SUNBURY MILLS CONDOMINIUM ASSOCIATION

COMMUNITY GUIDELINES HANDBOOK

Revised 10/01/2021

This Handbook has been prepared to provide a ready reference of general information about the Sunbury Mills Condominium Association rules and the responsibilities of the Association and the Unit Owners. This is not a substitute for the Declarations and Bylaws.

In the event of a conflict between this handbook and the Declarations, the Declarations is the controlling document. In the event of a conflict between the Association Declarations and Bylaws with State of Ohio condominium statutes, State of Ohio condominium law is the controlling document. Questions about the Association and its activities, or an interpretation of the rules, should be directed to the Board of Directors via Onyx Realty, property manager for the Sunbury Mills Condominium Association.

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I. GENERAL INFORMATION

INTRODUCTION

By law, all condominium communities must have an Association of its owners to provide the services necessary for safety, general property maintenance, and long-term obligations of the community. At the Annual Association Meeting, the Association elects a Board of Directors, which consists of six Sunbury Mills condominium owners. The Board has been delegated, in the Bylaws, the responsibility for operation and management of the Association's affairs and establishing and enforcing rules for the welfare and harmony of all residents as well as for the protection of the community.

The Board meets as necessary (no less than quarterly) to review the Association's finances and operations. Any Unit Owner is welcome to attend a scheduled Board meeting, and may be on the agenda by contacting the property manager two weeks before the meeting. You may call the property manager to find out the time and place of the next Board meeting. Meeting minutes and financials are available to all owners only after formal acceptance by the Board of Directors.

The Board is responsible for hiring an outside management company to assist in assuring these rules and regulations are properly addressed and fulfilled. The Managing Agent for Sunbury Mills Condominium Association is Onyx Realty and the Property Managers are Doug Davis and Chris Davis.

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

Bylaws

Every Unit Owner should have received a set of the condominium Declaration and Bylaws at the closing of their unit. In its pages are rules and regulations, which govern the Association. You should acquaint yourself with the Declaration and Bylaws. If you do not have a copy, a copy can be obtained from the management company. These rules and regulations are incorporated by reference as part of the condominium bylaws.

Purpose of Rules and Regulations

The purpose of the rules and regulations of the Sunbury Mills Condominium Association is to establish rules that will allow the community to live within the best environment possible for all. The rules are established pursuant to, and are an extension of, the Association's Declaration and Bylaws. It is the duty of each association owner and resident to become knowledgeable of these rules and regulations and to observe them.

Modification of Rules and Regulations

The rules and regulations may be amended or modified from time to time, as conditions change, by the Board of Directors.

IMPORTANT TELEPHONE NUMBERS

PROPERTY MANAGEMENT COMPANY	
Onyx Realty	Telephone: (614) 856-3770
Doug Davis, Chris Davis	After-hours emergency: (614) 856-3770
1500 Brice Road	Fax: (614) 525-7281
Reynoldsburg, Ohio 43068	Email: DDavis@onyxrealty.net and chris@onyxrealty.net

Sunbury Police Department (Non-Emergency)	(740) 965-1411
BST&G Fire Department (Non-Emergency)	(740) 965-3841
American Association of Poison Control	(800) 222-1212
Delaware County Sheriff Department	(740) 833-2810
Village of Sunbury	(740) 965-2684
Columbia Gas	(800) 344-4077
~ Gas Odor Emergency	(800) 344-4077
Nationwide Energy Partners*	(614) 918-2031
	(877) 818-2637
(Electrical Services "2nd Contact" AEP)	(800) 277-2177
(Water Services "2nd Contact" Delco)	(740) 548-7746
Doug "The Junkman"	(419) 560-7030

****PLEASE NOTE**: Here at the Sunbury Mills Condominiums, our electric and our water are both provided by Nationwide Energy Partners.

2021 ~ 2022 BOARD OF DIRECTORS

Director	Nicole Ridley	Term expires 2022
Director	Carmenza Gutierrez	Term expires 2022
Director	Tim Winner	Term expires 2023
Director	Janet Jones	Term expires 2023
Director	Missy Schooley	Term expires 2024
Director	Cindy Reynolds	Term expires 2024

II. FINANCIAL MATTERS

HOA FEES

When you bought your home in an HOA you became part of a Common Interest Community. As a result, you're required to share the costs of maintaining and operating your community's common areas. These services are covered by your homeowners' association (HOA) fees, which each unit owner must pay. In the Sunbury Mills Condominium Association, your HOA payments are to be paid monthly. To get an idea of what your HOA fees may cover, please refer to the overview below.

Ongoing maintenance and repairs to common areas. This includes lawn care and landscaping; pond care; snow removal; trash removal; sewage; street lighting; cleaning, painting and upkeep of exteriors and common areas; and repairs of roofs, interior roads, pipes, etc. due to age, weather conditions or other damage.

Insurance policies. Your association must purchase a master insurance policy to protect your community's building structures, exteriors, and community property against damage, plus other riders and add-ons as required by your community's location, property type and other needs. Remember, however, this insurance does not replace the need to carry your own homeowner's insurance policy.

Reserve funds. Fiscally sound HOAs allocate a portion of their dues to a special long-term reserve account to cover planned and budgeted renovations or repairs that do not occur on a regular basis, like repairing roofs or repaving roads. If the reserve fund is not large enough to cover these expenses, your homeowners' association will levy a special assessment to make up the difference ~ an additional fee you must pay.

Contingency funds. This money is automatically set aside each month to cover unforeseen community expenses and emergencies.

Professional property management. To ensure their community's ongoing operations and financial stability, homeowners associations enlist the services of professional community association management companies ~ and their fees are covered by HOA dues. A professional community management company will effectively implement the policies set by the Board and provide full-service management services that add value and enhance residents' lifestyles.

METHODS OF PAYMENT

Association fees of $210/month are payable to Sunbury Mills Condominium Association on the first of each month. Any payment received after the 10th will result in a $25 late fee. HOA payments to Sunbury Mills Condominium Association can be done in multiple ways.

1. Mail a check ~ Mail a check to Sunbury Mills Condominium Association at:
   Sunbury Mills Condominium Association
   c/o Onyx Realty
   1500 Brice Road
   Reynoldsburg, Ohio 43068

**Please allow 5-7 business days for mailing and processing.

2. Drop off a check or money order ~ A check or money order can be dropped off at Onyx Realty's office. Office hours are Monday – Friday; 10am – 4pm. There is also a mail slot located on the door. Their office is located at:

Onyx Realty
1500 Brice Road
Reynoldsburg, Ohio 43068

**Please allow 3-5 business days processing.

3. Setting up the online bill pay service at your bank:

Sunbury Mills Condominium Association
c/o Onyx Realty
1500 Brice Road
Reynoldsburg, Ohio 43068

**Use your condo address as your account number. Please check with your bank for possible fees associated with this bank-provided service. Please keep in mind, however, that while this is listed as "Online Bill Pay," many banks mail a paper check. Therefore, please allow 5-7 business days for mailing and processing.

4. Log In to your Owners Portal ~ All homeowners have access to an owner's portal with Sunbury Mills Condominium Association and Onyx Realty. The portal allows the following payment options:

a. One-time payments using a bank account, debit card, or credit card
b. Auto-pay using a bank account, debit card, or credit card

**PLEASE BE ADVISED THAT THERE IS NO FEE WHEN USING A BANK ACCOUNT. THERE IS, HOWEVER, A PROCESSING FEE WHEN USING A DEBIT OR CREDIT CARD.

****PLEASE NOTE:** If you need assistance getting your portal set up, please contact Onyx Realty. All you need to set up an account is an email address.

LATE/LEGAL FEES

All legal fees incurred by the Association regarding violations of the Association's rules will be the owner's responsibility and added to the owner's unit account.

Homeowners having difficulty making payments and fees are encouraged to contact Onyx Realty.

Collection Policy

The following collection policy is hereby adopted by the Board of Directors (herein after referred to as "Board") on this 26 day of June, 2017.

1. Monthly assessments are due on the first (1^{st}) of each month. Monthly assessments are considered late if not received on or before the 10^{th} day of the month.

2. An administrative late fee of $25.00 per month shall be assessed for any late payment or any unpaid assessment due the association.

3. The association's attorney shall send a demand letter to any owner who is more than (sixty) 60 days in arrears, with the costs 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 that is delinquent more than ninety (90) days. The association's attorney shall file a lien release upon full payment of any past due balance owed 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, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balance 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 assessments and related charges by more than one hundred twenty (120) days, 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 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 direction of the Board, the association's attorney shall file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division).

9. This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

VIOLATION ASSESSMENTS

Violation assessments against owners and renters for violations of the Bylaws, Declarations, or Association rules will be assessed against the unit owner. Responsibility for information regarding rules for living at the Sunbury Mills Condominium Association lies with each unit owner. Off-site owners should make all Sunbury Mills Condominium Association policies clear to their tenants.

VIOLATION ASSESSMENT POLICY

In the event that policies are violated, an owner risks receiving a violation assessment. The violation assessments process is:

- 1st letter ~ warning
- 2nd letter ~ $50.00 violation assessment OR Board's discretion
- 3rd letter ~ $100.00 violation assessment OR Board's discretion

If the issue is not resolved after the 3rd letter, the Association will correct the violation and assess the cost of the correction to the owner's account. Violation assessments assessed to an owner's account are due within 14 days of being assessed. The Board hopes that violation assessments will not be necessary and

requests that all owners and residents be courteous to each other and abide by the Community Guidelines Handbook.

APPEAL PROCESS

An owner who receives a violation assessment letter has the right to request a hearing with the Board of Directors. In compliance with Ohio condominium law, the owner must deliver written notice to the Board of Directors via the management company no later than 10 days after receiving the violation assessment letter.

> **Ohio Revised Code, Chapter 5311.081, Division C:**
> (C)(1) Prior to imposing a charge for damages or an enforcement assessment pursuant to division (B)(12) of this section, the board of directors shall give the unit owner a written notice that includes all of 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 owner has a right to a hearing before the board of directors to contest the proposed change or assessment;
> (d) A statement setting forth the procedures to request a hearing pursuant to division (C) (2) of this section;
> (e) A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.
> (2) (a) To request a hearing, the owner shall deliver a written notice to the board of directors not later than the tenth day after receiving the notice required by division (C) (1) of this section. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment pursuant to division (c) of this section.
> (b) If a unit owner requests a hearing, at least seven days prior to the hearing the Board of Directors shall provide the unit owner with a written notice that includes the date, time, and location of the hearing.
> (3) The Board of Directors shall not levy a charge or assessment before holding any hearing requested pursuant to division (C) (2) of this section.
> (4) The unit owners, through the Board of Directors, may allow a reasonable time to cure a violation described in division (B) (12) of this section before imposing a charge or assessment.
> (5) Within thirty days following a hearing at which the Board of Directors imposes a charge or assessment, the unit owner's association shall deliver a written notice of the charge or assessment to the unit owner.
> (6) Any written notice that division (C) of this section requires shall be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

The complete text of Ohio Revised Code, Title LIII – Real Property, Chapter 5311 can be found online at: codes.ohio.gov/orc/5311.

RETURNED CHECKS (NSF)

Any check and/or ACH payment returned for non-sufficient funds (NSF) will be:

1. Charged back to the individual account.
2. A handling fee in the amount of the association's current financial institution fee for NSF checks/payments will be payable to Sunbury Mills Condominium Association and will be charged to the unit owner's account.
3. Checks will be held until a Money Order or Cashier's Check has been received as replacement.

III. UNIT, COMMON, AND LIMITED COMMON AREAS

The following restrictions will be enforced and violators will be penalized as noted above in the "Violation Assessment Policy."

Nothing shall be done in any Unit, or to the Common or Limited Common Areas, which may impair the structural integrity of the Unit, Common Areas, or Limited Common Areas.

UNIT DESCRIPTION

"Unit" refers to a single, individually owned condominium in a multi-unit building. Everything inside of the Unit is the sole responsibility of the unit owner to maintain, repair, or replace. Typically, unit owners are responsible for everything visible inside of their units, including interior walls, floors, ceilings, windows, doors, permanent fixtures (such as cabinets, sinks, bathtubs, showers, etc.), pipes and plumbing, electric, and air conditioning systems ~ virtually everything the eye can see. If there is damage to any of these items, it is the responsibility of the unit owner to remedy the problem. Outside those limits, the structure and grounds are the responsibility and ownership of the Association.

COMMON AREAS DESCRIPTION (Declarations, Article VI, § 1**):**

"All of the common Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as part of a Unit, are Common Area."

No Common Area (such as front porch/steps and front yards) can be used to store, house, or maintain any items other than pre-approved banners, flags, flower pots, and decorations. No grills, patio furniture, bicycles, skate boards, toys, tools, ladders, brooms, shovels, etc. are allowed in any Common Area.

LIMITED COMMON AREAS DESCRIPTION (Declarations, Article VI, § 2)**:**

"Those portions of the Common Areas that are labeled or designated "Limited Common Areas" on the Drawings are Limited Common Areas. In the case of each Unit, those Limited Common Areas consist of two parking spaces in a garage building behind the unit and two parking spaces immediately in front of the opening to the garage space, front porch areas and rear garden areas, which garden areas may also include air conditioning units. Each such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit it is described, designed or designated to serve."

No Limited Common Area (such as patios and back decks) can be used to store, house, or maintain any items other than pre-approved outdoor patio furniture and grills. No bicycles, skateboards, toys, tools, ladders, brooms, etc., are allowed in any Limited Common Areas. Units with an elevated deck may request to install a deck skirt which will allow use of the space under those elevated decks for additional limited item storage.

COMMON AREA WATER USAGE

Please be aware that water spigots located on the outside of Association buildings (not including those located within a unit's patio area) are not intended solely for the personal use of owners. From time to time, needs arise for the Association to access water for construction or landscaping work. The Association has the right to obtain water from any exterior spigot. If this should occur, the unit the spigot is associated with will be notified. It is then the responsibility of that unit owner to note any significant increase in water usage by comparing that use period with the previous period of use. The unit owner should then present the management company with a reimbursement request. Copies of current and previous water bills must also be provided.

IV. PARKING REGULATIONS

DESIGNATED PARKING AREAS

1. Regarding Units with two-car garages, Article VI, Section 2 of the condo declaration provides for four parking spaces which would be limited common elements assigned to each Unit. Those four spaces are located as follows: a) two in the garage behind the Unit, and b) two in the "driveway" or parking area immediately in front of the garage which is behind the Unit. Those four spaces would be assigned to each Unit as limited common element parking. This applies to the following twenty-five Units with two-car garages:

- 411, 413, 415, 417, 419, 421, 425, 427, 429, 431, 433, 435 and 437 South Miller Drive
- 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196 and 198 Waring Drive

2. Regarding Units with one-car garages, this same principle would logically provide for two parking spaces that would be limited common elements assigned to each Unit. Those two spaces are located as follows: a) one in the garage behind the Unit, and b) one in the "driveway" or parking area immediately in front of the garage which is behind the Unit. Those two spaces could be assigned to each Unit as limited common element parking. This applies to the following sixteen Units with one-car garages:

- 175, 177, 179 and 181 Waring Drive
- 239, 241, 243, 245, 247 and 249 Millpond Road
- 315, 317, 319, 321, 323 and 325 Southworth Drive

3. All other parking, aside from what is described in #1 and #2 above, would be common area parking which cannot be assigned to a Unit unless that Unit is requesting a handicapped space. The Fair Housing Act would dictate that if a Unit owner or resident is requesting a handicapped parking space assigned to them, that person is assigned a handicapped parking space because Fair Housing Act laws will trump Ohio state condo law. In all other instances, common area parking cannot be assigned as limited common element parking without 100% of the owners' approval and an amendment designating the parking as

limited common element parking (with a drawing and exhibit) which shows such assigned parking.`

4. The declaration (Article III, section f) and 5311.081(B)(4) and (B)(5) would allow the Board to make rules and regulations about the common area parking. One alternative the Board would have is to make a rule that states that, while parking remains common area parking, homeowners could be asked to use an honor system where spaces are marked for specific Units. While the Board would be limited in enforcement remedies such as towing or fines, the Board could mark the spaces and inform owners this is where your "reserved" parking area is. This can only be done with the understanding that they (the Board) do not have enforcement ability ~ the owners are to respect and follow these rules on their own. If someone parks in someone else's spot (other than a handicapped parking space) the Board will have to leave it up to the owners to work things out as those spaces cannot be changed from common element parking to limited common element parking without going into the steps described in #3 above.

Parking Policy

The following parking policy is hereby adopted by the Board of Directors (herein after referred to as "Board") on this 17th day of August, 2017.

1. While parking remains common area parking, two "reserved" parking spaces will be marked for the following fifty-seven Units:
    - 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 240, 242 and 244 Millpond Road
    - 301, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 316 and 318 Southworth Drive

2. While parking remains common area parking, one "reserved" parking space will be marked for the following sixteen Units:
    - 175, 177, 179 and 181 Waring Drive
    - 239, 241, 243, 245, 247 and 249 Millpond Road
    - 315, 317, 319, 321, 323 and 325 Southworth Drive

3. The Board is enacting this parking policy and marking these "reserved" parking spaces for the convenience of the Association and homeowners. The Board will not enforce these "reserved" parking spaces with towing. Instead, the Board is asking all homeowners to adhere to an honor system. Please respect your neighbors by not parking in any "reserved" parking spaces other than those spaces specifically marked for your individual unit.

4. Parking at Sunbury Mills is strictly for homeowners, however, there are undesignated parking spots throughout the common area in which guests may park. If these are all unavailable, guests must park on Heartland Meadows Drive unless a homeowner chooses to move his/her vehicle onto Heartland Meadows Drive, thus allowing his/her guest to park in his/her "reserved" spot.

   ****PLEASE NOTE:** Guest parking spaces are for the use of visitors only. If a homeowner has more than two vehicles, their additional vehicles must be parked on Heartland Meadows.

5. All homeowners and guests must park **between the lines** of an individual parking space. Homeowners parking directly on a line and not leaving ample space for a vehicle to park next to it may be fined $25 per occurrence at the discretion of the Board.

6. This parking policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the parking policy and provides due notice to the homeowners.

COMMERCIAL OR RECREATIONAL VEHICLES

Except as otherwise expressly provided by the Community Guidelines Handbook, no commercial vehicle, boat, trailer, camper or recreational vehicle, shall be parked on any roadway, parking area or unpaved area of the Condominium Property. Nothing contained in this Section shall be construed to prohibit the infrequent parking for periods of time that are reasonable under the circumstances of:

1. An emergency vehicle (fire, police, etc.)
2. A vehicle operated by a person providing repairs, maintenance or other services, to a unit or to any part of the Common Areas, to a Unit Owner, to a Tenant or to the Association, or for similar non-social purposes. This vehicle must be parked in a designated parking area. (See above section regarding Designated Parking Areas.)
3. A trailer, camper or other vehicle for the purpose of loading or unloading the same (36 hour limited within a seven-day period). This vehicle must be parked in a designated parking area. (See above section regarding Designated Parking Areas.)

NON-OPERATIONAL VEHICLES/REPAIRS

No vehicle shall be parked on any roadway, parking area, or other paved area of the Condominium Property in a non-operable condition for more than 24 hours.

No repairs shall be performed on any vehicle on any roadway, parking area, or other paved area of the Condominium Property; except for repairs requiring only a brief time, not to exceed 24 hours. These repairs should not result in noise or other nuisance that would be unreasonably disturbing to another person and shall not prevent the passage of another vehicle or cause damage to the blacktop area.

STORAGE ~ UNSIGHTLY CONDITION

No vehicle shall be parked or stored on any roadway, parking area, or other paved area of the Condominium Property that is in a condition that is deemed a nuisance by the Board of Directors. Further, no vehicle shall be parked or stored on any roadway, parking area, or other paved areas of the Condominium Property that is covered, in whole or in part, by a canvas, plastic, or other protective covering. Nor shall any parts of vehicles (i.e. tires, truck cabs, etc.) be stored anywhere on the outside perimeters of the units or common areas.

REGISTRATION REQUIRED

No vehicle that is not validly registered for operation on Ohio roads and highways shall be parked or stored on any roadway, parking area, or other area of the Condominium Property.

V. NOISE VIOLATIONS

Please remember to be courteous to your neighbors and keep music, TV, conversation, and animal noise ~ both in and outside the units ~ to a reasonable level. If a noise incident requires immediate attention, please contact the local authority's non-emergency number.

VI. PET POLICY

The following rules regarding pets will be enforced:

1. Please refer to Sunbury Ordinance 2018-15: An Ordinance amending the Cruelty to Companion Animals section of the Sunbury Codified Ordinances (Section 505.071) to include tethering restrictions was passed by the Village of Sunbury in August of 2018. A copy of this ordinance can be found on the last page of this guidebook. All homeowners must adhere to these guidelines.
2. No dog can roam unleashed on the common areas of the Association. Common areas include any green space immediately in front, behind, and between units; as well as all open green areas around the community.
3. Pet owners are responsible for immediately cleaning up pet waste on the Association's property.
4. Pet owners are responsible for disposing of pet waste in appropriate trash receptacles. There are currently four community Pet Waste Stations on our property. A unit owner may also have an outside pet waste receptacle in front of his/her unit if it is covered and emptied frequently.
5. Pet waste found in the Association's common or limited common areas that results from excessive animal waste attributed to an individual unit owner's pet may be removed by the Association if necessary. All costs related to the removal of pet waste will be assessed to that owner's account.
6. Pet owners are not permitted to use sewers for the disposal of droppings or cat litter.
7. No pet can enter any body of water on the Association's property.
8. While we discourage allowing cats to roam freely on community property; if it must, we kindly ask that it be spayed or neutered.

****PLEASE NOTE:** Owners observed with their pets off leash and/or not picking up pet waste will be fined $25.00 per pet/per occurrence.

VII. DISPOSAL OF TRASH/BULK ITEMS

All boxes must be broken down prior to disposal. All trash must be placed inside the dumpsters. All bulk items are to be placed in the bulk item disposal area located at the Southworth dumpster site. Regarding disposal of appliances, unit owners are urged to call Doug Graham, aka "Junkman" if they have any metal appliances that they wish to get rid of. His phone number is 419-560-7030 and he will pick up all metal appliances directly from the owner's unit for free.

VIII. EXTERMINATION

The Association will not be responsible for any costs related to exterminating treatments on the inside of a unit. Owners who choose to have these services performed in their units are responsible for all costs incurred.

IX. SOLICITATION AND INDIVIDUAL UNIT GARAGE/YARD SALES

Solicitation by commercial enterprises is not authorized at Sunbury Mills Condominiums. In a like manner and due to restricted parking availability, individual unit garage/yard sales are specifically prohibited. A pre-planned community yard sale approved by the Board is permitted.

X. SNOW REMOVAL

During a storm, the top priority is to keep the development streets open to traffic. The Sunbury Mills Condominium Association is responsible for clearing the main streets and the sidewalks. We make every effort to plow and/or chemically treat streets and sidewalks within 6 hours after precipitation ends. Depending on storm predictions and actual conditions in Sunbury, we may take some or all of these steps to keep streets passable:

1. Full-scale Ice Melting ~ De-Icer is applied to the length of all roadways and sidewalks.
2. Plowing ~ When snow accumulates over three inches, plowing begins on main collector streets throughout the development.
3. Ice Melting and Plowing ~ A combination of de-icing and plowing is used to keep streets passable.

Plows can't remove the snow; they can, however, push it out of the way so it doesn't impede traffic. However, there is only so much trucks, plows, and manpower can do. If snow becomes hard-packed by traffic, the plows cannot exert much downward force to dig into it. That's when a de-icer is spread to provide adequate traction. Plowing is limited to pushing snow to the side of the road. Hard-packed snow cannot be plowed off roadways.

Please keep in mind that you, the owners, are responsible for clearing snow from your front steps and your "reserved" parking spaces. In doing so, you are also helping to maintain our concrete and asphalt. By keeping the snow cleared, there is less chance that it will compact down, freeze into the surface, and accelerate the freeze/thaw cycle. The less number of times that water enters concrete and freezes, the less likely that it will become damaged. Please use a plastic shovel instead of a metal one as bent/sharp corners of a metal shovel can damage the surfaces of both concrete and asphalt.

You are also responsible for de-icing your front steps and "reserved" parking spaces. It is NOT okay to use Salt as a de-icer. Salt is very corrosive to concrete and asphalt and will eventually, if not immediately, cause damage. Unfortunately, the main ingredient in most ice melt products is either sodium chloride or calcium chloride. Both sodium and calcium chloride can irritate a dog's paws or be harmful to the animal if ingested. There are non-toxic ice melts available which are guaranteed safe for pets. Look for a salt and chloride free product. And look for a product without any warning labels on it. If a product is not safe for you or your children, it's not safe for your pet. It is highly recommended that ALL unit owners use an ice melt product that is safe for pets, whether you have one or not.

XI. ARCHITECTURAL CONTROL

One of the main reasons people decide to purchase and live in a property administered by an Association is the concept of "uniform appearance." The interests of the individual unit owners in Common Interest Communities in maintaining uniformity is apparent, as it pertains both to his or her unit and to the surrounding units. Similarly, the Association representing the unit owners also has an interest parallel to

the individual homeowners in the desire for long- term, widespread uniformity and quality. At the same time, the Association, as an enforcement agent, has an interest in ensuring a procedurally appropriate and judicially understood system for design review. A crucial step in developing a procedure for dealing with architectural and environmental issues that often arise in Common Interest Communities is to adopt a policy that contains guidelines for the Association and its Board. The following comprehensive and detailed architectural control guidelines have been adopted. Any additional variances that are not covered below would require prior approval from the Board.

BACK DECK COVERINGS (OTHER THAN AN UMBRELLA): Not Approved
Decks covering such as awnings, canopies, curtains, gazebo tents, pergolas, shelters or sheets are not permitted on back decks. Umbrellas are the only coverings that are acceptable. Mosquito netting, privacy curtains, sheets, sunblock/shade screens, etc. are also not permitted to drape from an umbrella.

BACK DECK LIGHTING: Conditionally Approved
String Lights may be used on the railings and privacy walls of the back deck, however, they may NOT be attached to the buildings.

BANNERS: Conditionally Approved
Banners, such as game day banners and team support banners, may be displayed on the days of associated games and must be removed by end of game day. No such banners can be hung by permanently installed fixtures to the building structure, rails or other items apart of the building structure. No prior approval from the Board is needed.

BIRD HOUSES/FEEDERS: Conditionally Approved
Residents who wish to have bird houses and bird feeders will be responsible for keeping them clean and for picking up any debris which falls to the ground. The bird feeder must be of freestanding style (not attached to buildings or trees), except on the interior of patio divider walls. Any damage that may be caused to the patio divider walls is the owner's responsibility to repair. No prior approval from the Board is needed.

FIRE PITS: Not Approved
No owner may use a fire pit of any kind on his/her back deck as it could potentially be a fire hazard.

FLAGS: Conditionally Approved
An American flag (not to exceed 3' x 5' in size) may be hung from 2 to 3 eyehooks in the support beam directly above the porch/stoop handrail. No prior approval from the Board is needed.

FLOWERS/FLOWER POTS/PLANTERS/BASKETS: Conditionally Approved
1. Owners may display hanging flower baskets on their front and back porches. No baskets or other containers may be attached in any way to the building itself.
2. Owners may display a reasonable number of potted plants on the steps in front of their unit. These pots may not obstruct walkways. Pots may not exceed 20" x 20" in size.
3. Unit owners are responsible for maintaining the flowers/plants they choose to plant and/or display in front and behind their units.
4. The Association does not claim any responsibility of any items placed or installed within the common areas and all such items are at the owners' risk. This includes items that may be damaged or removed by the Association's contracted grounds care providers.

FRONT DOOR BELL: Conditionally Approved
The Ring Video Doorbell may be used to replace the standard doorbell. No prior approval from the Board is needed.

FRONT DOOR REPAINTING: Requires prior Board Approval
Unit owners are responsible for maintaining the functionality and appearance of their front doors. Front doors may be repainted at the owner's expense using a black semi-gloss paint. The Board of Directors must first approve repainting of front doors in writing.

FRONT PORCH & BACK DECK OUTDOOR WALL LIGHTS: Requires prior Board Approval
Any replacement of front/back wall lights must require written approval from the Board prior to purchase and installation. Style, color and size must be similar to the original wall light fixtures.

FRONT PORCH & BACK DECK MOTION SENSOR LIGHTING: Conditionally Approved
The Board-approved motion sensor lighting is Home Depot's Hampton Bay Lumsden Outdoor Black LED Motion Sensor Wall Mount Lantern. No prior approval from the Board is needed.

GARAGE DOOR LIGHTING: Conditionally Approved
The Board-approved lighting for above a unit's garage door is Howell Motion Sensor Duel Light Outside Use. No prior approval from the Board is needed.

GRILLES/SMOKERS, ETC.: Conditionally approved
No grilles, smokers or any outdoor cooking equipment may be placed directly next to a building as they could potentially be a fire hazard.

HOLIDAY DECORATIONS: Conditionally Approved
Holiday Decorations may be displayed 30 days prior to the holiday and must be removed within 14 days of said holiday. The exception to this policy is the period of November 15 to January 15; during this time unit owners may continuously display holiday lights and decorations. No prior approval from the Board is needed.

LANDSCAPE CHANGES/ADDITIONS: Conditionally Approved
Unit owners may not plant trees. Flowers may be planted in the mulched area in front of an owner's unit. The owner must remove all Annuals no later than October 15th. Unit owners are responsible for maintaining flowers/plants they choose to plant and/or display in front and behind their units.
The Association does not claim any responsibility of any items placed or installed within the common areas and all such items are at the owners' risk. This includes items that may be damaged or removed by the Association's contracted grounds care providers. If flowers/plants do not adhere to this policy, or the unit owner chooses not to maintain them, the Association will remove flowers/plants and assess the cost of the removal to the unit owner.

LANDSCAPE LIGHTS: Not Approved
Landscape lights may not be installed as they would interfere with the ability of the lawn care provider to perform their work.

MAILBOX KEYS REPLACEMENTS: Conditionally Approved
Mailbox keys replacement is the sole responsibility of the homeowner. After losing both of the initial **keys**, a homeowner can request a **replacement** by submitting a United States Postal Service form 1094 and by paying the refundable **key** deposit as well as a **key** fee. If you still have your **keys**, but they're worn or damaged, you can bring them to the **post office** and have them **replaced** for free.

PRESSURE WASHING UNIT EXTERIORS: Not Approved
The HOA does not power wash the exteriors of our buildings, nor do we recommend that unit owners do it themselves. There is an excellent chance that washing the exterior of your condo with a high-pressure washer will shoot water up under the siding, potentially soaking wall cavities, insulation, wiring, flooring, plaster, etc. Once the water is in the wall, it is often difficult for it to evaporate resulting in moldy insulation, crumbling plaster, and cupped flooring ~ all of which, you, the owner, would be financially responsible for repairing should you decide to pressure wash the exterior of your unit yourself. There is also the risk of mortar getting blasted away by pressure washing. Again, you would assume the monetary responsibility for repairing all areas where mortar was removed because of your pressure washing the exterior of your unit. Should you have dirt and cobwebs, simply use a broom to brush away the dirt and cobwebs. Should you have green mold or mildew, a mixture of 70% water and 30% white vinegar makes a great all-purpose vinyl siding cleaner that removes light mold and mildew stains. For a stronger solution, mix together one-third cup **powdered** laundry detergent, two-thirds cup **powdered** household cleaner, one-quart **liquid** laundry bleach, and one gallon of water. Ultimately the safest way to clean the exterior of your unit is to use either a Garden or Weed or Multi-Use Sprayer ~ or a regular garden hose and spray nozzle ~ along with an extension pole with a nylon scrub brush.

SATELLITE DISHES: Conditionally Approved
No satellite receivers may be attached to any building. No prior approval from the Board is needed.

SECURITY/STORM DOORS: Requires prior Board Approval
All security/storm doors must meet the requirements of the Association and be approved in writing by the Board of Directors prior to installation. Only full-view black or white storm doors are permitted.

SIGNS: Conditionally Approved
Please be aware of Article III, § 2, ¶ H of the Sunbury Mills Condominium Declarations:
"Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board, (ii) on the interior side of the window of a Unit, one professionally prepared sign, not in excess of nine square feet in size, advertising the Unit for sale or rent."

****PLEASE NOTE:** No political signs may be placed anywhere on the common area property, this includes homeowner windows. Celebratory signs, however, such as Birthdays, Graduation, Weddings, etc. are welcomed and allowed in the mulched area in front of homeowners units.

STAINING OF DECKS/PRIVACY FENCES/DECK STEPS/DECK SKIRTS:
Requires prior Board approval
As of 2021, there are only two types of product that may be used on the decks, privacy fences, steps and skirts that are visible to the community (specifically 73 units). Use of any other type of stain is **strictly forbidden**. Since all visible decks were pressure washed and stained in 2021, the Board will not require

pressure washing and staining for the 73 visible units until 2026. Please remember that all homeowners are responsible for the upkeep of their decks, privacy fences, steps and skirts.

****PLEASE NOTE:** As of 2021, the ONLY two stains allowed are:
SHERWIN WILLIAMS SEMI-TRANSPARENT STAIN TAVERN OAK Color Code 3573
SHERWIN WILLIAMS SEMI-SOLID STAIN TAVERN OAK Color Code 3573

STORAGE IN COMMON AREAS (i.e. in front of the units): Not Approved
Nothing may be stored anywhere in or on the common areas. This includes, but not limited to: grills, patio furniture, bicycles, skateboards, toys, tools, ladders, brooms, shovels, etc.

STORAGE IN LIMITED COMMON AREAS (i.e. in back of the units): Not Approved
Nothing may be stored anywhere in or on the limited common areas. This includes, but not limited to: grills, patio furniture, bicycles, skateboards, toys, tools, ladders, brooms, shovels, etc.

STORAGE UNDER DECKS WITH SKIRTS ONLY: Requires prior Board Approval
Unit owners may store items under their deck providing they build a skirt around the deck. The deck skirt must meet the requirements of the Association and be approved in writing by the Board prior to installation.

WATER HOSES: Conditionally Approved
Water hoses may not be stored anywhere on the common areas (i.e. the ground). When not in use, owners must place their hoses either rolled nicely out of sight on their decks or in their basements.

WINDOW A/C UNITS: Not approved
Please be aware of Article III, § 2, ¶ D of the Sunbury Mills Condominium Declarations: "Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds, all of which must appear white from the outside) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizen's band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but in such case, subject to such lawful rules and regulations as the Board may adopt from time to time."

WINDOW COVERINGS: Conditionally Approved
Please refer to Article III, § 2, ¶ D of the Sunbury Mills Condominium Declarations as stated above.

****PLEASE NOTE:** ALL inside window coverings (drapes, curtains, louvered blinds, etc.) MUST appear WHITE from the outside ~ no exceptions to this rule.

WINDOW REPLACEMENT: Requires prior Board Approval
Unit owners are responsible for maintaining the functionality and appearance of their windows (frames, glass, and screens). Windows may be replaced at the owner's expense providing that the same style of windows be used. The Board of Directors must first approve replacement of windows in writing. Please note that the replacement of screens, however, is conditionally approved.

WOODEN STAIRCASES: Wooden staircases are not considered part of the common areas; therefore, ALL wooden staircases belong to, and are the sole responsibility of, each individual unit owner that has them.

XII. RENTING/LEASING OF CONDOMINIUM UNITS

Any lease agreement shall be in writing and shall provide that the lease shall be subject in all respects to the Association's Rules, Bylaws, and Declarations. It shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules shall be in default under the lease. It is the owner's responsibility to provide a copy of the lease to the property management company.

The off-site owner shall provide a copy of the Community Guidelines Handbook to the tenant. It is the responsibility of the tenant to become acquainted with and abide by the Community Guidelines Handbook.

A copy of the lease must be turned into the property management company within 30 days of a new tenant. Any owner who has not turned in a copy of their lease within the 30-day period will be subject to a $100.00 violation assessment and continuing each month until a copy of the lease is provided.

Please note that the Association's rules and regulations limit the number of allowable lease or rental units within the Association to 10%, or 10 units. Once the maximum number of allowable units is rented, a waiting list will be established. Owners on the waiting list will be contacted once a rental unit is available. Please contact the management company if you are thinking about renting your unit.

XIII. MOVING RESPONSIBILITIES

If you are moving, it is very important to contact the property manager. Let them know who will be the new owner of record and your closing date. It is the former owner's responsibility to make certain that all condominium dues are current, that the new owner receives a complete copy of these Rules & Regulations, and that the new owner is informed of the unit's maintenance history. It is also the former owner's responsibility to give the Association Declaration and Bylaws to the new owners. It is both the former and new unit owner's responsibility to assure that movers and other third parties assisting with the move into or out of the community follow all rules related to common property and parking restrictions.

XIV. VARIANCES

Owners may submit written requests for variances to these rules to the Board of Directors via the management company.

XV. COMPLAINT PROCEDURE

Any unit owner or tenant may file a formal complaint alleging a violation of these rules or the restrictions contained in the Declaration & Bylaws with the management company. The complaint must be made in writing in accordance with the form below and must be signed by the unit owner or tenant filing the complaint to be recognized and considered. Digital photos are most productive and helpful in resolving

any disputes or claims and highly suggested when submitting a formal complaint or concern. The person submitting a complaint will remain confidential.

Complaints may be emailed to chris@onyxrealty.net or mailed to:

Chris Davis
Onyx Realty
1500 Brice Road
Reynoldsburg, Ohio 43068

Complaint forms, as well as exterior improvement applications, can also be found at Onyx Realty's website: www.onyxrealty.net.

Any owner receiving a violation warning or assessment has the right to request a hearing with the Board of Directors as outlined in this Community Guidelines Handbook.

FORMAL COMPLAINT FORM
Sunbury Mills Condominium Association

Date:

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

Complainant Name & Signature:

Complainant Address:

Complainant Phone Number:

Complainant Email Address:

XVI. CRITTER RESPONSIBILITIES

Description	Unit Owner	Association
Ants: carpenter, honey, pavement, pharaoh		X
Bees: honey, wood		X
Centipedes	X	
Earwigs	X	
Fleas	X	
Groundhogs		X
Hornets		X
Indian meal moths	X	
Mice	X	
Millipedes	X	
Opossums		X
Raccoons		X
Rats	X	
Roaches	X	
Silverfish	X	
Skunks		X
Squirrels		X
Termites		X
Ticks	X	
Wasps		X
Woodpeckers		X

XVII. MAINTENANCE RESPONSIBILITIES AND MAINTENANCE REQUESTS

If a homeowner has a specific need for maintenance, please DO NOT text or email management or trustees. Below is a list of the responsibilities of the homeowners and the HOA.

****PLEASE NOTE:** ALL REQUESTS FOR MAINTANCE MUST BE SUBMITTED THROUGH THE ONYX PORTAL.

Description	Unit Owner	Association
Common area landscaping, lawns, shrubs, trees		X
Deck stairs	X	
Doors (garage/unit entry) weather stripping, jams, storm, screens	X	
Exterior: unit light fixtures/bulbs	X	
Foundation walls, footing drains		X
Garages: structural maintenance, siding, trim		X
Heating & air conditioning system	X	
Light bulbs	X	
Painting: exterior & color selection		X
Pipes servicing one unit (gas, water, sewers)	X	
Pipes servicing more than one unit		X
Plumbing (toilets & disposals)	X	
Property & general liability insurance		X
Interior property damage	X	
Repair of damage to any part of the common or limited common areas caused by a resident, visitor, licensees, family members, pets, or vehicles	X	
Roadways, parking spaces, & parking area pavement		X
Roofs: shingles, flashing, gutters, downspouts		X
Snow removal/de-icing: roads & sidewalks		X
Snow removal/de-icing: front steps & “reserved” parking spaces	X	
Street lamps		X
Unit smoke detectors	X	
Walks structural: sidewalks, front steps & stoops		X
Walls: interior maintenance	X	
Windows: frames, glass, screens & storms	X	
Wiring: (electrical & telephone servicing one unit)	X	

SUNBURY, OHIO ORDINANCE 505.071: CRUELTY TO COMPANION ANIMALS

(a) As used in this section:

(1) "Companion animal" means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. "Companion animal" does not include livestock or any wild animal.

(2) "Cruelty", "torment" and "torture" have the same meanings as in Ohio R.C. 1717.01.

(3) "Dog kennel" means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel or a training kennel.

(4) "Practice of veterinary medicine" has the same meaning as in Ohio R.C. 4741.01.

(5) "Residential dwelling" means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.

(6) "Serious physical harm" shall have the same meaning as Ohio R.C. 951.131.

(7) "Tether" means a rope, chain, cord, dog run or pulley, or similar restraint for holding an animal in place that allows a radius in which the animal can move about.

(8) "Unattended companion animal" shall be considered an "unattended companion animal" when no owner or harborer is present and awake on the premises where the companion animal is present.

(9) "Wild animal" has the same meaning as in Ohio R.C. 1531.01.

(b) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.

(c) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:

(1) Fail to provide food and drink which is clean, or sufficient quantity and appropriately available to the animal when unattended.

(2) Fail to provide shelter from the elements including heat, cold, wind, rain, snow, or excessive direct sunlight. If the companion animal is housed outside, a structure for shelter and protection must be provided that is suitable for the species, age, conditions, size, and type of that animal. The structure must be enclosed and insulated, having a single entrance/exit. The structure shall be moisture-resistant, wind-resistant, and of suitable size and type to allow the companion animal to stand, turn about freely, and lie in a normal position. The structure shall be made of a durable material with a solid, moisture-proof floor raised at least two inches from the ground. Suitable drainage shall be provided so the animal has access to a dry area at all times. The shelter, cage, or pen shall be regularly cleaned and sanitized and free of insect or rodent infestation.

(3) Fail to obtain reasonably necessary veterinary care for the companion animal, including, but not limited to, immunizations against parvovirus, leukemia (for cats/felines only), rabies and protection from fleas and ticks as applicable to the companion animal in question.

(d) Tethers of companion animals must be of a sufficient length to allow reasonable freedom of movement, without allowing the animal to leave the harborer's property and the area of restraint must be free of entangling objects. Tethers must be of suitable size and secured to the animal in such a manner that the animal will not be injured or choked. Strict liability is intended for enforcement of this section.

(e) Subsections (b), (c) and (d) of this section do not apply to any of the following:

(1) A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;

(2) The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;

(3) Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;

(4) The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;

(5) The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.

(f) Violation of this section is a minor misdemeanor punishable by a fine of up to one hundred fifty dollars ($150.00) on a first offense and a second degree misdemeanor for a second offense within one year. However, if a companion animal experiences serious physical harm as a result of a first of a violation of this section, a first violation of this section is misdemeanor of the first degree.
(Ord. 2018-15. Passed 8-1-18.)

Statutory reference:

Similar state provisions, see Ohio R.C. 959.131