

The Kinsale Village Condominium Association

Property Unit Owners' Handbook Procedures & Enforcement

Effective Date: August 10, 2022

RESPONSIBILITY

It is the responsibility of each Unit Owner to become familiar with the handbook's contents and comply with its rules and regulations.

Unit Owners are also responsible to ensure that visitors and tenants, where applicable, do the same.

This is not a substitute for the Declarations and Bylaws. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling documents.

CHANNELS OF COMMUNICATION

The Board of Directors consists of 6 individuals, who are unit owners or spouses of unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's scheduled meeting generally held on the 2nd Wednesday of each month.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Property Manager/Management Company, in writing. Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper, snow plow. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Property Manager/Management Company.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide as a group on issues brought to their attention. All communications must be directed through the Property Manager/Management Company to assure that your concerns and questions are properly addressed and answered. However, if you have a problem with the Property Manager/Management Company, then you should send a letter directly to the Board members.

Contacts

In case of an emergency, such as a fire, you should immediately contact the fire/police department.

Emergency Services.....911

- Delaware County Sheriff's Office..... (740) 833-2800
-
- Liberty Township Fire Department.....(740) 881-5014
-
- Poison Control(800) 222-1222

Other Contact Information

- State Highway Patrol (Delaware)..... (740) 363-1392
-
- Delaware General Health District..... (740) 368-1700
-
- Liberty Township Offices..... (740) 938-2000
-
- Delaware County Treasurer..... (740) 833-2480

Community Contacts

- Property Manager.....customerservice@rpmanagement.com
-
- Board of Directors..... board@kinsalevillage.com
-
- Website.....www.kinsalevillage.com

I. Definitions

A. Association

The “Association” membership is comprised of all Unit Owners that currently own a Unit(s) within the Kinsale Village Condominium Association.

B. Elements

1. Common Elements
2. “Common Elements” are all of the property located within the Condominium Property, i.e. clubhouse, pool, open spaces, ponds, streets, etc. The Common Elements are for the recreation or enjoyment of Unit Owners and are not to be used for any other purpose.
3. Limited Common Elements
4. Those portions of the Common Elements that are reserved for the exclusive use of a the lawful occupants of a particular single Unit, i.e. porch/balcony, and driveway.
 - a. On October 9, 2019, the Board of Directors voted to designate the fenced-in
5. patios in Kinsale Village as Exclusive Use Areas, according to our Declarations & Bylaws: Article III, Section 2 Restrictions, (d) Exclusive Use Area. This definition states: *Exclusive Use Area shall be used and possessed exclusively by the unit owners and occupants of the unit(s) to which such area is designated, until such designation is changed by the Board.*
6. Unit Element
7. Each residential building contains four to six dwelling Units. Each Unit consists of the space bounded by the undecorated interior surface of the perimeter walls, including drywall, the unfinished surface of the concrete floors at the lowest level including the garage floor, the unfinished interior surface of the ceiling at the highest level, the attic space or storage space above the Unit and the crawl space/basement below a Unit, and all improvements within these spaces.

C. Unit Owner

1. The term “Unit Owner” is defined as the name of the person or persons listed on the Summary page of the Delaware County auditor’s website at: www.co.delaware.oh.us/auditor/index1.html.

II. Unit Owner Responsibilities

A. Occupancy Information

1. According to Ohio condominium law, an individual obtaining ownership of a Unit must, within 30 days, provide the following information, in writing, through the Property Manager to the Board of Directors.
2. The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit.
3. The name, business address, and business telephone number of any person who manages the Unit Owner's Unit as an agent of the Unit Owner.
4. Ohio law also requires that within 30 days after a change in any of the above information, the Unit Owner must notify the Board of the change in writing.
5. Unit Owners must verify or update the information.
6. The **Unit Occupant Information Form**, located at the back of this handbook, is to be used for the purpose of providing the **required information**.

B. Declaration and Bylaws

1. Each Unit Owner should be in possession of a copy of the Declaration and Bylaws. The Unit Owners can get a copy of the recorded documents from the Delaware County Recorder's office or from the Property Management Company.

C. Annual Operating Assessments

1. Each Unit Owner is required to pay for the common expenses of the Association in equal monthly installments on the first day of each month. The assessment is prorated based on each Unit Owner's percentage of undivided interest in the Common Elements.
2. Unit Owners are charged a late fee if a payment is not received by the tenth day of the month. If a check is returned for any reason, a non-sufficient funds charge will be assessed. This charge is in addition to the late charge. The Property Management Company holds the returned check until a replacement has cleared for payment.
3. Electronic bank transfers can be used. Contact the Property Manager for details.
4. The Association will credit payments made by a Unit Owner in the following order of priority:
 - a) First, to interest owed to the Association;
 - b) Second, to administrative late fees owed to the Association;
 - c) Third, to collection costs, attorney's fees, and paralegal fees incurred, by the Association; and

- d) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.
- e) If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the right of the Occupants to use the recreational facilities.

PROCEDURE TO SUSPEND UNIT OWNERS' RIGHTS

1. Identify account(s) of Unit Owner(s) with balances that are/delinquent more than 30 days.
2. At a regularly scheduled Board meeting, a motion should be made, seconded and passed to suspend the rights of all delinquent Unit Owner(s).
3. The Board must then duly notify all the Unit Owners that, if they are delinquent that their rights have been suspended and will be reinstated only upon payment in full. (4) Upon verification of payment in full, the Board should reinstate the Unit Owner's right to vote and/or use the amenities.

III. Maintenance, Repair & Replacement Responsibility

A. Association responsibility

1. Generally, for the Common Elements, but not any Unit except to the extent that the Association covers a loss in the master insurance policy. Such coverage is limited to components originally installed by the developer and subject to the policy deductible.

B. Unit owner responsibility

1. Generally, the Unit Owner is responsible for all Unit components.

C. Insurance

1. The Board of Directors maintains insurance coverage on the Common Elements common personal property belonging to the Association. Buildings, structures, fixtures and equipment, and Units are covered against loss or damage by fire, lightning, and other perils as stated in the master policy. Unit Owners and tenants should maintain a Homeowner Insurance Policy that covers personal property, such as electronic equipment, furniture, clothing, and any Unit Owner installed improvements.

2. Only the Board may submit claims against the Association's insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Property Management Company for the name and telephone number of the Association's Insurance Agent.

D. Unit for Sale

1. A Unit Owner is required to notify the Property Manager at the earliest possible date when the Unit owned is placed on the market for sale.

E. Utilities

1. Payment of utilities such as electric, gas, cable, telephone, and alarm system are the responsibility of the Unit Owner. The Association pays for trash removal.

IV. Organization

A. Board of Directors

1. The Board is responsible for the reasonable operation and management of the Association's affairs. It consists of six Unit Owners or Unit Owner's spouses elected by the Association at the Annual Meeting for a designated term or the remainder of a term vacated by a Director. The Board elects its President, Vice President, Secretary, and Treasurer at the organizational meeting immediately following the Annual Meeting. The Board may appoint a new Director to complete the year of a resigning Director until the general election, when the appointee must be elected by the membership. Committees will be appointed as necessary to assist in managing the Association's business.

B. Property Manager

The Association contracts with a professional Property Management Company to provide consultation, advice, guidance, and assist in the management of the Common Elements and the affairs of the Association. The Manager executes specific directives and policies established by the Board of Directors.

C. Example of Committees, which may be appointed by the Board:

1. **Clubhouse Reservationist (Social Committee Chair):** Schedules clubhouse rentals for occupants. Collects rental fees and deposits. Provides rental rules. Inspects clubhouse before and after an event.
2. **Finance Committee:** Proposes annual budget to the Board of Directors. Consists of three members. Chairperson is the Treasurer.
3. **Nominating Committee:** Nominations will be requested from the membership.
 - a) Candidates must be Unit Owners or the spouse of a Unit Owner. They may be nominated by another Unit Owner or nominate themselves. The Board will accept and post qualifying nominations to the ballot roster. **Board of Directors Candidate** application can be found in the forms section of this Handbook.
4. **Rules & Regulations Committee:** Reviews the rules and regulations contained in the Unit Owner's Handbook and recommends changes to the Board of Directors.
5. **Social Committee:** Plans social events for the Association. Coordinates the rental of the Clubhouse and other activities such as holiday parties, cookouts, and luncheons.
6. **Website Administrator.** Maintains and keeps current the Association website.

V. Complaint Procedures

Resolving Alleged Violations of Rules and Regulations

This Handbook is designed to help make the community reasonably safe, secure, and a positive environment for all Occupants. It is the responsibility of each Unit Owner and their Occupants and tenants to become familiar with its contents and to comply with requirements. Unit Owners are responsible to ensure that Occupants, tenants and visitors do the same.

1. Disputes between Unit Owners:

If there is a dispute between Unit Owners as to the application of a rule or regulation, the party aggrieved must submit a complaint in writing to the Property Management Company specifying the dispute. The **Complaint Form** is located at the back of this Handbook. Either party may institute no action of any type before the dispute has first been submitted to the Property Manager for resolution and the Board has rendered a decision.

2. Reporting a violation:

If you think that a Unit Owner or an Occupant has violated a rule or regulation and you are not comfortable speaking directly with that person regarding the infraction,

your option is to fill out the **Complaint Form** and send it to the Property Manager. The form may be printed from the Association website, and then sent by regular mail or email as an attachment. When the Property Manager does not personally observe an alleged violation, a Unit Owner must report it in writing before being processed.

3. Role of the Property Manager:

The Property Manager conducts inspections of the Common Elements, records violations, and investigates complaints filed by Unit Owners. Alleged violations must be processed as follows by the Property Manager.

4. The Resolution Process

a. Initial letter:

If a Unit Owner has filed a complaint alleging a violation or the Property Manager has observed a violation, the alleged violating Unit Owner and Occupant or tenant, if applicable, will receive a letter stating the nature of the alleged violation and/or property damage with a request that the violation be resolved by a specified date. This letter will include:

- i. A statement that the Unit Owner has the right to request a hearing before the Board
- ii. A statement that the Unit Owner's written **Request for Hearing** notice must be received by the Board not later than the tenth day after the initial letter's USPS receipt confirmation date. The Property Manager will provide the Unit Owner with a written notice at least seven days prior to the hearing that includes the date, time and location of the hearing.

b. Confirmed Resolution of Violation:

The Property Manager will confirm whether or not the violation and/or property damage has been resolved by the specified date. A violation and/or property damage that has not been resolved by the date set forth in the Property Manager's initial letter will be sent a second letter.

c. Second letter:

A second letter will be sent giving the offending Unit Owner/Occupant/tenant an additional time to resolve the violation and/or property damage. The letter will include:

- i. A statement that the Unit Owner has the right to request a hearing before the Board
- ii. A statement that the Unit Owner's written **Request for Hearing** notice must be received by the Board not later than the tenth day

after the second letter's USPS receipt confirmation date. The Property Manager will provide the Unit Owner with a written notice at least seven days prior to the hearing that includes the date, time and location of the hearing.

d. No Hearing Requested-Failure to Respond:

If the violator does not request a hearing within the time limit, the Board may enact an enforcement assessment. The Board will follow the **Enforcement Procedures** (below) if the violation has not been resolved. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived and the enforcement assessment or damage charges will be immediately imposed.

e. Hearing Requested:

If the violator requests a hearing, the Property Manager will send a notice of hearing to the violator in accordance with requirements set below.

- i. **Request for Hearing** - If a hearing is desired, the Unit Owner must mail or deliver a written notice using the **Request for Hearing** form located at the back of this document.
- ii. **The Hearing**
The Board and the identified Unit Owner will have the right to present evidence. This hearing will be held in Executive Session. Proof of hearing, evidence or written notice to the Unit Owner to abate the action, and the intent to impose enforcement assessment or other charge will become a part of the hearing minutes. The hearing is the first time the accused has the right to learn the identity of the accuser.
- iii. **Notice of decision**
Within 30 days of the hearing, the Unit Owner and Accuser will receive a written notice of the Board's decision; The Unit Owner will also receive written notice of whether the enforcement assessment and/or damage charges will be imposed.

5. Enforcement Procedures

1. 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.
2. 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.

3. 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.
4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: i) levy an assessment for actual damages, and/or ii) levy a reasonable enforcement assessment per: occurrence, and/or iii) if the violation is continuous and ongoing, in nature, levy a reasonable enforcement assessment per day.
5. 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:
 - i. Written notice(s) will be served upon the alleged responsible owner specifying:
 - ii. 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
 - iii. A description of the property damage or violation; and
 - iv. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - v. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment
6. 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.
7. 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
 - i. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive

Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.

8. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

Records Request Policy

RECORDS AVAILABLE FOR INSPECTION

- A.** Unless otherwise prohibited by law or this policy, any owner may examine and copy (including receiving copies or other information by email) the books, records, and financials of the association (the "Records"), for any reasonable and proper purpose, pursuant to the requirements, charges, and standards set forth by this policy.
- B.** An owner may not examine or copy any of the following Records that concern, pertain to, or contain information about:
 - i Information that pertains to personnel matters, including but not limited to salary/benefits information, performance reviews, applications, disciplinary action, and health matters;
 - ii Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or community property-related matters;
 - iii Information that pertains to contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
 - iv Information that relates to the enforcement of the Declaration, Bylaws, or rules against other owners or that would constitute an unwarranted invasion of privacy of any other owner; and,
 - v. Matters or issues State or Federal law prohibits the disclosure of which.

ALL REQUESTS FOR RECORDS MUST BE IN WRITING.

- A.** An owner who wants to inspect, copy, or receive any association Record must submit a written request to the board or manager. The request must specify the particular Record(s) desired, including pertinent time periods, and state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the association to retrieve the Record(s) requested.

ONLY OWNERS OR AUTHORIZED REPRESENTATIVES MAY INSPECT.

- A.** Every owner has the right to inspect, copy, or receive association Records in compliance with the rules and procedures contained in this policy. An owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the owner's behalf.

2. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

- A.** All inspections will take place at the association's office or at such other location as the board designates. No owner may remove original Records from the location where the inspection is taking place.
- B.** The association will make Records available for inspection within a reasonable time, but no more than 5 business days, after the association actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The association will notify the owner (by telephone, in person, by email, or in writing) that the Records are available and specify the time, date, and place for the inspection.
- C.** The alteration, in any manner, of any association record by an owner is prohibited.
- D.** All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and cannot interfere with the operations of the association's office or such other location where the inspection or copying is taking place. The association, through the board or manager, will assign one staff person or other association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one association-designated person.

- E.** During an inspection, the owner may designate for copying Records by use of a tab, clip, or sticky note upon the page(s) desired.
- F.** Owners may not exercise their inspection or copying rights to harass any other owner or resident, board member, manager (or anyone at the management company), officer, director, or employee.

CHARGES FOR COPIES/INSPECTION

- A.** Upon written request, the association will provide draft (unapproved) or approved minutes of association at no charge.
- B.** Other than the association meeting minutes or other records the board decides to make available at no charge, the owner must pay;
 - i.** per page for copying regular or legal-sized records. In addition, the owner must pay a minimum clerical fee of for the copying of up to 50 pages plus an additional clerical fee of for every increment of 50 pages copied thereafter;
 - ii.** per page to scan in and email any paper or printed documents, plus a minimum clerical fee of for the scanning up to 50 pages, plus an additional clerical fee of for every increment of 50 pages scanned-in thereafter; and,
 - iii.** per page to email any documents or other information that is already in electronic form.
 - iv.**
- C.** To preserve the sanctity of the Records, a physical records inspection requires the presence of a staff member. For inspections that last greater than one hour, the association may, on its own or through the manager, charge the requesting owner an hourly rate, not to exceed \$ per hour, to be billed in quarter hour increments for staff or other representative attendance at the records inspection.
- D.** The owner must pay the costs of copying, providing, or inspection at the time of billing for copies or actual inspection. However, the board may, in its sole discretion, require advance payment.

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A. Animals/Pets

1. PROHIBITED PETS – Except as expressly provided for below, animal and pets, including rabbits, livestock, fowl, poultry, pigs, snakes or other reptiles, horses, Exotic Pets, wild hybrids or any other animals of any kind are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.
(Per Amendment C of Amendments to the Declaration of Condominium Ownership for The Kinsale Village Condominiums Declarations dated 2018)
2. PROHIBITED DOGS and VICIOUS DOGS - The following species and breeds of dogs, whether of pure or mixed breed, are PROHIBITED DOGS that cannot be kept, harbored or permitted to remain on any part of the Condominium Property for any length of time: Doberman, Rottweiler, Presa Canario, and any dog commonly known as a pit bull, including a Staffordshire Terrier.
 - a. The Board may, by Rule, determine and define other dog breeds as “dangerous” and may prohibit them from the Condominium Property, except upon prior written approval from the Board and unless the Unit Owner obtains and maintains at all times liability insurance of at least \$500,000.00(or such other minimum amount as stated in the Rules) per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board
 - b. A “VICIOUS DOG” cannot be kept, harbored, or permitted to remain on any part of the Condominium Property or within a Unit for any length of time. A “Vicious Dog” is a dog that (1) lunged at any Person or other pet in a threatening manner on more than one occasion; (2) has bitten, injured, or killed any Person whether on or off the Condominium Property at anytime; (3) has bitten, injured, or killed another pet; or (4) is defined or found to be a “vicious” dog under any State or local law, ordinance, or other regulation or by a court of law.
(Per Amendment C of Amendments to the Declaration of Ownership for The Kinsale Village Declarations 2018)
3. PERMITTED PETS - A domestic household pet not listed at “prohibited” or “vicious”, including dog, cat, bird, or fish or other aquatic life. A Unit Owner may further have a maximum of two birds that are kept in a bird cage in the Unit, and fish or other aquatic life in a fish tank with a maximum capacity of no more than 100 gallons, in the Owner’s unit, subject to the rules.
 - a) No Permitted Pet may, at any time, be kept, bred or maintained for any commercial purpose.

- b) The Board May mandate the permanent removal of any Permitted Pet from the Condominium Property that causes or creates a nuisance or unreasonable disturbance, upon three days written notice.
- c) A Permitted Pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the Permitted Pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property.
(Per Amendment C of Amendments to the Declaration of Condominium Ownership for The Kinsale Village Condominiums dated 2018)

B. Architectural Changes

1. Modifications, changes or improvements to the following are prohibited without prior written approval from the Board of Directors.

- Exterior of Unit buildings
- Common Elements
- Limited Common Elements

2. Requests to do so must be submitted in writing to the Property Manager. Use the "Application for Exterior Improvements" form, which is located in the forms section. To submit a request for exterior changes the Unit Owner(s) must be current in all fees and assessments.

C. Clubhouse

1. The The clubhouse is available from 8:00 a.m. to 11:00 p.m., seven days a week, except for days when clubhouse been rented for a private party.
2. You must use your electronic key card to access the clubhouse.
3. Please refer to Clubhouse Rules & Rental Agreement, (found in the Procedures & Enforcement section), for information on how to rent the clubhouse. Scheduling with the Social Committee is required.
4. The clubhouse may be used for community activities, such as card games, without charge. Furniture must be returned to its original position.
5. clubhouse is for the exclusive use of the Occupants and their guests.

6. If you reserve the Clubhouse for a private event, you may hire a food truck to cater that event. Please let the Social Committee know that you will be using a food truck so we are aware that the truck will be in the Clubhouse parking lot on a particular date. The catering truck may only provide food for your Clubhouse event and may not drive around our streets to solicit any business.

7. Use of the fireplace is prohibited.

D. Damage to the Common Elements

Unit Owners are responsible for the cost of repair or maintenance resulting from damage to the Common Elements due to any act, intentional or not, by the Unit Owner, Occupant, or tenant, or guest, or by a pet/animal belonging to any of these individuals. Before charging to repair the Common Elements the Board will inform the Unit Owner of their right to a hearing.

E. Decorative Items / Personal Property / Grills & Open-Flame Devices

1. All personal property including bicycles, recreational and play equipment, etc, must be kept inside the Unit or garage when not in use.
2. In accordance with the Ohio Fire Code, gas grills, briquettes, or other types of open-flame devices are prohibited to be used within 10 feet of a multifamily building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks.
3. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of (740) 881-5014.
4. Garden hoses must be stored in the garage, on fenced concrete patio, in a container designed for concealed hose storage or on a decorative hose hanger placed directly adjacent to the water spigot.
5. All items that are placed in the mulch beds, with the exception of live flowers and the approved items listed below in Section F, must be pre-approved by the Board of Directors in writing by completing an **Application for Exterior/Alterations/Modifications** located in the forms section of this Handbook.
6. **Approved** decorative Items (Note: Association assumes no responsibility for items placed by Unit Owner):
 - a. Wreaths hung on doors using wreath hangers.
 - b. School or Team flags are acceptable on game day only.
 - c. Flower-pots, patio chairs and patio furniture are permitted on the front porch, but not on the sidewalk.
 - d. One bird feeder, garden flag, and no more than 2 statues are permitted in the mulch area.

- e. One shepherd's hook in the mulch bed is permitted for summer flowering baskets height not to exceed 72 inches. Two hooks may be affixed to wood upper porch edge.
- f. Annuals and perennials are permitted in the mulch area adjacent to the Unit.
- 8. Low-voltage landscaping lights (white lights only) in the mulch area adjacent to the Unit spaced no less than three feet apart.

F. Prohibited decorative items.

- 1. Yard ornaments or artificial flowers
- 2. Laundry poles, laundry lines or hanging laundry .
- 3. Bird-baths
- 4. Stones or rocks of any type or size
- 5. Nothing may be attached to or on the stone or siding of the Unit.
- 6. Items are prohibited to be placed in the Common Elements without prior approval in writing by the Board of Directors.

G. Holiday Decorations

- 1. Non-blinking, holiday lights, rated for use outdoors and decorations are permitted on the shrubbery in the mulch beds closest to the Units. They may not be displayed before Thanksgiving Day, and must be removed no later than January 8th of the following year.
- 2. Lights or decorations or both are prohibited on any Common Elements, grass or trees.
- 3. Blinking, chase or racing lights are prohibited. Musical decorations or musical lights of any kind are prohibited.
- 4. Other holiday decorations are permitted under the same guidelines and may not be displayed more than 30 days before or one week after the holiday.

H. Plantings

- 1. Flowers may be installed only in the existing mulch areas around your Unit.
- 2. Flowers and plants are prohibited around any tree.
- 3. Flowers must not exceed the height of 24 inches.
- 4. Maintenance of flowers is the responsibility of the Unit Owner and dead annuals are to be removed by October 31. Remaining annuals must be removed by November 30.
- 5. Any planting that is not maintained by Unit Owner will be maintained by the landscaping grounds crew.

6. Any plants not removed by said dates will be removed by landscaping grounds crew.

I. Exterior Improvements

1. Changes, including removal of exterior components may not begin without prior written approval, including construction, landscaping or lighting. Items are prohibited to be attached to Unit or building without prior written Board approval. Front doors, Garage doors, windows, and light fixtures are required to be maintained by Unit Owners. Approved storm doors may be installed at the Unit Owners' expense.
2. Front doors and garage doors are required to be the same design and color as existing doors. Door panels are required to be the same size and design of the original components. Other models may be approved upon application.
3. An ***Application for Exterior Improvements*** form is located at the back of this Handbook.

J. Fitness Center

1. FOR SAFETY REASONS and based on manufacturers' warnings persons under the age of 12 are not permitted to use the Fitness Center and its equipment unless accompanied by and under the supervision of an adult Unit Owner/Occupant over 18 years of age. Each Unit Owner is provided a key card, which will be deactivated upon sale of their Unit; the Property Manager will issue a new key card to the new Unit Owner after the sale. Access to the Fitness Center is through the north door of the Clubhouse or poolside door during normal pool hours.
2. Fitness Center replacement key cards are available from the Property Manager at a fee payable upon issue of the new key card. Key cards are issued to Unit Owners only.
3. Use the fitness equipment properly and responsibly. When finished, take care of the following items:
 - a. Turn off the equipment.
 - b. Clean the equipment if necessary.
 - c. Turn off lights and television.
 - d. Do not adjust the thermostat. If adjustment is necessary, notify the Property Manager.
 - e. Close and lock access doors to the center, windows and the pool gate.

K. Flags & Banners

1. The American flag or military service flags may be flown or displayed at any time according to established flag protocol and etiquette and in the following manner.
2. Flag pole brackets must be made of a non-rust/non-corrosive material and affixed only to a wood surface.
3. School or team flags are acceptable on game day only.

4. Other flags or banners are prohibited at any time.

L. Garage Doors/ Nuisances / Noise

1. For security and aesthetic reasons, doors must be closed when the garage is not in use. During hot weather periods, garage doors may be raised two feet from the ground for ventilation.
2. Respect neighbors and community rights to peaceable living. Any noise or nuisance that constitutes an unreasonable disturbance to another or that is audible outside the Unit is prohibited. **This includes the revving of engines.**

M. Garage Sales and Solicitation

1. All garage sales and solicitation are prohibited.
2. Online fundraising events for our local schools, via our newsletters, E-Blasts, and the mailbox marquee is allowed. Children are not allowed to solicit door-to-door.

N. Ponds

1. Our ponds are for the purpose of water run-off and retention as required by Delaware County. As such, our ponds are used for the visual enjoyment of Occupants and visitors. They are not to be used for boating, fishing, wading, swimming, ice-skating, or any other purpose.

O. Porch Posts

1. Nothing is to be attached to or otherwise come in contact with the posts in such a manner as to cause damage. Repair or replacement as a result of a violation may be assessed to the Unit Owner in addition to enforcement assessments that may be proposed. Before proposing assessments for repairs and enforcement fees the Board will inform the Unit Owner of their right to a hearing.

P. Signs

1. One "For Sale" sign, professionally designed and no larger than nine square feet in size, may be placed on the interior of one window.
2. Signs in the Common Elements are prohibited, except Realtor Open House signs which are permitted during the hours of the Open House only.
3. One security system sign no greater than 12 by 12 inches may be placed in the mulched area near the porch.

Q. Trash Collection

1. Place trash containers next to curb at end of driveway.
2. Restricted hours. Trash containers may be set out no earlier than 5 pm on the day before collection and must be put away by 9 pm on the day of collection. Trash bags may be set out only on the day of collection.
3. All trash containers must have lids.
4. Store containers in garage when not set out for collection.
5. Clean up debris. Any trash remaining after pickup is the responsibility of the Occupant to remove.

R. Windows

1. Windows must have coverings in all occupied rooms. An exception to this is the two story entrance windows of the upper carriage units. Windows, including the three/four-season room, must be covered by white, off-white, light beige, or ivory treatments that are in good condition.
2. Decorations are prohibited to be displayed in the windows except during designated Holiday display periods.
3. Windows must be replaced at the Unit Owner's expense using only the approved design. An
 - a. ***Application for Exterior Improvements*** form must be submitted and approved prior to beginning the project. Form is located at the back of this Handbook.

S. Satellite Dish & Other Antennas

1. An ***Application for Exterior Improvements*** located at the back of this Handbook must be submitted and approved prior to beginning the project.
2. Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used.
3. Dish appearance must be within industry standards and no higher than 48 inches from ground level to the top of dish.
4. Unit Owner is responsible for any and all damages to building or unit as a result of installation of wiring.
5. Dish wiring must be buried deep enough not to interfere with landscaping activity
6. Dish or antennas may never be installed on the roof.
7. It is the homeowner's responsibility to have the satellite dish removed when the unit is sold.

T. Vehicles & Parking

1. Boats, motor homes, trucks larger than three-quarter ton pickups, travel trailers or the like are prohibited to be parked on any Kinsale Village street, Limited Common area, or in any Common Element parking area, including the driveway.
2. Exclusion: vehicles used for recreation, not garageable (e.g. small campers/trailers), will be permitted to park in the driveway for 24 hours to allow for loading or unloading.
3. Vehicles are prohibited from parking as follows. Any vehicles in violation of the following, in addition to all other fees and remedies, may be towed and stored at the owner's expense.
4. Parked on a street during the hours of 12 AM to 6 AM.
5. Parked in opposition to a no-parking sign
6. Parked in any manner that blocks a street or driveway, extends into a street, or impedes access to or from any garage
7. An inoperative vehicle (including but not limited to vehicles with flat tires or expired license tags) parked in the street or in overflow Common Element parking areas
8. Parked vehicles that cannot be identified as belonging to an Occupant or an Occupant's visitor
9. On-site vehicles parked for repair other than short-term emergencies, such as a battery jump or flat tire.
10. Residents and their visitors may park their vehicles in the following areas.
11. In the two spots in their garage
12. In the two spots in front of their garage without extending into the street or impeding access to other garages
13. In the spaces designated for extra parking such as the Clubhouse parking area (however parking at the Clubhouse or any future additional parking area is restricted to less than 24-hour increments)
14. On the opposite side of the street from fire hydrants for visitation during the hours of 6:01 AM to
15. 11:59PM
16. Portable storage units may be parked in front of an occupant's garage on the driveway for no longer than 72 hours. They are prohibited from extending into the street or impeding access to other garages
17. Clubhouse parking is for those residents who are currently using the clubhouse, pool, or fitness center, or for *overflow parking* in the event that a resident has guests whose vehicles don't fit in their garage or driveway. Street parking and clubhouse parking spaces are not extra spaces for residents who choose to use their garage for storage, or because shuffling multiple cars around the garage or driveway is an inconvenience.
18. Damage by vehicles to the Common Elements will be repaired at the expense of the Unit Owner. Before proposing assessments for repairs and enforcement fees the Board will inform the Unit Owner of their right to a hearing.

19. The speed limit is 10 miles per hour for motor vehicles at all times throughout the Kinsale Village property.

U. Swimming Pool

1. The pool is for the exclusive use of unit owners, occupants, tenants and their guests. All occupants will have access to the locked pool area and must accompany guests, but are allowed no more than 6 guests at a time.
2. Swim at your own risk; there is no lifeguard on duty. It is recommended that no one swim alone.
3. Hours of operation. The pool is open daily during the swimming season from 8:00 am until 11:00 pm. The pool may be closed at the discretion of the Board of Directors or the Management Company (if any), due to inclement weather and for any safety and health reason.
4. Occupants under age 12 must be accompanied by an adult occupant.
5. None of the following actions/items are permitted within the pool area at any time:
 - a) Running, jumping, diving, excessive noise, other disruptive behavior that is a nuisance to any other occupants
 - b) Smoking
 - c) Cooking other than social events authorized by the Board of Directors d. Private parties
 - d) Animals with the exception of service and emotional support animals, which are allowed in this area, but all animals are prohibited inside the actual swimming pool f. Glass or other breakable items
 - e) Alcoholic beverages
 - f) Loud radios
 - g) Electrical devices, except battery-powered radios
 - h) Personal water equipment, except those items designed for safety, including inflatable or floating devices
6. The pool and pool deck are family-friendly areas; please dress appropriately. Swimwear is required for swimming. Incontinent swimmers must wear swim diapers especially designed for this purpose. No thongs are permitted.
7. Lounge chairs and tables must remain on the pool deck. They cannot be reserved and must be returned to their original positions after use.
8. Crank umbrellas down before leaving the pool area.
9. Wet swimwear is prohibited to be worn inside the clubhouse or fitness room.
10. Occupants violating these requirements will be directed to leave

V. Rental of Units

1. Owners of units who choose to rent their unit must follow the guidelines in the Declarations and Bylaws, Article III, Section 2(h) as restated as follows:

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

- h. Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as:
 - i. rental for any period less than thirty (30) days;
 - ii. rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or
 - iii. rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit.

No lease may be for a period of less than twelve (12) calendar months.

Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of all the Condominium Organizational Documents, the Declaration and the Bylaws, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease.

Prior to the commencement of the term of the lease, the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

Prior to the commencement of the term of the lease, the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants or tenants and the time during which the lease term shall be in effect.

2. Owners who choose to rent must submit the **Rental Obligation Form** (page 23 of this document) to the Association prior to the tenant residing in the unit under the terms of the lease or prior to the renewal of an existing lease. Failure to submit the form in accordance with this requirement will result in a fine to the owner of the unit.

Date of Event: _____

KINSALE VILLAGE CONDO ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

1. Clubhouse rental is available by association members from 10:00 am to 11:00 pm, seven days per week. Maximum occupancy is 50 people, which, by law, cannot be exceeded.
2. Reservations for Clubhouse use must be made through the Social Committee. A reservation check in the amount of \$100.00, payable to Kinsale Village Condo Association, will be required for rental. Reservations are on a first come, first served basis. An amount of \$50.00 will be returned to the member providing full adherence to all rules and requirements of this Clubhouse Rental Agreement.
3. Animals (with the exception of service and emotional support animals), smoking, and wet swimsuits are not permitted in the clubhouse.
4. The fitness room and swimming pool are not included with the rental of the Clubhouse.
5. Loud music/noises in the Clubhouse, which may disturb residents, are prohibited.
6. Bring your own napkins and utensils to use. Take home all trash and all items you brought with you when you leave.
7. Clean the Clubhouse before you leave including:
 - a. Vacuum the carpet and tiled floors. Wipe up all spills.
 - b. Clean kitchen sink, appliances, counter tops, and glass table tops.
 - c. Remove items you or your guests left on furniture.
8. Return all furniture to its original position. Open all blinds, close all windows, turn off all lights.
9. Use of the fireplace is prohibited.
10. The Kinsale Village Condo Association reserves the right to bill the member for any repair of any damage resulting from their rental of the Clubhouse.
11. The Kinsale Village Condo Association reserves the right to suspend the member from private rental use of the Clubhouse should the member fail to follow the rules of this agreement. Kinsale Village.

Name (Print) _____ Signature _____

Address _____ Email Address _____

Phone Number _____ Today's Date _____

Email to: clubhouserental@kinsalevillage.com

Application for Exterior Improvements

Name _____

Signature _____

Address _____.

Phone Number _____ Email _____

Improvement Requested:

_____ Light fixtures _____ Front door _____ Garage door _____ Landscaping*
_____ Windows

Provide a description of the proposed improvement including the following:

Manufacturer _____ Model Number _____ Color _____

Attach a picture or drawing of the item, if available. Complete a separate application for each item if more than one improvement is being requested.

Mail application to:
Kinsale Village c/o Customer Service
Associa Real Property Management
5550 Paul Blazer Pkwy
Dublin, Ohio 43017

Option: E-mail your application to customerservice@rpmanagement.com

=====

===== (Below this line for Board and Management Company completion)

This application is _____ approved _____ disapproved

Reason for denial, if applicable

Date _____ Approving / Denying Official (Print Name _____)

Official Signature _____

*. On October 9, 2019, the Board of Directors voted to designate the fenced-in patios in Kinsale Village as Exclusive Use Areas, according to our Declarations & Bylaws: Article III, Section 2 Restrictions, (d) Exclusive Use Area. This definition states: *Exclusive Use Area shall be used and possessed exclusively by the unit owners and occupants of the unit(s) to which such area is designated, until such designation is changed by the Board.*

Application for Exterior Improvement

SATELLITE DISH

Your exterior improvement application must be submitted and APPROVED before you begin your project. We cannot approve any application submitted without adequate information. Please complete the following information and submit this with plans, drawings, and/or literature to: **Kinsale Village, c/o Customer Service at Associa Real Property Management, 5550 Paul Blazer Pkwy, Dublin, Ohio 43017** Email: customerservice@rpmanagement.com

NAME _____ PHONE _____

ADDRESS _____

(Street Address, City, State, ZIP)

TYPE OF IMPROVEMENT(S) REQUESTED:

Describe Improvement: Satellite dish installation. Dish will be 30" or less in width, and be installed on a pole placed in a mulched bed next to the building that has been previously approved by the Board of Directors or Property Manager. Total height of dish cannot exceed 36" from ground level to top of dish. Dish wiring must be buried deep enough not to interfere with landscaping activity. Dish will not be installed anywhere on the building (including the roof and porch posts). Dish will be installed in a manner that does not obstruct landscaping maintenance. Dish installation will not cause any penetrations in the building exterior. Owner is responsible for any and all damages caused by the installation or use of the satellite dish. Association does not assume any responsibility for damage to the dish.

Estimated completion date for project(s): _____

Signature of Unit Owner

(After approval is obtained, this form will be returned to you.)

Your application for Exterior Improvements [has] [has not] been approved.

Signature of Agent or Association Trustee

Date

Note: _____

Applications that deviate from pre-approved plans will have to be inspected by the Association Board, which could take up to 30 days to complete the application review. After you have received approval from the Association, read the Association Rules and Regulations before you proceed. Please contact customerservice@rpmanagement.com, if you have questions about this form or how to proceed with your project.

Applications that deviate from pre-approved plans will have to be inspected by the Association Board, which could take up to 30 days to complete the application review. After you have received approval from the Association, read the Association Rules and Regulations before you proceed. Please contact customerservice@rpmanagement.com, if you have questions about this form or how to proceed with your project.

DATE REQUEST RECEIVED _____

DATE REQUEST APPROVED/DISAPPROVED _____

STORM DOOR

Your exterior improvement application must be submitted and APPROVED before you begin your project. We cannot approve any application submitted without adequate information. Please complete the following information and submit this with plans, drawings, and/or literature to:

Kinsale Village, c/o Customer Service at Associa Real Property Management, 5550 Paul Blazer Pkwy, Dublin, Ohio 43017
Email:customerservice@rpmanagement.com

NAME _____ PHONE _____

ADDRESS _____
(Street Address, City, State, ZIP)

Describe Improvement: Installation of a storm door, almond color, full view or self storing full view style. I understand that I must receive written approval for this storm door prior to installation. I understand that I am responsible for keeping the door in good working condition and that any maintenance, repairs or replacement of the door is my responsibility. I understand that if the storm door needs to be replaced in the future that I must submit a new Application for Exterior Improvement form for the new door and must obtain written approval before installation.

Estimated completion date for project(s) _____

Signature of Unit Owner _____

(After approval is obtained, this form will be returned to you.)

Your application for Exterior Improvements [has] [has not] been approved.

Signature of Agent or Association Trustee _____

Date _____

Note: _____

Application for Exterior Improvement

Applications that deviate from pre-approved plans will have to be inspected by the Association Board, which could take up to 30 days to complete the application review. After you have received approval from the Association, read the Association Rules and Regulations before you proceed. Please contact customerservice@rpmanagement.com, if you have questions about this form or how to proceed with your project.

DATE REQUEST RECEIVED _____

DATE REQUEST APPROVED/DISAPPROVED _____

RADON MITIGATION UNIT

Your exterior improvement application must be submitted and APPROVED before you begin your project. We cannot approve any application submitted without adequate information. Please complete the following information and submit this with plans, drawings, and/or literature to:

Kinsale Village, c/o Customer Service at Associa Real Property Management, 5550 Paul Blazer Pkwy, Dublin, Ohio 43017 Email:customerservice@rpmanagement.com

NAME _____ PHONE _____

ADDRESS _____
(Street Address, City, State, ZIP)

TYPE OF IMPROVEMENT(S) REQUESTED:

Describe Improvement: **Radon Mitigation Unit. Unit must be installed by a contractor licensed in the State of Ohio for installing radon mitigation units specifically. Unit must be installed per State of Ohio Code. Written approval from the Board of Directors must be obtained prior to installation. Unit must be inspected by the Property Manager or Board Director after installation.**

Estimated completion date for project(s): _____

Signature of Unit Owner

(After approval is obtained, this form will be returned to you.)

Your application for Exterior Improvements [has] [has not] been approved.

Signature of Agent or Association Trustee

Date

Note: _____

Request to Inspect Records Form

Instructions and Acknowledgement: This request form must be completed by any owner desiring to inspect or receive copies (including receiving copies or other information by email) of any association books of account, meeting minutes, or other association documents (the "Records"). The association will respond to the owner's request in accordance with the association's Records Request Policy. If there is a question with any request, the owner will be notified within a reasonable amount of time of the reason for any delay.

The association requires that you, the owner, provide the reason for each Record requested and the intended purpose of the request to protect the association and personal confidences where necessary.

The association's goal and intent is to allow inspection of most association Records. Given the personal and legal nature of some documents, however, the association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an association representative.

Inspections of the Association's Records will take place during the time specified by the Association at the Association's office or at such other location as the board designates. Upon written request, the Association will provide draft (unapproved) or approved minutes of Association meetings at no charge. Other than minutes of Association meetings or other Records the Board may make available at no charge, you agree to pay: i) \$___ per page for copying regular or legal sized records, plus a minimum clerical fee of \$___ for the copying of up to 50 pages plus an additional clerical fee of \$___ for every increment of 50 pages copied thereafter! ii) \$___ per page to scan-in and email any paper or printed documents, plus a minimum clerical fee of \$___ for the scanning of up to 50 pages, plus an additional clerical fee of \$___ for every increment of 50 pages scanned-in thereafter! and, iii) \$___ per page to email any documents or other information that is already in electronic form.

To preserve the sanctity of the Records, a physical records inspection requires the presence of an association or manager representative. You further agree to pay \$___ per hour in quarter hour increments for the representative's attendance at the Records inspection. You agree that all inspection, copying, mailing, and emailing charges will be assessed to your account or will be paid in advance, as the board so determines.

This form must be completed in full, signed, and dated in order to process the request.

Owner's Name: _____ Phone Numbers:

Address:

Record Requested

Reason and Purpose of Request

1. _____
2. _____
3. _____
4. _____

Do you anticipate making copies of any Records to be inspected? Yes _____ No _____

The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed \$25.00, do you wish to receive a total estimate of the charges before receiving the Record?

Yes _____ No _____

I hereby agree to the above requirements and further agree not to use or distribute any information or documents obtained from the inspection or copying of any association records for any reason or purpose other than that stated above. I agree to indemnify, defend, and hold The Kinsale Village Condominium Association, its board members, directors, officers, employees, and managing agent, and their respective successors, heirs, and assigns, harmless for any claim made or damage sustained by any person arising from, related to, or concerning my inspection, use, or receipt of copies of association Records. I further consent and agree that all inspection and other charges incurred pursuant to this request, as outlined above, will be assessed to my account or paid in advance, as directed by the board.

Owner Signature _____

Address/Unit Number _____

Date _____

c/o Customer Service at Associa Real Property Management
5550 Paul Blazer Pkwy, Dublin, Ohio 43017
Email:customerservice@rpmanagement.com

Unit Occupant Information Form

Mandatory information required by Ohio Revised Code 5311.09(A)(2)

- Unit Address _____
- Is Unit Owner-occupied? YES or NO
- **Unit Owner's Last Name** _____ First Name _____ MI _____
- Best Contact Phone Number _____
- Email Address _____
- Name of Business _____ Business Phone _____
- Business Address _____

=====
=====

- **Co-Unit Owner's Last Name** _____ First Name _____ MI _____
- Best Contact Phone Number _____
- Email Address _____
- Name of Business _____ Business Phone _____
- Business Address _____

=====
=====

- **Other Occupant / Renter's Last Name** _____ First Name _____
- Best Contact Phone Number _____ Email Address _____
- Name of Business _____ Business Phone _____
- Business Address _____

May we have your permission to use the above email addresses in blind copy for community e-mailings? ____ Yes
____ No

Occupant Information – Total number of persons actually residing in Unit including those listed above _____

Unit Owner's billing address if different from Unit address above

c/o Customer Service at Associa Real Property Management,
5550 Paul Blazer Pkwy, Dublin, Ohio 43017
Email:customerservice@rpmanagement.com

**KINSALE VILLAGE CONDOMINIUM ASSOCIATION
RENTAL OBLIGATION FORM
AUGUST, 2022**

UNIT ADDRESS _____

OWNER'S LAST NAME _____

FIRST NAME _____

CO-OWNER'S LAST NAME _____

FIRST NAME _____

OWNER/CO-OWNER'S ADDRESS _____

OWNER/CO-OWNER'S EMAIL _____ PHONE _____

TENANT'S LAST NAME _____ FIRST NAME _____

TENANT'S EMAIL _____ PHONE _____

OTHER OCCUPANT'S NAMES _____

BEGINNING DATE OF RENTAL AGREEMENT _____

ENDING DATE OF RENTAL AGREEMENT _____

Unit owner has provided a copy of the **Kinsale Village Condominium Association Unit Owners' Handbook of Procedures and Enforcement** to the tenant. YES NO

Both parties understand that the lease shall be subject in all respects to the provisions of all the condominium organizational documents, the Declarations and the Bylaws, and to the rules and regulations promulgated from time to time by the Board of Directors of Kinsale Village Condominium Association. YES NO

Both parties understand that failure by the tenant to comply with the terms of the condominium organizational documents and lawful rules and regulations of Kinsale Village Condominium Association shall be a default under the lease. YES NO

Both parties understand that the **Kinsale Village Condominium Association Rental Obligation Form** must be submitted to the Property Manager of the Kinsale Village Condominium Association prior to residency in the unit. YES NO

SIGNATURE OF THE RENTER

SIGNATURE OF THE OWNER

Failure to submit this form prior to the tenant occupying the unit will result in a fine to the unit owner's Associa account of an additional month's assessment fee (\$285.00 as of August 11, 2022).

This form must be resubmitted under the same obligations above when/if the existing lease is renewed.

Complaint Form

Date(s) & time(s) of incident _____

Alleged violator's name, if known _____

Alleged violator's address _____

Did you attempt to resolve the problem and, if so, what were the results? _____

Describe the violation or complaint (add another sheet if necessary) _____

Your name _____ Today's date _____

Your address _____ Your phone number _____

Your signature _____

Official receiving complaint form _____

Date _____

Disposition / Action

Taken _____

Email:customerservice@rpmanagement.com
Request for Hearing

If you are in receipt of a notice that the Board of Directors proposes to impose an enforcement assessment, you have the right to a hearing before the Board by providing the information below. You are allowed 10 days from the USPS receipt confirmation date of the notice, to request a hearing. If you do not make a request or it is not made in the allowable time frame, you waive the right to a hearing and the Board may proceed with the proposed assessment.

If you decide to request a hearing, mail the completed form below to the following address.

Kinsale Village c/o Customer Service at Associa Real Property Management
5550 Paul Blazer Pkwy, Dublin, Ohio 43017
Email:customerservice@rpmanagement.com

I request to be scheduled for a hearing in front of the Board of Directors. I will be notified of the date at least 7 days in advance of the hearing. I believe the proposed enforcement assessment should not be imposed for the following reason(s):

Printed Name _____

Signature _____

Date _____

THE KINSALE VILLAGE CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS CANDIDATE

A qualified candidate must be a Unit Owner whose name appears on the title or deed
for a Unit in Kinsale Village or spouse of a Unit Owner.

Date: _____

Name: _____ Signature: _____

Address: _____

Length of Time Living in Kinsale Village: _____ Home Phone: _____

Mobile

Phone: _____ Email: _____

Professional or Business Affiliations:

List your interests in serving on the board:

Please return Form To:
Kinsale Village c/o Customer Service at Associa Real Property Management,

5550 Paul Blazer Pkwy, Dublin, Ohio 43017
Email:customerservice@rpmanagement.com

A COPY OF THE KINSALE VILLAGE HANDBOOK MAY BE
FOUND ON OUR WEBSITE.

A COPY OF THE PROCEDURES & ENFORCEMENT
PORTION OF THE HANDBOOK MAY BE FOUND ON OUR
WEBSITE.

ALL FORMS MENTIONED IN THIS DOCUMENT MAY BE
FOUND ON OUR WEBSITE:

www.kinsalevillage.com