

*The
Village at
Murphy's Crossing
Condominium Association*

**2018
Handbook
(Revised 2021)**

**Approved by the Board:
February 1, 2018**

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VILLAGE OF MURPHY'S CROSSING CONDOMINIUM ASSOCIATION HANDBOOK

This Handbook, revised by the Board of Directors (Board), is designed to serve as a resource for general information about the community, the rules and regulations by which we shall live, and governing by the Association.

This is not a substitute for the Declaration and Bylaws, which you should read and understand. In the event of a conflict between this Handbook and the Declaration and Bylaws, the Declaration and Bylaws shall be the controlling document. However, it is the responsibility of the Board “to adopt rules that regulate the use or occupancy of Units, maintenance, repair, replacement, modification, and appearance of the units.” (See bylaws Section 5. Authority (b).)

While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes and/or additions. The Board will take suggestions under advisement.

Questions about the Association and its activities should be directed to the Board.

I. UNIT OWNER/OCCUPANT DEFINED

For purposes of this Handbook, a **Unit Owner** is defined as the person whose name is on the title to the unit. An **Occupant** is someone who is renting/leasing (does not own) the Condominium Unit in which they live.

II. THE BOARD AND THE ASSOCIATION

A. PROPERTY MANAGEMENT COMPANY

1. As of August 1, 2009, our property management company is:

*Towne Properties
777A Dearborn Park Lane,
Worthington, OH 43085
614-781-0055*

2. Our Community Association Manager is Rehan Hossain. He may be reached at 614-781-0055 or RehanHossain@towneproperties.com.

Rehan's assistant is *Cari Evans* who may be reached at 614-318-2741 or CariEvans@towneproperties.com.

B. THE BOARD

1. A condominium is a group of living units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. The Board of Directors is delegated by Ohio law and the Association Bylaws; with the responsibility for the operation and management of the common areas of the community

and the Association's affairs. The Board has the authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help to maintain property value.

2. Elections will be held annually at the Unit Owner's meeting. Any Unit Owner will be permitted to run for a seat on the Board. Co-unit owners (spouses/partners) cannot serve on the Board at the same time. Absentee unit owners cannot run for Board membership. Unit owners who are delinquent on their Association dues may not run for office or vote. Each Unit Owner who wishes to be considered for a Board position will need to complete a form which can be obtained from the property management company.
3. The Board consists of 6 *Village of Murphy's Crossing* Unit Owners. Two members are elected to 3-year terms each year. Terms are staggered such that two positions expire each year.

C. BOARD MEETINGS

1. The Board meets as necessary, but in no event less than quarterly, to review the Association's finances and operations.
2. Board meetings are held on the fourth Wednesday of each month at 7:00 p.m. The Board reserves the right to change the date and/or time as needed.
3. Any owner may be placed on the agenda for the next Board meeting by contacting either the Property Management Company or a Board member at least two (2) weeks prior to the Board meeting and providing the topic to be discussed.

D. HOW BOARD MEETINGS ARE CONDUCTED

A topic will be discussed among Board members. Upon completion of that discussion, attending Unit Owners who wish to address that specific topic will be recognized and given three (3) minutes of uninterrupted opportunity to comment. Once all Unit Owners who wish to be heard on that topic have been recognized, the Board will then again discuss that topic and a Board vote will be taken, if appropriate. As needed for confidentiality, the Board may elect to go into an Executive Session at which point the attending Unit Owners will be requested to excuse themselves.

E. ASSOCIATION MEETINGS

At least one annual meeting of the Association membership will be called with a minimum of five (5) days advance notice. Special meetings of the Association may be called as warranted. An occupant who is renting/leasing a unit may attend annual meetings only to provide proxy voting form with authorization from the landlord of the unit.

F. COMMITTEES

Committees will be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will staff committees, with one or two committee members being designated as Committee Chairperson(s). All Unit Owners are encouraged to be actively involved in their community and volunteer for a committee appointment by contacting any Board member or the Property Management Company. Examples of committees include: Landscaping and Social.

G. CONDOMINIUM DECLARATION AND BYLAWS

1. Every Unit Owner received a copy of the Condominium Declaration and Bylaws at or before the closing on their unit. If they do not have a copy, they can contact the Property Management Company. Copying charges may be incurred at the Unit Owner's expense.
2. The Condominium Declaration and Bylaws are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the Association will be run. It is the duty of each Unit Owner to become familiar with the Declaration and Bylaws and to make sure that all individuals who rent/lease their unit are familiar with the Declaration and Bylaws. The Unit Owner is ultimately responsible for any and all violations of the Declaration and Bylaws that may be committed by individuals to whom they rent/lease.

H. PURPOSE OF RULES AND REGULATIONS/AMENDMENTS

1. The purpose of the rules and regulations of *The Village at Murphy's Crossing* is to establish rules that will preserve our asset (the community), control operating and maintenance costs, and provide for a harmonious living environment for all Unit Owners/Residents.
2. The condominium industry recognizes that a condominium's resale value lies in the well-kept and uniform appearance of the entire community, and it is to this end that the Board, pursuant to the Declaration and Bylaws, adopted many of these rules and regulations.
3. The Board may amend the rules and regulations from time-to-time as conditions change. Such changes will prompt a revision page, or pages, to this Handbook that will be issued to each Unit Owner.

I. DEFINITION OF COMMON ELEMENT

Except that which is defined to be a unit, the Common Element is all of the condominium property.

J. DEFINITION OF LIMITED COMMON ELEMENT

1. The Limited Common Element are those portions of the Common Elements (the porch, patio area and driveway area) that serve one Unit and whose use,

benefit, and enjoyment are reserved for the Unit Owner/Occupant of that Unit.

2. It is to be noted that even in the “Limited Common Elements”, Unit Owners/Occupants must abide by the rules and regulations of the condominium association. Examples of this principle are illustrated below:
 - a. If a Unit Owner/Occupant owns a dog, that dog will not be unleashed on the patio even though it is referred to as a Limited Common Element.
 - b. Pet waste cannot be allowed to accumulate on Limited Common or Common Elements consistent with the Powell Ordinance.
 - c. Vehicles will not be repaired in driveways or other Limited Common Elements.
 - d. Sunbathing on the driveway or front porch of the unit is not permitted.
3. This list is illustrative only and not limited to the examples cited.

K. PURPOSE OF COMMON ELEMENT

The Common Element is for the sole and exclusive use, benefit and enjoyment of the Unit Owners/Occupants for the purpose and manner in which such areas and facilities are ordinarily used. All Unit Owners jointly own the Common Element, including the Limited Common Element. No one shall use the Common Element or Limited Common Element in such a manner as to disturb others or alter the Condominium Property in any way that has not been sanctioned by the Board.

L. ACTIVITY ON COMMON ELEMENT

There shall be no playing of organized sports, lounging, parking of wheeled vehicles, benches, chairs on any part of the Common Element except patio/porch areas, (Limited Common Element) and any Board-approved extension of the patio. Any benches in common areas need preapproval by the Board. It is expected that Unit Owners/Occupants will demonstrate common courtesy to adjoining Unit Owners/Occupants relative to noise and activities on patios and porches. Party activities on the common areas and limited common areas (porches and patios) should terminate by 10:00 pm Sunday through Thursday, and 12:00 am on Friday and Saturday night.

M. DAMAGE TO COMMON PROPERTY

1. No activity is permitted on the Condominium Property that might cause damage to lawns, landscaping, buildings, pavement or other personal property. If damage is caused to any Common Elements or another Unit Owner's property due to actions of a Unit Owner, their household pet, guest, or occupant, the Unit Owner will be responsible for repairs and/or charges as determined by the Board of Directors and/or the Management Company.
2. Unreasonable noises or actions (e.g.: loud music, barking dogs, wind chimes), or any other nuisance or illegal activity are prohibited. All

physical or verbal abuse is prohibited. No noxious or offensive activity will be conducted in any Unit, or upon the Common or Limited Common Elements, neither will any Unit be used in any way nor for any purpose that may endanger the health of or unreasonably disturb any occupant.

3. Except as otherwise specifically provided in the Declaration, no Unit will be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto; provided, however, no Unit may be used as a rooming house, group home, commercial foster home, or fraternity/sorority house, or any similar type of lodging, care, or treatment facility. Notwithstanding the foregoing, an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is permitted.
4. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of Unit Owner's/Occupant's personal property left in the Common Element.

N. NONCOMPLIANCE WITH RULES AND REGULATIONS/FORMAL COMPLAINTS

1. Unit Owners/Occupants who have problems with other Unit Owners/Occupants with regard to following the rules of the Handbook are encouraged to try to resolve the issues informally.
2. Any Unit Owner/Occupant who feels that a rule has been violated may file a formal written complaint with the Property Management Company using the form at the back of this Handbook. Once that written complaint is received, the Board and/or Property Management Company will review the complaint and, if warranted (in the Board's sole discretion), send a violation letter to the Unit Owner. The Property Management Company will also send the Unit Owner a copy of this section of the Handbook titled "Noncompliance with Rules and Regulations/Formal Complaint." A copy of the letter sent to the Unit Owner will also be sent to the Board.
3. See the section titled "Enforcement Assessments for Violating Handbook Rules/Late Dues" for assessment amounts.

O. COMPLAINT PROCESS/DISPUTE RESOLUTION

1. Complaints must be sent in writing to Towne Properties. This can be done via e-mail or the Formal Complaint form which can be found at the back of this

Handbook (see mailing address and e-mail information for Towne Properties on Page 4 of this Handbook).

2. Responding to a formal written complaint is always the responsibility of the Unit Owner.
3. The Unit Owner receiving the letter has the following options:
 - a. Comply with the Handbook within 10 days of notification of non-compliance. Once that has been achieved, the Unit Owner should notify the Property Management Company. The Property Management Company will inform the Board when it does not receive this notification within 10 days.
 - b. A Unit Owner who receives a formal complaint letter has the right to request a hearing with the Board. In compliance with Ohio Condominium Law, the Unit Owner must deliver written notice to the Property Management Company no later than the 10th day after receiving the formal complaint letter. A hearing will then be scheduled. If the Unit Owner needs to reschedule the initial hearing, the Board will allow for a single rescheduling with a minimum 24 hours prior notice to the scheduled hearing. Should there be a second cancellation; the Board will assume the right to a hearing regarding the formal complaint has been forfeited.
 - c. Refusal to comply. If the Unit Owner does not comply within the allotted time period and does not write a letter to the Property Management Company requesting a Board hearing, the Board may engage someone to perform the necessary work, and assess the Unit Owner for the associated expenses. An assessment will also be made against the Unit Owner if this is a repeat violation.
 - d. Repeated written formal complaints for the same issue will result in escalating assessments to the Unit Owner as outlined in the section of this Handbook titled “Assessments for Violating Handbook Rules/Late Dues.”
 - e. The anonymity of the Unit Owner/Resident filing a formal written complaint will be protected.
 - f. If the Board determines that a Unit Owner/Resident has allowed the limited common areas or common areas to become unsightly, the Board can arrange to correct the problem, repair the damage, etc. and assess the Unit Owner for the associated expenses.

III. COLLECTION/ASSESSMENT POLICY

A. ASSOCIATION DUES

1. Association dues are payable to *The Village at Murphy's Crossing Association c/o Towne Properties, 777A Dearborn Park Lane, Worthington, OH 43085* on the first of each month.
2. Please note that automatic electronic transfer of monthly condominium fees is the preferred form of payment to the Association and will ensure the Unit Owner that late fees will not be charged. Unit Owners may wish to receive payment coupons and that can be arranged by contacting Towne Properties.
3. All assessments are due on the 1st day of the month and are considered late if not received by the 14th day of the month.
4. A late assessment of \$25/month will be added to any account delinquent after the 14th of the month or on any balance of unpaid assessments. (Subject to increase upon further notice).
5. The Association will apply any payments in the following order:
 - a. Interest owed to the Association;
 - b. Administrative late fees owed to the Association;
 - c. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and, finally,
 - d. Oldest principal amounts owed for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.
6. Any unpaid assessment may result in the Association filing the lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is rented, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.
7. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
8. If any Unit Owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
9. If a Unit Owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

B. RETURNED CHECKS (NSF)

Any check returned for non-sufficient funds (NSF) will have a handling assessment charged back to the Unit Owners account. Returned checks will be held until a replacement check has been cleared for payment. There will be an assessment of \$25/occurrence for non-sufficient fund (NSF)/returned checks.

C. ENFORCEMENT POLICY

1. The Unit Owner is responsible for any violation of the Declaration, Bylaws or Rules (“Governing Documents”) by the Unit 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 Unit Owner.
3. All costs for cleaning or repairs or both to the common elements or other property stemming from any violation will be charged to the responsible Unit Owner’s account.
4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an assessment for damages to the common elements or other property, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable recurring 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:
 - a. Written notice(s) will be served upon the alleged responsible owner specifying:
 - i. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
 - ii. A description of the property damage or violation; and
 - iii. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - iv. A statement that the Unit Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 - v. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

- b. To request a hearing, the Unit 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.
 - i. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit 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
 - ii. At the hearing, the Board and alleged responsible Unit 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 Unit 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 Unit 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.
- c. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

IV. INSURANCE

A. ASSOCIATION INSURANCE

1. The Association will maintain appropriate levels of insurance according to Ohio State law and *The Village at Murphy’s Crossing Association Declaration and Bylaws*.
2. Check with Towne Properties Management Company for current insurance carrier.

B. ASSOCIATION INSURANCE POLICY

A copy of the Association’s Insurance Policy can be obtained upon request to our agent. Contact information may be obtained from Towne Properties. Copy charges may be incurred at the Unit Owner’s expense.

C. ASSOCIATION INSURANCE COVERAGE OVERVIEW

The Association maintains appropriate levels of insurance for the common areas of the community (inclusive of the Clubhouse and pool), as well as the basic structure (both

interior and exterior) of the condominium units as they were at the time the units were first transferred from the developer (builder) to the initial owners at the time of closing.

D. HOMEOWNER'S INSURANCE COVERAGE

Unit Owners are strongly encouraged to purchase individual homeowner's insurance which provides coverage for personal contents as well as any and all additions, improvements, betterments, and upgrades added to the unit subsequent to when the unit was transferred from the developer (builder) to the very first Unit Owner at closing.

E. INSURANCE DISCLAIMER

The above is provided solely for informational overview purposes only. A Unit Owner is responsible for and is encouraged to determine their individual homeowner's insurance requirements upon consultation with a qualified insurance expert. To assist in that endeavor, a copy of the Association's Insurance policy is available from the Property Management Company.

V. UTILITIES

A. HOMEOWNER RESPONSIBILITY

Unit Owners/Occupants are responsible for maintenance and payment of their own gas, electric, sewer, cable television, telephone and for calling to initiate service on the date of possession.

B. ASSOCIATION RESPONSIBILITY

1. The Condominium Association pays for the electric, gas and sprinkler maintenance for the Common Element, the pool, Clubhouse, landscaping, pond maintenance and pool maintenance. In addition, water and trash pick-up are paid for by the Association as of this revision of the Handbook.
2. The Association, through Rumpke (740-881-4334), provides trash receptacles in order to keep our community clean.
3. Refuse in receptacles will be placed at the street no earlier than 6:00 p.m. the evening before collection. Refuse containers must be returned to the inside of the garage the evening of collection day. Should wind blow trash around the community, the Unit Owner/Occupant is responsible for picking it up and appropriately disposing of it.
4. Collection day is Tuesday and collection can begin as early as 6:30 a.m.
5. On major holidays i.e., Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year, the trash may be picked up one day later, but will return to Tuesday on the following week.

C. RECYCLING

1. Unit Owners/Occupants may make arrangements for recycling with Rumpke. Recycling takes place on Tuesdays, but separately from trash pickup. It is the responsibility of the Unit Owner/Occupant to pay directly to Rumpke.
2. Free recycling receptacles are also located on North Liberty Road in a school's parking lot.

D. SNOW REMOVAL

1. Snow plowing should begin when the snow or ice reaches a depth of 2 inches. Snow must be removed to the end of the nearest open area on the parking surface. The drives and access to surface streets are the first priority. Sidewalks, mailbox areas, stairs, handicapped ramps and other access points will be cleared in the most efficient manner possible. Residents should understand that sidewalk crews might not work safely if temperatures and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. In these conditions, the contractor reserves the right to stop sidewalk crews from working until conditions improve.
2. Salt (ice melt or other ice melting material) should be applied to any area that is deemed hazardous. This applies to asphalt only and will be done only with prior approval of the Property Management Company or designated representative.
 - a. The use of salt on the concrete porches, walks and patios is *prohibited*.
 - b. Calcium chloride or other non-destructive de-icing agents should be used in moderation.
3. The contractor will insure that all curbs, drives and all turf areas are protected from damage from equipment. Should damage occur, the Property Management Company will notify the contractor in writing within 12 hours and the contractor will be held responsible for repair and/or replacement.
4. Please keep parked cars off of roadways during snow removal as additional plowing necessitated by parked, and subsequently moved, vehicles can result in additional charges to the Association.

VI. HOMEOWNER'S MAINTENANCE

A. INTERIOR MAINTENANCE, EMERGENCY RESPONSIBILITY

All interior maintenance issues, including those that constitute emergencies, are the responsibility of the Unit Owner. Please see the complete list at the back of this Handbook.

B. EXTERIOR MAINTENANCE

Unit Owners are responsible for maintaining those items outlined as Owner responsibility on the list at the back of this Handbook. Maintaining such items includes, but is not limited to, repairing damages, and replacing non-functioning elements.

C. MODIFICATIONS AND ALTERATIONS TO PROPERTY

1. Board approval is required for any modification or alteration to the Common Element or Limited Common Element. Only Unit Owners may request an Exterior Modification. Occupants may not request Exterior Modifications. The Unit Owner desiring approval for a modification/alteration will submit complete plans to the Property Management Company, including specifications showing the nature; kind, shape, height, materials, color (must be a neutral color that blends well with exterior of the condo), and location, desired start and anticipated completion dates, for the desired alteration/modification. Please use the Exterior Modification Application form in the back of this Handbook. A submitted application does not in any way infer approval.
2. The Board may require the Unit Owner to obtain written approval of the proposed modification/alteration from other Unit Owner common to the same building.
3. The Board will vote on the request for exterior modification/alteration after the Unit Owner has supplied all requested documentation.
4. Reasons for the Board not to approve a submitted plan for modification/alteration include, but are not limited to,
 - a. The proposed modification/alteration would interfere with Common Element maintenance (such as lawn mowing, etc.);
 - b. The proposed modification/alteration would not be aesthetically appropriate in that its appearance, color, character or materials would conflict with the character of the community;
 - c. Request for modification/alteration submitted by an Occupant.
5. With written Board approval, but prior to initiating the modification/alteration, the Unit Owner will sign appropriate documents that will:
 - a. Define the scope of the modification/alteration approved;
 - b. Acknowledge that the granting of Board approval does not in any way constitute a change in the definition of the property, and that it remains defined as Limited Common Property;
 - c. Hold the Unit Owner, or subsequent Unit Owner, responsible for all maintenance and or damage repair to the modification/alteration,

irrespective of how that damage was created. The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of that modification/alteration (i.e. staining/painting of decks, mulch in new landscaping, etc.)

6. Any variation in installation from that represented on the original approved application for exterior modification/alteration must be approved in writing. Failure to do so will result in an enforcement assessment.
7. If any landscape, public improvements or utilities are damaged or destroyed during any phase of the exterior modification/alteration, the Unit Owner shall, at their expense, replace and/or repair such damage. Failure to do so will result in an assessment.
8. The Board will respond within 60 days to a written request submitted on the Exterior Modification Application form at the back of this Handbook. Failure of the Board to respond within 60 days will constitute approval of the request. This Bylaw cannot be invoked until the Unit Owner has demonstrated proof of submission of the Exterior Modification Application form and proper Board notification (i.e., certified mail, return-receipt requested).
9. It is the responsibility of the seller to disclose to a new Unit Owner any and all architectural/landscape changes or improvements that are the responsibility of the new Unit Owner to repair or maintain. If necessary, please contact the Management Company to identify previous architectural/landscape changes to a unit.

VII. CLUBHOUSE/POOL/EXERCISE ROOM

A. CLUBHOUSE RENTALS

1. Be advised that Unit Owners who are not current on the payment of their Association dues will not be permitted to reserve or use the Clubhouse, pool, or exercise room until such time as the dues are brought current. In addition, all voting privileges are suspended when a Unit Owner is delinquent on their Association dues.
2. The Unit Owner/Occupant must make reservations by contacting the Property Management Company.
3. Unit Owner/Occupant must be present for the duration of each reserved event. Failure to do so will result in an assessment.
4. The Property Management Company will maintain the reservation calendar forwarding a copy of the calendar to all members of the Board.

5. No more than one event will be scheduled for the same day.
6. Reservations will be made on a first-come, first-served basis. The reservation date will not be held beyond 7 days should the deposit not be received within that time period. For example, if you reserve the Clubhouse for June 10th, your deposit must be received by the Property Management Company within seven (7) days of making the reservation but no less than four (4) days prior to the event. If the reservations are made with less than four (4) days notice, the Unit Owner/Resident must personally deliver the check to the Property Management Company.
7. Reservations will require two (2) checks. One check for \$150 deposit which shall be refundable if the Clubhouse is restored to good order which includes vacuuming the entire facility, cleaning restrooms, cleaning kitchen appliances, damp mopping the floors, removing trash to their own trash receptacle, etc. The 2nd check is for \$35 and is the cost for the use of the Clubhouse. This check is not refundable.
8. Upon post-event inspection, the Property Management Company will cash the \$35 check and return the \$150 check after it has been determined the Clubhouse was left in satisfactory condition.
9. The Property Management Company may determine that additional fees be deducted from the deposit or that additional assessments levied beyond the \$150 deposit fee should the damages, repairs, or additional cleaning exceed \$150.
10. Rental of the Clubhouse does not include use of the swimming pool unless specifically requested and approved in writing by the Board.
11. The Exercise Room is off-limits to partygoers and must be closed off during events scheduled at the Clubhouse.
12. Smoking is prohibited in the Clubhouse, exercise room and around the pool.
13. DJ's, extra stereo equipment or live music are prohibited to be set up outside the Clubhouse. This is a courtesy to Unit Owners/Residents living in close proximity of the Clubhouse.
14. Unit Owners/Occupants with approved reservation for the Clubhouse/Pool must observe all Clubhouse/Pool/Exercise Room rules.
15. The Clubhouse, including Pool area and restrooms, must be left in clean condition and all trash removed after events scheduled by Unit Owners/Occupants.
16. Per the building code, no more than 93 people are permitted in the Clubhouse at one time.

17. After Clubhouse events, the thermostat is to be reset to 63 degrees in the winter and 80 degrees in the summer to minimize the costs associated with heating and cooling.
18. *The Village at Murphy's Crossing Condo Association* and the Property Management Company will not take responsibility for any injuries that occur before, during or after the scheduled event, or as a direct result of the use of the Clubhouse or any other facilities of the *Village at Murphy's Crossing Condo Association*.

B. NON-RESIDENT USE OF THE POOL/CLUBHOUSE/EXERCISE ROOM

Only Unit Owner/Occupants are permitted to use the Pool, Clubhouse or Exercise Room. All others must be accompanied by an adult Unit Owner/Occupant.

C. CLUBHOUSE/POOL/EXERCISE ROOM RULES AND REGULATIONS

1. Failure to follow these rules and regulations may result in enforcement assessments.
2. Rule violations that are not addressed by the Unit owner within 10 days of written notification by the Board/Property Management Company will be addressed by the Board. The Unit owner will be responsible for all associated expenses.
3. The use of the Clubhouse is restricted to the *Village of Murphy's Crossing* Unit Owners/Occupants.
 - a. Unit Owners/Occupants who allow others to use the Pool, Clubhouse or Exercise Room without being present will be assessed and will have their privileges for using the Pool or Clubhouse suspended. Unit Owners/Occupants who provide non-residents with keys to the Pool, Clubhouse or Exercise Room will be assessed and have their Pool/Clubhouse/Exercise Room privileges suspended for four (4) months, and will be responsible for the expense of having the doors re-keyed as well as new keys issued to all Unit Owners.
 - b. In addition, Adult Unit Owners/Occupants are limited to 6 guests per unit in the Clubhouse/Pool/Exercise Room (unless Clubhouse has been rented).
 - c. The Pool, Clubhouse and Exercise Room are private property and must be treated as such. This is not a public pool and violations of this policy place undue liability on Unit Owners. The pool may be closed at the discretion of the Board or Management Company for any reason and at any time, without notice.
 - d. Clubhouse hours are 6:00 AM to 10:00 PM.

- e. Pool Hours are 10:00 AM to 8:00 PM. There is no lifeguard on duty at the pool; swimming is at each person's own risk.
- f. Anyone under the age of 14 may use the Clubhouse, Pool and Exercise Room only with an adult Unit Owner/Occupant present. Violators will be assessed.
- g. Adult Unit Owners/Occupants are responsible for supervising family members when using the Clubhouse, Pool, and Exercise Room. Unit Owners are responsible for any damages to the facility and its contents caused by their guests or themselves.
- h. Pets are prohibited in the Clubhouse, Pool/Pool area or Exercise Room at any time
- i. Loud or abusive language/gestures is prohibited around the Pool, Clubhouse or Exercise Room.
- j. Dirty diapers or other odor causing items are not to be left in the Clubhouse trash. The Clubhouse is not cleaned on a daily basis and these items will create an obnoxious odor.
- k. No trash is to be left behind when visiting the Clubhouse.
- l. The Clubhouse Great Room, Exercise Room, hallway and bathrooms can be used by Adult Unit Owner/Occupant and up to 6 guests without renting the facility.
- m. The Kitchen and small side room cannot be used without renting the Clubhouse.
- n. Smoking is prohibited in the Clubhouse, Pool, Exercise Room and around the Pool.
- o. Only water in plastic bottles is permitted in the Pool area except for community sponsored events.
- p. Running, diving, pushing, flips or roughhousing is prohibited in or around the Pool and Clubhouse.
- q. Public intoxication and/or illegal substances will not be tolerated.
- r. Proper swimming attire is required to swim in the Pool. Cutoffs, shorts, or other street clothes are prohibited in the pool. Incontinent persons must wear proper swim attire.
- s. People in wet bathing suits are prohibited in the Clubhouse except to use the restrooms and enter/exit.

- t. Loud music around the Pool or in the Clubhouse or Exercise Room is prohibited.
- u. The use of the Clubhouse grill is restricted to scheduled Association events only.
- v. Food is prohibited on pool deck.
- w. Doors must be locked when exiting the empty Clubhouse.
- x. The TVs and fireplace are to be turned off after Clubhouse use.

4. Use of Exercise Room Equipment

- a. Exercise equipment is not to be left in the Exercise Room without the express consent of the Board. Equipment that is left in the Exercise Room without approval will be discarded. If a Unit Owner/Occupant has equipment they no longer want, he/she must dispose of it him/herself.
- b. Users of exercise equipment are required to wipe down exercise equipment before and after use.
- c. Users of exercise equipment are asked to report malfunctioning equipment to the Property Management Company. Please note the date and nature of the malfunction.
- d. In addition, if a user of the equipment notes a problem, he/she is asked to place the OUT OF ORDER sign (which will be maintained on the bulletin board) on the equipment to avoid further damage to the equipment.
- e. Equipment marked as OUT OF ORDER will not be used until such time as repairs can be made.
- f. Equipment is not to be moved.
- g. Proper usage of exercise equipment by Unit Owners/Occupants and their guests is required. Improper use will result in damage to equipment and may lead to the suspension of Exercise Room privileges for the abuse and/or financial responsibility for damage to the property.

VIII. GENERAL RULES AND REGULATIONS

A. PERSONAL PROPERTY

All personal property, such as lawn chairs, bicycles, tables, chairs, etc. must be kept within Unit Owner's/Occupant's patio area or the garage. If, through Board approval,

there has been an extension to the patio, personal property can be placed on the approved patio extension.

B. HOSES/HOSE REELS

Personal hose reels and hoses must be stored in the Unit Owner's/Occupant's garage or back patio area when not in use. No hose mounts or hoses are allowed to be stored in flowerbeds. No hose reels are to be attached to the unit. Damage caused to Unit Owner's/Occupant's hoses or reels that occurs in the normal course of property management (such as through lawn mowers, etc.) is the responsibility of the Unit Owner/Occupant.

C. SATELLITE DISH

1. Only Unit Owners can request the installation of a satellite dish.
2. When a Unit Owner wishes to install, or have installed a satellite dish, that Unit Owner must submit an application to the Association for such an installation. Please use the Satellite Dish Application form in the back of this Handbook. A submitted application does not in any way infer approval.
3. The approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all City of Powell Codes and Regulations, and those codes and regulations of other agencies governing such an installation (i.e. the FCC, the Building Department, the Utility Company, Manufacturer Guidelines, etc.). The Unit Owner is still required to obtain any and all permits (such as a building permit etc.) required by law.
4. Unit Owners who install satellite dishes are required to landscape the area so as to prevent unsightly views to neighbors and passers-by. Along with the application for approval for the Satellite Dish, the Unit Owner must also provide plans for landscaping the area to minimize visual impact.
5. Satellite dishes shall be as small as possible, but in no case larger than 39.4 inches (one meter) in diameter and shall not be affixed to or placed upon any exterior wall, roof, or in the common elements unless approved in writing by the Board.
6. The satellite dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer's specifications.
7. The Board reserves the right to direct the Unit Owner to paint the dish (at the Unit Owner's expense) in a color that will blend with the surrounding building.
8. If any existing landscape, public improvements, building exterior or utilities are damaged or destroyed during any phase of satellite dish installation, the Unit Owner shall, at their expense, replace and/or repair such damage. Failure to do so will result in an assessment.

9. With satellite dish removal, the Unit Owner is responsible to repair any damage resulting from the dish having been installed. Failure to do so will result in an assessment.
10. Satellite dish maintenance and/or repair are the responsibility of the Unit Owner. The Unit Owner is responsible for any additional unit maintenance and/or repair costs incurred as a result of the satellite dish installation.
11. Any variation in installation from that represented on the original approved application for dish installation must be submitted in writing for approval. Failure to do so will result in an assessment.

D. FLOWERS/LANDSCAPING/GRASS

1. Unit Owners/Occupants are encouraged to plant flowers (annuals and/or perennials), in the mulched common areas immediately adjacent to their Unit. Planting around common trees is prohibited.
2. Prior written approval from the Board is needed to extend a mulched area, create a new mulch area, plant trees/bushes/shrubs in the Limited Common Elements around a Unit. Please use the Exterior Modification Application form at the back of this Handbook. A submitted application does not in any way infer approval.
3. A master plan for the condominium's landscaping will, in large part, determine whether or not the proposed planting will be harmonious with the overall landscaping plan.
4. Maintenance of the flowers is the responsibility of the Unit Owner/Occupant. Dead annuals are to be removed at the end of the season.
5. Artificial flowers, plants and trees are prohibited except when used in a seasonal wreath/decoration.
6. Watering the grass surrounding your unit is encouraged. Watering of any newly seeded or newly applied sod is also encouraged.
7. Railroad ties and landscaping timbers used as shrub edging or enclosures are prohibited.
8. Unit Owners will be required to remove unacceptable plantings.
9. When making Board approved additions to landscaping, the Unit Owner will be responsible for damage that may occur to underground utility service connections or lines as a result of planting as well as for any future damage that may result from growth of plantings. The Unit Owner or any subsequent purchaser of the unit must maintain any and all landscape plantings installed by the Unit Owner.

E. MULCH

Unit owners/Occupants who wish to purchase additional mulch for their landscaping must purchase shredded mulch in classic black.

F. HANGING FLOWER POTS

1. Hanging flowerpots are prohibited in porch areas. Drilling holes into these wood and wood by-product areas presents a source for the possible entry of moisture, insects, etc. that could cause eventual damage by de-lamination. The Unit Owner, or subsequent Unit Owner, will be held responsible for all repair costs, either immediate or in the future, to wood or wood by product structures.
2. Attaching hanging pots to the siding area (irrespective of location) or garage is prohibited.

G. PLANTERS/FLOWER POTS/FLOWER BOXES

1. Up to a combination of two (2) planters, flower pots or flower boxes are permitted on the front porch or walkway of the units.
2. At the end of the growing season, planter and flower boxes must be removed from view.
3. Whiskey barrels are not acceptable as planters.
4. Standing flowerpots of natural materials or giving the appearance of natural materials are permitted on porches and patios only. No more than two (2) planters may be placed on the front porch or walkway of the unit.
5. Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass areas of the Common Element.

H. SHEPHERD HOOKS

Shepherd hooks will only be permitted in the rear Limited Common Element.

I. DECORATIVE ITEMS /LAWN ORNAMENTS

Decorative items such as statues, statuettes, fountains, bird feeders, birdbaths, mirror balls, and decorative art are permitted only in back limited common areas. Lawn or yard ornaments of any kind are prohibited in common areas. This list is not exhaustive and the Board may request the removal of other items deemed inappropriate.

J. TRASH/TRASH CANS

1. Refuse containers must be placed outside no earlier than 6:00 PM the night before collection day and returned to the inside of the garage the evening of collection day.
2. Should wind blow trash around the community, the Unit Owner/Occupant is responsible for picking it up and appropriately disposing of it.
3. Any Unit Owner/Occupant who will be out of town must make proper arrangements with a neighbor, relative or friend for proper disposition of their trash receptacle.
4. Secure trash in a manner which will prevent it from being scattered or blown.
5. Large items must not be placed on the curb for trash collection until the morning of pick-up.

K. FLAGS

1. The American flag, military flag or Blue Star may be flown or displayed at any time following normal flag protocol. School and team flags may be flown on game day only. All other banners or flags are prohibited. Flags must be made of nylon, polyester or cotton and must be a reasonable size.
2. Installation of flag holders are permitted only on the wood portion of the porch area and are not permitted to be installed to any siding area or wood trim surrounding garages. Damage created by installation of flag holders, through the drilling of holes permitting water to enter and causing wood damage, either immediate or in the future, is the responsibility of the Unit Owner.

L. SIGNS

1. One professionally prepared, unlit 'FOR SALE' or 'FOR RENT' sign (no larger than nine square feet in size) may be placed inside the window of a Unit.
2. A security system decal may be placed in the window and/or on a small sign designed for that purpose and placed in the garden bed area closest to the front door.
3. Open house directional signs are permitted for the day of the Open House only.
4. Other than the types of signs listed above, there will be no posting of signs in the windows of the condo units, garage doors or any other part of the condo units, mulch beds, Common Areas or Limited Common Areas. Other signs, including real estate signs, political signs, team signs, are prohibited.

M. WIND CHIMES

Wind chimes are permitted in the rear limited common area with consent of the Unit Owner's/Resident's immediate neighbors.

N. AWNINGS

1. Installation of exterior retractable patio awnings is permitted only after Board approval of a Request for an Exterior Modification. Please use the Exterior Modification Application form in the back of this Handbook. A submitted application form does not in any way infer approval.
2. For Unit Owners with a patio directly adjacent to another unit(s), written permission from the neighboring Unit Owner(s) must first be obtained and must be attached to the Request for Exterior Modification.
3. Retractable awnings must be a solid, neutral color that blends well with the exterior of the condo (e.g., taupe, tan, medium brown). No striped awnings are permitted. The Board reserves the right to dictate the color of the awning.
4. The Unit Owner is financially responsible for repairing any damage to the exterior of their own unit, other units, or utility lines caused by the installation/use of the retractable awning.
5. Retractable awnings must be retracted at all times when not in use.
6. The Board reserves the right to have the Unit Owner de-install the awning if excessive complaints are made. The Unit Owner is financially responsible for any repair to the exterior of the unit that results from de-installing the retractable awning.
7. Window awnings and freestanding awnings are not permitted.
8. Board approved awnings must be maintained, repaired, and replaced by the Unit Owner and/or any subsequent purchaser of the unit.

O. PATIO UMBRELLAS/PATIO FURNITURE/FREE STANDING PATIO SWINGS

Patio umbrellas, patio furniture and free standing patio swings should be a neutral/muted color and are permitted in the patio/deck area only of the Unit

P. EXTERIOR LIGHTING

1. Landscape lights are only to be installed in the mulched area of the front walkway and in the rear patio area of each unit with Board approval. They must be no greater than 24" high, a dark or black color and using warm LED

lightening of sufficiently low intensity so that the adjacent neighbors are not disturbed.

2. The Unit Owner assumes all responsibility for the landscape light installation and maintenance. Should the lights be damaged in the normal course of property maintenance, such as through lawn mowing etc., the Unit Owner is responsible for the repair/replacement/removal of the damaged lights.
3. Replacement of exterior lighting fixtures on the Unit must be the same as provided by the developer to maintain exterior uniformity.
4. Installation of additional exterior lighting (other than landscape lights in the rear patio area) requires prior written Board approval.
5. Board approved additional exterior lighting must be maintained, repaired, and replaced by the Unit Owner and/or any subsequent purchaser of the unit.
6. When making Board approved addition to exterior lighting, the Unit Owner will be responsible for damage that may occur to underground utility service connections or lines as a result of any digging that may be necessary.

Q. GARAGE DOORS

1. The garage doors at *The Village at Murphy's Crossing* are part of the Unit. Because of the short nature of some driveways, it is imperative that Unit Owners/Occupants exercise extreme care not to damage their garage doors when parking on the driveway. Damaged garage doors can significantly affect the appearance of the community.
2. Owners are required to close the garage doors when the garage or driveway is unattended. Not only does this improve the overall appearance of our homes, it discourages theft.
3. Other than a community effort towards refinishing or replacing all of the garage doors, the Unit Owner is responsible for the timely repair of damaged garage doors.
4. Garage door replacement must be identical in appearance to the existing garage door. Replacement of a garage door must have prior written Board approval.

R. FRONT PORCH FURNITURE

Furniture is prohibited on the front porches of the units.

S. ROCK SALT ON CONCRETE DURING WINTER

The use of salt on the concrete porches, walks and patios is prohibited. Calcium chloride or other non-destructive de-icing agents should be used in moderation.

T. HOLIDAY AND SEASONAL DECORATIONS

1. A reasonable display of lights and decorations, not causing permanent damage to the building, gutters, and wood trim can be displayed in or on the limited common area of each unit during the holiday season. Nothing shall be attached to any common element. Any damage created by the installation of these holiday decorations is the responsibility of the Unit Owner.
2. Holiday decorations and/or lights are not allowed on the common property, such as the front lawn area and trees, without written Board approval. The Board will make adequate time provisions for evaluating holiday displays submitted for approval. Holiday lights may be placed on the bushes adjoining the Unit Owner's condo. Inflatable decorations are prohibited in front of Units or common areas.
3. Holiday Decorations may not be displayed before Thanksgiving Day, and must be removed by no later than the 15th of January of the following year. For any other holiday that occurs outside of the time period between Thanksgiving Day and January 15th, residents may display decorations one week before and one week after the holiday.
4. One front door decoration, such as a wreath or door hanging, is permitted. Seasonal wreaths should coincide with the season.

U. GARAGE SALES/TAG SALES/MOVING SALES

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

V. MOVING RESPONSIBILITIES

1. If you are moving, it is very important to notify the Property Management Company as to whom the new Unit Owner of record is and the closing date. It is the current Unit Owner's responsibility to make certain that all condominium dues, utilities, etc. are current.
2. Please make certain that on the day of moving, your moving trucks etc. will not interfere with the normal flow of traffic, and will permit other trucks, refuse collection, or emergency vehicles to pass. Try to arrange your moving date so that it does not conflict with scheduled events such as refuse collection.

W. PARKING/VEHICLES/DRIVEWAYS

1. All parking by Occupants or guests of Occupants must be in the following order:
 - a. First, inside of the garage; and

- b. Second, if there is no available space within the garage, then within the Limited Common Elements in front of the Unit's garage door.
2. Vehicles are not permitted to be parked in any manner that blocks any street or driveway, or the ingress/egress to any other Unit Owner's/Occupant's garage.
3. Parking along any street is strictly prohibited if it blocks egress to any Unit or the street itself.
4. Overnight parking on the street or in front of the clubhouse is prohibited.
5. Parking on both sides of the street is prohibited by the Association and by the City of Powell because it restricts the movement of emergency vehicles.
6. Parking or driving on any lawn area is prohibited. Repair to damage caused by parking or driving on the lawn area will be the responsibility of the Unit Owner.
7. Boats, trailers, motor homes, recreational vehicles, trucks (larger than 1 ¾ ton pick-up), campers, and travel trailers are not permitted on the Condominium Property without advance approval by the Board, unless kept within an enclosed Unit garage or except as provided below.
8. Vehicle repairs are prohibited on Common or Limited Common Elements. Inoperable vehicles (a vehicle with flat tires, a dead battery, or that is otherwise incapable of movement under its own power; a vehicle with 50% or more rust covering the body or other extensive damage, including, but not limited to, missing tires, motor, or transmission, or a broken windshield; expired tags; etc.) are not permitted to be parked in any area on the Condominium Property other than an enclosed garage, except for short-term, emergency service (changing a flat tire, battery jump, etc.). Unit Owners/Occupants and their guests will make every effort to protect the Common Element paving and Limited Common Element paving, including, but not limited to, using wood to distribute jack pressure, while making short-term, emergency repairs.
9. Parking of commercial vehicles, which are those vehicles with commercial plates, signage, or commercial equipment/apparatus, are not permitted to be parked on the Limited Common Elements (driveways) or Common Elements (e.g. guest parking) at any time. Commercial moving vans and trucks, or other commercial vehicles on the Condominium Property to perform service or repair work for a Unit Owner/Occupant, or commercial vehicles performing services or repairs requested by the developer/Board, are the authorized exceptions for the length of time necessary to accomplish the service or repair work.

10. Violation of any of the parking and vehicle operating rules may result in towing, without notice, at the vehicle owner's expense.
11. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned immediately by the Unit Owner/Occupant. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the Unit's garage or off the Condominium Property. With the exception of short-term emergency work, vehicle repairs are prohibited on roadways, parking areas, and driveways.
12. When entertaining guests, the Unit Owner/Occupant must instruct guests that they may park on only one side of the street. Parking within 10 feet of a fire hydrant, or overnight (as defined above), is prohibited.

X. SPEED LIMIT

The speed limit within the community is 15 mph. Excessive speed and reckless operation is prohibited. Violators may be reported to the Powell Police Department.

Y. EXTERIOR/INTERIOR WINDOW COVERINGS/WINDOWS

1. Unit Owners/Occupants shall not cause or permit anything (except where it is expressly permitted in this handbook) to be hung or displayed on the inside or outside of windows (except interior drapes/curtains/blinds/interior shutters that are a neutral color of beige or white or lined with a neutral color of beige or white) or placed on the outside wall of any building, and no signs, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part of any building without the prior consent of the Board.
2. Installation of replacement windows must have **PRIOR** written Board approval except in the case of damage where an identical replacement will be made.
3. Windows, when replaced by the Unit Owner, must be identical in appearance to the existing windows.

Z. PETS/WILD ANIMALS

1. Animals other than those classified as household domestic pets (dogs and cats) are prohibited. There is a 50-pound size limitation on pets. The maximum number of pets in any household will be limited to two (2). Any household that had more than two or a pet over 50 pounds on December 1, 2017, will be allowed to keep that number until such time as one of the pets dies. From that time forward, the two (2) pet maximum and 50-pound limit is in effect.

2. Pets will not be bred or maintained for commercial purposes on the grounds of *The Village of Murphy's Crossing*.
3. For the protection of residents, as well as other pets, all pets must be properly vaccinated and otherwise immunized.
4. Pet waste receptacles are prohibited from being stored outside the unit.
5. Pet owners are responsible for promptly cleaning up after their animals anywhere in the community.
6. Pet waste may not be dumped anywhere in the Common Element, Limited Common Element or surrounding fields, woods, etc. It must be disposed of properly in the Unit Owner's/Occupant's waste can.
7. Pets are not allowed to run uncontrolled and off a leash anywhere in the community. Pets, even if very docile, can represent an annoyance to, or perceived threat by a fellow community resident.
8. Animal houses or pens are not permitted on patios, porches, limited common or common areas.
9. Pets may not be tethered outside on the lawn, patio, and porch, limited common or common areas without the owner present.
10. The installation of an invisible pet fence is considered a modification/alteration of the Common Element and is not allowed.
11. Pet(s) will be not be allowed to create a nuisance or unreasonable disturbance or to damage a Common Element or the property of any other resident. Unit owners are solely and exclusively responsible for the actions of their pets or the pet of anyone residing in or visiting their Unit. The cost of repairing any damage to Association property by a pet, such as siding, flower and sod replacement, etc., will be the responsibility of the Unit Owner. If the Board deems a pet a nuisance, it must be removed. Pet owners may be assessed an enforcement charge for violation of these policies.
12. There are many wild animals on the grounds that comprise *The Village at Murphy's Crossing*. With the exception of small bird feeders in the common area directly behind or to the side of a homeowner's unit, feeding of wild animals is strictly prohibited. Many of these animals, especially ducks, geese and deer, can easily become pests, damaging our property and leaving unwanted waste.

AA. SOLICITATION

Door to door sales by anyone is prohibited.

BB. NOISE VIOLATIONS

Please remember to be courteous to your neighbors and keep stereo, TV, conversations and animal noise, in and outside the unit, to a reasonable level. If a noise incident requires immediate attention, please contact the City of Powell Police.

CC. FIRE PITS/GRILLING

1. In accordance with the Ohio Fire Code (September 5, 2005), use of charcoal burners, gas grills or any other type of open flame devices (i.e. fire pits, torches, candles) is prohibited within ten (10) feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of this Fire Code are to be reported to the local Fire Department at their non-emergency phone number (740-938-2027).
2. If you have a stone or concrete patio, you must be ten (10) feet away from the multi-unit housing. If you have ONLY a wooden deck, you must be ten (10) feet away from the housing structure and not be on the wooded deck.
3. The Unit Owner is responsible for paying any fines resulting from violation of the Ohio Fire Code.

DD. MAILBOXES

Cluster mailboxes are required and provided by the Powell Post Office.

1. The individual mailbox key and lock are the responsibility of the Unit Owner.
2. Contact the Powell Post Office or a locksmith of your choice for repairs and/or replacements.

EE. PONDS

1. Swimming, boating, and fishing are prohibited in/on the ponds.
2. The ponds were not designed to be supervised or patrolled locations. Residents and their guests visiting the pond areas are responsible for their own safety.

FF. FENCES/PRIVACY SCREENS

1. The installation of a fence or privacy screen of any kind must have PRIOR written Board approval.

2. Board approved fences/privacy screens cannot be attached to the buildings or units in any manner. They must be built one foot or more away from the unit.
3. Board approved fences/privacy screens installed by a Unit Owner must be maintained by the Unit Owner or any subsequent purchaser of the Unit.

IX. LEASING/WINTERIZATION/SALE OF A CONDOMINIUM

A. LEASING OF A UNIT

1. The number of Occupants/tenants per Unit must be limited to that permitted by local housing, health, and other regulations governing our Units. Except as provided in Declaration Article III, Section 2(a), Units are not permitted to be used for any purpose other than that of a residence.
2. Except for hardship exceptions and Units that are grandfathered under the March 7, 2011 leasing amendment, Units must be occupied by the Unit Owner(s), parent(s), or child(ren) of the Unit Owner. To avoid an undue hardship or practical difficulty, the Unit Owner may lease their Unit one time for a period not less than six consecutive months, nor more than 24 consecutive months.
3. Every exempted lease of a Unit must be in writing and signed by the parties. Units that are grandfathered in under the 2011 leasing amendment are permitted to lease their Unit in accordance with the Declaration and this Handbook until the title of said Unit is transferred to a subsequent Unit Owner.
4. All Unit Owners are responsible for any violations of the Declaration, Bylaws, or this Handbook by their guests, Occupant(s)/tenant(s) or the guests of their Occupant(s)/tenant(s). The Unit Owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.
5. All Unit Owners are responsible for providing their Occupant(s)/tenant(s) with a copy of the Declaration, Bylaws, and this Handbook, and for advising them of the need for compliance with these documents.
6. Any Occupant/tenant who is not following the Declaration, Bylaws, and/or Rules and Regulations outlined in this Handbook may be given a notice of eviction if the Unit Owner does not address the Occupant/tenant violations after a 10-day written notice, as further outlined in Declaration Article III, Section 2(g), as amended.
7. Cost of any eviction action brought by the Association, including reasonable attorney's fees, will be a special individual Unit assessment against the Unit Owner, enforceable in the same manner as all assessments.

Occupant(s)/tenant(s) should be aware that they may be evicted by the Unit Owner or the Association.

8. Before the tenant(s) take up residence in a Unit, a copy of the lease must be submitted to the property manager, along with a signed acknowledgement of this Handbook. Term of the lease and full name of the tenant(s), all Occupants of the Unit, and home and business telephone numbers of the tenant(s) must be included in the information provided to the property manager.
9. It is the responsibility of all Unit Owners to hear and report their Occupant/tenant requests, complaints, or observations and convey that information to the Board or property manager on a timely basis, so that action can be taken by the Board if needed. The Unit Owner is responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant as explained above.
10. All Unit Owners are responsible for maintaining their Units and providing routine maintenance, snow removal, cleaning, and housekeeping of the Limited Common Elements designated for the use of their Unit, as addressed in Declaration Article IX.
11. All Unit Owners are responsible for fulfilling their Association responsibilities, including the payment of assessments, regardless of whether or not their Occupant(s)/tenant(s) fails to pay all or a portion of the rent due to them.
12. All Occupant/tenant inquiries are to be directed to the Unit Owner.

B. VACANCY OF UNIT/ WINTERIZATION – Applicable November 1st to March 31st

1. If you are no longer residing in the Unit or are absent from your Unit for more than two weeks at a time, an alternate address and phone number must be provided to the Management Company for emergency purposes.
2. To avoid the freezing of water and other plumbing lines in the Unit, the Owner of the Unit must maintain the heat in the Unit at a minimum temperature of 55 degrees Fahrenheit at all times. This means the electricity for the Unit must remain on all times. If at any time the Unit experiences a loss of heat in the Unit, the Owner of the Unit is responsible to immediately report the problem to the management office. In addition, if a Unit is to be vacant for a period of 72 consecutive hours or more, the Owner of the Unit must:
 - a. Make sure all windows are shut and locked.
 - b. Open all the doors of cabinets where water lines and drains are located.

- c. Arrange for a responsible person to check on your Unit at least once every three (3) days to verify the heat is on and there are no leaks or other concerns.
 - d. If an individual water shut-off valve for the Unit is available, turn off the Unit's water, and drain all water from the plumbing by shutting off the valve and then opening faucets, flushing toilets, and running any appliance that may have water inside until the water is emptied from the faucet, toilet, or appliance.
3. A Unit Owner who fails to follow all of the above requirements is negligent and is responsible for any costs and expenses related to or arising from the water line break, including the Association's insurance deductible and costs that exceed any available insurance proceeds. Failure to winterize the Unit may result in the Association entering the Unit to winterize the Unit, and all costs and expenses of such action, including but not limited to the cost to maintain electricity for the Unit, will be billed back to the Unit Owner.

C. SALE OF UNIT

1. One, professionally prepared "For Sale" sign is permitted on the interior side of the window of a Unit.
2. Within 15 days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer. It is the Unit Owner's responsibility to make certain all assessments are current.
3. At the same time as above, the NEW Unit Owner must provide the following:
 - a. Names of all Occupants;
 - b. Home and business mailing addresses;
 - c. Home and business telephone numbers/
 - d. Any change in the information required above must be provided to the Board within 30 days of the change; and
 - e. Emergency contact information.
4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
5. The seller is responsible for providing the following to the buyer:
 - a. Unit access, mailbox and garage door key(s);
 - b. Clubhouse key.
 - c. Garage door opener(s).
 - d. A copy of the Declaration and Bylaws, and any amendments. and
 - e. A copy of the Handbook

X. SPECIFICATIONS FOR DOORS/RAILINGS

These are approved by the Board and it is the responsibility of the Unit Owner to comply with these specifications. Failure to do so, will result in the Unit Owner paying the cost to rectify the situation and assessments if the problem is not rectified within 10 days of written notification by the Board/Towne Properties.

A. PAINT COLOR for the front door is 80-4244 B2Y. It can be purchased at Creative Paints in Worthington on Proprietor's Road (614-888-5386).

B. STORM DOOR: Pella Select with a black frame and nickel hardware. It is a 36" full view door (PSD600) with an arched beveled glass inset (ESG615) or plain tinted glass (ESG619). The handle is (ESH2).

C. FRONT PORCH RAILING: Style RLN in black by Fortin Ironworks, 944 W 5th Ave. 614-291-4342

MAINTENANCE RESPONSIBILITY

Association:

- a. Chimney: Exterior Siding, Flashing
- b. Landscaping: Lawns, Original Trees, Shrubs
- c. Original Patio and/or Deck Replacement and Painting
- d. Pipes, Gas, Water, and Sewer serving more than one Unit
- e. Common Area Lighting, Entrance
- f. Exterior Walls: Structural and Maintenance of Siding and Trim
- g. Foundation Walls, Footing Drains
- h. Roofs: Shingles, Flashing, Gutters, Downspouts
- i. Road and Parking Pavements
- j. Snow Removal: Driveways, Walks
- k. Driveways and Walks, Maintenance
- l. Clubhouse: Maintenance
- m. Community Pool: Maintenance

UNIT OWNER:

- a. Chimney: Vents and Dampers, within Units
- b. Garage Doors: Repair to original specifications
- c. Doors: Weather Stripping, Storm Doors, and Screens
- d. Windows: Frames, Glass, Screens
- e. Heating and Air Conditioning Systems
- f. Patio: Personal Plantings and Mulched Areas
- g. Modified Patio and/or Deck Maintenance including painting of deck
- h. Patio and/or Deck Extensions: Maintenance and Replacement
- i. Pipes: Gas, Water, Sewer, serving one unit
- j. Wiring: Electrical, Telephone, Cable serving one unit
- k. Light Bulbs: Garage Sides and Overhead
- l. Exterior Unit Light Fixtures
- m. Interior Walls: Maintenance
- n. Interior Damage to Drywall unless caused by exterior wall fault
- o. Property Damage within unit

In case of conflict, the Association By-laws are the governing document.

FORMAL COMPLAINT

VIOLATOR (S), IF KNOWN: _____

CAR, VEHICLE, LICENSE PLATE NUMBER, IF APPLICABLE: _____

PET OR ANIMAL DESCRIPTION, IF APPLICABLE: _____

VIOLATION: Describe nature, location, date, time _____

Signature: _____ Address: _____

Print name: _____ Date: _____

PLEASE MAKE 2 COPIES OF THIS FORM

Send one copy to Rehan Hossain, 777A Dearborn Park Lane, Worthington, OH 43085.

RehanHossain @towneproperties.com. Retain a copy for your records.

The Village at Murphy's Crossing

SATELLITE DISH INSTALLATION APPLICATION

PLEASE NOTE: Submission of this application in no way infers approval. You must have *signed* Board approval to proceed with this modification/installation or you will be assessed.

DATE SUBMITTED: _____

NAME: _____

ADDRESS: _____

PHONE: _____

PROPOSED LOCATION OF SATELLITE DISH INSTALLATION:

DISH INSTALLATION TO BEGIN ON (DATE): _____

DISH INSTALLATION TO BE COMPLETED BY (DATE): _____

LANDSCAPING INSTALLATION TO BEGIN ON (DATE): _____

LANDSCAPING INSTALLATION TO BE COMPLETE BY (DATE): _____

ATTACH A PLOT PLAN SHOWING EXACT LOCATION OF DISH AND LANDSCAPING INSTALLATION. INCLUDE TYPE OF PLANTS TO BE USED.

THE UNIT OWNER AND THEIR DESIGNEES (CONTRACTOR) MUST COMPLY WITH THE FOLLOWING:

1. The installation guidelines and responsibilities as outlined in *The Village at Murphy's Crossing Handbook*.
2. The City of Powell, other governing agencies, permits, building regulations, ordinances, etc., including any final inspection requirement.

The Unit Owner will be fully responsible for any damages to the building and grounds.

Approved Disapproved By _____ Date: _____

The Village at Murphy's Crossings Board of Directors

PLEASE MAKE 2 COPIES OF THIS FORM

Send one copy to Towne Properties, Attn: Rehan Hossain, 777A Dearborn Park Lane, Worthington, OH 43085. OR RehanHossain@towneproperties.com

Retain a copy for your records.

**The Village at Murphy's Crossing
Exterior Modification Application**

PLEASE NOTE: Submission of this application in no way infers approval. You must have *signed* Board approval to proceed with this modification/installation or you will be assessed.

Name: _____ Date submitted: _____

Address: _____ Phone: _____

Description of modification, including specifications for kind, shape, height, materials, color, and location: _____

Draw or attach a plot plan showing the exact location with respect to the condominium unit.

Landscaping materials: _____

Modification to begin on (date): _____ To be completed by (date): _____

The owner(s) or their designees (contractor) must comply with the following:

- 1) The specifications as approved by the Board of Directors.
- 2) The City of Powell, permits, building regulations, ordinances, etc. including a final inspection.
- 3) Contractor's one year warranty on materials and labor if applicable.
- 4) Repair of any damage to the common area or other condominium units.
- 5) Agree that if they were to move, no landscaping material would be taken from the site.

Approved Disapproved By _____ Date: _____

The Village at Murphy's Crossings Board of Directors

PLEASE MAKE 2 COPIES OF THIS FORM

Send one copy to Towne Properties, Attn: Rehan Hossain, 777A Dearborn Park Lane, Worthington, OH 43085. OR RehanHossain @towneproperties.com. Retain a copy for your records.