REGENCY AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

HANDBOOK
OF
RULES AND REGULATIONS

Revised 2023

MESSAGE FROM THE BOARD OF DIRECTORS

Dear Fellow Homeowners and Residents,

The Board of Directors (the "Board") of the Regency of Highland Lakes Condominium Association (the "Association") would like to welcome you to The Regency at Highland Lakes Condominium (the "Condominium"). The Regency at Highland Lakes Condominium is a premier condominium community, and each resident plays an important role in preserving the overall beauty and uniformity of the Condominium. We are very proud of our Condominium and of all its residents.

This handbook provides a set of rules, regulations, and procedures concerning governance of and alterations, maintenance and use of property within our community. The rules and regulations (the "Rules") are not a substitute for the Declaration and Bylaws, which each owner and resident is encouraged to read. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling document.

The Board recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community. The goals of the Rules are to educate and inform owners and residents of certain requirements for living within this Condominium, to help to maintain and enhance the ambiance of the community, to preserve and improve property values, to control operating and maintenance costs, and to provide a harmonious living environment for all residents.

At The Regency at Highland Lakes Condominium, like any other condominium community, ***the interests of the community always outweigh the interests of the individual residents.***

We look forward to receiving your questions and/or suggestions on how we, as a community and as a Board, can better serve each and every resident. All opinions are important and will be respected. All ideas are welcome.

Welcome Home!
The Regency at Highland Lakes Condominium Board of Directors

SUMMARY OF OWNER AND ASSOCIATION MAINTENANCE RESPONSIBILITIES

DESCRIPTION	OWNER	ASSOCIATION
Chimney: Exterior Siding, Flashing	X	
Chimney: Vents, Dampers within Units	X	
Common Elements		X
Common Element Lighting: Entrance, Clubhouse, Pool		X
Common Element: Irrigation		X
Damage, Interior: Drywall, Ceilings, etc.	X	
Damage, Property within Unit	X	
Doors: Garage and Entry	X	
Doors: Weather Stripping, Storms and Screens	X	
Driveway Apron		X
Driveway from Garage to Front Sidewalk/Apron	X	
Heating and Air Conditioning System	X	
Irrigation serving Homeowner's Unit	X	
Landscaping, Common Element		X
Landscaping, Limited Common Element: Care of Unit Lawns & Front Mulched Areas (Mulching, Edging, Trimming, Weeding)	X	X
Landscaping, Limited Common Element: Care of Trees, Shrubs, Plants in front mulched areas of Unit	X	X
Landscaping, Limited Common Element: Care of Trees, Shrubs, Plants, Mulched areas on Sides and Back of Unit	X	
Light Fixtures: Post Lamps and All Exterior Fixtures	X	
Mailbox: Painting and Repair	X	
Patio/Porch, Original: Replacement	X	
Patio/Porch, Original: Maintenance	X	
Patio/Porch, Extensions: Replacement	X	
Patio/Porch, Extensions: Maintenance	X	
Pipes: Gas, Water, Sewer, serving Homeowner's Unit	X	
Roadways		X
Roofs, Shingles, Flashing, Gutters, Downspouts	X	
Sidewalk from Front Door to Driveway	X	
Sidewalks except as above		X
Snow Removal: Roads, Driveways, Walkways to Front Porch after 2 inches		X
Structural Maintenance	X	
Walls, Exterior: Siding and Trim	X	
Walls, Foundation, Footing Drains	X	
Walls, Interior to Unit	X	
Windows: Frames, Glass, Screens and Storms	X	
Wiring: Electrical, serving one Unit	X	
Wiring: Telephone and Cable, serving Homeowner's Unit	X	

This is a brief and general summary, which is intended only as a quick reference. It is not necessarily a complete list and does not take into account various factual scenarios, which may at times augment these responsibilities. For clarification, to discuss items not listed, or to discuss specific questions, contact the Association's property management company.

SUMMARY OF ITEMS REQUIRING ADVANCE BOARD APPROVAL

Subject to other procedures and requirements set forth in in this Handbook and the Declaration, advance written approval by the Board is required if you want to make any exterior changes or improvements, to any of the following:

- Modify or Alter the Exterior of Your Home
- Add an Addition
- Install a Radio or TV Antenna
- Install Awnings or Canopies
- Change the Exterior Paint or Stain Color
- Change the Trim Color
- Change Roof Color or Material
- Install Solar Panels
- Install a Generator
- Install a Deck
- Add a Patio
- Replace an Existing Deck or Patio with Different Materials or Design
- Modify an Existing Deck or Patio
- Add a Door or Window
- Change a Door or Window
- Install a Storm Door or Window
- Install an Invisible Fence
- Install an In-ground Fire Pit
- Install a Hot Tub
- Install an In-ground Flag Pole
- Install Additional Exterior Lighting
- Enclose or Modify a Porch
- Add a Railing or Decorative Iron Work
- Install Shutters
- Modify or Alter Landscaping
- Install an Arbor, Pergola or Trellis
- Add a New Flower or Shrubbery Bed
- Extend or Alter an existing Bed
- Add a Decorative Item larger than 3 feet in height and 1 foot in diameter to a Front Mulched Bed
- Add a Fountain
- Install a Large Planter
- Add a Tree
- Hold a Garage or Estate Sale
- Park a Boat, Motor Home, RV, Camper or Travel Trailer in your driveway for more than 24 hours
- Park a Mobile Storage Unit (e.g. PODS) or a Dumpster in your driveway for more than 1 week
- Park a Truck larger than a 1-3/4 ton pick-up in your driveway for more than 24 hours
- Have more than 4 household domestic Pets in your Home
- Any other items or actions that require approval as set forth in the Handbook or Declaration

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UNDERSTANDING THE CONDOMINUM

INTRODUCTION

The Regency at Highland Lakes is a unique community of single unit free-standing condominium homes. The concept of the single unit free-standing condominium affords each individual Unit Owner more flexibility, privacy and opportunity to express their individuality than a "traditional" condominium community, especially as it pertains to the exterior of the Unit and the adjacent exterior space. it also, however, brings with it the responsibility of maintaining those areas to the standards established by the community and the responsibility to be respectful of those who live around you.

Each Unit Owner exclusively owns the entire "fee simple" interest in their Unit as the Unit Purchaser. The descriptions of all components of a Unit are outlined in Article V of the Declaration.

COMMON ELEMENTS

The Common Elements are all of the property in the community except that which is occupied by the footprints of the individual residential Units. The Common Elements also include any plumbing, electric, heating, cooling, utilities service lines, pipes, wires, ducts, conduits or other accessories which serve more than one Unit. The Common Elements are jointly owned by all of the members of the Association and are for their exclusive use, benefit and enjoyment.

LIMITED COMMON ELEMENTS

The Limited Common Elements are the areas of the Common Elements reserved for the exclusive use of the owners and occupants of one or more Units but less than all Units. These include the front porch, one or more side or rear porches, decks or patios, the driveway in front of the Unit garage, sidewalks leading to and from the Unit, certain green and landscaped areas surrounding the Unit itself and all improvements within that area (except utility lines that serve other Units).

UNIT OWNERS' ASSOCIATION

The Regency at Highland Lakes Condominium Association (the Association) is an Ohio not-for-profit corporation and is organized under the Articles of Incorporation with the Ohio Secretary of State and Ohio Revised Code 1702 and 5311. A Condominium is a group of living units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. The governing documents consist of the Declaration, Bylaws and Drawings creating this Condominium, these Rules and Regulations, and the Articles of Incorporation. These Rules and Regulations are developed and issued under the authority provided to the Board of Directors in the Declaration and Bylaws and pursuant to Ohio law. The Association, through its duly elected Board of Directors, will administer the Condominium.

Membership in the Association is made up of all Unit Owners and is limited to Unit Owners.

VOTING

Each Unit is entitled to one vote on any matter that is to be voted on by the Association. Votes may be made in person or by written proxy. If the owners of a Unit are unable to agree among themselves as to the vote to be cast on a particular matter, no vote shall be cast.

BOARD OF DIRECTORS

Pursuant to Ohio law and the Association's Declaration and Bylaws, the Board is delegated the responsibility for the operation and management of the Condominium and the Association's affairs. The Board has the ultimate authority to make decisions and determine and enforce rules and regulations in an effort to create a harmonious living environment and help to maintain property value.

BOARD ELECTIONS

The Board consists of three directors elected by the Members of the Association with each director serving a three (3) year term. The term of one (1) director expires each year and one (1) Member in good standing is elected to a three-year term of director at the annual meeting of the Association's members. Candidates for directors must be a Unit owner or spouse of a Unit owner. Nominees for a director must not be delinquent in the payment of any assessments or financial obligations to the Association and cannot be an adverse party to the Association, or the Board, or any Board member (in the capacity as a board member) in any type of litigation at the time of the election.

BOARD MEETINGS

The Board will meet as it determines necessary, but no less than quarterly each year, to review the Association's finances, operations, and other business affairs. Board meeting minutes are available to all Members of the Association.

ASSOCIATION MEMBER MEETINGS

At least one annual meeting of the Association's Members will be held in the second quarter of each calendar year at a date and time established by the Board but in no event shall more than fourteen (14) months pass between annual meetings.

Announcement of the annual meeting will be made to all Unit Owners at least ten (10) days in advance, and a meeting agenda will be distributed with the annual meeting notice.
Special meetings may be called by the Board president, upon written request of no less than thirty (30) of the households, or if required by law. Members will be given at least five (5) days written notice of any special Member's meetings.

COMMITTEES

Committees may be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will staff committees with one committee member being designated as Committee Chairperson. Committees report to a Board member and make their recommendations to the Board for action. All Unit owners are encouraged to be actively involved in their community and volunteer for committee appointment. All committees serve at the Board's discretion.

NONCOMPLIANCE

Each Unit Owner and Resident is expected to abide by these rules and regulations and the provisions of the Declaration and Bylaws and any amendments. The Board has the responsibility, authority, and duty to enforce the rules and regulations, provisions of the Declaration and Bylaws and any amendments, by levying fines and other lawful enforcement for violations. (See Handbook section regarding Compliance)

CHANNEL OF COMMUNICATIONS

The Board has retained professional property management by contract with an independent property management company that assigns a designated property manager to our community. This manager monitors all common maintenance activities (including but not limited to snow removal, lawn mowing, landscape maintenance, minor repairs, etc.) and is responsible for collection and recordkeeping of all monthly Association dues.

The Association relies on the property management company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors, vendors, or their employees. Questions or concerns are to be directed to the property manager in writing by letter or email. When appropriate, use copies of the forms provided at the end of this Handbook and on the Regency residents' website.

In case of emergency maintenance, contact your personal contractor or the management company's emergency number. For Fire, EMS or Police emergencies, call 911. The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to the attention of the property management company. The only exception is, if there are problems experienced with the property manager, a letter or email should be sent directly to the Board members. All other communications must be directed in writing to the property management company to assure that concerns and questions are properly addressed and answered.

FINANCIAL MATTERS

ASSOCIATION DUES

Association dues which finance the operations of the Association are established by the

Board and are payable to the Regency at Highland Lakes Condominium Association on the first day of each month. Payments made by check should be mailed to the property management company with the appropriate payment coupon and to the address designated for receiving payments. Arrangements can also be made to have the monthly dues automatically deducted from a checking account or paid using on-line banking services. Details on using the latter two options can be obtained by contacting the property management company.

DELINQUENCIES – COLLECTION POLICY

1. Monthly assessments are due on the first (1st) of each month. Monthly assessments are considered late if not received within ten (10) days of the due date.
2. An administrative late fee of $40.00 per month shall be assessed for any late payment or any unpaid assessment due the association. The Board reserves the right to increase the late fee from time to time. A NSF fee of $25.00 shall be charged to the Unit owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account.
3. The Association's attorney shall send a demand letter to any owner who is more than 30 days in arrears with the cost of the letter to be added to the owner's account.
4. The Association's attorney shall prepare and file a lien against any owner who is more than 60 days in arrears. The association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.
5. All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balanced owed to the association.
6. The association's attorney shall prepare and file foreclosure, with the Board's authorization, against any owner that is delinquent in the payment of any assessments and related charges by more than $1,500.00, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
7. The association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization in any foreclosure initiated by the owner's lender or another lien holder. The association's Cross-Claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
8. At the discretion of the Board, the association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims

Division). There is no limit on the delinquent amount as to when this action can be filed.

9. This collection policy will remain in full force and effect until such time as the Board, at its full and complete discretion, changes the collection policy.
10. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.
11. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.
12. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.
13. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.
14. The Board will suspend use of the recreational facilities (pool, clubhouse) and the voting rights of any Unit Owner 30 days or more delinquent in the payment of assessments until such time as the account is paid in full.

INSURANCE

ASSOCIATION INSURANCE

The Association will maintain insurance in the type/form and amounts as required by the Declarations and Bylaws. Included in this coverage is general liability and property/casualty insurance for the Common Elements, Directors and Officers insurance for Board members and fidelity insurance. The Association has no duty to provide any security on the Condominium property. The obligation to provide security lies solely with each Unit Owner and occupant. Copies of the Association's insurance policies and declaration pages can be obtained from the property management company for the cost of copying and postage.

HOMEOWNER INSURANCE

Each Unit Owner shall maintain homeowner's insurance coverage for the Unit and its associated Limited Common Elements in event there is damage to the exterior or interior of the Unit or Limited Common Elements for which the Unit Owner is responsible. Coverage shall be in amounts not less than one hundred percent (100%) of the current insurable replacement cost. The Association is not required to insure the Unit or Limited Common Elements for a Unit.

MAINTENANCE AND EMERGENCY RESPONSIBILITIES

UNIT MAINTENANCE

All Unit interior and exterior maintenance, including but not limited to that which results from an emergency, is the responsibility of the Unit owner. Should the property management company dispatch a maintenance technician to address an emergency maintenance problem, the cost for that service call and maintenance is the responsibility of the Unit owner. Upon the Unit owner's request, the property management company may agree to perform non-emergency interior or exterior repairs or maintenance on a fee for service basis or may recommend a contractor to perform that service. Faded or chipped exterior trim, siding, doors, shutters, or any other exterior painted surface must be painted promptly to maintain the appearance of the community.

LANDSCAPE MAINTENANCE

Lawn maintenance, including mowing, trimming and fertilization, is provided by a contractor retained by the Association. Edging, pruning/trimming of shrubs and trees, spring and fall bed clean up, and mulching of beds in the Limited Common Element in the front of Units also is provided by the Association's contractor.

Maintenance of mulched beds, flowers, shrubbery, trees, etc. on the sides and rear of the Unit, however, is the responsibility of the Unit Owner. The Board will determine the color and type of mulch to be used throughout the community, both in Common and Limited Common Elements, including front, side and back areas. Dead flowers or other plantings are to be removed promptly at the end of the growing season or before if necessary. The property management company will notify the Unit Owner of plantings or mulched beds that become unsightly and will allow a ten (10) day period for removal of the weeds or dead flowers/plants. If appropriate action is not taken within the 10 day period after the Unit Owner has been notified, the Unit Owner may be assessed an enforcement assessment and ultimately, all costs related to removal or clean-up of the planting/mulched bed(s).

UTILITIES

UNIT OWNER RESPONSIBILITY

Each Unit Owner is responsible for the Unit's natural gas, electric, water and sewage, telephone and cable or satellite television and internet services**.** Water and sewage service to the Regency at Highland Lakes is provided by Del-Co Water Co. Inc. and the Delaware County Regional Sewer District. Each Unit Owner must adequately heat and cool the Unit at all times to prevent frozen pipes in and around the Unit and to prevent mold/mildew during warmer/humid months. If damages occur to a Unit and the Unit Owner fails to remedy damages related to water, moisture, mold, or frozen plumbing within or outside of the Unit, the Association may make any necessary repairs to the Unit or Limited Common Elements and charge all costs back to the Unit Owner that failed to make those necessary repairs.

TRASH AND RECYCLING
Trash and recycling are collected weekly. Every effort should be made to put trash and recycling out in the evening before collection day and to return the containers inside the garage as early as possible the day of collection—but no later than midnight. Trash containers are to be stored inside the garage, never outside the Unit. To receive additional containers, contact the property management company.

ASSOCIATION RESPONSIBILITY
The Association pays for all utilities, irrigation and trash disposal associated with the Common Elements as well as trash disposal for the Units. The Board is responsible for selecting and retaining the contractor. If you experience any issues related to the Common Element utilities, irrigation, or trash disposal, please contact the property manager.

USAGE OF COMMON AND LIMITED COMMON ELEMENTS

COMMON ELEMENT USE
The Common Element should be used in such a manner as not to disturb others. Personal property is not to be left in Common Elements.

LIMITED COMMON ELEMENT
Benches, patio furniture and other outdoor chairs, tables, umbrellas, or outdoor furniture accessories may be placed on the patio, deck and porch portions of the Limited Common Elements, but are not permitted on the grassy areas.

Clothes lines are prohibited.

ACTIVITY ON COMMON AND LIMITED COMMON ELEMENTS
It is expected that Unit residents will demonstrate common courtesy to adjacent Unit residents relative to noise and activities on patios, decks, and porches. Party activities on the Common Element and Limited Common Elements should terminate no later than 10:00 p.m. Sunday through Thursday and no later than 12:00 a.m. on Friday and Saturday. The use of an amplified sound system (speakers, portable radios/phones, or any use of any amplification device) must not disturb adjacent Unit residents.

RESPONSIBILITY FOR DAMAGE
Unit Owners are responsible for the repair of any damage to the Common Element or Limited Common Elements caused by the Unit Owner, residents of the Unit, or guests of the Unit Owner or any resident of the Unit. All costs related to repair of damages to the Common Elements will be the Unit Owner’s cost to bear.

USE OF THE POOL, CLUBHOUSE AND WORKOUT FACILITY

1. The pool, clubhouse and workout facilities (the “Complex”) are for the exclusive use of Unit Owners and residents. Guests of residents can use the Complex only when accompanied by a person 16 years or older who is a resident of a condominium Unit.

2. Resident children under the age of 16 must be accompanied at all times by an adult or person 16 or older.

3. The Complex is not a public facility and is to be used only by Unit Owners, residents or guests of the Unit Owner or resident. Residents are not to loan or give their key fob to any nonresident, including friends and relatives, for any period of time.

4. The Complex or any part thereof is not available for rent or reservation except for community-wide events approved by the Association’s Board. Resident groups (e.g. card and book clubs) may meet in the Complex and should coordinate their meeting times to avoid conflicts.

5. The entire Complex is a non-smoking area. The consumption of alcohol by anyone under the legal age is prohibited in any portion of the Complex or Common Elements.

6. All persons using the Complex do so at their own risk and responsibility. **There is no lifeguard on duty at the pool.** Swimming alone is not recommended.

7. The Association is not responsible for personal items left at the Complex. All areas should be left in a well maintained, clean and orderly state after use.

8. The pool season dates will be determined each year by the Board. During the pool season, the pool will be open daily from sunrise until sunset.

9. If a Unit Owner, resident, and/or guest is caught using the pool or pool area after pool hours, or if unauthorized persons associated with a Unit Owner or resident are caught using the pool or pool area at any time, the Unit Owner will be assessed a $200.00 enforcement assessment. In addition, individuals may be charged with criminal trespassing charges if they are found to be using the pool, pool area, or clubhouse/complex area and are not authorized to do so.

10. The following additional rules have been established for the safe and enjoyable use of the Complex.

    - Individuals of any age who are incontinent must wear special water proof garments so as not to contaminate the pool water or pool area. Diapers which are not waterproof are not permitted in the pool. Any Unit Owner or resident in

violation of this rule and responsible for any pool contamination must pay all costs to restore the pool and pool water to acceptable levels within the governmental standards of health and safety.

- Wet swimwear and towels are not permitted inside the Clubhouse except in the restrooms.
- Showers are to be used only for showering and no other purpose.
- Tampering with medical kits, the pool safety *or* mechanical equipment, or emergency telephone is prohibited.
- There are no reserved lounge tables or chairs. All pool furniture is on a "first come, first served" basis. Towels or mats are to be laid on chairs prior to reclining or sitting on them to ensure they remain free of suntan lotions, oils and screens, both to protect the furnishings and as a courtesy to those who will use the lounges/chairs next.
- Before leaving the pool area, lounge chairs and tables are to be repositioned in an orderly fashion and umbrellas are to be closed and secured. Trash is to be placed in the receptacles behind the Clubhouse.
- The following items or types of activities are not permitted in the pool area:
  - Glass or other breakable containers
  - Excessive splashing, dunking, running, pushing, shoving, disruptive behavior or other physical actions in the pool or pool area which could cause injury or harm to others.
  - Animals, except for service dogs
  - Unusually loud or amplified sounds such as screaming, yelling, or use of radios/phones or other devised without headphones
  - Any device other than battery operated items
  - Eating or drinking in the pool
  - Private pool parties (remember, all Unit Owners own the pool).
  - Smoking
- Individuals or groups using the Clubhouse are expected to leave the Clubhouse in the condition in which they found it. Card tables and folding chairs are to be put away; food and trash and other debris are to be taken away or put in the trash receptacles behind the Clubhouse. Spills or food debris are to be cleaned up and nothing left behind in the area.
- No one under the age of 16 is permitted to use the exercise equipment without supervision of a person 16 or older.
- The exercise equipment is to be used only for the purpose for which it is intended and no other use.

EXTERIOR MODIFICATION AND ALTERATION

Board approval is required **in advance** for any modification or alteration to a Unit that is visible to the exterior. Board approval also is required for any modification or alteration to the Unit's Limited Common Element.

Any changes to the exterior of a Unit are to be consistent with the existing architecture and color palette of the community. The Board has the sole responsibility and authority for determining, in its discretion, whether the design, color, materials and placement of a requested modification or alteration is consistent and complimentary to the community as a whole.

CHANGE APPROVAL PROCESS

To obtain Board approval for a modification or alteration, the Unit Owner desiring the approval will submit to the property management company complete specifications showing the nature, kind, shape, height, materials, color and location of the modification or alteration as well as proposed start and completion dates. (See Exterior Modification Application Form)

The property management company will work with the Board to review the submitted plans and specifications and determine if those plans conform to established community rules and standards. The review may include contacting neighboring Unit Owners to determine if they support or oppose the proposed modification or alteration. Comments from neighboring Unit Owners will be kept confidential. Upon completion of the review, the Board will vote to approve or disapprove the proposal. The Board may disapprove the proposal but request additional information or modifications to the plan from the Unit Owner. The property management company will notify the requesting Unit Owner of the Board's decision. The Board will apply the standards equally and fairly to all Unit Owners and has authority for the final determination as to whether an exterior modification or alteration is approved. A non-exclusive list of items that require advance Board approval is set forth in this Handbook.

LANDSCAPE CHANGES

Prior approval by the Board is required for any of the following in a Unit's Limited Common Area:

- Installation of an arbor, pergola or trellis or other type of hardscape
- Creation of any new flower or shrubbery beds or planting areas
- Extension or alteration of existing flower or shrubbery beds or planting areas
- Installation of fences of any type
- Installation of a fountain or other water feature, large planter or sculpture
- Installation of a decorative item larger than 3 feet in height and 1 foot in diameter to a front mulched bed
- Adding trees, shrubs or bushes

Replacement of existing shrubs, trees and other plants with the same or similar plant material does not require Board approval so long as the same location for replacement is used.

UNIT OWNER LIABILITY

Unit Owners should not sign any binding contracts or agreements for modifications or alterations or permit work to begin until after Board approval, in writing, has been received. If a project is undertaken without such prior written approval and the Board does not approve the project, the Unit Owner will be responsible for the cost of having the Unit's exterior or Limited Common Elements restored to the original state and all costs related to that restoration to the original state will be the Unit Owner's cost.

Approval by the Board does not in any way alter or limit the requirements that the Unit Owner adhere to all appropriate State, local and county Building and Zoning Codes and other regulations established by the County or other governmental regulating agencies. The Unit Owner must obtain any permits required by code or state law.

PARKING

GENERAL PARKING RULES

Parking within the Community is extremely limited. Everyone's help, cooperation and compliance with the following regulations will ensure our streets remain accessible to emergency medical vehicles, fire trucks, trash collection vehicles, snow removal equipment, and mail, parcel and delivery trucks. It will also minimize the inconvenience to fellow residents and ensure a neat and orderly looking community.

Each Unit has a minimum of four (4) parking spaces, two (2) in the garage and two (2) in the driveway. Residents' personal vehicles are to be parked in the Unit's garage or, if garage space is unavailable, within the Unit's driveway. The primary function of garages is to park or store residents' automobiles. Use of garages as tool shops or additional living or entertaining space is strictly prohibited. No storage of flammable liquids/solids or of explosives is permitted. No operation in the garage will, at any time, disturb the adjacent residents.

No resident's vehicle is permitted to be parked in the street or in the Clubhouse lot overnight. If a temporary exception is required (e.g. driveway sealcoating), the resident must notify the property management company in advance.

Guests should park either in the resident's driveway or in the Clubhouse parking lot. Guests may park in the street only when there is no other alternative and then only for a period of no more than 24 hours.

If temporary parking on the street is necessary, a vehicle is to be parked in such a manner that it does not block a street, mailbox, fire hydrant or access to/from any Unit's driveway. It

also must not create a narrow passageway that restricts flow of traffic or emergency vehicles or impair the snow removal equipment and trucks from removing snow from a street or driveway.

Boats, trailers, motor homes, recreational vehicles (including jet skis and ATVs), trucks (larger than 1-3/4 ton pickups), campers, travel trailers, etc. may be parked in a Unit's driveway for a period not to exceed 24 hours without advance approval of the Board.

Mobile storage units (e.g. PODS®) and dumpsters may be parked in a Unit's driveway for a period not to exceed one (1) week without advance approval of the Board.

COMMERCIAL VEHICLES

On street parking of commercial vans, trucks and other vehicles is permitted only for the length of time required to complete a repair, service or maintenance work requested by a resident or the Association. In such instances, the vehicle should be parked so that it does not impede the flow of traffic, hinder access to Unit driveways, or impede access through the Community for emergency vehicles. Commercial vehicles are not to park in the Clubhouse lot.

VEHICLE REPAIRS

With the exception of specific vehicle repairs as described below, repairs to vehicles are prohibited on the Common or Limited Common Elements. Vehicle repairs permitted are as follows: changing a flat tire, putting air in a tire(s), jumping or replacing a battery, replacing a fuse or bulb for a vehicle's light(s), replacing a wind shield. Inoperable vehicles are to be parked only in a Unit's garage. During emergency repairs, residents and their guests will make every effort to protect the Common or Limited Common Element pavements from damage, e.g. use wood to distribute jack pressure. Unit Owners are responsible for any damage that does occur as a result of the actions of any resident or guest of the Unit.

VIOLATIONS

Vehicles that are parked in violation of these rules are subject to being towed at the owner's expense. In addition, fines may be levied against the Unit Owner and use of recreational facilities suspended for violations.

PETS

NUMBER AND KIND OF PETS

A maximum of four (4) household domestic pets, not bred or maintained for commercial purposes, is permitted in a Unit. For purposes of this document, "household domestic pet" is defined as dog, cat, bird, rabbit, gerbil or guinea pig. Chickens, pigs, goats and animals that are considered livestock or poultry are not permitted within the Community. No exotic or wild animals or insects of any kind are permitted within the Community, including bees and beehives.

PET BEHAVIOR

- Any animals that are considered dangerous or vicious as defined in Ohio law are prohibited from being in the Community at any time.
- Pets shall be maintained in a manner that does not create an annoyance or nuisance to others. Aggressive pets or those that threaten or harm other owners, residents, guests or other pets will not be permitted in the Community. If you are harmed or feel threatened by someone's pet, report the incident to property management and to Delaware County Animal Control.
- Pets are not allowed to run free and must be under the physical control of someone able to provide physical control of the animal at all times while outside the Unit. Costs of repairing any damage done to the Common or Limited Common Elements due to a pet's digging or repeated urination or defecation in the same spot, will be assessed against the Unit Owner for the Unit in which the animal is residing.
- No pet may be left unattended and tethered outside any Unit, the Clubhouse or the Pool fence.
- Animal houses, pens and cages are not permitted in the Limited Common Elements including patios, decks and porches.
- The Board retains the authority to seek the removal of any animal that it deems to be a nuisance or that has a detrimental effect on other units, owners, or occupants.

PET CLEAN-UP

The Association's Common Elements are for the enjoyment of all Unit Owners and residents. Pet owners are required to clean up after their pets in Common Elements and Limited Common Elements immediately. Failure to clean up feces or animal waste can result in serious health and safety issues due to rodents, odors and various diseases to both other pets and humans. It also results in uneven grass growth and brown spots in the grassy areas. Pet waste is to be put only in the pet owner's trash receptacles, never in sewers, and such receptacles are to be kept inside the garage.

Owners failing to clean up after their pets will be fined and/or assessed the costs of professional clean-up and/or lawn damage and replacement. In addition, Delaware County has a "pooper scooper" regulation that includes all of our Common Elements. If a pet owner, walker or caretaker does not clean up animal waste, they can be reported to the Delaware County Animal Control and may be fined $100.00 by Delaware County.

SALE/LEASING OF PROPERTY AND MOVING

OWNER RESPONSIBILITY

When a property is to be sold, the purchasing Unit Owner is responsible for promptly notifying the property management company as to the name of the Unit Owner, the date for closing, and to provide an address for notification of Association matters if they wish to utilize

an off-site address. The two (2) key fobs assigned to the Unit are to be transferred to the new owner at closing or left in the Unit's kitchen. If replacement fobs are needed for any reason, the current owner shall be responsible for replacement costs of the fobs.

On the day of the move, care should be taken to assure moving vans or other vehicles do not interfere with the normal flow of traffic or block other Unit driveways or access for emergency vehicles.

LAND CONTRACTS (LAND INSTALLMENT CONTRACTS)

A seller may finance the sale of his/her Unit by entering into a Land Contract (aka Land Installment Contract) provided the contract meets all of the requirements under Ohio law. **Failure to meet all requirements will result in the contract being considered as a "lease" rather than a valid land contract and thus is prohibited within Regency at Highland Lakes.** (See following section on Leasing/Renting of Unit.)

Once, a valid land contract is in place, the following rules shall apply to the buyer and the seller.

- A copy of the land contract must be given to the Board.
- All rights and obligations under the condominium documents (Declaration, Bylaws, Rules and Regulations), including voting rights, transfer to the buyer.
- Both the buyer and seller are jointly liable for payment of assessments regardless of what the contract says.
- Both the buyer and the seller are required to provide the Board with current mailing addresses and phone contact information.
- All rights to use of the pool, clubhouse and other common elements transfer to the buyer. The legal owner has no right of use of the common elements and no right to vote.

LEASING/RENTING OF UNIT

Regency at Highland Lakes is an owner-occupied community. Unit Owners are strictly prohibited from renting/leasing a Unit or portion of a Unit on either a short or long term basis. Ohio Law permits the Association to initiate eviction proceedings in the name of the Unit Owner should an Owner lease a Unit in violation of the Rules and Regulations or provisions of the Declaration and Bylaws (including amendments). All costs related to the eviction proceedings, including court costs and attorney's fees, will be charged to the Unit Owner's account.

MISCELLANEOUS

ROOFS/SOLAR PANELS

Maintenance of Unit roofs is the responsibility of the Unit Owner. Replacement of an existing

roof is to be made with the same or similar materials and color. Changes to roof color and/or materials require **advance** approval by the Board.

Metal roofs are permitted only if the roofing material has the appearance of asphalt or composite shingles and is installed in such a manner as to prevent corrosion.

Installation of solar panels on a Unit's roof requires **advance** approval by the Board. Panel location is to be a rear-facing roof-mounted array. Flush-mounted panels on a roof facing a street will be allowed if documentation is provided from the solar contractor indicating this is the only feasible location for the solar array. If panels are installed on a side or rear roof, the array may be tilted or raised.

All components of a solar system should be integrated into the design of the Unit. The color or the components should generally conform to the color of the roof shingles. Solar "shingles" that mimic the look of a composite or asphalt shingle are acceptable but should match the color of the current roof shingles.

SATELLITE DISHES

Satellite dishes are permissible, but the Board must approve the location of the satellite dish **prior to installation**. Installation within the Common Elements is prohibited unless a variance has been granted by the Board.

Dishes shall be the smallest size available (no larger than one meter in diameter) and placed in a non-obtrusive location, unless there is no other way to receive a signal. The Board reserves the right to require the Unit Owner to paint the dish a color that will blend with its surroundings or to install landscaping around the dish if necessary so long as the landscaping will not obstruct or deter a signal.

Installation must conform to all applicable building codes and manufacturer's specifications and the Unit Owner is responsible to ensure installation meets all code requirements and specifications.

Dish maintenance and repair are the responsibility of the Unit Owner. The Unit Owner is also responsible for the repair of any damage to the Unit or to the Common or Limited Common Elements resulting from the dish installation process, including any existing landscaping, public improvements, utilities, or fasteners/hardware, and for any damage resulting from the dish's removal.

FLOWERS AND PLANTS

Unit Owners may plant flowers (annuals and perennials) as well as shrubs in any of the mulched beds in the Limited Common Elements immediately adjacent to their Units. Plantings may also be made around mailbox posts provided they do not hinder mail delivery

or mowing of the adjacent grassy area.

PLANTERS, POTS AND OTHER CONTAINERS

Planters and flower pots are permitted on porches, patios, decks and mulched beds. These must be made of wrought iron, natural materials or have the appearance of natural materials.

Hanging flower pots or containers are permitted on porches, patios and decks during growing seasons only, but must be removed when the season ends. They are not permitted on lamp posts or mailboxes.

Any damaged pots and any dead or dying plants in pots must be removed or replaced promptly.

Planters, pots, and other containers are prohibited on Unit walkways and on the grassy areas of the Limited Common Elements. Flower pots made of natural or natural looking material may be placed at the top of the driveway or on the water or sewer access covers that are in the front yards of some Units.

DECORATIVE LANDSCAPING

Shepherd hooks, bird feeders, bird baths, fountains, reflective balls, stones, statuary, solar lights, and other similar decorative items are permitted on porches, patios, decks, and in mulched areas. They are not permitted on lamp posts or mailboxes.

With the exception of solar lights, no more than 5 total items are permitted in front mulched beds. Any item larger than 3 feet in height and 1 foot in diameter must be approved by the Board before placing in a front mulched area. All items must remain in good condition and repair or be removed promptly. The design, color, and placement of decorative landscaping should be compatible with the character of the community.

No decorative landscaping is allowed on Unit driveways, walkways, or grassy areas.

HOLIDAY AND OTHER DECORATIONS

The display of holiday lights and other decorations is permitted in the Limited Common Elements during holiday seasons. Lights should not enter into a neighboring Unit's area. Such decorations are limited to 30 days prior and 30 days following the holiday.
Exterior speakers, horns, whistles, bells or other sound devices or amplification devices are prohibited.

FENCES

Fences are prohibited in all areas of the community with the exception of invisible fences, which require approval by the Board **in advance** of installation.

FIREPITS
Free standing and in-ground fire pits are permitted, but in-ground firepits must be approved by the Board in advance of installation.

Firepits must be located and operated no less than 15 feet from any structure. Firepits must be attended at all times and must have means in place to prevent spreading (e.g. fire extinguisher, hose, water bucket, etc.) They must not produce excessive smoke or obnoxious odors. All firepits except those using propane must be operated with a metal screen in place.

FIREWORKS
Fireworks, except for hand held sparklers, are not permitted.

FLAGS
The American Flag may be flown or displayed at any time following normal flag protocol. Other flags that are permitted are the State of Ohio flag, MIA/POW flag, or U.S. service flags.

Decorative or seasonal flags that are in good condition are permitted. School and team flags may be displayed only on days when the team on the flag plays a game.
Decorative, seasonal, school and team flags are to be no larger than 3 feet by 5 feet. (See also Signs/Banners)

Flag poles may be attached to the Unit adjacent to the Unit's front door or garage door. Flag poles are to be standard size poles for a 3 x 5 foot flag. Installation of an in- ground flag pole requires prior approval by the Board.

GARAGE DOORS
Damaged garage doors can significantly affect the appearance of the community. In the event a garage door is damaged, a Unit Owner will have fourteen (14) days to either have the door restored to its original condition or provide the property management company with a copy of a work order showing that such repairs are scheduled to be performed. For each day following the grace period that the door is not repaired or a work order has not been presented, the Unit Owner will be assessed $25.00.

Painting of garage doors is the Unit Owner's responsibility. Garage doors with faded or chipped paint must be painted promptly to maintain the appearance of the community.

GARAGE/ESTATE SALES
Garage and tag sales are specifically prohibited except as a community event approved in advance by the Board. Only one annual community garage sale will be approved.

The Regency annual garage sale will be held on a date to be determined by the Board. Estate sales must be approved by the Board **in advance.**

GRILLS

Gas or charcoal grills are permitted and must be used no less than ten (10) feet from any combustible surface per Ohio Fire Code. Grills should be directly attended to at all times during use. They are permitted on driveways but must be stored in the garage as soon as cool.

Grills are not permitted on grassy areas.

HOSES

Hoses left outdoors during the growing season are to be kept in such a way as not to interfere with mowers. Reels, hose boxes/bowls or other storage devices also must not be placed where they interfere with mowers. Hoses are to be stored in garages at the end of the growing season and are not to be left outside in any area.

IN-HOME BUSINESS

Unit Owners and occupants may conduct business from their Units provided such business does not involve customers, employees, contractors, licensees or invitees coming to the Unit. The interior, exterior or address of the Unit or any images of the Regency community may not be used to advertise a business. No business may be conducted or advertised and no products may be fabricated or displayed within the Limited Common Elements or the Common Elements.

MAILBOXES

The Unit Owner is responsible for painting, repairing and replacing the mailbox in front of the Unit. In the event a mailbox is damaged and needs to be replaced, it must be replaced with a mailbox of the same style, material and color. The property management company can provide the name of a supplier for the community's style of mailbox.

PORCHES AND PORCH FURNITURE

To be classified as a porch, an area must be accessible through a doorway from the Unit. Unless it complies with this definition, furniture or planters cannot be placed on it. A second story balcony that does not have entry through a doorway is considered a roof, not a porch.

Front porch furniture is limited to wood, wicker, wrought iron or materials appearing to look like wood, wicker, or wrought iron.

SECURITY ACCESS KEY FOBS

Key fobs are used to access the clubhouse and open the main pool gate. Each Unit is issued two (2) key fobs which must be signed for and are identified with a specific address. In the event the Unit is sold, the seller is to hand over the key fobs to the new owner at closing or

leave them in the Unit's kitchen. (See also Sale of Property and Moving.)

If a fob is lost or stolen, the resident shall report the loss to the Property Manager along with the date of the loss. The Property Manager will deactivate the lost fob to avoid any unauthorized use. Upon request of the resident, a new key fob will be issued, recorded and activated when the resident signs for the new fob. The Unit Owner's account will be charged $50.00 for each replacement fob.

SIGNS/BANNERS

A security system sign may be placed in mulched areas near a Unit's front and/or rear entrances, and a security system decal may be placed in a window.

One professionally prepared, unlit "For Sale" sign no larger than nine square feet (3 feet by 3 feet) in size may be placed on the Limited Common Element in front of the Unit.
Signs providing directions to an "Open House" are permitted on the Common Elements before and on the day of the open house, and are to be removed at the end of the open house.

No other signs, posters or banners are permitted.

SNOW REMOVAL/DE-ICING

A contractor, engaged by the Association, will remove snow from community streets, driveways and driveway entrances when a depth of two (2) or more inches occurs. Icy conditions will be treated at the discretion of the Board.

Snow also will be removed from the front door to the driveways. For all other areas and/or sidewalks, residents are responsible for removal of snow.

The use of salt on concrete porches, walks and patios is prohibited. Calcium chloride or other nondestructive de-icing agents is to be used on any concrete surface.

SPEED LIMITS

The speed limit of all vehicles on streets within Regency at Highland Lakes is restricted to 15 MPH and is so posted.

WINDCHIMES

Wind chimes are allowed only on front porches or at the rear of a Unit. Before hanging windchimes, neighbors in adjacent Units are to be consulted to ensure the sound of the chimes will not be disturbing.

WINDOW COVERINGS

All window coverings must be white or of a neutral color on the sides visible from the street.

COMPLIANCE

VIOLATIONS AND COMPLAINTS

The Board may exercise all remedies available to it against any Unit Owner or occupant who is in violation of the Declaration and Bylaws or these Rules and Regulations. The Board also may suspend the voting privileges and the use of recreational facilities of any Owner for a period not to exceed 60 days for each violation of these Rules and Regulations or provisions of the Declaration and Bylaws (including any amendments).

A property management company representative will tour the community at the request of the Board but no less than quarterly to identify violations of the Association's established standards. In addition, an Association Member who believes that a Unit Owner is not properly complying with established rules may submit a written complaint to the property management company.

All such complaints will be kept confidential except as required in a court of law if necessary.

The property management company will bring any violations it has noted and any complaints received from residents to the attention of the Board.

HEARINGS

Before any enforcement assessments (fines) are assessed to a Unit Owner, the following procedure will be followed:

1. A written notice will be sent to the Unit Owner and the written notice will contain: a description of the violation or damage to the property, the proposed amount of the enforcement assessment, a statement that the Owner has a right to a hearing with the Board, a statement telling the Owner how to request a hearing, and if the violation can be cured, a reasonable date the Owner must cure the violation.
2. To request a hearing, a Unit Owner must deliver written notice to the Board requesting a hearing, not later than 10 days after receiving the written notice. If the Unit Owner does not timely request a hearing in writing, the Unit Owner has waived any right to a hearing, and the Board may immediately impose the enforcement assessment.
3. If a Unit Owner requests a hearing (in writing within the 10 days from receipt of the notice) the Board will provide the Unit Owner with written notice of the date, time, and location of the hearing no less than 7 days before the hearing date and the Board will not impose the enforcement assessment on the Owner's account until after the hearing is held.
4. The Board has no obligation to reschedule a hearing if a Unit Owner requests a

hearing and does not appear at the scheduled hearing. The Board reserves the right to levy the enforcement assessment against the Unit Owner and not reschedule the hearing if the Board decides to do so.

5. The Board, if a hearing is held, will notify the Unit Owner in writing within 30 days from the hearing date of the Board's decision regarding the enforcement assessment and violation.
6. Any written notice pertaining to this section will include personal delivery, certified mail, return receipt requested, regular mail, or valid E-mail notifications.

SCHEDULE OF ENFORCEMENT ASSESSMENTS

Unless otherwise stated within these rules, the Board will impose enforcement assessment(s) per the following schedule if a violation is not cured within the time frame requested by the Board or cannot be cured:

First Notice – a Warning Letter only with no Enforcement Assessment
Second Notice – a $50.00 Enforcement Assessment
Third Notice – a $100.00 Enforcement Assessment
Fourth Notice – a $200.00 Enforcement Assessment

In addition to enforcement assessments, the Board may suspend access to recreational facilities at any time during the enforcement process.

If the violation continues after the Fourth Notice, the Board may seek legal action against the Unit Owner to enforce compliance. If the violation is a health and safety issue for the Unit Owner or other residents in the Community, the Board may seek immediate compliance.

If there are multiple violations for the same Unit, the above schedule may be used for each violation.

FAIR HOUSING

The Board will grant requests for reasonable modifications to the Condominium Property or reasonable accommodations to the Rules and Regulations or provisions of the Declaration and Bylaws (including amendments) based on a resident's request for such an accommodation pursuant to the Fair Housing Act.

Applicants are encouraged to complete the Association's form to formally request a reasonable accommodation or reasonable modification. (See Request Form for Reasonable Accommodation or Modification.) Applicants are also encouraged to use the Association's form for certification if additional information from your physician or health care professional

regarding your request is requested by the Board. (See Form for Certification of Need for a Reasonable Accommodation/Modification.) Using the forms will assist everyone involved with efficiently processing a request and providing a prompt response to the Applicant.

The request form and all other forms are to be returned via U.S. Mail or valid email to the property manager.

The Board has adopted the following policy and procedure for processing a resident's request for a reasonable accommodation or reasonable modification. If you have any questions or concerns about these procedures, please do not hesitate to contact the property manager directly.

1. The Board will review the request to determine if the documentation that has been provided from the Applicant is sufficient to approve the request. The Board may contact the Applicant to ask additional questions if necessary. The Board may require the Applicant to provide verification of the need for the request and a certification from a health care professional familiar with the Applicant's disability (treating physician or health care professional). It is the Applicant's responsibility to send all forms to his or her physician or health care professional as requested.

2. Timelines for Reasonable Accommodation Requests: Reasonable accommodation requests are processed as soon as possible.

3. The Association has no control over the length of time it takes for a health care professional to return the necessary verification and certification documents. Any verification or certification for an Applicant must be dated within six (6) months of the request or the Board has the right to request an updated verification or certification regarding any request.

4. Timelines for Reasonable Modification Requests: Reasonable modification requests are processed as soon as possible. If the Applicant is requesting an exterior modification to the dwelling, a drawing and specifications showing the dimensions and location of the modification must be included with the modification request. If the Applicant is requesting a modification to the common elements only (such as a parking area), a basic drawing showing the general location only is necessary. The decision regarding a modification will also contain information as to whether the Applicant or Association will pay for the requested modification.

5. If the request is approved, the Board of Directors will provide notification of the approval in writing to the Applicant. If the request is denied, the Board of Directors will provide notification of such denial in writing to the Applicant with the reasons for the denial.

6. The Applicant has the right to appeal a denial by requesting a hearing with the Board of Directors, in writing, no later than ten (10) days after receiving written notification of the denial. Within seven (7) days from the date of the request for a hearing, the Board of Directors will provide the Applicant with written notice of the time, place, and location of the hearing. The Applicant may provide any additional information he or she feels necessary at the hearing. The Board of Directors will provide the Applicant with written notification that the Board has either affirmed or overruled its decision of a denial.

7. All communications, including any discussions with the applicant, shall remain confidential, and any documents obtained in relation to the applicant's request shall remain confidential and not

open to the public for inspection.

8. Any Director that has a conflict of interest will recuse himself or herself and the remaining members of the Board shall make the decision as to the Applicant's request.

DOCUMENT INSPECTION POLICY

1. A Unit Owner requesting to inspect the Association's books and records must submit the request to the Association's Property Manager ("Manager") in writing and at least five (5) business days prior to the desired date of inspection. The request for inspection shall include all of the following: (1) the purpose for the inspection; (2) a statement agreeing not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection; (3) the type of documents and dates/months to be inspected; and (4) if the Unit Owner wants copies of certain documents prepared for the inspection, the type and dates/months of documents to be copied.

2. A Unit Owner may assign a representative (e.g., an attorney, accountant, or other individual providing a professional service for the Unit Owner) to inspect the Association's records on his, her, or its behalf, but the Unit Owner must provide written notice of the assignment to the Manager prior to the inspection, which shall include the following: (1) name, business telephone number, and business e-mail address of the representative; and (2) relationship to the Unit Owner (e.g., attorney, accountant, or other professional service provider). The designated representative will be subject to this Document Inspection Policy, as well as all of the other governing documents for the Regency at Highland Lakes Condominium, while acting on behalf of the Unit Owner.

3. The Association's Property Management Company ("Management Company") or Manager may only keep specific documents for definite periods of time. A unit owner will not be able to inspect or copy documents that are no longer kept on record with Management Company or Manager.

4. The Association's records will only be available for inspection during the Manager's normal business hours, which, at the time of adoption of this Document Inspection Policy, are 9:00 a.m. EST to 5:00 p.m. EST. Unless otherwise agreed to by the Board of Directors of the Association, records may only be inspected Monday through Friday.

5. All original copies of the Association's records will not be permitted to leave the presence of the Manager. Accordingly, the Manager must copy any document that the Unit Owner would like to take from the Manager. The Unit Owner

requesting copies of Association records will be charged a reasonable copy fee of $.10 for each page of any document copied for the Unit Owner.

6. In addition to $.10 per page for copies of Association records, Unit Owners will also be required to pay $50.00 per hour for the administrative costs of the Manager for gathering the requested documents. This cost is the actual cost charged by the Manager to the Association in response to document inspection and copying requests, and this cost will be passed on to the Unit Owner for whom this cost was incurred.

7. After accumulating all documents related to a Unit Owner's request, the Manager will calculate the copying fees and administrative costs associated with the request for inspection and submit an invoice for those fees to the requesting Unit Owner. The Unit Owner must remit payment for the invoice before the Management Company is authorized to release the copies of the requested records to the Unit Owner.

8. The following records of the Association will be available for inspection:
    a. The Association's accounting records showing the collection of common assessments paid by the Association's members;
    b. The Association's accounting records that specify the receipts and expenditures relating to the Condominium's Common Elements and other common receipts and expenditures, which records include monthly, yearly, and year-to-date income and expense reports and balance sheets.
    c. Monthly bank statements for all accounts held in the Association's name, with the account numbers redacted;
    d. Records showing the allocation, distribution, and collection of the common profits, losses, and expenses among the Condominium's Unit Owners;
    e. Annual budgets adopted by the Association;
    f. The names and addresses of the Unit Owners and their respective undivided interests in the common elements;
    g. The Declaration of Condominium, all amendments to the Declaration, the Bylaws, the Association's Articles of Incorporation, and the Association's Rules and Regulations;
    h. The declarations pages or Acord Certificates for all of the Association's insurance policies;
    i. Reserve studies; and
    j. The Association's meeting minutes for all annual and special meetings of the members of the Association, as well as all Board-approved minutes from any regular Board meeting (except confidential information will be redacted as needed).
9. The following records of the Association will **not** be available for inspection,

unless specifically approved by the Board:

a. Minutes for Board executive session meetings;
b. Information related to Condominium property-related personnel matters, including, but not limited to, time sheets, rate of pay, job applications, and performance reviews;
c. Any agreements or communication with the Association's legal counsel; the Association's attorney's work product pertaining to potential, threatened, past, or pending litigation; communications and opinions from or to the Association's counsel regarding other Association and Condominium property-related matters; and communications to, from, or between the Association's counsel, Board, or Manager.
d. Any documents or reports prepared by the Board or at the Board's request for potential, threatened, past, or pending litigation;
e. Information that pertains to transactions currently under negotiation, including, but not limited to, unaccepted bids and quotes from prospective contractors or other services providers;
f. Information that pertains to contracts or other agreements containing confidentiality requirements and that are subject to those requirements;
g. Contracts with contractors, service providers, or professionals hired by the Association;
h. Information that relates to the enforcement of the Declaration and its amendments, the Bylaws, the Association's Rules and Regulations, and any other governing document of the Association, including enforcement and collection letters, notices, hearing notes and minutes, decisions, specific identification of Unit Owners delinquent in the payment of their assessments to the Association, or any other information related to enforcement of the Association's governing documents;
i. Information and documents regarding insurance claims unrelated to the requesting Unit Owner;
j. The telephone numbers or e-mail addresses of the Association's Unit Owners on file with the Management Company; or
k. Any information the Association is prohibited to disclose pursuant to federal, state, or local law.

10. The Board reserves the right to deny inspection of any documents within the Association records until such time as the Unit Owner provides a "reasonable and proper purpose" for inspection and copying of such documents, as deemed appropriate by the Board

of Directors on

_____, 2023

Joseph Dittmar, Sr. _____

John J Duffy _____

John Frank _____

FORMS

- Exterior Modification Application (1 page)
- Request Form for Reasonable Accommodation or Modification (2 pages)
- Form for Certification of Need for a Reasonable Accommodation/Modification (3 pages)

Regency at Highland Lakes Condominium Association Exterior Modification Application

Name: _____ Date submitted: _____

Address: _____ Telephone: _____

Modification Issue: ☐ Landscaping ☐ Deck ☐ Patio ☐ Satellite Dish

☐ Other Structure (provide details) _____

Description of Modification: _____

_____

_____

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

Materials and colors: _____

Landscaping materials: _____

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

1. The specifications submitted and as approved by the Board of Directors.
2. Repair of any damage to the common grounds or other condominium units.

_____
Applicant Signature

Modification to begin approximately on _____ to be completed by _____

Landscape and Grounds Committee does/does not recommend this modification for approval.

Board of Directors ☐ Approves ☐ Disapproves

REQUEST FORM FOR REASONABLE ACCOMMODATION OR MODIFICATION
(Page 1 of 2)

You are encouraged to use this form in requesting a reasonable accommodation or reasonable modification. Using this form will assist the Board of Directors in understanding the nature of your request, the need for your request, and to process your request in a timely and efficient manner.

We will provide you with a written response within 14 business days from the date you submit this form (unless additional information is needed or unless you agree to a longer time). We will let you know if we need more information from you, verification from a health care professional, or if we would like to talk with you further about other ways to meet your needs. If we deny you request, we will explain the reasons for the denial in writing.

If your request is denied, you will have the opportunity to appeal the decision. A copy of the *Procedures For Requesting a Reasonable Accommodation and Modification* has been provided with this request form.

All information you provide will be kept confidential and be used only to process your request.

1. Applicant's Name:_____
   Address: _____
   Phone: _____

2. The Fair Housing Act defines a "person with a disability" as: 1) individuals with a physical or mental impairment that substantially limits one or more major life activities; 2) individuals who are regarded as having such impairment; and 3) individuals with a record of such impairment.
   _____Yes, I have a disability which meets the above definition
   _____No, I do not have a disability which meets the above definition

3. If yes to #2 above, please state the nature of the functional impairment(s) that substantially limits one or more major life activities:
   _____
   _____

4. Please describe the reasonable accommodation or reasonable modification that is being requested:
   _____
   _____
   _____
   _____

5. Please describe how the disability is related to the requested accommodation or modification:
   _____
   _____
   _____
   _____

REQUEST FORM FOR REASONABLE ACCOMMODATION OR MODIFICATION
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You MAY be asked to allow us to verify the need for this accommodation or modification. If so, the information we obtain will be kept completely confidential and used solely to determine whether the requested accommodation or modification is necessary.

6. If you have additional information you would like to provide regarding the requested reasonable accommodation or reasonable modification, please use this page or attach it to this form.

FORM FOR CERTIFICATION OF NEED FOR A REASONABLE ACCOMMODATION/MODIFICATION
(Page 1 of 3)

Name of Association: _____

RESIDENT or APPLICANT NAME: _____
ADDRESS: _____
_____

1. My name, address, and business telephone number are as follows (information of qualified professional who is completing this form): _____
_____
_____

2. I am a duly licensed physician or medical professional in the State of Ohio and my license number is: _____

3. I am certified in the following medical specialty(ies), if any: _____

4. Please specify the approximate amount of time that you have been treating _____.
_____

Please complete the following information as it applies to the above named resident or applicant:

The Fair Housing Act defines a "person with a disability" to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such impairment.

5. I am familiar with the resident or applicant's history and with the functional limitations imposed by his/her disability.
___YES ___NO

6. In my considered professional opinion, the resident or applicant meets the definition of a person with a disability under the Fair Housing Act.
___YES ___NO

7. If you have answered YES to Numbers 5 and 6 above, please describe the nature of the resident's or applicant's disability and for approximately how long the resident/applicant has been impaired by said disability.
_____
_____
_____
_____

FORM FOR CERTIFICATION OF NEED FOR A REASONABLE ACCOMMODATION/MODIFICATION
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8. Please describe how the resident/applicant's disability substantially limits one or more major life activities.

_____
_____
_____

9. Please describe the needed accommodation.

_____
_____
_____

10. Please describe and show the relationship between the resident's/applicant's disability and the need for the requested accommodation.

_____
_____
_____
_____
_____
_____

11. Are there any other alternative methods, procedures, medications, etc. that you can suggest to address this matter?

_____
_____
_____
_____

12. I understand that this information is solely for the use of the above-named Association in evaluating a request for accommodation made by the resident/applicant, that it will be kept confidential and will be provided only to authorized representatives of the above-named Association who periodically may need to verify and re-validate that this information is still correct and/or a tribunal of competent jurisdiction should a dispute arise in regards to this request and a complaint is filed by the resident or applicant against the Association in regard hereto.

FORM FOR CERTIFICATION OF NEED FOR A REASONABLE ACCOMMODATION/MODIFICATION
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Please initial/check the applicable statement(s) below:

I **do not** believe the resident/applicant requires a change to the rules, regulations, policies, and/or procedures as a result of his/her disability to have an equal housing opportunity [___]

I **verify** that the above request for a change to the rules, regulations, policies, and/or procedures is necessary for the above named person, as a result of his/her disability, to have an equal housing opportunity. [_____]

I **cannot verify** that the above request for a change to the rules, regulations, policies, and/or procedures are necessary for the above named person, as a result of his/her disability, to have an equal housing opportunity. [__]

[Please feel free to attach another page(s) to supplement any responses above]

Signature: _____

Date: _____

Title of Physician or Medical Professional: _____

_____