohibited.
17. Cats cannot roam the property.


**Off-site owners who permit pets are required to notify their residents of the pet rules and make the rules a part of the lease agreement. The lease agreement must be on file with the management company.**

# PLEASE REVIEW THE PROHIBITED DOG LIST

## EFFECTIVE JANUARY 1, 2007

Prohibited Dog Pictures AWARE

		
Akita	Chow	Pit Bull a.k.a. Staffordshire Terrier
		
Presa Canario	Rottweiler	Sharpei
		
Wolf Hybrids		

 ERIE INSURANCE GROUP

### Hearthstone Pet Registration

CURRENT PHOTO OF PET & VETERINARIAN SHOT RECORD  
MUST BE ATTACHED TO THIS FORM

**Pet Owner's Name:** \_\_\_\_\_

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

Phone Number: (H) \_\_\_\_\_ Phone Number: (W) \_\_\_\_\_

**Condominium Owner's Name:** \_\_\_\_\_

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

Phone Number: (H) \_\_\_\_\_ Phone Number: (W) \_\_\_\_\_

**Pet Information:**

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Age: \_\_\_\_\_

Pet Name: \_\_\_\_\_

*By signing this document, I agree to abide by any and all of the Hearthstone Condominium Association pet rules. Renters must obtain permission and signature from owner of unit.*

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Management Representative \_\_\_\_\_ Date \_\_\_\_\_

Photo \_\_\_\_\_ Vet Record \_\_\_\_\_

### Hearthstone Condominium Association Formal Complaint

Violator(s) (If Known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address (If Known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Violation(s): \_\_\_\_\_  
Describe nature, location, time, date, etc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please submit form to: **Hearthstone Condominium Association**  
**c/o The Case Bowen Company**  
**5940 Wilcox Place Suite B**  
**Dublin, OH 43016**

## **HEARTHSTONE CLUBHOUSE RENTAL AGREEMENT**

### **Rental of the Clubhouse at Hearthstone will be according to the following Guidelines:**

1. There will be a \$50.00 non-refundable charge for use of the Clubhouse, along with a deposit of \$150.00. This is required at least one (1) week prior to a scheduled event.
  - \* The \$50.00 and \$150.00 deposit must be submitted, as separate checks, payable to the Hearthstone Condominium Association, at least one (1) week prior to the scheduled date of use. Your deposit check will be held and returned to you if there are no problems with the Clubhouse.
  - \* The \$50.00 charge includes clean-up of the Clubhouse; however, if any items are broken, damaged, or stolen, any excessive clean-up is required, or any carpet or furniture needs cleaned, etc, the cost will be deducted from the \$150.00 deposit.
  - \* The responsible party must remove all food, alcohol, and/or kegs from the premises by 12:00 a.m. The Association will not be responsible for any of these items.
  - \* Following the scheduled date of use, the clubhouse will be inspected by the Property Manager or representative of the Association.
  - \* All monies necessary to restore the facility to its exact condition prior to the scheduled date of use that exceed the \$150.00 deposit will be paid by the responsible party no later than one week after the date of use.
  - \* The deposit, less any deductions, will be issued and sent to the homeowner the week following the event
2. The Clubhouse may only be rented by a member of Hearthstone Condominium Association.
3. Activities in the Clubhouse **must end no later than 12:00 a.m. FAILURE TO COMPLY WILL RESULT IN LOSS OF DEPOSIT** as follows:
  - \* **Responsible party will be charged \$50.00 if any persons from the scheduled event fail to leave the premises by 12:00a.m.**
  - \* **After 1:00 a.m. will be charged an additional \$75.00.**
  - \* **After 2:00 a.m. will be charged an additional \$100.00.**
4. All rules of the clubhouse **must** be observed at all times. Rental of the Clubhouse does **not** include use of the Pool and no persons from the scheduled event will be permitted to use the pool. No underage drinking, illegal drugs/substances, etc. will be permitted. Failure to comply will be cause for police enforcement and loss of deposit.
5. There is no current requirement for an attendant to be present during the party, however, the renting homeowner will be responsible for all guests' behavior during the event. All guests are subject to the rules and regulations of the Hearthstone Condominium Association (including but not limited to noise, parking, use of common areas). A key to the clubhouse will be entrusted to the renting homeowner and must be returned through the mail slot at the office door (North side of clubhouse building) immediately after the event.
6. The Hearthstone Condominium Association will **not** be held responsible for injuries that occur before, during, or after the event, or as a direct result of the use of the Clubhouse, Pool, or any other facilities of Hearthstone.
7. The Representative of the Hearthstone Condominium Association reserves the right to cancel or alter this agreement at any time with renting homeowner's prior knowledge.

# **HEARTHSTONE CLUBHOUSE RENTAL AGREEMENT**

Association Member: \_\_\_\_\_  
(Responsible Party)  
Address: \_\_\_\_\_

Rental Date: \_\_\_\_\_

Time of Event: \_\_\_\_\_

# of Guests \_\_\_\_\_  
(63 max)

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Rental Charge: \_\_\_\_\_

Deposit: \_\_\_\_\_

Received By: \_\_\_\_\_

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE UNDERSIGNED UNDERSTANDS AND AGREES TO THE ABOVE CONDITIONS.**

Association Member (Responsible Party) \_\_\_\_\_  
Signature

Association Representative: \_\_\_\_\_  
Signature