Rules and Regulations
Miranova Condominium Association

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MIRANOVA

Resident Handbook



Updated November 2022

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INTRODUCTION



Welcome Letter

On behalf of your fellow residents and neighbors, welcome to the Miranova Condominium Association! We believe that we live in one of the best communities in central Ohio, and hope that you will immensely enjoy your unit and our building.

Miranova was developed by Pizzuti Development and opened in 2000. Our community contains 113 condominium units, social and conference rooms, pool and cabana house, main lobby, guest suite, and fitness center. Our community is located within Columbus and is served by Columbus police, fire, and schools.

This Handbook is to be your guide to living at Miranova, and includes important information on the Association, our condominium's common elements, financial and maintenance responsibilities, and procedures and guidelines. Together, all of these provisions work in harmony to create the first-class community that we all call home. Please keep this Handbook in a safe and accessible place for your reference. We hope that you will contribute to our community in many ways, including by cooperating, complying with, and upholding these guidelines.

Miranova, as all condominium associations in Ohio, is governed by a Declaration and Bylaws, both of which are filed with the Franklin County Recorder's Office. These documents create our condominium, provide the operational framework for the Association, and place reasonable restrictions on the property. While this handbook attempts to summarize many of the provisions in these documents, we also strongly encourage you to read and refer to them directly.

The guides and provisions enclosed are what maintain the strength of our structures, the value of our units, and the warmth of our neighborhood. As many of us have moved from single-family homes, we also hope that this Handbook can assist in your transition to condominium living. Just as we have found tremendous benefits in shared common element maintenance, first-class recreational facilities, architectural harmony, and a strong sense of community, we hope that you will too.

Again, welcome to Miranova, and as always, should you ever have any questions, comments, or concerns, please do not hesitate to contact us.

Your neighbors,
Miranova Condominium Association

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Handbook Guide

This Handbook is meant to be your resource and guide for living at Miranova. This Handbook is meant to supplement and restate (not replace) our condominium's governing documents, which are recorded at the Franklin County Recorder's Office. If there is a discrepancy between what is expressed in this Handbook and the governing documents, the governing documents will govern and control. The governing documents can be found at:

- Declaration and Bylaws – Instrument Number 200009010177122 and re-recorded at Instrument Number 200009050177931
- Ohio Condominium Act Amendments – Instrument Number 200604270078969
- Absentee Balloting Amendment – Instrument Number 200705160086010
- Indemnification Amendment – Instrument Number 200711160198509
- Occupancy Restriction Amendment – Instrument Number 200709210166167
- Capital Reserve Amendment – Instrument Number 200806180093812
- Window Glass Maintenance and Initial Capital Contribution Amendments – Instrument Number 201405190061012

You may obtain these documents at the Franklin County Recorder's website (https://countyfusion5.propertyinfo.com/countyweb/login.do?countyname=Franklin), or by requesting a copy from the Property Manager.

The Handbook has been divided into the following sections for easy understanding and reference:

I. Communications – As neighbors, we believe communicating amongst and with each other is essential to our community's ongoing success. This section is dedicated completely to methods of communication so that you know how to get in touch with necessary people and groups.

II. The Association – This section provides an overview of how the Association operates, including an explanation of how the Board of Directors, in conjunction with professional property management, administers the Association. This section includes details on the Association's maintenance, insurance, and financial responsibilities, as well as a synopsis on the decision-making and enforcement procedures.

III. Common Element Information and Guidelines – This section contains important provisions and regulations on the community's common spaces that we all share, including the pool, social rooms, fitness center, guest suite, trash collection, and all common elements.

IV. Unit Owner's Guidelines and Responsibilities – This important section details what you are responsible for maintaining and repairing as a unit owner, as well as elaborates on the restrictions that apply to your unit.

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V. Unit Owner's Financial Guidelines and Responsibility – While moving into a condominium generally means "maintenance free" exterior living, unfortunately, that does not mean it is free. This section outlines your financial responsibilities for Association fees, including insurance, utilities, administration, maintenance, grounds and replacement reserves.

VI. Emergency Procedures – the procedures and guidelines that you must know in the event of a building emergency, such as a fire.

VII. Enforcement Procedure – Miranova's rules, regulations, and guidelines are meant to preserve the quality of our community. When one of our neighbors is in violation of a restriction, the Board will follow a specific procedure to enforce and remedy the violation. This section contains a copy of that procedure.

Building Link To make living within Miranova easier, we have employed Building Link to host our website, www.miranovaresidents.com. On the site you will be able to do a multitude of activities including but not limited to reserve any of the Miranova amenities, provide the Concierge Desk with specific instructions regarding your home, receive email alerts when packages are delivered for you, communicate with your building staff, connect with your neighbors, and access all of your building documents and forms. If you prefer not to communicate electronically, the Concierge Desk can accommodate and serve your needs without the use of a computer.

Again, we hope that you will find the information, guides, rules, restrictions, and regulations contained within this Handbook to be helpful. Our community has historically been consistently responsible about safeguarding our building and protecting our property values by complying with and contributing to the provisions in this Handbook. Thank you in advance for your cooperation in maintaining Miranova as one of the premier condominium associations in central Ohio.

If any of these rules or regulations is declared void, such provision will be deemed severed from these rules and regulations, which will otherwise remain in full force and effect.

As always, if you have any questions about any of the provisions, or if you find that a particular subject is not covered by this booklet, please contact the Property Manager.

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ARTICLE I

DEFINITIONS

All capitalized and defined terms within this Handbook are given the same meaning as defined in the Miranova Declaration and Bylaws. In the event of a conflict between the Handbook and the Declaration and Bylaws, the Declaration and Bylaws will control.

ARTICLE II

COMMUNICATIONS AND CONTACT INFORMATION

As we all share ownership of Miranova, we believe that communication between the Residents, Board of Directors, and professional property management is essential for the successful and effective operation of our community. As further explained later in this Handbook, our community is governed by seven volunteer Board members who are elected by the Unit Owners from among the Unit Owners.

Board members are elected to staggered, three-year terms to promote continuity and experience on the Board. While the Board of Directors is responsible for the community's priorities and decisions, our community also has a professional property management company to run the day-to-day management, financials, maintenance, and operation of our condominium.

If you ever have a question, or concern, please contact the Concierge Desk. As the Board may only make decisions at Board meetings, to maximize efficiency, please contact the Concierge Desk, who will be happy to assist you.

The Board meets generally once every other month. These meetings are open to Unit Owners, who may share their concerns, comments, suggestions, or questions with the Board during the first portion of the meeting. The annual calendar of meetings is displayed in the mailroom. Should you have an owner request or concern of the Board, please contact the property manager.

As Miranova is a non-profit Ohio corporation, there is also an annual meeting once a year during the second quarter. Notice will be sent to you in advance of the meeting containing the date, time, and place. The only legal purpose of this meeting is to elect, from among your fellow Unit Owners, the volunteer Directors to serve on the Board; however, there are often general reports and a question-and-answer session. We hope to see you at this meeting!

To effectively manage the various facets of the building, the Board of Directors may establish committees. These committees are chaired by a Board member.

Miranova has a full-time, on-site Senior Property Manager who reports directly to the Board and is responsible for the day-to-day management of the Association, the facility, and all of the vendors and services used to operate and maintain the facility for the benefit of the Unit Owners and Residents. The Senior Property Manager also oversees the Concierge Staff and Assistant Property Manager.

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Miranova also has a full-time, on-site Building Engineer who reports to the Senior Property Manager and is responsible for maintenance of all the common areas of the facility. Additionally, the Building Engineer oversees the on-site service team, including a Maintenance Technician, and Housekeepers.

Contact Information

Board of Directors:

Name	Officer Position	Term Expiration
Press Southworth	President	2021-2024
Rick Richards	Vice President	2022-2025
Don Reninger	Director	2020-2023
Dirk Defenbaugh	Secretary	2022-2025
Herb Asher	Director	2020-2023
Beth Sarno	Director	2021-2024
Sandra Matarrese-Keeling	Treasurer	2021-2024

Committee Chairs:
Social:
Finance: Don Reninger, Chair and Press Southworth
Rules: Rick Richards, Chair
Fitness: Don Reninger, Chair, Dirk Defenbaugh, and Yvonne Melendrez
Design: Dirk Defenbaugh, Chair
Communications: Don Reninger, Chair and Dirk Defenbaugh
Reserve Study: Don Reninger, Chair, Dirk Defenbaugh and Press Southworth

Telephone Directory
Miranova Condominium Association
Association Manager ..... (614) 737-4417
Building Engineer ..... (614) 737-4418
Assistant Association Manager ..... (614) 737-4419
Head Concierge ..... (614)737-4412
Concierge Desk ..... (614) 737-4400
Management Fax ..... (614) 737-4411

Emergency
Police / Fire / Ambulance 911
Columbus Police Department (non-emergency) ..... (614) 645-4545
Columbus Fire Department (non-emergency) ..... (614) 221-2345
City of Columbus – General Information ..... (614) 645-8100
Poison Control Center ..... (614) 228-1323

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Utilities & Services

American Electric Power ..... (800) 277-2177
AT&T Service ..... (877) 910-0501
..... (614) 852-4440
- Repair/Support..... (866) 346-1168

Spectrum ..... (614) 481-5320

Management Office:

The Property Management office is located on the Lobby Level.
Miranova Condominium Association
One Miranova Place, Suite 100
Columbus, OH 43215
(614) 737-4400 (Phone)
(614) 737-4411 (Fax)
Property Management Office Hours:
Monday-Friday - 8:30 am – 5:00 pm
Saturday, Sunday & Holidays – Closed

Property Management Company Office:

The Property Management Company for the Condominium Association is:
Link Real Estate Group
5000 Arlington Centre Blvd Suite 6300
Columbus, OH 43220
(614)639-5600

On-Site Staff:

Association Manager – Leah Solis, leah@onemiranovaplace.com
Building Engineer – Tim Rutherford, trutherford@onemiranovaplace.com
Assistant Property Manager – Molly Helford mhelford@onemiranovaplce.com
Maintenance Technician – Tyler Trott, ttrott@onemiranovaplace.com
Head Concierge – Luke Parker, lparker@onemiranovaplace.com
Housekeeper – Rolonda Edwards
Housekeeper – Tyler Reynolds
Concierge – Breeon Cox
Concierge – Kelly Hughes
Concierge – Suzie Lessig
Concierge – Darryl Miller
Concierge – Vincent Pollock
Concierge – Tom Schaumleffel
Concierge – Sean Sweeney
Concierge – Emmett Weir
Concierge – Brenda Young

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Department Email Contacts:
Concierge@onemiranovaplace.com
Maintenance@onemiranovaplace.com
Management@onemiranovaplace.com

Post Office:
850 Twin Rivers Dr.
Columbus, OH 43216
The mail is delivered to the mailroom on the Lobby Level Monday – Saturday.

Voting Information:
Franklin County Board of Elections
Mt. Olivet Baptist Church
428 E. Main St.
Columbus, OH 43215

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ARTICLE III

THE ASSOCIATION

Our condominium, like all other condominiums in the State of Ohio, has an Association to operate, manage, and govern the condominium property. Governed by a Board of Directors, our Association performs many essential functions to keep Miranova a premier condominium community, such as maintenance, purchasing insurance, adopting budgets and assessments, allocating reserves, property operation, and enforcement. Together, all of these items contribute to everything that your Association does for you.

A. The Board of Directors

The Board is comprised of seven members, who serve for three-year terms. There are no term limits for Board members. To be a Board member, you must either be a Unit Owner, the spouse of a Unit Owner, or, if the Unit is owned by a corporation or other business entity, a director, officer, employee, or agent of the corporation who is designated by the corporation.

All Board members volunteer their time to serve their community. We do not pay Board members, not because they are worthless, but because they are priceless! Everyone is encouraged to run for and serve on the Board as well as its committees.

B. Maintenance Responsibility

The Association's main responsibility is the reasonable management, maintenance, repair, and replacement, as needed, of the condominium's Common Elements. The Board, when establishing the budget, sets and prioritizes all of the Association's maintenance responsibilities. In general, the items that have an immediate impact on the safety of persons or property receive greater priority; however, the Board's continued goal is to have a well-maintained community. The list below includes components for which the Association is responsible. For a more complete listing, please consult the Declaration. If you are uncertain about the responsibility of a certain item, please contact the Property Manager. The Association is responsible for the reasonable maintenance, repair, or replacement of the following:

1. Infrastructure and Common Elements

a. Recreational facilities, such as the condominium's pool, and grounds.
b. Entrance features.
c. Common lighting.
d. Water, power, sewer, and other utility lines, pipes, wires, conduits, and ducts that serve the Common Elements or multiple Units, such as main lines.
e. Streets, driveways, and walkways; and
f. All turf areas, trees, and landscaping in the Common Elements.

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2. **Building Exteriors**

   a. Building façades, including precast, stucco and concrete.
   b. Roofs.
   c. Outside vents and fixtures, such as light fixtures (but excluding light bulbs for light fixtures that are on an individual Unit's electric grid); and
   d. Exterior window cleaning 3 times a year.

C. Insurance

1. Property Insurance

The Association obtains property insurance, also known as casualty insurance, for sudden, unexpected events that happen to our building and structures from events such as fires, tornadoes, water line breaks, and hailstorms. This insurance only covers and insures the Common Elements. As this multi-million-dollar policy covers the entire condominium, there is a deductible in the current amount of $10,000.00. For more details on what the Association is responsible to insure, please refer to Declaration Article XII, Section 1, as amended, and Sections 2-5. For more information on what the Unit Owners should insure, please see Article VI, Paragraph C of this Handbook.

2. General Liability Insurance

This insurance covers the Association and protects us from liability associated with acts, damages, or injuries that occur on the condominium property. This insurance helps to protect us in the unlikely event that someone was injured on the property, sued the Association, and prevailed.

3. Directors and Officers Liability Insurance

Our Board of Directors, just like all other corporate boards, must often make difficult decisions. This insurance protects the Association's volunteer Board members in the event one or all of them are named personally in a lawsuit. We want to continue to protect our volunteers to encourage service to our community.

4. Fidelity Insurance

This insurance covers the Association in the event that someone who has access to Association funds, such as a Board member or Management Company, steals Association funds. We carry fidelity insurance in an amount equal to everything in the Association's bank accounts.

5. Cyber Liability Insurance

This insurance provides Protection from cyber and technology risks, such as:

   a. Loss or inadvertent disclosure of confidential private information, like clients' or employees' social security
   b. Numbers, bank account numbers or credit card numbers

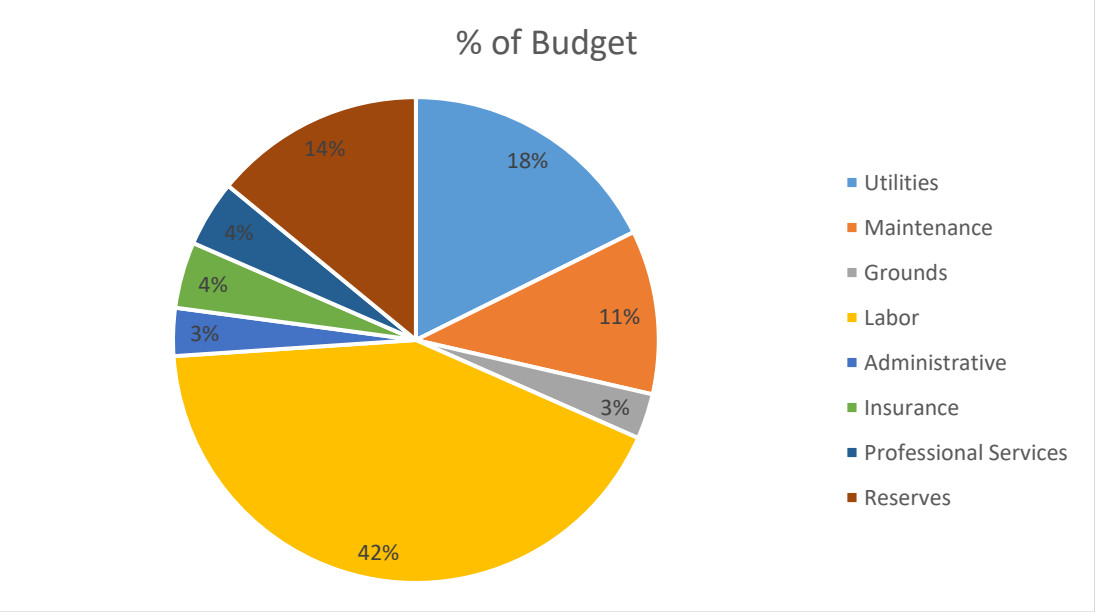
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c. Computer viruses or hacking resulting in damage / disruption to computer systems, or theft of private information

D. Budgets and Assessments

One of the Board's main functions is to establish a budget every year for the condominium that incorporates all the upcoming year's common expenses. This is a time-consuming but diligent process where the Board must review prior expenses and contracts, plan for short and long-term projects, and evaluate the Association's financial condition. As the Association's only real form of revenue is from assessments paid by the Unit Owners, it is imperative that the Board budget wisely.

Our Association's common expenses include, but are not limited to, the cost of maintenance and repairs to all components that are the Association's responsibility, insurance premiums, utilities, administration, and maintenance of the Common Elements, grounds, and replacement reserves. An approximate breakdown of our costs is as follows:



Once the Board has established the budget, the Board then allocates each Unit's share of these items based on each Unit's undivided percentage of interest in the Common Elements. A copy of the budget is available for you to view at www.miranovaresidents.com. Then, the amount each Unit is responsible for is divided by twelve (the number of months in the year) to arrive at the monthly amount each Unit Owner is responsible to pay.

The Association's source of income comes from these assessments. If one Unit Owner does not pay, that means the remaining Unit Owners must make up the shortfall. Consequently, it is imperative that all the Unit Owners timely pay their share. The Board has enacted a collections policy to aggressively address unpaid assessments, which can be found in Article VII, of this Handbook.

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E. Reserves

When preparing the annual budget, Ohio law also requires that the Board budget for reserves. In particular, the law states that the Board must:

> **Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments….**

In other words, the Board is required to have a long-term plan for the Association's maintenance and repair responsibilities, and therefore, a significant amount of money is deposited every year into the Association's reserve account.

To assist the Board in this plan, the Association retained the services of an engineering firm to prepare a reserve study. This document, which is updated every three to five years, lists every item and component that the Association is responsible to maintain, repair, or replace, projects the useful life of the item, and then estimates a cost to maintain that item at the estimated time repairs or replacements are needed.

This independent, professional engineering study provides the Board with not only the financial framework to plan for the future but also provides a professional's guidance on the proper maintenance and repair order for the community.

Our reserve study is more than 100 pages long and provides great details into our community. Just like you may have obtained a home inspection for your Unit, the reserve study is like a home inspection for the Common Elements. We strongly encourage you to request a copy of the reserve study from the Property Manager for your review and reference. As always, should you have any questions on the study, please do not hesitate to contact a Board member or the Property Manager.

The Board funds the reserve account to the reserve study's specifications, and all funds are deposited into FDIC insured bank accounts and certificates of deposit to protect the Association's funds.

F. Property Operation and Management

In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association is also responsible for the property's general operation and management. This includes coordinating contractors, answering Resident questions, sending out requests for proposals, processing Resident requests, posting accounting receivables and payables, and communicating with the Unit Owners through newsletters, electronic correspondence, and direct mailings, all of which is handled by the Building Staff.

While Board members may be involved in certain projects related to the day-to-day affairs of the Association, generally these substantial, time consuming, and important tasks are handled by our Management Company, through our property manager and the Concierge Desk. If you ever have a question or concern, please contact a representative from the Concierge Desk.

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G. Rules and Enforcement

Condominium associations are often created so that a large concentration of individuals can live closely together and share the responsibilities and obligations of maintaining and administering property. For this reason, the condominium's Declaration, Bylaws, and these rules outline regulations, requirements, and restrictions to protect and preserve condominium living. These regulations are meant to protect from decreasing property values, deteriorating exterior appearance, and inappropriate neighborhood conduct and collectively serve for all our best interests.

In exercising this authority, the Board also has the ability to promulgate the rules found in this Handbook, in addition to the provisions found in our Declaration and Bylaws, that govern items, including but not limited to, interpretation of the governing documents, personal conduct of residents and guests, maintenance standards, architectural modifications, and operational policies.

The Board is given the duty, as elected representatives from the Unit Owners, to evenly and appropriately enforce the restrictions, rules, and regulations found in our governing documents, and takes this responsibility very seriously. As a result, the Board has also adopted an Enforcement Procedure, a copy of which can be found in Article VII of this Handbook, which outlines the method by which the Board may initiate enforcement action, as well as all rights and expectations that a Unit Owner may have regarding the enforcement process.

ARTICLE IV

COMMON ELEMENT GUIDELINES AND INFORMATION

A. Amenities

1. Car Care Services

There are two parking bays on the lower level in the garage that are equipped as car-care facilities. Residents may elect to use these facilities themselves or contact the Concierge Desk to schedule their car to be cleaned professionally. Advanced notice is required for the latter, if available.

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2. **Dog Run**



The Miranova Dog Run is the designated dog walk area located just west of the Lobby Entrance and parking garages. For your convenience, you may utilize the bags located in the dog park to pick up after your pet. The access gate is secured with a key for ingress and egress. You may obtain the code from the Concierge.

Dogs may only be walked in the designated dog run, and any feces left in a common area by a dog must be removed immediately by the person responsible for the dog. If your pet relieves themselves in a common area, you will be responsible for all associated cleaning costs, including carpet shampooing, disinfecting and labor.

3. **Dry Cleaning Service**

Dry cleaning service is available through the Concierge Desk. Please see the Concierge for more details, as we have several service providers that provide pick-up and delivery service to Miranova residents.

4. **Common Rooms - Living Room, Media Room, and Kitchen**



a. The living room, media room, and kitchen will remain open twenty-four (24) hours, except for special engagements when the rooms are reserved. The living room and media room are intended for entertainment and relaxation. Except when reserved pursuant to subparagraph b below, the rooms will be available at all times for Unit Owners and Occupants and their guests, provided the Unit Owner or Occupant is present during the entire event. Any use of the living room, media room and kitchen by non-Occupants after 11:00 p.m. requires prior written approval of the Property Manager. All persons using the room will conduct themselves in a manner that will not disturb other Occupants and the rooms will be left in their original condition after such use.

b. Unit Owners and Occupants are welcome to reserve these rooms for private parties, meetings, or other special engagements up to twelve (12) months in advance from the first day of the month. The size of events held in these rooms (weddings/bar mitzvahs, etc.) will be limited to the maximum number of guests permitted in the Living Room (50) and the

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Media Room (25). A reservation fee of $200.00 is required for special events in the living and media rooms. The Unit Owner or Occupant must be present during the entire event. The Unit Owner or Occupant making the reservation is responsible for all breakage and damages when applicable. All arrangements for private events are at the Unit Owner's or Occupant's expense and should be coordinated with the Concierge. Unit Owners renting these rooms are required to sign and abide by a room rental agreement in advance of the scheduled event.

c. When reserving exclusive use of the Living Room with fifty (50) guests or less, the doors entering the Media Room must remain closed. All guidelines apply in accordance with Section 5a. The reservation of the Living Room does include the use of the catering kitchen. A reservation fee of $100.00 will be assessed to the Unit Owner's monthly Association statement.

d. When reserving exclusive use of the Media Room with twenty-five (25) guests or less, the doors entering the Living Room must remain closed. All guidelines apply in accordance with Section 5a. The reservation of the Media Room does not include the use of the catering kitchen. A reservation fee of $100.00 will be assessed to the Unit Owner's monthly Association statement.

e. A guest list is required five (5) business days prior to private events. If personal caterers are used, a certificate of liability insurance and workers compensation are necessary to have on file ten (10) days prior to the date of the event for use of the facilities and amenities. If a Resident is providing parking for his/her guests, the Resident may hire valet parking via the Concierge with a two-week notice, or may purchase tokens and the guests may park themselves in the Two Miranova Garage. Detailed information will be provided in the confirmation letter.



f. In consideration of other Unit Owners and Occupants, the rooms must be returned to their original condition once the event is finished. Large furniture items (i.e. pool table and piano) are not permitted to be moved. Any other room arrangements (set-up and tear-down) are the sole responsibility of the Unit Owner or Occupant. Items are not permitted to be stored the day prior to the event. Items brought in for evening events are required to be picked up the following morning and cannot be stored for any longer period of time.

g. Exterior signage for events is not permitted.

h. On the day of Red, White and Boom, Unit Owners and Occupants are not permitted to reserve or use the Living Room or Media Room for private parties.

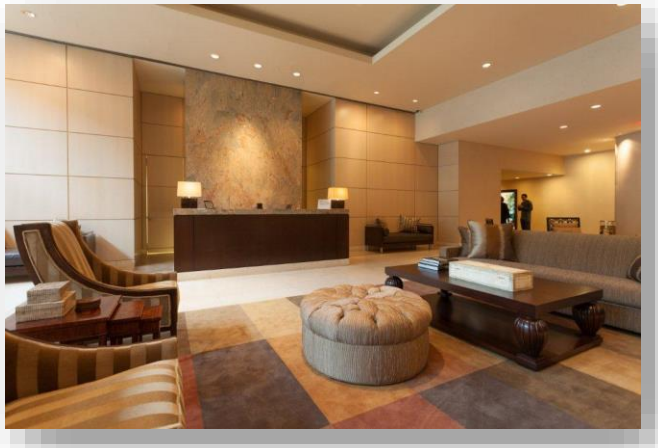
i. The social rooms may not be used at the exclusion of other Unit Owners and Occupants without a reservation.

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j. Unit Owners, Occupants, and guests are not permitted to use the social rooms or any other common space, including but not limited to, furniture, fixtures, recreational items and equipment, other than for its intended purposes.

5. Concierge Services

Miranova provides a 24/7 Concierge Desk for your convenience. The staff provides the following services:



a. **Reception of residents and guests**. Entry authorization, guest notification, sign-in, and key security and release.

b. **Access control management.** Monitoring security cameras, maintenance of accurate homeowner database access control system, emergency reporting involving breaches of security and incidents to Property Manager and proper authorities.

c. **Front desk administration duties.** Acceptance of small package deliveries for residents, submission of required forms, assisting in the scheduling and reservation of the Social Rooms and Conference Rooms.

The Concierge staff is available to anticipate and meet your needs. Please make a point of introducing yourself to them. Let the staff know pertinent information to aid them in watching out for your best interest. Please let the staff know in advance if you are expecting deliveries, have specific instructions for service personnel, or have guests arriving.

Resident privacy is a very serious matter. Every visitor, no matter how familiar, will be announced. Visitors will be treated with the utmost level of respect and professionalism. The Concierge Desk staff *will not* accept instructions from visitors to allow them access to a floor unannounced.

6. Fitness Center

a. The fitness center is open twenty-four (24) hours per day, 7 days a week.

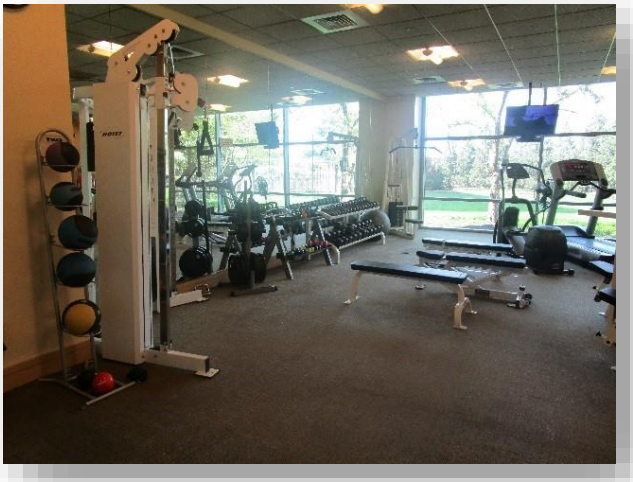
b. Be courteous to others and wipe the fitness equipment with disinfectant after use. Disinfectant wipes are located in the fitness center. For hygiene purposes, the use of workout towels on appropriate machinery is required.

c. Lockers are provided for the Unit Owners' and Occupants' convenience while in the fitness center. Items are not permitted to be stored in the lockers overnight.

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d. Personal tastes in television viewing and music vary greatly, so be considerate when adjusting the volume. When possible, the use of closed captioning and personal headsets is encouraged.

e. All individuals are required to follow the posted manufacturer guidelines for using the fitness equipment.



f. Dropping of weights is not permitted.

g. Use of cellular phones is not permitted in the fitness center. If you choose to answer your cellular phone, you must step outside the fitness center.

h. Unit Owners, Occupants, and guests are not permitted to use the fitness room or equipment other than for its intended purpose.

i. Return all weights and equipment to the proper place when finished.

7. Gas Grill

Miranova features a gas grill on the northeast patio, along with tables and seating. This area is intended as a common area for all residents to enjoy and can be reserved for private gatherings. Please clean up the area when you leave and put all trash in the receptacles in the area. Please take the time to clean the grill, grill area and tables when you are finished. Grill brushes (located next to) and cleaning products (located under) are available for your use.

8. Guest Apartment



a. The guest apartment should be reserved at least twenty-four (24) hours in advance and no more than six (6) months in advance from the first day of the month through the Concierge and may be reserved for up to ten (10) consecutive days. Unit Owners and Occupants are permitted to reserve the guest apartment up to six (6) occasions a year, after which time they may reserve the guest apartment, if available, one week in advance. Exceptions will be made on a case-by-case basis. The Unit Owner or Occupant making the reservation is responsible for all charges associated with his/her guest's stay and damages when applicable. Guests visiting the apartment will be extended the same facility privilege as Unit Owners and Occupants. The aforementioned limits can be exceeded with Board of Directors approval and not previously reserved by others.

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b. No-shows and reservations not cancelled in accordance with the cancellation policy prior to the date of the reservation are subject to the per night room fee for the entire reservation.

Cancellation policy.



i. When a waiting list exists, the Unit Owner or Occupant making the reservation will be notified fourteen (14) days in advance to confirm the reservation. Upon notification, the Unit Owner or Occupant making the reservation will have until seven (7) days prior to the reservation in which to cancel without charge. Late cancellations are subject to charges up to $175.00.

ii. When there is no waiting list, the Unit Owner or Occupant making the reservation will have twenty-four (24) hours prior to the reservation in which to cancel without charge. Late check-outs are subject to additional charges up to $175.00 unless prior authorization was granted.

c. Late check-outs are subject to additional charges up to $175.00 unless prior authorization was granted.

9. Parking Garage

a. The residential parking garage (P2-P4) is a private facility for residents only—it is not intended for public use. All of the parking spaces are owned and are for the exclusive use of the respective Resident with legal title to the specific space(s). Please Park only in your designated parking space(s). *Any persons parked in an unauthorized space (i.e. another Unit Owner's reserved space, fire lane, etc.) may be towed at the violator's expense.*

b. In order to control access to the parking garage, it is important that each Resident entering the parking garage gate in their car use their access device on the card reader—do not tailgate behind another car when entering the parking garage. If you are entering directly behind another vehicle, please wait for the door to complete its cycle.

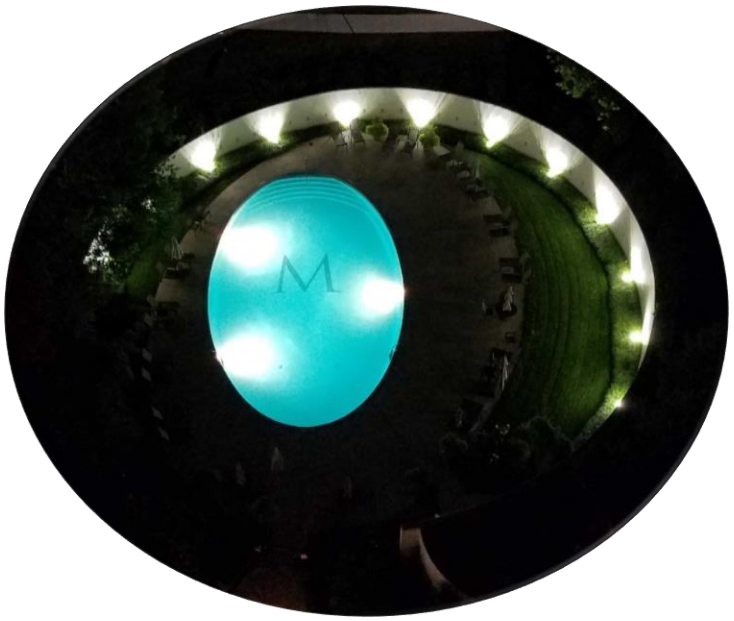
c. Disabled or stored vehicles are prohibited from being parked in the parking garage. A vehicle will be considered "disabled" if it does not have a current license tag or is obviously inoperable.

10. Swimming Pool

The swimming pool measures 65 feet in length, and 35 feet in width. The water is heated throughout the swimming season. The pool is serviced daily by the maintenance staff and has a 24-hour filtration system. The chemical level is tested four (4) times per day.

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As you are aware, there is a planned layout for the furniture on the amenity deck. Each morning and afternoon the on-site team straightens the furniture accordingly. As a courtesy to others in the building, you should move the lounge chairs or furniture back to their designated position after your use.



a. The swimming pool will be open at the Board of Directors' discretion in the spring and will remain open through mid-October, weather permitting. The standard hours are 5:00am – midnight.

b. No lifeguards are provided. Use of the pool is at Unit Owners', Occupants', or guests own risk. The Association is not responsible or liable for accidents or injuries.

c. An adult must supervise individuals fourteen (14) and under at all times in the pool. Unit Owners and Occupants must accompany guests at all times.

d. Diving into the pool, running, pushing, or dangerous activities in the pool area are not permitted.

e. Radios, iPods, etc. are permitted only with the use of headphones.

f. Glass bottles/containers are prohibited in and around the pool area.

g. Facility gates are to remain closed and locked at all times. Access devices are available for Unit Owners upon request for a $10.00 fee. People found climbing over the gate or fence are subject to an enforcement assessment.

h. All swimmers must shower and be appropriately attired prior to entering the water.

i. All swimmers must abide by all sections of the Health and Safety Code 3701-31-04 (E)(1) as stated below:

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i. Health and safety. The Association will maintain the swimming pool in a healthy and safe environment.

ii. Infectious/communicable disease. Any person with an obvious infectious wound or experiencing diarrhea or vomiting will not be permitted to use the swimming pool. No person observed passing feces, urine, or blood into a public swimming pool will be permitted to use the swimming pool. The Association has the authority to exclude anyone known to have or suspected of having an obvious wound or infectious disease without a written statement of a doctor.

j. Incontinent individuals are prohibited from using the pool (unless they are wearing appropriate protective garments, such as swim diapers).

k. The pool may be reserved for a private party anytime during the swimming season after 3:00 p.m. on weekdays and 7:00 p.m. on weekends, provided permission is requested two weeks prior to the event. A reservation fee of $100.00 is required. This fee is refundable should inclement weather require the event to be cancelled. The Unit Owner or Occupant hosting the party must be present during the event. Lifeguards and proof of insurance are required at pool parties. All arrangements for private parties are at the Unit Owner's or Occupant's expense and should be coordinated with the Concierge.

l. On the day of Red, White, and Boom, the pool will close at 6pm for safety purposes.

m. Smoking is not permitted in the pool area.

n. Dispose of all waste appropriately prior to exiting the pool area.

o. Occupants must accompany guests at all times. Each Unit is limited to eight (8) pool guests at one time. Any parties at the pool that result in more than eight (8) guests must be scheduled in advance with the Concierge pursuant to paragraph (k).

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11. Recreation



Guests are not permitted to loiter, engage in recreational activities, or use a Common Element in any manner other than for its intended purpose, except for those specifically designated as recreational areas.

The Miranova grounds do not allow for temporary set-up of volleyball, badminton, or similar outdoor activities. Surface sports such as Bocce Ball, Corn Hole, and other similar sports that do not require penetration of the lawn are permitted on the North lawn.

12. W-Fi Service

Internet access is provided through Wi-Fi servicing the Fitness Center, Social Rooms and Conference Rooms on the Lobby Level. Additionally, Wi-Fi can be accessed on the North Patio and Pool Area.

B. Deliveries and Mail



All residential mailboxes are located on the Lobby Level, located across from the Social Rooms. Each resident is assigned one (1) key for their respective mailbox. Duplicate keys are available at $5 per copy. The mail generally arrives prior to 1pm, Monday – Saturday.

In order to maintain a safe and secure building, all deliveries will be made to the Concierge Desk located in the lobby. When possible, please notify the Concierge Desk if you are expecting a delivery.

Miranova staff will deliver specialty newspapers to the appropriate condominium doors. However, carriers for The Columbus Dispatch will deliver this newspaper door to door. All subscribers who will be absent for any extended period should arrange for temporary suspension of delivery to avoid any accumulation of papers. If you like your papers held, please contact the Concierge Desk.

Flowers and grocery deliveries will be held in the cooler (located in our package room behind the Concierge Desk) and a message will be left for the Unit Owner advising them of the delivery.

All deliveries to the loading dock **must** be scheduled through the Concierge Desk or on www.miranovaresidents.com. As much advanced notice is appreciated. For move-ins and move-outs, this must be arranged with the Property Manager or Concierge Desk at least two-weeks in advanced.

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All large deliveries enter through the garage using the lower-level overhead door. Deliveries and move-ins/move-outs are not permitted on major holidays or Saturdays and Sundays.

All large deliveries utilizing the loading dock (such as home furnishings) must enter and exit through P1 and must be scheduled through the Concierge at least forty-eight (48) hours in advance for coordination of the elevators, and installation of elevator pads for protection. Move-ins and move-outs must be scheduled with the Property Manager and Concierge at least two (2) weeks in advance. Schedule times are on a first-come, first-served basis upon approval. Deliveries through P1 can be made all day, as long as they are scheduled with advance notice as stipulated above. Deliveries are not accepted on major holidays or on Sundays. Unscheduled deliveries are subject to refusal by the Property Manager or Concierge. Deliveries and move ins/outs may be scheduled Monday through Friday from 8 a.m. to 4:30 p.m. Holidays and other days, as determined by the Board of Directors, are restricted.

Boxes must be broken down by the Unit Owner, Occupant, or delivery personnel. Unit Owners or Occupants may call the Concierge when the boxes and packing material are ready for disposal.

Any damage caused to the elevator, elevator lobby, residential corridor, etc. will be repaired by the Association and the Unit Owner will be responsible for such damage and assessed accordingly.

In order for deliveries, including but not limited to, U.S. Mail, UPS, FedEx, flowers, etc., the management office must have your signature on file permitting the Miranova staff to sign for such deliveries, and the Association is not responsible for any items that are lost or damaged.

Official notices from the Association will be sent to the Unit Owner via regular, US mail; however, a Unit Owner may opt in to receive notices electronically. You may sign up for electronic notices through www.miranovaresidents.com .



C. <u>Egress to Common Elements and Units</u>

1. The sidewalks, paths, driveways, hallways, corridors, vestibules, and other areas used for getting to and from parking spaces, Units, and recreational facilities will be left clear and unobstructed. They may not be used for any purpose other than for ingress and egress.

2. Doors to public corridors will be kept closed at all times, except when in actual use for ingress and egress. Doors are not to be propped open in any manner. Doors on residential high-rise condominiums are considered fire doors; therefore; automatic closures must remain and be functional. Tampering with or removing automatic closures is considered a fire code violation.

3. The Common Elements and corridors will not be used for the storage or placement of furniture or any other articles including, but not limited to, welcome mats, plants, boxes, shoes, boots, umbrellas/umbrella stands, old newspapers, trash, bicycles or other personal property.

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4. Pictures may be hung on the north wall of the corridor, a decorative item may be hung on the wall or jamb adjoining an exterior door, and a wreath may be hung on the front door to each Unit in the Common Element corridors, provided that the Unit Owners obtain the signed approval form from each Unit Owner of the floor with use of the corridor and the Board of Directors. Pictures must be hung by either the Association's preferred art installation vendor or a vendor of your choice who is approved by the Association prior to any installation work commencing.

5. All personal property placed in any portion of the building or any place adjacent to the building will be at the sole risk of the Unit Owner or Occupant. The Association will remove unauthorized items from the Common Elements.

D. <u>Elevators</u>

When entering the elevator cab, the Resident or guest will present an access device to the card reader located inside the elevator. Once the reader has acknowledged the access card, a floor maybe selected. All guests must check-in at the Concierge Desk on Lobby Level, unless prior arrangements have been made between the Resident and the Concierge.

E. <u>Noise</u>

1. Residents and their guests will not make or permit any disturbing noise in the Common Elements or in the Unit, by themselves, their family, guests, friends, employees, or visitors; neither will anything be done by any such persons to interfere with the rights, comfort, or convenience of other Residents or building staff.

2. Residents will not play or allow to be played any musical instrument or electronic devices, if the same will unreasonably disturb or annoy any other Unit Owners or Occupants.

3. Neighbor to neighbor disturbances should be addressed by the complaining Unit Owner to the Unit Owner causing the disturbance. If the disturbance is disrupting the quiet enjoyment of more than one Unit Owner, each complaining party is requested to complete an Owner Concern Form. The complaint will be reviewed by the Board of Directors and enforcement action may be taken. The Board, by its sole discretion, will then make a determination if a nuisance exists that to a reasonable person, is unacceptable conduct.

F. <u>Privacy</u>

To ensure the privacy and security of our Unit Owners, pictures are not permitted to be taken of Common Elements that will be for publication or media uses.

G. <u>Security Cameras</u>

Miranova is monitored by a series of cameras. The cameras are placed at key viewing points throughout the Common Elements and exterior of the building. The cameras are monitored by the Concierge Desk staff 24/7 to provide effective control.

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H. Smoking and Odors

Smoking is prohibited in all Common Elements of Miranova, which includes the corridors, all parking garages, lobby, elevators, pool, social rooms and Miranova dog run, except that smoking is permitted at the North East corner of the building near the North Lawn and at the front entry outside of 10 feet from the Lobby entrance. No resident may use or allow the use of materials for any purpose in a residential condominium or common element that would cause noxious or offensive smoke or odors to unreasonably annoy, disturb or cause discomfort to other Residents or in such a way as to constitute a nuisance.

I. Solicitation

Soliciting is strictly prohibited on the Condominium Property. Any violation will be noted to the Board of Directors, and appropriate action will result.

J. Trash and Recycling



Trash Chutes are located on each floor for the convenience of all homeowners. The Trash Chutes are for trash bags only. Each residential floor contains a trash room. The trash chute will accommodate a moderately packed 13-gallon trash bag. The following guidelines regulate the use of the trash chute:

1. All refuse must be placed in plastic bags before throwing it down the chute. All bags must be securely tied and spoiled items must be double bagged.

2. Do not force items that are too large into the chute. Unit Owners are responsible for properly disposing large items.

3. Glass is not permitted to be placed in the trash chute. All glass must be placed in the trash room for pick up by a staff member. Place glass in a plastic bag and place the bag in the recycling container.

4. Cat litter is not permitted in the trash chute. Cat litter should be bagged and left in the trash room.

5. Boxes are to be flattened and placed in the trash room for pick-up by a staff member.

6. The following recyclables may be placed in the blue recycling container located in the trash room in each corridor: plastic bottles, glass jars, aluminum/steel/bi-metal cans, empty aerosol cans with lids and tips removed, brown paper grocery bags, computer paper, "junk" mail, magazines, newspapers, telephone books, folders, and corrugated cardboard envelopes.

7. Place all non-recyclable glass, such as light bulbs, glass jars, and the like, in a bag that is tied. Place it next to the blue recycling container to be removed by housekeeping.

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8. Place shredded paper in the recycling bins and not down the trash chute.

9. Do not place oversized items in the trash rooms.

10. Follow all posted signs in trash rooms. Blue recycling containers are for recyclables only.

K. Utilities

The HVAC mechanical rooms and other water, plumbing, and disposal apparatus will not be used for any purpose other than for which they were constructed. Rubbish, rags, newspapers, ashes and other substances are prohibited to be stored within the HVAC mechanical rooms. If any damage to the property of others, including the Common Elements, results from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling, or electrical apparatus or facility, the cost of repairing the damage will be borne by the Unit Owner of the Unit where the damage originated.

If necessary, access to the electrical closets located on each floor can be arranged through the Concierge.

The heating, cooling, hot water, lighting, or similar apparatus located in the Common Elements will not be interfered with in any manner by any Resident or their guests. Neither Residents nor contractors will interfere in any manner with any portion of the Common Element plumbing, heating, ventilation, air conditioning, fire protection, or lighting apparatus in or about the building. Residents may be liable for any and all damage inflicted on the building or other Unit(s) as a result of interfering with the mechanical or structural portions of the building. Any Common Element maintenance concerns should be directed to the Concierge.

L. Vehicles

1. Vehicle Registration.

a. All vehicles (make, model, color and license plate number) must be registered with the Concierge Desk. Please notify the Concierge Desk if you have any changes to your vehicle.

b. Unit Owners and Occupants with the exclusive use of garage spaces must register their vehicles so that they may park on the Condominium Property.

c. To be registered with Miranova, a vehicle must be officially registered to the Unit Owner or Occupant. Proof of registration may be required. Exceptions to this provision may be made by Management when a Unit Owner or Occupant establishes to the satisfaction of Management that the vehicle in question has been placed at the exclusive disposal of the Unit Owner or Occupant by its lawful owner (for example, someone with a leased vehicle).

2. Vehicle Parking and Operation.

a. Only registered vehicles are permitted to park in the One Miranova garage; however, guests may park in areas designated by the Board of Directors such as guest parking. Guest vehicles

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must display current license plates.

b. When approaching or driving upon any of the driveways or parking areas serving Miranova, Unit Owners, Occupants, and guests will not blow any horn from a vehicle except as is necessary for safety. Guests may not park in the One Miranova garage for longer than 24 hours, nor may they park longer than five (5) nights in a calendar month. This excludes the guest apartment visitor which may park up to ten (10) consecutive nights per the reservation.

c. There are twenty (20) (eighteen (18) regular and two (2) handicap) visitor parking spaces on P1. All twenty (20) visitor parking spaces are reserved for guests, in accordance with the limits provided above; Unit Owners and Occupants are not permitted to park in any visitor parking spaces. Any Unit Owner or Occupant requiring accommodations for handicap accessibility may have their vehicle valet parked by the Concierge at any time. Visitor parking is first-come; first-serve; however, if a Unit Owner or Occupant is hosting more than three cars he/she will need to either 1) contract with an approved valet parking company for the special event two weeks in advance, 2) purchase parking vouchers from the Concierge and have the guests self-park in the Two Miranova garage, or 3) have the guests street park.

d. Unit Owners and Occupants who wish to have their vehicle valet parked in the One Miranova garage must check in with the Concierge before leaving the lobby and make sure a Concierge is available.



e. Concierge may only park vehicles in the One Miranova garage. Concierge may not go off the Condominium Property to valet or retrieve a car for a Unit Owner or guest. This includes, but is not limited to, locations such as the Two Miranova garage, Mound Street, etc.

f. Stopping outside of parking garages or on a ramp to complete telephone calls, walk pets, etc., is prohibited

3. **Vehicle Repair and Maintenance.**

a. The repair or extraordinary maintenance of automobiles or other vehicles is prohibited in any of the Common Elements.

b. The changing and disposing of motor oil or other vehicular fluids on the Condominium Property is prohibited.

c. Trucks, vans and other vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are prohibited from being parked on the Condominium Property. Trucks, vans, and vehicles used for commercial purposes, including tractor trailers, buses, panel trucks, and trailers of any size, which are used for carrying tools, equipment, supplies or materials for one's full or part-time business are prohibited. Pickup trucks, jeeps, and mini-vans used for personal transportation are permitted, but truck beds

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and trunks must be kept clean and uncluttered. Notwithstanding, the above, trucks, vans, and other commercial vehicles and vehicles with commercial writing on their exteriors will be allowed on the Condominium Property temporarily for the purpose of serving the Common Elements or a Unit; providing that no such vehicle will be authorized to remain on the Common Elements overnight or for any purpose except serving the Common Element. Commercial vehicles are allowed on the premises during evening and weekend hours for emergencies.

d. Disabled and stored vehicles are prohibited from being parked on the Condominium Property. A vehicle will be considered "disabled" if (a) it does not have a current license tag, (b) it cannot move under its own power, or (c) it is obviously inoperable.

e. A car-care facility on the lower level of the garage is open seven days a week. All Unit Owners and Occupants may use this area to clean their vehicles. All persons using this facility must turn off all equipment and leave the area clean and free of rags and other debris. Vehicles may not be left running while in the car-care facility.

f. Due to ventilation in the garage, vehicles must not be left running while in enclosed garages or on the P1 parking level, as these spaces are not ventilated for continued vehicle exhaust.

g. A car wash and detailing service may be available to Unit Owners and Occupants.

4. **Towing**

a. Any vehicle without permanent or temporary tags may be removed from the Condominium Property.

b. If any vehicle is parked on any portion of the Condominium Property in violation of these rules, the Board of Directors may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours, the vehicle may be towed. The notice will include the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the owner or user of the vehicle.

c. Parking in a fire lane is prohibited. Violators are subject to being ticketed and towed without warning. Vehicles are not to obstruct the flow of traffic, including parking in front of private garages or a Unit Owner's or Occupant's parking space. If a vehicle parked in any manner is in violation of the Declaration, the Bylaws, or these rules and regulations, then the Board of Directors will have the power to tow that improperly parked vehicle. If a vehicle is towed, neither the Association nor any officer or agent of the Association will be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose an enforcement assessment or use other available sanctions, rather than exercise its authority to tow.

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5. **Bicycles and Motorcycles.**

Bicycles must be kept secured and locked on the racks provided. Locking bicycles to structural columns or railings is prohibited. All bicycles must be tagged with the owner's Unit number. Untagged bicycles will be considered abandoned and will be tagged and then donated if not claimed within 60 days.

6. **Garage Etiquette.**

a. The speed limit on the premises, including the parking garage, is 10 miles per hour. Vehicles must yield to pedestrians at all times. Aggressive, reckless, or dangerous driving, as determined by the Board's sole and complete discretion, is prohibited. Violation of these rules, in the Board's sole and complete discretion, will result in an enforcement assessment of $250.00 per occurrence against the Unit Owner, as the Unit Owner is responsible for the conduct of his/her residents, guests, and contractors.

b. Proper garage etiquette is required. The screeching of tires or "burnouts" is prohibited. Revving of engines, loud car stereos and excessive horn blowing are also prohibited.

c. Parking spaces may be used solely for purposes of parking personal motor vehicles, and no other purposes, provided that some parking spaces are enclosed and accessible only through lockable overhead rolling doors. One empty grocery cart, battery charger, bicycle and/or motorcycle/scooter per Unit is allowed if it does not interfere with the placement of the vehicle or other Unit Owner's or Occupant's space(s).

d. Vehicles must be pulled completely in to the parking space so as not to impede traffic.

7. **Vehicle Charging Station Rules and Rates**

a. The space(s) will need to be reserved in advance by logging on to www.miranovaresidents.com or calling the Concierge Desk.
   i. Maximum charging time of 8 hours.
   ii. Residents may make up to two overnight (between 10pm and 7am) vehicle charging station space reservations per week per Unit; vehicles must be moved from the vehicle charging station space by the completion of the reservation.

b. An enforcement assessment of $250/day may be assessed for leaving a vehicle in the space for longer than the reserved time.

c. The Miranova staff is not permitted to move vehicles to and from the charging station as the Association cannot assume responsibility for the plugging and unplugging of charging apparatus.

d. Rate of $1.50 per hour – Subject to change.

e. Unit Owners, Occupants, or guests, who drive an electric vehicle may not, without the Association's prior written consent, power an electric vehicle charging station ("Charging Station") or otherwise charge their vehicle by plugging into a Common Element electrical outlet.

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ARTICLE V

UNIT GUIDELINES AND RESPONSIBILITY

A. Animals and Pets

Miranova welcomes pets. A maximum of two (2) pets per Unit is allowed, and each pet is not permitted to weigh more than 55lbs. It is very important that dog owners maintain complete control over their dogs while in the building common areas. Dogs must be kept on a tight leash at all times and under the control of a responsible person.

Dogs may only be walked in the designated Miranova Dog Run and any feces left in a common area, including the dog run, by a dog must be removed immediately by the person responsible for the dog.

The Board of Directors may require that any pet which, in the Board's opinion, endangers the health of any homeowner, or creates a nuisance or unreasonable disturbance, may be permanently removed from the Condominium Property.

1. Definitions



Certain types of dogs, cats and other domestic pets (fish, birds, hamsters, etc.) may be kept in the Unit, provided they do not disturb or annoy other Unit Owners or Occupants. Wild or exotic animals are not considered domestic pets and are not permitted. Examples of exotic animals are snakes, lizards, livestock, poultry, felines typically found in the wild, and any other animal that the Board of Directors in its reasonable judgment deems exotic.

2. Requirements

a. All pets will be registered with the management office including name, photograph, and most recent veterinarian record, including the weight of the pet. Any such veterinarian records must be updated by the Resident upon request by Management.

b. No Rottweiler, Presa Canario, Doberman Pinscher, Chow Chow, any dog commonly known as a pit bull, and any mixed breeds of the foregoing are permitted anywhere on the Miranova condominium property.

c. No permitted pet may exceed a weight of 55 pounds. The Board may require at any time that a Unit Owner or Occupant submit documentation to the Board demonstrating a Permitted

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Pet's weight. Each Unit Owner may keep no more than a total combination of two dogs and/or cats per Unit.

d. Such pets that are permitted are subject to these rules:

e. The owner of a pet will be responsible for any and all damage caused by the pet, including damage to personal property and personal injury.

f. Pet owners will immediately remove any droppings left by their pets in any part of the Common Elements, which includes exterior and interior spaces. An enforcement assessment of at least $100.00 per offense may be assessed to anyone that does not pick up after his/her pet.

g. If a pet leaves droppings on the Unit Owners' balcony, the droppings must be immediately placed in a container and properly wrapped and disposed. In no case will pet droppings be swept or washed under the balcony railing.

h. Pets must be on a leash at all times when in the Common Elements other than the off leash area of the dog run. Expandable leashes may not be extended more than six feet from the person holding the leash.

i. Guests' pets are not permitted. The exception to this rule is where a disabled person requires the use of a service animal, such as a guide dog.

j. Pets are only permitted on the lobby level for ingress and egress purposes to the outside of the building. Pets may not loiter in lobby or corridor, and are prohibited in the management offices, mail area, social rooms, restrooms, storage rooms, and workout room, and conference rooms.

k. Pets are not permitted on or in the pool area and the north lawn, which consists of the fenced area between the building and the pool and the west lawn between Miranova One and Miranova Two. Pets are permitted to be walked through the north terrace for purposes of ingress/agree to the bike path gate to the Scioto Mile, but are not permitted to loiter on the north terrace.

l. Owners of pets in violation of any of the previously mentioned rules may be given a written warning to correct such violation. If such violations persist, then the Unit Owner may be subject to an enforcement assessment, as decided by the Board of Directors.

m. Any pet that the Board of Directors determines to be nuisance to the health, safety or welfare of a person or property or any pet whose owner repeatedly violates the rules covered by this section, will be subject to having the Board of Directors order the pet to be removed from the Condominium Property.

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B. Building Access

Access to the building and Common Elements are controlled by limiting the number of entrances. Please use the front lobby entrance as the primary pedestrian entrance to the building and the P1 parking garage access door for accessing the Common Elements of the building.

1. Access Card Readers

Access card readers are located on locked doors to control access to the common areas of the building. The card readers require either an access card or fob for entry. Access card readers are located at the following areas:

a. Front Lobby
b. All Elevators
c. Parking Garages
d. North Lawn Entrance
e. Two of the Four Stairwells
f. Fitness Center
g. Storage Facilities
h. Pool
i. Residential Corridors and Parking Lobbies



Access devices are required to gain access to areas (listed above) with an access card reader. The parking garage can be accessed either by fob, card or "puck". An access fob is a small gray or black magnetized plastic "medallion", commonly attached to your keychain. An access card is a magnetized plastic card, roughly the size of a business card. A "puck" is a magnetized device that is to be placed in the upper left front windshield of the vehicle.

All devices are electronically encoded with a unique code that will allow you access to designated areas of the building. Each coded device is unique to each Unit.

a. The cost to replace an access device is as follows:

- Access Card…….. . $10.00
- Access Fob…….. $10.00
- Access Puck…….. $50.00
- Puck Batteries…… $10.00 (for 2)

**The cost to purchase a new puck is $150.00*

b. In the event a homeowner or lessee(s) moves out, all access devices must be turned in to the Concierge Desk (updated fobs will be issued to the new Unit Owner or lessee(s).)

2. Unit Keys & Security Systems

All Residents are responsible for maintaining the keys to their unit. If you need additional keys or a lock change, please notify the Concierge Desk. For emergency purposes, a unit key will be utilized

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to enter your Unit without prior notice. For all non-emergency situations, management will give the Unit Owners/Residents of a Unit no less than 24 hours advance notice prior to entering a Unit or its locked or enclosed limited common elements.

Per the policy set forth in the Condominium Declaration, Article XV, Section 2, the Miranova Management, in consideration of safety, convenience and emergency situations, will retain a key to each individual Unit.

Security systems for any Unit must have silent alarms in order not to invoke panic or unnecessarily disturb one's neighbors. In addition, the security monitoring company must notify the Concierge Desk immediately of any breach of security. This will allow Miranova staff to assist authorities with location of an individual Unit and answer questions regarding the building layout and security system.

Replacement of access cards, keys, and door transmitters will be at the Unit Owner's expense. Requests for a replacement should be made to the Concierge.

3. **Request to Allow Access (Front Desk Instructions on www.miranovaresidents.com)**

The purpose of the request to allow access amenity is to provide Unit Owners with the option to have the staff at the Concierge Desk grant entry into a Resident's home by providing a key assist to that person(s) or company specified on a given date. **Requests to allow access can be granted by entering Front Desk Instructions on to www.miranovaresidents.com in your account, contacting the Concierge Desk to enter the instruction for you or emailing the Concierge at concierge@onemiranovaplace.com.**

Upon arrival of your expected guest/vendor, we will check for proper identification and walk your visitor up to your Unit and allow access. We are not responsible for the guest/vendor after they enter your Unit, and unfortunately, we are not staffed to stay with them. This form simply gives us permission to open your Unit on a given date for the person(s) specified.

4. **Visitors**

Visitors choosing to self-park must stop at the P1 entrance and press the intercom button for entry. The guest can then take an elevator or stairs to the Lobby Level, sign in and the concierge will contact the resident they are here to see to obtain permission to allow them up to the appropriate residential floor. When they are ready to leave, the guest may return to the lobby and the Concierge will give them access to P1.

5. **Right of Entry**

"Management" will have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable Management to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration and servicing of any item, thing, or area of or in the Common

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Elements. In the event of an emergency, Management's right of entry to a Unit and its appurtenant locked or enclosed Limited Common Elements may be exercised without notice; otherwise, Management will give the Unit Owner(s) or Occupant(s) of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit or its locked or enclosed Limited Common Elements. Notice will not be required for Management to enter an unlocked or unenclosed Limited Common Element, such as an unenclosed parking space.

Each Unit Owner should provide Management with such keys and security system combinations/codes as are necessary to permit access to the Unit Owner's Unit for emergency purposes. If a Unit Owner elects not to provide Management such keys and security system combinations/codes, the Unit Owner is liable for any costs or expenses the Association incurs to enter the Unit, including but not limited to, locksmiths fees, damage to the door, frame, or lock and any charges assessed by the Columbus Police Department or Security Company for responding to a Unit alarm.

C. Contractors, Architectural Control, and Unit Construction Procedures

The Board has established reasonable criteria and rules that will protect the safety and comfort of all residents, and which will, at the same time, preserve the building and those elements and systems that constitute the Condominium Property. Please refer to the Construction Rules & Regulations for further details. *Unit Owners must not make any remodeling changes to their respective condominiums without first obtaining written approval of the Board of Directors.*

The Property Manager must be notified prior to any construction or remodeling work performed in your residence. Any work done, other than cosmetic, will require approval from the Board of Directors. All contractors will be required to be licensed, insured and covered by workers compensation. Proof of coverage must be provided to the Property Manager. Permits may also be required.

It is imperative that neither Unit Owners nor contractors interfere in any manner with any portion of the plumbing, heating, ventilation, air conditioning, fire protection, or lighting apparatus in or about the building. Unit Owners may be liable for any and all damage inflicted on the building or other Units as a result of interfering with the mechanical or structural portions of the building. Any maintenance concerns should be directed to the Concierge Desk.

The specific rules and requirements for remodeling a Unit are detailed in Declaration Article V.

1. Architectural Review Process

a. Owner submits the completed construction-remodel request to the management office along with plans and a scope of work.

b. A $500 application fee will be charged to the homeowner account upon submission of any request that requires city permits.

c. Changes to the original request or if the scope of work deviates from the approved request that results in charges will be assessed to the owner's account.

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d. Management office sends all documentation to Jerry Converse, Chairman of the ARC, and all members of the ARC Committee with a date and time to review the request in the presence of the homeowner at the requesting parties' suite.

e. ARC discusses further requirements, if necessary, with the homeowner.

f. If the request calls for expert review such as needing additional review from a trade; electrician, plumber, hvac; the review will be at the homeowner's cost.

g. Once any further requirements are met and reviewed by the ARC, recommendation for approval is sent to the Board.

h. Once 100% electronic affirmative response comes back from the Board or the request is approved by the Board in a regular meeting management office sends owner approval letter and contractor informational guide.

i. Contractors that are new to Miranova must complete a building orientation with the Property Manager and Building Engineer to understand how to work with in the building.

j. Require signature of contractor(s) that they will abide by the building rules and regulations or the owner may be assessed an enforcement assessment.

k. All proper insurance and worker's compensation documentation must be in place and on file prior to work commencing.

l. If applicable, notice will be given to neighboring suites should the construction/remodel be an interruption to daily living.

m. The project must commence within six months of receiving project approval. Completion deadline will be based on the project scope.

n. The committee will review the project while it is in process and once it is complete. If the scope of work and plan deviate from what was approved; any additional review and approval costs with be at the owner's expense.

o. Once the remodel/renovation of a unit is complete, electronic (.pdf or similar format) "as-built" record drawings of the Unit's renovated areas must be provided to the Management Office. The as-built drawings of all improvements made to the Unit must identify all construction changes as completed with markings, dimensions, and precise locations within the Unit, including walls, floors, ceilings, electrical wiring and fixtures, heating and cooling duct work and controls, water service lines and shut off valves, sewer and drainage lines, fire sprinkler fixtures and lines, fire alarm components, special installations, and the like.

2. **Construction Hours**

All remodeling or construction work in the building must be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday only, with the exception of holidays and other days as

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determined by the Board of Directors. The Property Manager will establish an annual schedule of days where no construction is permitted within Miranova. Please consult with the Property Manager to review the Construction Rules and Regulations.

3. Vendors & Contractors

All vendors and contractors working at Miranova must check in with the Concierge Desk and must enter through the front entrance. Please refer to the Construction Rules and Regulations for a detailed description.

a. If you have a vendor or contractor performing work in your Unit, please do not provide them with your access device(s). Make arrangements with the Concierge Desk to have a contractor access card issued to them.

b. Contractors are not allowed to use the Miranova trash containers or trash chutes. Contractors must make their own arrangements to haul all of their trash off site. Any violations of this prohibition will be fined.

c. Contractors must reserve an elevator to be padded to load and unload contractor materials.

d. Contractors are not permitted to park in P1 visitor parking unless prior arrangements have been made with the Concierge.

4. Construction Rules and Regulations

All work must be presented to the Property Manager to seek the approval of the Architectural Review Committee and Board of Directors. Approval must be received in writing by the Property Manager to the Unit Owner prior to the commencement of work.

To assist with contractors' adherence to the Miranova Rules and Regulations, especially those concerning parking, cleaning, scheduling, reserve elevators and the loading dock, for any work that requires a building permit, as well as any work that involves flooring replacement, cabinet replacement or refacing, countertop replacement, HVAC replacement, and plumbing fixture replacement (hot water tanks, faucets, and appliances that utilize plumbing lines), a Unit Owner is required to provide a $1,000.00 security deposit to Miranova prior to commencement of such work. At the discretion of the Property Manager, the security deposit will be charged against when these Rules and Regulations are not followed for actual costs the Association incurred for damages or cleaning, as well as for any penalties for non-compliance. At the completion of the work, the remaining security deposit, less any deductions, will be returned to the Unit Owner.

Contractors performing work in Miranova will be responsible to conform to the following regulations. These regulations will be strictly adhered to and enforced. In all cases, contractors performing major renovations or build-outs must meet with a member of Management prior to commencement of construction.

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a. The Property Manager must be notified prior to any construction or remodeling work performed in a Unit. Any work done, other than cosmetic, will require prior written approval from the Board of Directors. All contractors will be required to be licensed, insured, and covered by workers compensation. Proof of coverage must be provided to the Property Manager in advance. City permits are also required, and a copy of all permits must be given to the Property Manager prior to when any construction or remodeling project begins.

b. When paint, stain, or other toxic material is used, a forty-eight (48) hour notification is required to schedule for the smoke detectors in a Unit to be placed in "test," as to not sound the building fire alarm.

c. Plumbing work requiring the water to be shut off will require installation of a water shut-off valve for the affected area in the Unit. Some plumbing work requires the water riser in the building to be shut-off. Water shut-off requests are scheduled by the Property Manager monthly to minimize inconvenience to the other residents, and so all non-emergency repairs or alterations can only take place during that time. Please contact the Concierge for a copy of the water shut-off schedule. Plumbing alterations are to include the addition of a water shut-off valve and must be scheduled in advance with the Property Manager. Plumbers should be aware and compensate for appropriate drain down time when scheduling work that requires a water shutdown.

d. All contractors and service providers MUST bring all tools, supplies, cleaning products and the like through P1 ONLY. Such supplies are not permitted on Lobby Level at any time.

e. The General Contractor is required to provide a list of workers and subcontractors one week in advance to the Concierge. **DAILY ACCESS CARDS MUST BE WORN AND VISIBLE AT ALL TIMES**.

f. Sign-in includes the issuance of an access card for access to certain areas of the building and issuance of an identification badge. The contractor will be asked to leave their driver's license in exchange for an identification badge at the Concierge Desk. Each identification badge has a number that corresponds to the sign-in log. These badges will be returned at the security desk at the end of each shift. Unit Owners will be charged $10.00 for any badge not returned.

g. All contractors' personnel will enter and exit the building at the man door on P1. The building lobby will not be used for access or exiting purposes. With the exception of checking in and out at the Concierge Desk.

h. Normal business hours are defined as 8:00 a.m. to 4:30 p.m., Monday through Friday. Work scheduled after these hours must be approved in writing from the Property Manager, and 72-hour advance notice is required. There will be a $30.00 charge to add and remove the elevator pads for work done after normal business hours. Construction work is not permitted on holidays, holiday weekends or as determined by the Board of Directors.

i. Contractors are prohibited from using building cleaning or maintenance equipment and supplies. Failure to adhere to this policy may result in removal from the building, without waiving the contractor's responsibility to complete the job as agreed.

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j. All construction areas will be kept in as neat and presentable appearance as is practical. Inventory will be stacked or otherwise stored orderly and safely not blocking exit ways. Debris will be picked up daily. All such construction debris must be removed from the building on a regular basis. Contractors are prohibited from using the building's trash chute. The contractor is responsible for removal of all trash and debris disposal.

k. All debris and dirt resulting from work conducted in the Common Elements, public areas, occupied space, electrical closets, etc., must be cleaned up at the end of the day, such that the subject area is restored to its "first-class" appearance.

l. All paper trash, food articles, bottles, etc., in construction areas must be picked up and removed from the building daily. If not cleaned, building staff will clean the area and the contractor will be charged for the service.

m. Radios, tape players, etc., are not permitted on any occupied floor, and non-construction sounds transmitting from any other area to an occupied floor or "public area" are not permitted.

n. Contractors will keep construction noise and dirt to a minimum while working in the Building. All reasonable precautions will be taken to prevent filtration of noise and dirt to other areas of the Building.

o. Activities involving loud noises such as hammering or power sawing in areas that may disturb nearby Unit Owners and Occupants, or affect "public areas" are to be done after 8 a.m. Please notify the Concierge of such work in case noise complaints are made.

p. Activities involving the use of materials generating fumes (paint, adhesives, lacquer etc.) must be communicated seventy-two (72) hours in advance to the Concierge. Contractors will always control the fumes with fans to prevent filtration to other areas of the Building. If complaints are received from Unit Owners or Occupants, the workers will be asked to stop.

q. Interruption of utilities or building services (electricity, water, gas, plumbing, HVAC) is prohibited without the advance coordination and written approval of the Property Manager. When water shutdowns are needed, the outside temperature must be taken into consideration. The water shutdown can potentially take down the water towers for the AC system for the building.

r. Contractors will always protect all Common Element surfaces using runners, padding, and other reasonable means to avoid damage. If damage does occur, the contractor will be held responsible for repairing damaged area(s) to original conditions.

s. Contractor's personnel will not obstruct any public area entrance or exit without the prior written approval of Management.

t. THIS IS A NO-SMOKING FACILITY. Contractors' personnel will not smoke anywhere in the building. Failure to adhere to this rule may result in removal from the building, without waiving the contractor's responsibility to complete the job as agreed.

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u. Contractors MUST schedule all deliveries seventy-two (72) hours in advance with the Concierge and adhere to all parking and freight movement controls and restrictions. Deliveries include pick-up or drop-off of materials, tools, etc. Vehicles left in no parking areas will be towed. Contractors will also be responsible for ensuring that the dock areas are always clean and free of construction debris or material. Storage at any time in the dock or garage areas is prohibited.

v. Contractors may not utilize P1 entrance as a parking area. Vehicles must be moved immediately upon completion of loading and unloading. Any vehicle parked in these areas is subject to towing at the vehicle owner's expense. Obtaining parking is the responsibility of the contractor unless space is available.

w. Proper personal conduct of all contractors' and subcontractors' employees is required. Public profanity, discourteous behavior, horseplay, etc., are prohibited. Management reserves the right to require removal from the building of any contractor, subcontractor, or employee in violation of this rule at Management's sole discretion, without waiving the contractor's responsibility to complete the job as agreed.

x. Contractors will notify the Property Manager or "Building Engineer" in advance of, and obtain written permission for, the entry of hazardous or flammable materials. Contractors must stipulate the necessity and use of these materials. **No hazardous or flammable materials may be stored in the building by contractors. All such items must be removed from the building daily and must be contained in a fireproof container while on the Condominium Property.**

y. Any deliveries that require the use of the top of the elevator must be scheduled with the elevator company of record and the Concierge at least seventy-two (72) hours in advance if scheduling allows. Deliveries requiring an elevator to be put in independent service must be between 8 a.m. and 4p.m. Monday through Friday and scheduled seventy-two (72) hours in advance.

z. Any work interfering with or interrupting any emergency or life-safety system will be coordinated with the Property Manager seventy-two (72) hours PRIOR to such work. In some instances, the contractor may be required to protect the detection devices in order not to falsely activate the alarm system. For building safety, the maintenance department is solely responsible for covering and uncovering defective devices when requested. Please notify the Property Manager or Concierge seventy-two (72) hours in advance to schedule. The Property Manager must be notified prior to fire devices (i.e. smoke detectors, sprinkler heads, etc.) being connected to the life safety system. These devices must be interfaced with the building life safety system at the expense of the Unit Owner.

aa. Management reserves the right to immediately order repair of any contractor damage to fire alarm circuits, fire sprinkler systems, or similar life safety or security systems, using Management's contractors. Should such repair necessity occur, Management reserves the right to deny the contractor access to the building either permanently or until payment is made for all costs of repair.

bb. Storage for contractor's equipment and supplies is not available. Contractors are responsible for the security of their own equipment and materials, and any equipment, supplies and/or materials left in the building are at the sole risk of the contractor.

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cc. At the end of each shift, contractors are responsible for turning off lights and securing the work area. PROPPING OF DOORS IS STRICTLY PROHIBITED AT ALL TIMES.

dd. A Certificate of General Liability Insurance in an amount not less than $1,000,000.00 and Ohio Bureau of Workers' Compensation certificate must be provided to the Management office before the commencement of any job in or on the grounds of the Condominium Property. The additional insured clause is to read as follows: Miranova Condominium Association.

ee. Contractors are responsible for the actions of their personnel and employees and of any subcontractors working for them.

ff. The Property Manager reserves the right to screen and approve or disapprove any contractor or subcontractor proposed to work in or around the Condominium Property.

gg. A temporary door(s) must be installed to each Unit if a permanent door(s) is not in place.

hh. The Unit Owner is responsible for paying for all extra air conditioning filter changes requested due to construction work.

ii. This Article may be amended at any time at the discretion of Management.

jj. Contractors will provide copies of these rules to all their employees and subcontractors and their employees.

kk. City of Columbus permits are required per building code for construction. The contractor must provide Management with such permits prior to the beginning of any project.

ll. Drilling of walls or floors on balconies is prohibited. Additionally, installing carpeting on balconies is prohibited.

mm. Ceiling access panels must be maintained. They cannot be covered.

nn. Any non-carpet floor covering must have an acoustical underlayment having a sound transmission coefficient (STC) rating of fifty-nine (59) or better. Such as cork.

oo. For any renovation project within a Unit, Management may require that all drains be snaked at the completion of the project.

pp. Management may, in its sole and complete discretion, require that Residents and contractors perform additional project requirements for the safety and wellbeing of the building and other Residents, including but not limited to noise, cleaning, hours, restoration, materials, staging, and demolition requirements.

D. <u>Environment</u>

The Residents will, in general, respect the rights, comfort, and convenience of their neighbors. To provide for a pleasant and safe environment, no noxious or offensive activity will be carried on in any

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Unit, which may endanger the health of or unreasonably disturb any Occupant.

E. Maintenance

Unit Owners are responsible for the maintenance of their respective Units. If a Resident has a maintenance issue, he or she must contact their own service vendor to resolve the issue. The Association staff is not responsible for maintaining mechanical, heating, plumbing or electrical problems in individual Units. The Association will provide contacts for qualified contractors and vendors for assisting homeowners in resolving maintenance issues within their respective condominiums. Please contact the Concierge Desk for a list of suggested Vendors.

Unit Owners are responsible for the maintenance, repair, and replacement of the Unit, including but not limited to:

1. Appliances

This includes all appliances, which are the Unit Owner's responsibility to maintain, repair, and replace. To protect each Unit, the surrounding Units, and the Common Elements from water damage resulting from malfunctioning appliances within a Unit, any appliance change, replacement, repair, or addition must have the following plumbing connections and lines:

1. Washing Machine Hoses – braided stainless or Asko "Pex"

2. Refrigerator Lines and Under Counter Icemaker – copper or braided stainless

3. Dishwasher Lines – copper, braided stainless, or Asko "Pex"

2. Walls, Floors, and Ceilings

The Unit includes the perimeter walls, floors, and ceilings, including all finishing material such as paint, drywall, wallpaper, carpet, and tile. When paint, stain or other toxic material is used, a forty-eight (48) hour notification is required to schedule for the smoke detectors in a Unit to be placed in "test," as to not sound the building fire alarm.

3. HVAC System

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The Unit Owner owns the entire system. The Unit Owner is responsible for maintaining the system including the A/C condensate lines. It is highly recommended that the Unit Owner have the system serviced by a qualified HVAC vendor on an annual basis to prevent condensate back-ups, which can cause flooding and damage to the Units located below the system.

Maintenance on your HVAC unit is just like maintenance on your car. When you have a warranty on your car, you still have the responsibility of general maintenance and upkeep on the vehicle (i.e. oil changes, air filter changes, tires rotated, etc.). Your heating and air conditioning system works the same way. An example of your maintenance responsibilities would be to keep your A/C drain pan and drain lines free from algae buildup. The best way to properly maintain your Unit is to have a professional provide regular preventative maintenance to avoid major mishaps.

To provide for detection of water leaks due to condensation pan overflows and backups, when a new or replacement air conditioning unit is installed, the Unit Owner must at that time also install an approved emergency float shut off system for that Unit, the specifications for which must be previously approved by the Property Manager. Written documentation of completed installation of the emergency float system must be submitted to the Management Office upon installation for verification by the Property Manager.

Here are some additional tips in providing optimal care for your Unit:

First and foremost, keep all areas in and around the mechanical closet clear from clutter. Items that don not belong can impair the performance of the equipment.

a. Do not stack items on top of the water heater. The water heater can get hot and could be damaged by leaking cleaners or other materials.

b. Thermostat settings can also be very important. If you set it below 68 degrees it will be harder on the equipment from an operational stand point and use more energy. A typical set point would be 68 – 76 degrees.

To avoid interfering with the building's cooling loop, when replacing the air conditioning unit that serves the Unit, the new air conditioning unit must be either 1) a cooling unit without a heat pump, or 2) a regular (heating and cooling) unit with a normal heat pump with the heating side of the pump disabled. The Unit Owner is responsible for any damages or cost that are incurred because a heat pump was installed and not properly disabled.

If you are interested in contracting the servicing of your HVAC unit, please contact the Concierge Desk to assist you in selecting the appropriate vendor.

4. **Electrical Service**

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The Unit includes all of the Unit's electrical system back to the electrical meter, including the electrical panel, as well as all light and electric fixtures within the Unit.

5. **Water Supply/Sprinklers**

The Unit includes all water supply lines in the Unit, including the horizontal piping into the Unit from the vertical water supply lines, as well as all fixtures, including faucets, sinks, showers, and toilets. Plumbing work requiring the water riser to be shut off will require installation of a water shut-off valve for the Unit. Water riser shut-off requests are scheduled on a monthly basis to minimize inconvenience to the other residents, and so all non-emergency repairs or alterations can only take place during that time. Please contact the Concierge for a copy of the riser shut-off schedule. Plumbing alterations are to include the addition of a water shut-off valve and must be scheduled in advance with the Property Manager.

6. **Drain System**

The unit includes all drain lines in the Unit, including the horizontal lines to the vertical common drain stack.

7. **Windows & Patio Doors**

The Unit Owner is responsible for the maintenance of moveable windows and patio doors.

8. **Unit Maintenance Tips and Instructions**

a. Increasing Temperature Settings on Hot Water Heater: On the front of the water heater, there are two plates, one on top and one near the bottom. You will need a Phillips head screwdriver to remove the cover plates on both panels. Then you will remove the Styrofoam and adjust the small knob in the middle. The heater has two elements; therefore, both need to be adjusted. The knobs have temperature settings. To increase the temperature, turn the knob toward the temperature of your choice.

b. Air filter changes: The building maintenance staff will conduct air conditioning filter changes four times per year: January, April, July and October. During these times, your filters will be changed. The date is marked on the filter indicating when it was last changed.

c. Fire Sprinklers: Fire sprinklers are located in almost every room throughout the building.

d. Public Address System: This system is for building emergencies and extends into your Unit. There is a small white speaker/strobe located on a wall in your Unit through which emergency announcements can be delivered. The communication is one way.

e. Smoke Detectors: The smoke detectors are 24 volts, which are tied into the building fire safety system. To avoid excessive beeping at the most inopportune times, we recommend you change the batteries to this unit every 6 months.

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f. Carbon Monoxide Detectors: Each Unit that is equipped with a fireplace contains a carbon monoxide detector located over or near the fireplace. These detectors are 120 volts which operate on a 9 volt battery backup. If the detector chirps once, the battery is low and needs to be changed. If the detector chirps three times, this indicates signs of carbon monoxide in the Unit. Immediately open your patio door to allow fresh air to enter the Unit to clear the carbon monoxide. It is recommended that carbon monoxide detector be replaced every seven (7) years.

g. GFI Receptacles: These are located near most water sources in your condominium. They have test and reset buttons on them and may control the electricity on several outlets in the area. These are safety devices that will also trip if an outlet is overloaded. Push the reset button to get the outlet to function.

h. Breaker Box: It is a good idea to become familiarized with your breaker box. You will find a label on the inside of the door indicating which breaker controls power to the various areas throughout your Unit. If you lose power to something, such as an appliance, outlet, or light, check the breaker and see if it tripped (a red indicator will be present). To reset the breaker, simply turn it to the "off" position and then to the "on" position.

i. Thermostats: There are two types of thermostats in your Unit. The programmable thermostat operates your air conditioning system. You also have several additional thermostats that control your baseboard heaters (for heat only) and these thermostats are not programmable.

j. Water Leaks: Water leaks, such as a shower, toilet or faucet leaks, are the responsibility of the Unit Owner. Not all Units contain locatable water shut-off valves. If you need assistance in shutting off the water to repair a leak, please contact the Concierge Desk to have the water shut off with the Maintenance Department. Leaks are costly to the Association and need to be addressed **immediately**. When a shut-off valve cannot be located, it is the Unit Owner's responsibility to add a shut-off valve to the pipe to address future leaks while the repairs are being made.

Drain lines may only be used for their intended purpose. No materials other than toilet paper is to be used in toilet drains. Please do not flush or dispose of items including but not limited to medications, cloth, personal cleaning wipes, feminine products, plastic, chemicals, grease, wipes, cooking oil, condoms, diapers and dental floss.

F. Occupancy Registration

Any individual occupying any Miranova Unit for more than four (4) weeks in any year is considered an Occupant. For security purposes, all Occupants must be registered with the Miranova Management Office. Those individuals visiting Miranova for more than five (5) days must also be registered with the Miranova Management Office.

G. Space Heaters

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Space heaters may be used in the Units as long as they are Underwriters Laboratories (UL) certified and have a 3 prong ground plug.

H. Storage

Any storage outside the Unit must be in an authorized storage room. The mechanical rooms outside each Unit cannot be used for Unit Owner or Occupant storage. Local fire ordinances prohibit storage of any materials in these mechanical rooms. Any items left in a mechanical room will be removed and disposed of by building personnel if there is no compliance within two weeks of receipt of a violation letter.

In accordance with the Fire Code, no combustible products, such as paint cans, gasoline cans, etc. may be stored in multi-family dwellings.

All items must be stored at least 18 inches below the sprinkler head system and 3 feet away from all electrical panels and water valves. Items are prohibited from being left outside the doors of the storage unit.

All storage lockers and contents are to be kept in a neat condition and the doors must be secured.

Unit Owners and Occupants use the storage areas at their own risk.

Flammable, combustible, or explosive fluids, materials, chemicals, and substances are prohibited from being brought inside or stored in any Unit or storage unit except for normal household use. Flammable materials are prohibited from being stored in the parking garage

I. Windows, Window Coverings, Terraces/Balconies and Exterior Doors

Nothing may be thrown or emptied out of the windows, patios, or exterior doors of any Unit, nor thrown or emptied into the Common Elements. For example, rugs may not be beaten in Common Elements, nor will dust, rubbish, or litter be swept from a Unit onto any Common Element or neighboring terrace.

Nothing will be hung from outside the windows or on the patios or terraces. The only exception is during the holidays from Thanksgiving until January 15, white lights can be displayed on the balcony. If holiday trees are placed on outdoor terraces, they must have white lights.

In order not to interfere with the circulation of heat from the baseboard electric heating elements, the following clearances need to be maintained when installing window treatments:

1. 1" clearance between the window treatment and the floor and ceiling

2. 2" clearance between the front of the heater and the window treatment when the window treatment is "open" (as in the case of vertical blinds); and

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3. 4” clearance between the front of the heater and the window treatment when the window treatment is closed

Nothing will be placed on the outside windowsills of any Unit. For example, outdoor clothes dryers or clotheslines are not permitted upon any Common or Limited Common Element.



Nothing will be mounted or placed on the exterior corridor doors of any Unit without the written consent of the owners in said corridor and the Board of Directors. For example, doorknockers or Unit numbers, other than those issued and mounted by Management are prohibited. The only exception is, during the holidays from Thanksgiving until January 15, one decorative item may be hung either from the door or over the Unit number, provided that no damage is caused to the door, wall covering, Unit number, etc. An item hung over the door may be no larger than twenty-five (25) inches in width and height, or if the item is hung over the Unit number, it may be no larger than ten (10) inches in width and height. Electrical decorative items are prohibited.

Balconies/terraces must not be enclosed or altered in any manner.

Drilling of walls and floors on balconies is prohibited. Additionally, installing carpeting on balconies is prohibited.

Cooking is permitted on the Unit terrace if a previously approved electric grill is used or if a gas grill line was installed at initial construction. Charcoal grills, smokers, propane gas grills, heaters and chimneys are prohibited. On the day of Red, White and Boom, cooking on the balconies is prohibited.

For safety and security reasons, Unit Owners, Occupants, their visitors, employees, agents, and licensees are prohibited from entering upon or attempting to enter upon the roof of the building.

The Association is responsible for routine maintenance and repair for glass damage to all stationary windows in the Units, unless such damage is the fault of the Unit Owner, Occupant, or guest. Sliders and windows that can open are the responsibility of the Unit Owner.

To keep a uniform external appearance, the exterior surface of all drapes, curtains, blinds or other door/window coverings must be white. If colored drapes or other window coverings are desired, they must be lined in white. Awnings or window guards will not be permitted and signs of any kind shall not be placed in windows, doors, exterior surfaces, patios or common areas.

Residents are not allowed to put their names in any entry or passageway or other Common Elements, except in the place designated for the same by the Board of Directors.

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No items other than approved furniture, which is outlined in the Declaration, may be placed on the balconies. Specifically:

1. Plastic patio furniture is prohibited.

2. Only clear light bulbs can be used in balcony fixtures.

3. Balconies may not be penetrated or enclosed.

4. No transmission antennae, of any kind, may be erected anywhere within the bounds of the Unit or Limited Common Elements, including the balconies, without the written approval of the Board of Directors

5. Please do not throw any items off your balcony including but not limited to cigarette butts, garbage, etc.

ARTICLE VI

UNIT OWNER FINANCIAL RESPONSIBILITIES

A. Association Assessments and Fees

While the Board is responsible for setting the Association's budget, each Unit Owner is responsible to pay his/her fees on a monthly basis and on time. Again, when one Unit Owner does not pay, the rest of the Unit Owners have to make up the difference. Consequently, the Board has adopted an aggressive collections policy to reasonably ensure that Unit Owners pay their condominium fees in a timely manner, so the other Unit Owners are not unduly burdened by a neighbor's non-payment.

1. Collection Policy

a. Unit Owners are responsible for payment of monthly assessments or charges and any special assessments for capital improvements.

b. Association fees and charges are due on the first (1st) day of the month and are considered late if not received by the fifteenth (15th) of the month (postmarks after the 15th are not acceptable). Payments made after the fifteenth (15th) of the month will be charged in accordance with the Miranova Condominium Association Collection Policy.

c. If you wish to have your assessments debited from your checking account please contact the Property Manager for an Auto Debit Form. Otherwise, please forward your payments to the following location.

Make checks payable to: **Miranova Condominium Association**
Mail checks to:
Miranova Condominium Association

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d. A late fee will automatically be assessed on the 15th day of each calendar month. A late fee will be added each month that an outstanding balance remains on the Unit Owner's account. (Fee subject to increase upon further notice). An administrative late charge, plus interest, will be incurred for any late payment and on any unpaid balance as follows:

i. $50.00 on any unpaid Unit assessment; or
ii. $25.00 on any unpaid incidental fee charged to the Unit; and
iii. Interest charged at 10% per annum.
iv. $36.00 on any returned payment (Late charges subject to increase upon further notice.)

a. The Unit Owner will be responsible for all charges and legal fees affiliated with delinquent accounts, NSF checks, etc.

b. The following process will be followed for any account that is delinquent:

i. Any payments made shall be applied in the following order:

1. Interest owed to the Association.
2. Administrative late fees.
3. Court costs, attorney's fees and other costs of collection.
4. Principal amounts the Unit Owner owes for the common expenses or penalty assessments chargeable against the Unit.

ii. Any cost, including attorneys' fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit Owner.

iii. If a Unit Owner's account is delinquent, voting privileges and use of the Common Elements (including the swimming pool) will be suspended until full payment is received.

iv. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration and Bylaws or this Handbook, the Association may, but will not be obligated to, undertake such performance or cure such violation and will charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performance or cure incurred by the Association. Any such amount will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the extent as if it were a lien for common expenses.

v. In the event any check tendered in payment or partial payment of any obligation to the Association will be dishonored by the payer institution (i.e., the bank or other institution upon which the check is drawn) the Unit and Unit Owner(s) thereof for which the

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tendered payment was made will be charged the sum of $36.00, in addition to any bank charges and subsequent late fees**,** to assist the Association in defraying the additional, administrative cost of handling the dishonored instrument.

vi. All assessments, installments of assessments, and other charges made pursuant hereto will be the joint and several obligations of the Unit Owner or Unit Owners of the Unit at the time the same became due, and a charge on the Unit with respect to which the same arose.

c. Any Unit Owner, Occupant, or guest of a Unit that is greater than or equal to thirty (30) days delinquent is not permitted to reserve the social rooms, guest apartment, or request any security devices, stamps, or other services of Miranova, including use of the pool and fitness center.

d. Money orders, cashier's checks, personal checks, or ACH are acceptable forms of payment.

B. Homeowner Profile Form

All Homeowner Profile forms will be completed during the building orientation with the Property Manager. The information you provide is crucial and is needed to assist you in an emergency and for security purposes. Please notify the Concierge Desk if you have changes in the information at any time. Additionally, the information collected is used for the publishing of a directory exclusive to Miranova residents with written consent.

C. Insurance

While the Association maintains insurance on the common elements, the Unit Owners should maintain insurance on their Units as follows:

1. Property Insurance – While the Association's insurance policy insures our buildings, insurable events inside your Unit are the Unit Owner's responsibility. As a result, Unit Owners must have a property insurance policy providing for building coverage for your Unit, and you must file a copy of your property insurance policy with the Association within 30 days of a request for the policy.

2. Personal Property Insurance – As a Unit Owner, you should also obtain insurance on your personal property. Often referred to as tenants' insurance, this insurance covers your personal belongings in the event of vandalism or a casualty event. The amount of insurance necessary will depend on the value of your personal property, including furniture, clothes, electronics, jewelry, and furnishings.

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3. Liability Insurance – In today's litigious society, it is strongly recommended that Unit Owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit, your liability insurance may cover the cost of the injury and any damages. The Association maintains liability insurance on the Common Elements to protect against the same thing. Many insurance agents recommend that Unit Owners have at least $100,000.00 in liability insurance; however, you should contact your own agent to determine the best amount for you.

Management should have on file a copy of each Unit Owner's proof of insurance. Waterbeds are not permitted in the building without proof of insurance. The insurance policy should include an endorsement for damage caused by waterbeds, if applicable.

Proof of insurance will also be requested for general contractors working inside a Unit and for any special engagements in the Common Elements (i.e. private pool parties). The Association requires "Miranova Condominium Association" to be included as an additional insured for such insurance policies.

Only the Board may submit claims against the Association's insurance policy.

Utilities - Unit Owners are responsible for the maintenance and payments of their own electric, cable television and telephone service, and for calling to initiate service on the date of possession.

D. Property Taxes

Unit Owners are responsible to pay all Franklin County Property Taxes. Your property taxes not only reflect the value of your Unit, but also your undivided percentage of interest in the condominium's common elements.

E. Leasing

No lease may be of less than an entire Unit, parking, or, storage space or for less than an initial one-year term. Any lease agreement will be in writing, and will provide that the lease be subject to the rules and regulations and will provide that the failure by the tenant to comply with the terms of the Condominium Documents will be a default under the lease. Prior to the commencement of the term of a lease, the Unit Owner will notify the Board, in writing, of the name(s) of the tenant(s) and the time during which the lease term will be in effect, along with an executed copy of the lease agreement. Tenants must complete building orientation with the Property Manager and must schedule move-in with the Concierge to reserve the elevator and loading dock.

If a Unit Owner leases his/her Unit, the amenities at Miranova is for the use of the tenant and not the Unit Owner, who has forfeited his/her rights until the lease expires or is terminated.

Before a new tenant may move into the building, the following requirements must be met:

- Provide a lease to the Property Manager and approved by the Board of Directors
- Complete building orientation with the Property Manager.
- Schedule move-in with the Concierge Desk to reserve the elevator and loading dock.

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F. New Owners

Before a new Unit Owner may move into the building, the following requirements must be met:

- Complete building orientation with the Property Manager.
- Schedule move-in with the Concierge Desk to reserve the elevator.
- Provide copy of Unit Owner's certificate of insurance with "Miranova Condominium Association" listed as additional insured to management.

G. Move In/Out Procedures

All move-ins and move-outs must be scheduled through the Concierge Desk. All moves require padding the designated elevator and such padding will need to be coordinated through the Concierge Desk. All reservations must take place between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. All empty boxes should be broken down and placed in the corridor trash room. You may also contact the Concierge Desk for assistance. Please do not put boxes or cartons down the trash chute or leave them in the residential corridor.

H. Units for Sale

All Unit Owners must inform the Property Manager of their intent to sell. Units for sale must be shown by appointment only. Open Houses are not permitted. Concierge is not permitted to do key assists for real estate agents. Unit Owners moving out of the building must schedule a move out time for the elevator in advance. This may be scheduled with the Concierge Desk by calling (614) 737-4400.

I. Capital Reserve Contribution

At the time of transfer of a Unit, each purchasing Unit Owner is required to pay the Association a capital reserve contribution fee, in an amount equal to two times the then operating assessment's monthly installment amount attributable to the Unit.

ARTICLE VII

EMERGENCY PROCEDURES & EVACUATION PLAN

It is important to remember and commit to memory emergency preparedness in a high-rise building. An emergency consists of any situation that poses immediate and extreme danger to people, property, or process. Because most emergencies are sudden, severe, and unexpected, it is extremely important to be prepared. Even though great care is devoted to the design and construction of a building and its systems, followed by a well-planned and executed operating and maintenance program to prevent unsafe conditions, we must be prepared to cope with emergency situations. Proper preparation helps ensure safety and survival.

An up-to-date list of all residents with physical disabilities and challenges who cannot use the stairs is maintained in the offices of building management, maintenance, and the Concierge. Please confirm you are on this list if you are unable to walk down the stairs in the event of an emergency.

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A. Emergency Power

Miranova's building makeup provides automatic emergency power during electrical outages. The emergency power only supports common building services such as life safety equipment, elevators, emergency lighting, and security systems The emergency generator provides power to all stairwells, three corridor light fixtures on each floor, 2 elevator cabs, the booster pump, fire pump, security cameras, P1 & P2 garage doors and elevator lobby lights. Power outages disrupt our conveniences of modern day living, however please be patient in the event of power loss. Building management will be working vigorously to restore power and full building operations.

B. Medical Emergencies

If a resident has an accident or becomes seriously ill, follow this procedure:

1. Do not move the victim.
2. Call 911 **AND** the Concierge Desk, (614) 737-4400.
3. Clearly state the problem. Describe the accident or symptoms of the illness as calmly as possible.
4. Give the victim's exact location including the name of the building (Miranova Residential Tower), street number (One Miranova Place), and suite and floor number where the victim is located.

Once the Concierge Desk has been notified, they can assist rescue personnel and expedite recovery efforts.

C. Evacuation Guidelines:

How to evacuate; remember the acronym **RACE: Rescue, Alarm, Confine, Evacuate.**

1. **RESCUE.** Rescue any person(s) in immediate danger if it does not put you in imminent danger.

2. **ALARM.** If you discover a fire or other significant hazard that threatens others, immediately activate the building fire alarm system by setting off the pull station. Pull stations are located on either side of the stairwell doors. Do not wait for the automated system to go off by itself.

   CALL. Immediately call 911 AND the Concierge Desk at 614-737-4400. State your name, location, and nature of the problem. Speak slowly and clearly.

3. **CONFINE. DO NOT MAKE A TRAP: KEEP FIRE DOORS CLOSED AND STAIRWAYS AND CORRIDORS CLEAR.** Prevent further spread of the fire by closing all doors in the area of the fire. Fire doors in corridors and stairways are designed to block fire and its deadly effects. Before opening any door, place a hand on the door surface and check for heat.

4. **EVACUATE. GET DOWN FOR LIFE.** Unless you're in the basement, go down to the lobby to exit. Vacate the building through the nearest stairway staying on the right hand side keeping pace with

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the person ahead of you. By staying on the right hand side, emergency crews will have free and clear access on the left. Please refrain from talking so that instructions can be heard if given. **DO NOT USE ELEVATORS TO EVACUATE.**

ONCE OUT, STAY OUT! Exit the building through the main lobby doors or P1 and proceed to the evacuation point. In most circumstances, the evacuation point will be the southern most point of the property, (Mound Street) at least 500 feet away from the building and clear of fire hydrants and access roads. No one is to return to an evacuated building unless told to do so by a city or management official, or until the emergency situation has been remedied and the building reopened. Building management will verify that all residents and guests have been notified of the fire and are evacuated to safe areas. A search will be conducted in all common areas.

Please keep in mind that all building staff serves as Fire Wardens, so our priority is protecting those who are in immediate or imminent danger. Fire Wardens assist with evacuation, securing, and re-entry control process of the building. If you call the Concierge Desk to seek information about the situation, there may be a delay in getting your call answered. If you're concerned about your personal safety, evacuate.

D. <u>Building Fire Safety Tips:</u>

1. **KNOW WHERE THE EXITS ARE.** In a fire, visibility may be obscured and you may have little time to escape. Know the two closest ways out from anywhere in the building. There are two sets of stairways located on the east and west ends of each floor's elevator lobby and should be used to get to the first floor.

2. **WHEN THE FIRE ALARM SOUNDS, GET OUT.** Take the stairs, not the elevator. Elevators are programmed to travel to the ground floor and stay there upon activation of fire alarm system. Stairways are your emergency pathways to safety. They are designed to keep smoke, heat, and flame out, and they have emergency lighting systems when building power is lost.

3. **GET DOWN FOR LIFE.** Remember to always go down to exit. Fire department ladders may not reach upper floors or the roof of our high-rise, but deadly smoke, heat, and flames do.

4. **CLOSE DOORS.**

5. **KEEP UNITS, STORAGE SPACES, CORRIDORS, AND OTHER COMMON AREAS CLEAN.** Fire hazards are magnified in a multi-story building. Make sure no materials are blocking sprinklers or smoke detectors, and flammable chemicals are stored correctly. Ensure materials are at least 18 inches below sprinkler heads.

6. **KNOW LOCATIONS OF FIRE EXTINGUISHERS.** If you have the training and are not endangering yourself in the process, you may be able to keep a small fire from growing. The fire department should be notified and building occupants alerted for any fire. Even a small fire can give off large volumes of smoke and can grow quickly. Know when to fight and when to run.

7. **KNOW WHAT TO DO IF YOU ARE TRAPPED.** If your exits are blocked by heavy smoke or fire, retreat as far as you can, closing (but NOT locking) as many doors between you and the fire as you

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can. If possible, call the fire department and the Concierge Desk and give them your exact location. If smoke starts coming in, try sealing the door gaps as best you can. If you can open an exterior window, try to signal the fire department – be ready to close the window if smoke is drawn into your refuge.

8. **PRACTICE.**

E. <u>Bomb Threats</u>

It has been proven that a large majority of bomb threat calls are false alarms, meant only to disrupt the normal activities of an individual or company. However, at no time should any call be regarded as just another false alarm. If you receive a bomb threat over the phone, remain calm and act courteously. If feasible, notify another person to listen on another extension or notify the Concierge Desk to call the Columbus Police Department while you are still talking to the caller. Do not hang up; keep the caller on the line as long as possible, as the call may be traceable. Take notes on the caller's threat, tone, voice characteristics, and background noise. Try to get as much information as possible such as:

1. **WHEN** will the bomb go off? **HOW** much time remains or time of detonation?

2. **WHERE** is the bomb located? Get the exact location.

3. **WHAT** type of bomb is it? Appearance or description of the bomb.

4. **HOW** do you know about this bomb?

5. **WHAT** is the caller's name and reason for planting the bomb?

6. **"DO YOU KNOW THERE ARE INNOCENT PEOPLE IN THE BUILDING WHO COULD BE HURT OR KILLED?"**

At the conclusion of the call, immediately notify the police department and building management, if this has not already been done. Building security will control and inspect all incoming persons and packages. Building management and maintenance personnel, in conjunction with the Columbus Police and Columbus Fire Department, will conduct a quick and thorough search of the building. If a suspicious object is found during the search or if there is any chance that a bomb may be in the building, the **building must be evacuated.** Use the two sets of stairs located at the east and west ends of the elevator lobbies. DO NOT USE THE ELEVATORS. Do not touch, move, jar, disturb or cover the object. If the building has been evacuated, you may only re-enter upon approval. The police, fire department or building maintenance personnel will make this decision.

F. <u>General Community Threat</u>

In case of a general downtown or community threat, building management will further secure the site. All non-essential vendors, construction workers and visitors will be asked to leave. The entrance to the site will be blocked at Mound Street. No one other than Residents will be permitted to enter without prior notification. Residents will be asked to notify the Concierge Desk of any expected visitors. The Corporate Tower will also be secured in this manner.

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G. Fire Alarm Procedures

Your safety here at Miranova is very important. We are very fortunate to have a state-of-the-art fire system. In the event of a fire alarm, the alarm will only sound on the floor of origin and on the floor above and below. The enunciator automatically informs you to evacuate. The alarm will continue to sound while the staff goes to the location of the alarm and verifies the cause. This could take several minutes. Therefore, it is your responsibility to decide if you wish to evacuate before the nature of the alarm is determined. After the staff has investigated the nature of the alarm, we will notify you via the enunciator if all is clear. In the event of an actual fire, the alarm will continue to sound. If you are on the emergency evacuation list, the fire department will escort you from the building. Please understand that these procedures are for your protection and in compliance with the fire code.

ARTICLE VIII

ENFORCEMENT

A. Damage or Violations.

1. Any Unit Owner, Occupant, or employee reporting to the Property Manager may make a written allegation as to property damage or a violation of the Declaration, Bylaws, or these rules and regulations. The President or designee of the President will investigate the alleged damage or violation and determine within ten (10) days whether damage or a violation exists. If damage or a violation exists, the Board President or designee of the President will give the responsible Unit Owner(s) written notice of the damage or violation and a reasonable date by which the Unit Owner(s) must repair the damage or cure the violation.

2. If the Unit Owner(s) fails to repair the damage or cure the violation by the date in the notice, the Board of Directors may impose a charge for damages or a $25.00 daily enforcement assessment against the Unit and the Unit Owner(s) thereof for the damage or violation.

B. Charges and Assessments.

1. Prior to imposing a charge for damage(s) or an enforcement assessment for any violation of the Declaration, Bylaws or these rules and regulations, the Board of Directors will give the Unit Owner(s) a written notice that includes the following:

    a. A description of the property damage or violation.

    b. The amount of the proposed charge or assessment;

    c. A statement that the Unit Owner(s) has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;

    d. A statement setting forth the procedures to request a hearing pursuant to Section 3 of this Article VIII.

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e. A reasonable date by which the Unit Owner(s) must cure the violation to avoid the proposed charge or assessment.

C. Hearing

1. To request a hearing, the Unit Owner(s) will deliver a written notice to the Board of Directors not later than the tenth (10th) day after receiving the notice required by Section 2. If the Unit Owner(s) fails to make a timely request for a hearing, the right to that hearing is waived, and the Board of Directors may immediately impose a charge for damages or an enforcement assessment.

2. If a Unit Owner requests a hearing, at least seven (7) days prior to the hearing, the Board of Directors will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

3. The Board of Directors will not levy a charge or assessment before holding any hearing requested pursuant to Section 3a of this Article VIII.

D. Permissive Opportunity to Cure.

The Unit Owners, through the Board of Directors, may be allowed a reasonable time to cure a violation before imposing a charge or assessment.

E. Notice of Charge or Assessment After Hearing.

Within thirty (30) days following a hearing at which time the Board of Directors imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner(s).

F. Notice.

Any written notice that is required by this Article VIII will be delivered to the Unit Owner(s) or any Occupant of the Unit by personal delivery, by certified mail, return receipt requested, electronic mail, or by regular mail.

G. Additional Remedies.

If a Unit Owner is delinquent in the payment of assessments for more than thirty (30) days, the Board of Directors may impose other remedies, including, but not limited to suspension of voting privileges and the use of the recreational facilities as described as Amenities in Article II for a reasonable period of time.

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