TERRAZZA CONDOMINIUMS

RULES and REGULATIONS

HANDBOOK



Revised 1/10/2024

REFERENCE GUIDE

This Handbook was prepared by the Board of Directors (the "Board") of the TERRAZZA CONDOMINIUMS ASSOCIATION (the "Association") to serve as a quick source of general information about the TERRAZZA Condominium Community (the "Community"), the rules and regulations applicable to all residents,, and the governance. This Handbook is *not* a substitute for the Declaration and Bylaws for TERRAZZA Condominiums (the “Declaration and Bylaws”), are the primary governing documents for the Community and should be read and understood by every Unit Owner and Resident. In the event of a conflict between this Handbook and the Declaration and Bylaws, the Declaration and Bylaws is the controlling document.

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

MESSAGE FROM THE BOARD OF DIRECTORS

Dear Unit Owners and Residents,

On behalf of the Board, the Management Company and all Residents, we would like to take this opportunity to welcome you to the TERRAZZA Condominiums.

TERRAZZA is a premier condominium community and each Unit Owner and Resident is important to the overall success and uniformity of the Community. We are very proud of our Community. It is our desire and goal to maintain the highest level of service in the Community. We believe that the lives of all residents are enhanced by pursuing the best interests of the Community as a whole.

We look forward to receiving your suggestions on how we, as a Community and as a Board, can better serve each Unit Owner and Resident. All opinions are important and we welcome your input.

If you have any questions or suggestions, please feel free to contact the Terrazza Condo Association Board terrazzacondoassoc@gmail.com.

Welcome Home!

TERRAZZA CONDOMINIUMS ASSOCIATION,
THE BOARD OF DIRECTORS

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I. THE BOARD AND THE ASSOCIATION

A. CONDOMINIUM DECLARATIONS AND BYLAWS

Unit Owners likely received a copy of the Declaration and Bylaws from their realtor or title company at or before the closing on their Unit. Copies are also on file and available with the Union County Recorder's Office. The Declaration and Bylaws are the basis by which the Community was created and provide the foundational rules and regulations by which the Association will be run. It is the duty of each Unit Owner to understand and comply with the Declaration and Bylaws.

B. PURPOSE OF RULES AND REGULATIONS AND THEIR MODIFICATION

The purpose of the rules and regulations set forth herein is to establish guidelines that will preserve our asset (the Community), control operating and maintenance costs and provide for a harmonious living environment for all residents. The condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire Community and it is to this end that the Board, pursuant to the Declaration and Bylaws, adopted many of these rules and regulations. The Board may amend the rules and regulations from time to time, as necessary. Such amendment will prompt a revised page(s) to this Handbook which will be issued to each Unit Owner.

C. THE BOARD

A condominium is a group of residential units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws and any amendments thereto. The Board is delegated by Ohio law and the Association Bylaws with the responsibility for the operation and management of the Common Elements (as defined in Section VI of the Declaration) and the affairs of the Association. The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and to enhance property value.

D. ELECTION

The Unit Owners elect three Directors to the Board. One Director is elected at each annual meeting of the Association to serve a three (3) year term.

E. BOARD MEETINGS

The Board meets as often as necessary, but not less than quarterly, to review the Association's finances and operations. The Board will invite Unit Owners to attend and participate in meetings when possible and appropriate.

F. ASSOCIATION MEETINGS

One (1) annual meeting of the Association in the second calendar quarter of each year. Special meetings of the Association may be called as warranted pursuant to the Bylaws.

G. COMMITTEES

Committees may be formed by the Board from time to time to assist in the management of the activities and affairs of the Community. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. All Unit Owners are encouraged to be actively involved in the Community and to

volunteer for committee appointment.

H. NON-COMPLIANCE

Residents are encouraged to attempt to resolve disputes informally.

Any Owner who feels that a rule has been violated may file a Formal Complaint with the Board or Management Company (see Formal Complaint form attached hereto). The Board or Management Company will review the Complaint and, if warranted and (in the Board's discretion), proceed with appropriate enforcement action.

Any tenant who feels that a rule has been violated should submit a Formal Complaint to the owner of the rental unit, who may file it with the Board or Management Company. The Board or Management Company will review the Complaint and, if warranted and in the Board's discretion, proceed with appropriate enforcement action.

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.

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 the Unit Owner requests a hearing (in writing within the 10 days, form 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 time. 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 Email notifications.

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 the voting privileges and the use of recreational facilities of any Owner for a period not to exceed 60 days for each violation.

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.

TENANTS
Tenants must comply with rules and regulations. If tenants are found to be in violation, the Owner of the unit will receive the violation notice.

II. FINANCIAL MANAGEMENT COMPANY

Financial Management Company manages the finances of the association, paying invoices, and receiving association fees from owners.

General Inquiries:
Clark Simson Miller
PO Box 26941
Charlotte, NC 28211
Phone: (865)315-7505

III. IMPORTANT TELEPHONE NUMBERS

Emergency Police Department	**911**
Emergency Fire Department	**911**
Dublin Police Department	(614) 410-4800
Washington Township Fire Department	(614) 653-3934
Union Rural Electric	(937) 642-1826
Water Service (City of Columbus)	(614) 645-8270
Local Waste Services (Refuse)	(614) 409-9375
Columbia Gas Department	(614) 460-2222
Edge Utilities	(614) 777-1199

IV. INTERIOR MAINTENANCE, EMERGENCY RESPONSIBILITY

Unit Owners are responsible for the maintenance of all components of their Unit, which generally consists of the interior. If the Board of property management company dispatches of a maintenance technician to address an interior emergency maintenance item, the cost for that service call and maintenance will be assessed to the Unit Owner.

V. FINANCIAL MATTERS

A. ASSOCIATION DUES

Association dues are payable to TERRAZZA CONDOMINIUMS ASSOCIATION on the first of each month. Please utilize the provided coupons when paying your Association dues. Please note that you can schedule automatic electronic transfer of monthly dues online at www.clarksimsonmiller.com.

A late charge of $25.00 will be assessed to any account which is delinquent after the 10th of the month.

B. RETURNED CHECKS (NSF)

Any check not honored when presented for payment shall be deemed a non-sufficient funds (NSF) check, and if returned, must be replaced by payment in the form of a money order or cashier's check, along with an NSF fee of $25.00 or the actual amount charged by the if greater than $25.00, plus any late fees.

C. DELINQUENCY POLICY ON FEES AND ASSESSMENTS

PAST DUE NOTICE: (after 30 days past due) Past due statements will be mailed to a homeowner with a balance after 30 days delinquent which includes late fees or interest.

SECOND PAST DUE NOTICE: (after 60 days past due) Second notice of past dues (past due statements) will be mailed to a homeowner with a balance after 60 days delinquent which includes late fees or interest.

FINAL NOTICE OF DELINQUENCY: (after 90 days past due) Delinquency notices will be mailed to a homeowner with a balance after 90 days delinquent which includes late fees or interest.

Board approval is needed to set up a payment plan. Payment plans cannot exceed 6 months.

LAW OFFICE: (typically after 120 days past due)

Pursuant to the Declaration and Bylaws, a lien may be filed when an account becomes thirty (30) days delinquent. Unless otherwise determined by the Board, a lien will automatically be filed when an account becomes sixty (60) days delinquent. The delinquent Unit Owner's account is charged the cost of filing and removing the lien. The Unit Owner will be sent a monthly statement until all payments have been made.

Foreclosure action may be taken when the fees are in arrears by $500.00, or at any time prior thereto in the Board's sole discretion. If a foreclosure is initiated, attorney fees and costs are also assessed to the Unit Owner's account. Any additional costs or

attorney fees will also be assessed to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

All fee payments made to a Unit Owner's account after the account becomes delinquent will be applied to the oldest outstanding balance. Late charges will continue to be assessed on the outstanding balance until the account is current.

The Unit Owners Association voting privileges will be suspended until such time as the account becomes current.
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, thee Board may authorize the immediate filing of a lien and/or foreclosure.

Unit owners will be responsible for all costs, including attorney's fees, incurred by the Association in collecting and delinquency.

VI. INSURANCE

A. ASSOCIATION INSURANCE

The Association will maintain appropriate levels of insurance according to the laws of the State of Ohio and the Declaration and Bylaws.

B. ASSOCIATION INSURANCE POLICY

A copy of the Association's insurance policy may be obtained upon request from the Management Company for the costs of copying and postage at the requestor's expense.

C. ASSOCIATION INSURANCE COVERAGE OVERVIEW

The Association maintains appropriate levels of insurance for the Common Elements of the Community, as well as the basic structure (both interior and exterior) of the Units as they were at the time the Units were first transferred from the developer (builder) to the initial Unit Owners.

D. UNIT OWNER'S INSURANCE COVERAGE

It is strongly recommended that Unit Owners obtain individual homeowner's insurance which would provide coverage for personal contents as well as any and all additions, improvements, betterments and upgrades added to the Unit subsequent to when the Unit was transferred from the developer (builder) to the first Unit Owner.

Any insurance deductible amounts paid by the Association for casualty loss claims which affect a Unit shall be apportioned between affected Unit Owners and the Association based upon the percentage of the insurance proceeds paid to repair any Unit or component of a Unit and the percentage of the insurance proceeds paid to repair the Common Elements, including the Limited Common Elements. The Unit Owner shall pay the percentage of the deducible that matches the percentage of the insurance proceeds paid to repair the Unit Owner's Unit or any component thereof. The Association shall pay the percentage of the deductible that matches the percentage of the insurance proceeds paid to repair Common Elements, including the Limited Common Elements,

except in the event that the Association, through its negligence, was the cause of the damage to the Unit. If the damage to the Unit and/or Common Elements, including Limited Common Elements, is caused by the negligent or intentional actions of the Unit Owner, guests, or occupants of the Unit, the entire deductible shall be paid by that Unit Owner. If the Unit Owner fails to pay the apportioned amount within a reasonable time, as determined by the Board, then the Board may file a lien against the Unit for nonpayment of the deductible amount and foreclose on that lien pursuant to Ohio law. In addition, the Board may seek a personal judgment against the Unit Owner for nonpayment of the amount of the deductible which is not paid. The Unit Owner will be responsible for all costs of collection, whether for actions at law, in equity, or both, including attorney's fees, paralegal fees, and court costs that are incurred by the Association as a result of the Unit Owner's nonpayment of the deductible.

E. INSURANCE DISCLAIMER

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

VII. UTILITIES

A. RESIDENT RESPONSIBILITY

Residents are responsible for maintenance and payment of their own gas, electric, cable television, internet, telephone, water and sewer and for calling to initiate service on the date of possession.

Please note that the electric utilization associated with garage side and overhead garage soffit lighting, as well as the garage heater, is on the individual Unit Owner's meter. The garage heater must not be turned off. Doing so may result in water lines freezing. All units must at all times be heated to a minimum temperature of 50°F to prevent damage to the Common Elements.

Unit owners are responsible for checking on vacant units. Damage resulting from failure to do so will be the owner's responsibility.

Owners who lease their unit will be notified if their tenant is behind on paying their water bill, and will need to contact their tenant to seek payment. Unit Owners are ultimately responsible for the payment of water charges.

B. REFUSE COLLECTION

Trash removal and recycling services are provided by a local waste management company of the Board's choice.

- Refuse, in the provided receptacle, may be placed at the street no earlier than 7:00 p.m. the evening before collection. During winter months (December, January, February), receptacles may be placed at the street no earlier than 4:30p.
- The receptacles should be placed in the front of the building along Terrazza Court North and Terrazza Court South.

- Refuse containers must be returned to the inside of the garage by 7:00 PM the evening of collection day and may not be stored outside between pick-ups.
- Collection day is currently Thursday and collection may begin as early as 7:00 a.m. During the holiday weeks of Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day, trash will be picked up on the day following the holiday with the exception of Sunday.
- Collection of recyclables could take place late afternoon on collection day. There may be some instances where Local Waste does not pick up on Thursday (outside of holidays). When this occurs, the trash/recycle receptacles can be kept out on the street until the next day.
- For items that would be considered bulk waste and/or yard waste, please contact Local Waste Services directly to make special arrangements for pick up.
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VIII. COMMON AND LIMITED COMMON ELEMENTS

A. DEFINITION OF COMMON ELEMENTS

The Common Elements consist of all parts of the condominium property except for those parts specifically defined as being part of the unit.

B. DEFINITION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are those portions of the Common Elements (the balcony, porch, and in some cases the area in front of the garage door) that serve one Unit and whose use, benefit and enjoyment are reserved for the lawful occupants of that Unit.

The units with Limited Common Elements in front of the garage are 9133, 9165, 9057 and 9065.

The porch is the walkway between the elevators, going to each condo unit at the front of the building (2nd, 3rd and 4th floor).

C. PURPOSE OF COMMON ELEMENTS

The Common Elements are for the sole and exclusive use, benefit and enjoyment of the residents for the purpose and manner in which such Common Elements and facilities are customarily used. All Unit Owners jointly own the Common Elements, including the Limited Common Elements. No one shall use the Common Elements or the Limited Common Elements in such a manner as to disturb others or in violation of any rules and regulations adopted by the Board.

D. ACTIVITY ON COMMON ELEMENTS

There shall be no playing of organized sports, lounging, parking of bicycles, baby carriages, wagons, toys, vehicles, benches, chairs, etc., on any part of the Common Elements, except that balconies (Limited Common Elements) may be used for their intended purposes.

It is expected that Unit Owners will demonstrate common courtesy to adjoining Unit Residents relative to noise and activities on balconies. Party activities on the Common Elements and Limited Common Elements (balcony) should terminate by 10:00 pm

Sunday through Thursday, and 11:00 pm on Friday and Saturday nights.

E. DAMAGE TO COMMON ELEMENTS

Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by any negligent or intentional act by the Unit Owner, Residents of a Unit or Guest of any Unit Owner or Resident, or by pets of Unit Owners or guests.

F. PERSONAL PROPERTY

All personal property, such as lawn chairs, bicycles, tables, chairs, etc., must be kept within the garage.

No laundry (swimsuits, towels, rugs, etc.) shall be hung over any balcony or common area porch railing.

G. MODIFICATION AND ALTERATION

Board approval is required for any modification or alteration to the Common Elements or the Limited Common Elements. The Unit Owner desiring approval for a modification or alteration shall submit complete plans, including specifications showing the nature, kind, shape, height, materials, color, and location, desired start and anticipated completion dates, for the desired alteration or modification to the Board/Management company for their review and recommendation. If applicable, the Management company will present to the Board the proposed modification. The Board will then vote on the proposal.

Reasons for the Board to reject a submitted plan for modification and/or alteration include, but are not limited to: (1) the proposed modification and/or alteration would interfere with Common Element maintenance (such as lawn mowing, etc.); or (2) the proposed modification and/or alteration would not be aesthetically appropriate in that its appearance, color, character or materials would conflict with the character of the Community.

As a condition of approval, the Board may require the Unit Owner to sign appropriate documents that will, without limitation:

(1) Define the scope of the modification or alteration approved.

(2) Acknowledge that the granting of Board approval does not in any way constitute a change as to how the property being modified or altered is defined, and that it remains defined as common property.

(3) Make the Unit Owner, or subsequent Unit Owner, responsible for all maintenance and or damage repair to the modification or alteration, irrespective of how that damage was created. The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of that modification or alteration.

H. SATELLITE DISH POLICY

Satellite dishes are not permitted except with the prior approval of the Board.

I. PERSONAL HOSE REELS/HOSES

Personal hose reels and hoses must be stored in the garage when not in use. No hose mounts or hoses are permitted to be stored in flower beds.

J. FLOWERS/PLANTERS/FLOWERPOTS

Unit Owners are encouraged to plant flowers (annuals) in flowerpots to be placed by their front doors on the porch.

Flowerpots, planters and flower boxes made of natural materials or giving the appearance of natural materials are permitted on the balconies and porch.

Hanging flower pots are not permitted to be attached to any part of the Common or Limited Common Elements.

Maintenance of the flowers is the responsibility of the resident. Exhausted annuals are to be removed at the end of the season. The Association will notify a resident of exhausted annuals that have become unsightly by providing a ten (10) day notice for removal. If not removed, the Association may remove the annuals, and the cost for the removal will be assessed to the Unit Owner.

At the end of the season, flowerpots, planters and flower boxes must be removed from view.

Planting or mulching around mailboxes, common trees, etc., is prohibited without prior written Board approval.

Flowers are prohibited in any decorative building flower boxes.

Flowerpots, planters and flower boxes are prohibited along the driveway and/or walkways (1st floor), excepting a flowerpot is permitted adjacent to a Unit Owner's entrance door.

Standing flower pots, planters, flower boxes, trellises, etc., are prohibited on the grass Common Elements.

Shepherd hooks are not permitted.

K. BUSH, TREE PLANTING, ETC.

Prior written Board approval is required before a Unit Owner or tenant may plant any bush, tree, perennial, etc. All planters shall be consistent with the existing planted material.

L. DECORATIVE ITEMS

Balcony furniture, flowerpots and other personal property made of natural material or giving the appearance of natural material may be used on the balcony area, and porch.

Decorative items placed on the porch must not block others from getting to elevators, their units or stairs.

Items allowed on the porch include: one (1) small table (ie. cafe table) and two chairs, bench, and decorative seasonal signs. If in doubt, please contact the Board.

Decorations are not permitted to be hung from the Common Element railings.

Lawn or yard ornaments of any kind are prohibited in Common Elements. Artificial flowers and plants are prohibited in the Common Elements and porch.

M. CARTS

Carts used to assist Unit Owners in moving items from their garage or vehicle to their Unit shall be stored in the garage when not in use. Carts may not be stored in the Garage Access area.

N. STORM DOOR

The approved storm door is a Jeld-Wen premium three panel Hawkins site line clad single French swing door in mesa red or such other door that may be approved by the Board from time to time.

O. FLAGS

The American flag, State of Ohio flag, POW/MIA flag, and Service Star flags may be flown or displayed at any time following normal flag protocol. Decorative or seasonal flags, which are in good condition and of an appropriate size (3 ft. x 5 ft. or less) are permitted. School and team flags may be flown on game day only.

Installation of flag holders are not permitted on any wood portion of the balcony Common or Limited Common Element. Damage created by installation of flag holders, through the drilling of holes, permitting water to enter and causing wood damage, either immediate or in the future, is the responsibility of the Unit Owner. Flags may be displayed with ground mounted flag holders only.

P. WIND CHIMES

Wind chimes are not permitted.

Q. SIGNS

One (1) professionally prepared, unlit "For Sale" or "For Rent" sign may be placed inside the window of a Unit.

A security system decal may be placed in the window and/or on one (1) small sign, no more than 1 square foot in size designed for that purpose and placed nearest to the front door.

Other signs, including but not limited to, real estate signs, political signs or team signs, are not permitted.

R. LANDSCAPE LIGHTS

Landscape lights are not permitted.

S. FRONT DOOR DECORATIONS

One (1) non-holiday related front door decoration, such as a wreath or door hanging, is permitted.

T. WINDOW CLEANING

Outside window cleaning will be the responsibility of the association. Unit Owners can clean outside windows on the balcony if they choose to. Hanging outside the window to clean windows that are not on the balcony side is prohibited for your safety.

U. GRILLING ON BALCONIES

Grills placed too close to the building may cause damage to the building. The cost of the repair for damage to any building is the Unit Owner's responsibility. Grilling should be done immediately outside the garage. Charcoal and propane grills are not permitted on the balconies.

V. WINTER CONSIDERATIONS

The use of salt on the concrete porches, walks and patios is prohibited and can damage the concrete. Only non-destructive de-icing agents may be used.

W. EXTERIOR SURFACE OF BUILDING-WINDOW COVERINGS

Unit Owners shall not cause or permit anything (except as expressly permitted in this Handbook) to be hung or displayed on the inside or outside of windows (except interior inoffensive drapes, curtains or louvered blinds with white backing) or placed on the outside wall of any building. No sign, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part of any building without the prior written consent of the Board.

X. MAIL

Pursuant to U.S. Postal Service regulations, mail will be delivered at a central location, which location may be changed as required by the postal service. Contact the post office to obtain a key or to replace a lock.

Z. HOLIDAY AND SEASONAL DECORATIONS

A reasonable display of lights and decorations, not causing permanent damage to the building, gutters and wood trim, may be displayed in or on the Limited Common Elements of a Unit during the holiday season(s). Holiday decorations may not be hung from porch railings in front of the building.

Nothing shall be attached to any Common Element. Any damage created by the installation of holiday decorations is the responsibility of the Unit Owner.

Holiday decorations and/or lights are not permitted on the Common Elements, such as the front lawn and trees, without prior written Board approval. The Board will make adequate time provisions for evaluating holiday display requests submitted for approval.

Holiday decorations may be displayed thirty (30) days prior to said holiday and must be removed within thirty (30) days after said holiday.

Y. GARAGE SALES

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

XI. MOVING RESPONSIBILITIES

If you are moving, it is very important to notify the Board/Management Company as to whom the new Unit Owner of record is and the date of closing.

It is the current Unit Owner's responsibility to make certain that all condominium dues, etc., are current.

Please make certain that on the day of moving, your moving trucks, etc., do not interfere with the normal flow of traffic, and will permit other trucks, refuse collection vehicles, etc., to pass.

Unit Owners shall contact the Board/Management Company within 7 days prior to move in/move out with date/time of move.

XII. SNOW REMOVAL

When there is snowfall of two or more inches and the National Weather Service forecasts temperatures to remain at or below freezing for the day after the snowfall, the contractor will plow the property after the snowfall stops. When temperatures are forecasted to rise above freezing the day after a two inch or greater snowfall, the contractor may salt the roads instead of plowing.

Typically, the snow is plowed one lane wide on the first pass made by the contractor. It is likely that when the snow is plowed, cars in parking spaces will have a drift of snow behind the vehicle. Also, spaces without cars parked in them will be used to place the snow during the first pass.

We are not the contractor's only client; therefore, the contractor must proceed to clear the main arteries on all the properties where they are contracted to remove snow. However, the contractor will return and continue to open up wider lanes (2^{nd} pass).

Sidewalks and driveways will also be cleared. Only non-destructive de-icing agents are to be used on concrete.

XIII. PARKING/VEHICLES

All parking of vehicles by residents shall be inside of the garage.

Garages are to be used for vehicle parking, not as a storage unit.

All vehicles must be parked in garages overnight. Residents with more than two vehicles

or vehicles that cannot fit due to length of vehicle or two vehicles cannot fit in the garage, one of the two must park in the Corazón Club parking lot.

If there are no available parking spaces, guests may park within the Limited Common Element (see Section VIII, B) in front of the garage door.

Guest parking spaces are located outside of the elevator at the front of the building, the four parking spaces in front of each building along Terrazza Court and at the Corazón Club parking lot.

Vehicles parked in a guest parking space must be moved every 24 hours and may not be used on a regular basis for a household with more than two vehicles. If this process is violated, the resident will 1) receive a warning of this Violation, 2) receive notice of $50 assessment.

No vehicles shall be parked in any manner that blocks any street or driveway, or the ingress/egress to any other Unit Owner's garage. Parking along any street is strictly prohibited. Parking and/or driving on any lawn element is prohibited.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than 1 ¾ ton pickup), campers, travel trailers, etc., may be parked in the driveway for a period no longer than 24 hours without prior written approval by the Board or the Management Company.

Major vehicular repairs are prohibited on common or limited common property. Inoperable vehicles (flat tire(s), dead battery, expired tag, etc.) shall not be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump, etc.).

Unit Owners and their guests shall make every effort to protect the paving Common Elements and paving Limited Common Elements (i.e., using wood to distribute jack pressure) while effecting repairs. Unit Owners will be responsible for any damage created.

Inoperable vehicles (flat tire(s), dead battery, expired tag, etc.), vehicles parked in a guest parking area, or vehicles which cannot be identified as belonging to a Resident, which are parked in any Common Element or Limited Common Element for more than 48 hours may be towed off the premises at the vehicle owner's expense.

Parking of commercial vehicles (vehicles with commercial plates and/or signage) are not permitted to be parked on Limited Common Elements (i.e., driveways) or Common Elements (i.e., guest parking) at any time.

Commercial moving vans, trucks or other commercial vehicles in the area to perform service or repair work for a Unit Owner or developer are authorized exceptions for the length of time necessary to accomplish the service or repair work.

Violation of any of the parking and vehicle rules may result in assessments and/or towing, without notice, at the vehicle owner's expense.

XIV. PETS

The Common Elements are for the enjoyment of all Unit Owners and Residents. These

Common Elements cannot be fully utilized and enjoyed if animal wastes are left on the grounds. Pet owners are responsible for promptly cleaning up after their animals. Pets are not permitted to run uncontrolled. No animal may be off a leash as any animal, even if very docile, can represent an annoyance to or a perceived threat by another resident or guest.

The following clarifies the rules governing pets in the Community:

Animals other than those classified as Household Domestic Pets are prohibited . The number and the size of the household domestic pets are subject to two (2) limitations. Pets will not be bred or maintained for commercial purposes.

All pets must be on a leash no longer than 6 (six) feet and accompanied by a responsible person holding the leash in their hand at all times when in the Common or Limited Common Elements.

Pets may not be left unattended outdoors (including on balconies) or permitted to run free for any reason or for any length of time.

Animal houses or pens are <u>not</u> permitted on walkways/Common or Limited Common Elements (balconies).

Pets shall <u>not</u> be tethered (tied, chained) outside on the lawn, walkways/ Common or Limited Common Elements (balconies).

Animal waste must be cleaned up immediately. Owners failing to clean up after their pets will be assessed the costs for grounds maintenance people to clean up. Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the Community upon written notice from the Board.

Any pet that exhibits menacing or threatening behavior toward any person at any time must be immediately removed from the Community.

The Board may, in its discretion, terminate the right of any resident to keep an animal if it determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Community.

The cost of repairing any damage done to the Community property by an animal, such as to siding, lawn, etc., will be a special assessment of the Unit Owner responsible for that animal. This shall include damage to the lawn Common Elements and garden Limited Common Elements caused by urination in the same location.

In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of $100.00 for each offense, after the first warning notice.

XV. <u>LEASING OF A CONDOMINIUM</u>

The number of occupants shall be limited to that permitted by local housing, health and other regulations governing our Units.

No Unit shall be used for any purpose other than that of a residence for individuals living

as a single housekeeping unit.

No Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility.

No Unit or part thereof shall be rented or used for transient or hotel purposes defined as 30 days or less.

No lease may be for less than the entire Unit.

With this stated, the Board has promulgated the following rules regarding leasing:

Every lease and renewal lease covering a Unit of a condominium shall be in writing and duly executed by the parties thereto. All leases shall contain all provisions required by this Handbook and/or incorporate this Handbook.

A copy of the tenant's lease is to be recorded with the Board/Management Company, along with a signed acknowledgement of these Rules and Regulations.

All Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the Board and/or the Management Company on a timely basis so that action can be taken, if needed, by the Board or the Management Company.

All Unit Owners are responsible for administering their properties, ensure their tenants have knowledge of and abide by the Declaration and Bylaws and the Rules and Regulations of the Community as outlined in this Handbook.

All Unit Owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the Declarations and Bylaws and Rules and Regulations of the Community as outlined in this Handbook. **The Owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.**

All Unit Owners are responsible for fulfilling their Association responsibilities.

Tenants are to refer all requests or needs to their respective Unit Owner or agents of the Unit Owner.

Except in the case of an emergency, all tenant inquiries are to be directed to the Unit Owner or agents of the Unit Owner.

SUMMARY OF RESPONSIBILITIES

DESCRIPTION	OWNER	ASSOCIATION
Chimney, Exterior Siding, Flashing		X
Chimney, Vents, Dampers (within Units)	X	
Doors – Garage and Entry	X	
Doors – Garage, repair to original specifications	X	
Doors, Weather Stripping, Storms and Screens	X	
Windows, Frames, Glass, Screens and Storms	X	
Heating and Air Conditioning System	X	
Landscaping – Care of Lawns		X
Landscaping – Care of Original Trees, Shrubs		X
Pipes – Gas, Water, Sewer, serving one Unit	X	
Pipes – Gas, Water, Sewer, serving more than one Unit		X
Light Bulbs – Garage, Side and Overhead	X	
Exterior Unit Light Fixtures	X	
Common Element Lighting, Entrance		X
Walls, Exterior, Structural and Maintenance		X
Walls, Exterior, Siding and Trim		X
Walls, Interior to Unit, Maintenance	X	
Interior Damage, Drywall, caused by roof leak, etc.	X	
Property Damage within Unit	X	
Roofs, Shingles, Flashing, Gutters, Downspouts		X
Wiring, Electrical, serving one Unit	X	
Wiring, Telephone, serving one Unit	X	
Foundation Walls, Footing Drains		X
Structural Maintenance, Trim		X
Road and Parking Element Pavement		X
Walks		X
Snow Removal – Roads, Driveways, Walks		X
Common Area Walkways– Housekeeping	X	
Common Area Walkways – Maintenance		X
Common Area Walkways – Replacement		X
Balcony Pergolas	X	

TENANT ACKNOWLEDGEMENT

I have received the TERRAZZA Condominiums Handbook of Rules and Regulations and I understand that I am responsible for reading, understanding and complying with the policies and procedures described within it, as well as ensuring my guests comply with it.

I agree to abide by the policies and procedures contained in this Handbook and understand that the policies and procedures contained herein may be changed, eliminated or revised by the Board at any time in the Board's sole and exclusive discretion with or without notice.

If I have any questions regarding the content or interpretation of this Handbook, I will bring them to the attention of my landlord and/or the Management Company.

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

PLEASE MAKE A COPY OF THIS FORM FOR USE, OBTAIN THE SIGNATURE OF YOUR TENANT(S) AND SUBMIT COMPLETED FORM TO TERRAZZA CONDO ASSOCIATION ***(terrazzacondoassoc@gmail.com)***

Complaint Registration

PARTY BEING COMPLAINED ABOUT:

Name (if known)

_____

Address

_____

Date and Time problem occurred

_____

NATURE OF <u>DECLARATION</u> VIOLATION:

_____

_____

_____

_____

_____

ADDITIONAL COMMENTS:

please include any additional comments that will assist us in the enforcement of the above mentioned violation:

_____

_____

UNIT OWNER FILING COMPLAINT *~ While all complaints are kept confidential, please keep in mind that the party being complained about has a right to face their accuser in a court of law. At that time, the confidentiality of this form is null and void.*

Name_____

Address

_____

Work number Home number

_____

Signature

_____

Date

Please remit this completed form to: Terrazza Condo Association
terrazzacondoassoc@gmail.com

APPLICATION FOR ALTERATION/MODIFICATION

Your Alteration/Modification application must be submitted and APPROVED before you begin your project. Please check your Community Governing Documents for specifics pertaining to your community and note that any alterations/modifications must be approved by your Association.

We cannot approve any application submitted without adequate information and it will be returned without review and approval. Please complete the following information with checklist and submit this form **with 2 copies of plans, drawings, and/or literature** to:

Terrazza Condominum Association
terrazzacondoassoc@gmail.com

COMMUNITY NAME _____

NAME _____ ***DAYTIME PHONE*** _____

ADDRESS _____

TYPE OF ALTERATION/MODIFICATION (S) REQUESTED:

_____

_____

Estimated completion date for project(s): _____

(must be completed within 30 days of approval)

Your application for Alteration/Modification [*has*] [*has not*] *been* approved as submitted.

_____

Signature of Association Manager

Date: _____

Note: _____

Be sure to read the governing document for your community and complete the attached checklist before you submit your application for approval. Be certain to attach the $15.00 processing fee (non- refundable) made payable to Capital Property Solutions. There may be additional costs and/or deposits related to the review and approval that are required by the Homeowner's Association and are the responsibility for payment to the Association by the homeowner. Any application that deviates from the approved plans will be inspected by the Association for compliance. Please allow at least 30 days for reviews to be completed.

After you have received your approval from the Association, contact the Township you reside to receive your permit (if necessary). The Township you reside may require an approval letter from the Association and a site plan depicting your improvement on your lot/home.

DATE REQUEST RECEIVED _____ **REQUEST PAID** _____

ARCHITECTURAL CHECKLIST

Your Association reviews the site plans, architecture, landscape architecture and site engineering and approvals for all new structures and/or modifications or additions of existing structures. No construction of installation shall commence without prior written approval from the Association and all required government approval.

The following is a schedule of information required at each review. Only complete submittals will be considered.

- ☐ Complete copy of the Alteration/Modification Application.
- ☐ Two (2) sets of complete building and site plans with specifications for the building and other permitted structures.
- ☐ Clearly marked site survey showing the location of the proposed improvement.

The Architectural Plans shall include (additions or structural changes):

- ☐ Floor plans for all floors.
- ☐ All exterior elevations at minimum showing height dimensions, roof pitches, materials and colors to be used.
- ☐ Selection of all exterior materials and finishes.

Landscape Design Review

- ☐ Two (2) complete sets of Landscape drawings and specifications.
- ☐ Landscape Plan should show:
  1. Existing and proposed trees.
  2. Proposed tree/vegetation removal.
  3. Patios, terraces, retaining walls and screen walls with dimensions and height where appropriate.
  4. Air conditioning, irrigation equipment and method of screening.
  5. Utility meters, air conditioning condensers and method of screening.
  6. Low voltage landscape lighting with fixtures and transformer types and locations.
  7. Location and construction methods, materials, and colors for all paved areas and decks which are not indicated on Site Plan.
  8. Plant materials list.

SATELLITE DISH

SUBMITTED PLANS APPROVED AS NOTED SUBJECT TO TOWNSHIP ZONING REGULATIONS

The satellite dish plans as submitted are approved as noted with the following checked items to be added to the satellite dish plans submitted for review:

Address: _____

_____ Site plan submitted showing location of satellite dish on property

_____ Satellite dish to be of natural color

_____ Satellite dish to not exceed 18 inches in diameter

_____ Location of satellite dish to be installed in the side yard or rear of home attached to home or in mulch bed

_____ View of satellite dish to be hidden by landscape screening

_____ Other:

_____

_____

_____

_____

_____

This becomes part of the approval package for the above referenced location.

UNIT OWNER / RESIDENT CONTACT INFORMATION

Ohio Law 5311.09 (A) (2) states the homeowner's obligation to provide ownership and occupancy information. We are providing this form to assist you in fulfilling this obligation. Please provide the information requested and return it to:

Terrazza Condominium Association (**terrazzacondoassoc@gmail.com)**

***Homeowner Condominium Address:** _____

Owner Occupied / Rental / Second Home (please circle one)

PRIMARY OWNER INFORMATION

*Last Name:_____ *First Name:_____ *Middle Initial: _____

*Home Mailing Address:

Please check Preferred *Cellular Phone _____ □

*Home Phone _____ □

*Work Phone _____ □

*E-mail Address: _____

Can we use your email as a primary source of written contact from our office? Yes □ No □

CO-OWNER INFORMATION

*Last Name:_____ *First Name:_____ *Middle Initial: _____

*Home Mailing Address:

Please check Preferred *Cellular Phone _____ □

*Home Phone _____ □

*Work Phone _____ □

*E-mail Address: _____

Can we use your email as a primary source of written contact from our office? Yes □ No □

EMERGENCY CONTACT PERSON

Name:_____Phone _____Cell/Home/Work

Type of Pet(s) Approximate Weight (lbs) Color(s)

_____

_____

Year of Automobile(s) Make Model Color(s) License Plate

_____

_____

TENANT INFORMATION (IF APPLICABLE)

*Last Name:_____ *First Name:_____ *Middle Initial: _____

*Home Mailing

Address: Please check Preferred *Cellular Phone _____ □

*Home Phone _____ □

*Work Phone _____ □

*E-mail Address: _____

Can we use your email as a primary source of written contact from our office? Yes □ No □

Type of Pet(s) Approximate Weight (lbs) Color(s)

_____

_____

Year of Automobile(s) Make Model Color(s) License Plate

_____

_____