

Prescott Place Condominium Owners Association

HANDBOOK AND RULES AND REGULATIONS

This booklet includes the Rules and regulations adopted by the Board of directors and contains specific Rules and regulations authorized by Ohio law, the Declaration of Condominium for Prescott Place Condominium Owners Association and the Bylaws of Prescott Place Condominium Owners Association.

This handbook and the Rules and regulations contained herein are not a substitute for the Declaration and Bylaws, which should be read and understood by every owner and resident. In the event of a conflict between this handbook and the Declaration or Bylaws, the provision of the Declaration or Bylaws shall control.

This booklet is designed to assist all Unit owners in understanding the Rules and regulations under which Prescott Place Condominium Owners Association operates. We believe that these Rules and regulations are necessary in order to maintain a high-quality residential community.

The Association is governed by: (1) the statutory law of the state of Ohio regulating the creation and operation of condominiums, currently Chapter 5311 of the Revised Code of Ohio and (2) the Condominium Declaration and Bylaws.

This handbook and the Rules and regulations contained herein are subject to change by action of the Prescott Place Condominium Owners Association Board of Directors.

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I. BACKGROUND

1. Creation. Prescott Place (the "Condominium") is a condominium created pursuant to the provision of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration (the "Declaration") and the Bylaws (the "Bylaws") creating and establishing a plan for Condominium ownership under Chapter 5311 of the Revised Code of Ohio for Prescott Place. The Declaration and the Drawings of the Condominium Property, recorded, respectively, as Instrument No. 200706050097835, and Condominium Plat Book 187, at page 46 et seq., both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

Condominium communities consist of two parts: Units and Common Elements. Units are defined in the Declaration and generally consist of the space in the building that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor together with other items such as doors, windows, air conditioning compressors, and other items defined in Article V. of the Declaration.

Those portions of the Condominium Property that are not a part of the Units are called Common Elements. Generally these Common Elements consist or will consist of the land, the structural and exterior portions of the buildings, private drives, utility infrastructure serving more than one Unit, and exterior improvements. The Common Elements (except the Limited Common Elements) are for the sole and exclusive use, benefit, and enjoyment of the residents and are to be used in a manner in which such areas and facilities are ordinarily used.

Portions of the Common Elements are reserved for the exclusive use of the owners and occupants of a particular Unit. These areas are designated as Limited Common Elements. The Limited Common Elements appurtenant to each Unit consist of a front porch or stoop, and in some instances a side porch or balcony, a back porch, a small yard or patio area, a driveway, and the improvements within such areas (except for items that are a part of a Unit or utility lines that serve another Unit).

2. Association. The owners of each Unit in the Condominium are members of Prescott Place Condominium Owners Association (the "Association"), an Ohio non-profit corporation that is legally required by the Condominium Act. The Association was incorporated by the filing of Articles of Incorporation with the Ohio Secretary of State. In addition to being subject to the Declaration, each owner is also governed by the Association's bylaws which were recorded with the Declaration. The Association, through its Board of Directors (the "Board"), administers the Condominium.

3. Association Governance.

a. Board. The Board has the power and authority under Ohio law, including the Condominium Act, and the provisions of the Declaration and the Bylaws to govern the operation and management of the Association's affairs. Initially, three persons named by the

Developer as members of the Board (the "Directors") will make up the Board. However, no later than sixty (60) days after units to which 25% of the undivided interests in the Common Elements appertain, have been sold and closed, the Unit owners will meet and elect one Director to the Board to replace one of the initial Directors. No later than the earlier of five years from the date the Condominium was created or sixty (60) days after Units to which 75% of the undivided interests in the Common Elements appertain, have been sold and closed, the Unit owners will meet and elect three Directors to replace those Directors initially appointed or elected. The terms of the three Directors shall be staggered so that the term of one of the directors will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the Director whose term then expires shall be elected to serve a three-year term. Each Unit, other than the units in the Bush Manor, shall be entitled to one vote. Bush Manor south is entitled to three votes and Bush Manor North is entitled to two votes.

b. Professional Property Management. As is customary for many condominium associations, the Board may retain the services of a professional property management company ("Management Company"). The Management Company would assist in the day-to-day management of the affairs of the Association including, among other things, monitoring all maintenance activities, collecting all monthly assessments from Unit owners and maintaining all official financial documents.

4. Other. Every Unit owner should have received a copy of the Declaration and the Bylaws at or prior to the time of the closing of the purchase of their Unit. The Declaration and the Bylaws define the various components of the Condominium and set forth certain rights, duties, and responsibilities of the Unit owners, the Association, and the Board. Each Unit owner, occupant, and resident has the duty to understand and abide by the provisions of the Declaration and the Bylaws that have been established for the welfare and harmony of all residents, and for the benefit of the Condominium.

II. RULES AND REGULATIONS

The Condominium Act, the Declaration, and the Bylaws give the Board the power and authority to adopt and publish rules and regulations governing the use, operation, and maintenance of the Condominium Property, including but not limited to the Common Elements and Limited Common Elements and the personal conduct of Unit owners, occupants, and their guests. The Board has approved and adopted this handbook as the rules and regulations of the Association (the "Rules"). The Board also has the power and authority to establish and levy special individual Unit assessments as enforcement charges for the violations of the Rules. The Rules may be amended or modified from time to time by the Board without any prior notification to the Unit owners or prospective Unit owners who are under contract to close.

III. MAINTENANCE AND REPAIRS

The Association shall maintain, repair, and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common elements, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners, and chimneys, and the structural

portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof.

Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance, and replacement responsibility of all interior window frames, sashes, and jambs, and the hardware thereof. All window glass breakage, screens, and screen doors are the responsibility of the Unit owner. Maintenance and replacement of exterior window, window frames, doors and door frames are the responsibility of the Association. Also, the Association would have responsibility for glass replacement when damaged by the forces related to storm activity. All other glass replacement is the responsibility of the Unit owner.

In the event that a Unit owner shall fail to make a repair or perform maintenance required of that Unit owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit owner, occupant, or guest/invitee, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual unit assessment on the Unit owned by that Unit owner and on that Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

Please refer to Appendix A on Page 17 for a checklist of common maintenance responsibilities.

IV. CONDOMINIUM INSURANCE

The Association's Board has obtained insurance for all buildings and Common Elements, including the Limited Common Elements, against loss or damage by fire, lightning, and such other perils. In addition, the Board has obtained and is maintaining a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision.

It is the Unit owners' responsibility to obtain insurance for the interior of their Units and for the contents of their Units. To the extent that the Association's insurance covers permanent improvements and built-in fixtures, and equipment originally installed a part of the Unit, then the insurance obtained by the Unit owner with respect to improvements within his or her Unit shall be limited to tenants' improvements and betterments coverage. It is also the Unit owner's responsibility to obtain liability insurance covering occurrences within an individual Unit or that Unit's Limited Common Elements.

INSURANCE ITEM	UNIT OWNER	ASSOCIATION
Building Exterior		X
Common Element Liability		X
Structural Components		X
Interior Liability	X	
Personal Damage	X	
Auto Theft/Damage	X	

V. UTILITIES

Each Unit owner is responsible for the payment for gas, electric, cable and satellite television, internet access, telephone, security, and any other services provided to the owner's Unit and for calling to initiate service on the date of possession of the Unit. Water and Sewer are the only common utilities and payment for this service will be made by the Association.

VI. PETS

The Condominium Common Elements are for the enjoyment of all residents and these areas cannot be fully enjoyed if animal waste is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions contained in the Declaration:

1. Animals that have been defined as "vicious" or "dangerous" pursuant to law, animals prohibited by any federal, state, or local law, regulation, or ordinance, and any animals determined by the Board, in its sole and unfettered discretion, to be objectionable are specifically prohibited anywhere on the Condominium Property.
2. When outside of a Unit, all pets must be on a leash and are not permitted to be in the Common Elements or Limited Common Elements unattended.
3. No pet shall be tethered outside in the Common Elements or Limited Common Elements.
4. No animal pens or houses are permitted in or on the Common Elements or the Limited Common Elements.
5. Unit owners are responsible for promptly cleaning up after their pets and disposing of waste in an appropriate manner. Common Elements and Limited Common Elements must be kept clean and free of pet waste. Unit owners will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit owner's or occupant's pet(s). Unit owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the Condominium Property upon written notice by the Board.

6. Unit owners and occupants shall take action to prevent their pets from annoying others and from becoming a nuisance.
7. The cost of repairing damage done to the Common Elements and Limited Common Elements by a pet(s) will be a special individual unit assessment against the owner of the Unit responsible for the pet that caused the damage.
8. Pursuant to the provisions of the Condominium Act, the Declaration, Bylaws, and these Rules, owners will be assessed a special individual unit assessment in the form of an enforcement charge for violation of the Rules or the Declaration.
9. Pets may be ejected from the Condominium at the sole and unfettered discretion of the Board if they become a nuisance.
10. All pets shall have been licensed according to Franklin County regulations.
11. None of the following animals shall be kept by residents:
 - American Staffordshire Terriers, American Pit Bull Terriers, Staffordshire Bull Terriers, or other dogs commonly known as Pit Bulls;
 - Presa Canarios;
 - Wolf or Wolf hybrids;
 - Any dog of any breed or mixed breed which has been trained to attack persons, property, other animals, or any dog of any breed or mixed breed which has been trained to guard persons or property;
 - Any dogs of any breed or mixed breed used in any manner as a fighting dog or bred specifically for fighting;
 - Any dog with a prior history of causing bodily injury to a person, or attacking or biting another animal.

VII. PARKING VEHICLES

1. No trucks, no prohibited commercial vehicles, no boats, no trailers, no campers, and no mobile homes shall be parked or stored on any Common Elements or Limited Common Elements, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction, renovation, maintenance, or repair of Units, Common Elements, and Limited Common Elements or otherwise for providing commercial services to Unit owners on a temporary basis.
2. For the purpose of the Rules, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that weigh, fully loaded, more than 6,000 pounds; all vehicles that have a length of more than 21 feet; all vehicles that include any open exterior storage of tools or materials except no more than two (2) visible ladders, dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and "step vans" larger than one-ton capacity, full size cargo vans, pickup trucks larger than one-ton capacity, and semi-type tractors and trailers shall all be

considered in every instance to be a prohibited truck or a prohibited commercial vehicle. For the purpose of the Rules, the word "trailer" shall include a landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper, or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires, or other foundation

4. Any vehicle that is not validly licensed for operation on Ohio roads and highways shall not be parked or stored on any Common Element or Limited Common Element. Expired license plates must be replaced or renewed within one day of expiration or the vehicle will be subject to removal at the owner's expense.
5. No abandoned or inoperable vehicle of any kind may be parked on any Common Elements or Limited Common Elements. Inoperable vehicles must be parked wholly within the interior of a garage without interfering with the closing of the garage door.
6. Parking of vehicles is only permitted in garages or on the public streets, except as otherwise provided in the Rules.
7. No vehicle shall be parked on any unpaved area of the Condominium.
8. No vehicle may be parked on the private streets within the Condominium Property, except as otherwise provided in the Rules.
9. No repair work is permitted on vehicles on Common Elements or Limited Common Elements except for short term emergency work (flat tire, battery changes, etc.).
10. The changing and disposing of motor oil or other vehicular fluids is prohibited.
11. Nothing contained in the Rules shall prohibit the parking or storage in a garage of any vehicle, trailer, or boat that is parked or stored wholly within the interior of a garage without interfering with the closing of the garage door.
12. Any vehicle parked in violation of the Declaration or the Rules shall be subject to towing.
13. The speed limit within the Condominium is 5 miles per hour. Reckless operation, excessive speed, and driving on the lawn is prohibited. Reckless operation means operating a motor vehicle in any manner which is classified as reckless under any applicable traffic code, law, or ordinance of any governmental body having jurisdiction over the Condominium.

13. No visitor parking is allowed on any Common Elements, Limited Common Elements, or private streets within the Condominium Property for any period of time, except in spaces designated for visitor parking. Visitor parking is designated as the curb cuts in front of 1550 and 1558 Roxbury Road, each of which will accommodate two (2) vehicles, for a total of four (4) visitor parking spaces. Unit owners should ask their guests to properly park in the designated visitor parking spaces or on the village streets surrounding the complex. Because spaces designated for visitor parking are for the primary use of guests and service persons, Unit owners are required to use their garage or the village streets for parking their vehicles. No vehicle shall be parked in any designated visitor parking space for more than twenty-four (24) consecutive hours. When parking in a designated visitor space, care should be taken to use only half of the curb cut space (designed for two vehicles).

VIII. GARAGE DOORS

In order to maintain an orderly and harmonious appearance and for safety and security, garage doors are to be kept closed when the garage is not in use.

Operational maintenance of overhead garage doors is the responsibility of the Unit owner. Exterior painting of overhead garage doors is the responsibility of the Association.

Only Association approved garage doors can be installed. If it is determined that numerous garage doors are in need of replacement through normal wear and weathering, the Association will attempt to make arrangements for replacements throughout the complex.

IX. TRASH COLLECTION

1. Trash containers may be set out **after** 5:00 p.m. on the day preceding collection and must be put away as soon as possible and not later than 9:00 p.m. on the day of collection. Trash containers, when not set out for collection, must be kept inside the garage.
2. Residents are responsible for cleaning up trash spillage from their containers.
3. Trash collection and recycling is provided by the Village of Marble Cliff. Refuse pickup day for the Village of Marble Cliff is Friday. The only exception is when a holiday falls on a Friday; then refuse is picked up on the following Monday.
4. Recycling material pickup day for the Village is also on Friday. There are two exceptions: (i) when a holiday falls on a Friday, then recycling is picked up on the following Monday; and (ii) usually, after the Thanksgiving holiday, recycling is also picked up on the following Monday. Please visit the Village of Marble Cliff office to pick up the necessary information concerning recyclable materials or visit www.marblecliff.org for additional information and changes.

X. SOLICITATION, GARAGE, AND YARD SALES

Solicitation, garage sales, and yard sales are not permitted within the Condominium.

XI. SIGNS

No sign of any kind shall be displayed in view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common elements, provided they are approved by the Board, in its sole and unfettered discretion; and (ii) Prescott Place "For Sale" signs to be used by Unit Owners or by realtors with a listing in the Condominium complex are to be purchased from the vendor currently approved by the Board and shall be produced according to the Board's specifications. It is required that both the sign and frame be purchased from said vendor. The sign shall be 18" x 24" and have space for the name of the real estate company, agent and contact number. There are to be no alterations or additions to the sign; simply provide the above information. No more than one sign shall be displayed per Unit. The sign shall be displayed on the common elements adjacent to the front entrance of the Unit."

The current company that is approved by the Board is Signs by Tomorrow, Mike Bambeck, owner, 2760 Festival Lane, Dublin, OH, 43017, [sbt-dublin@mindspring.com](mailto:sbtdublin@mindspring.com), 614-766-1000. I can share with you a picture of what the sign would look like. Unit Owners wanting a sign should send an email entitled "Prescott Place Sign Needed" to the vendor.

XII. SATELLITE DISH GUIDELINES

1. An "Exterior Building Improvement Application" must be submitted to the Board before installation work is performed on any satellite dish. Applications must specify where such dish will be installed.
2. The dish cannot be greater than twelve inches in diameter either round or oblong.
3. A licensed installer must perform the installation. Proof of insurance and a copy of the license of the installer must be submitted with the above referenced application.
4. No wires can be left lying on the ground in any Common Elements or Limited Common Elements. The installer must contact Ohio Utilities Protection Service (OUPS) before work is performed if any digging is needed for the installation.
5. The Unit owner is responsible for any damage to Common Elements and Limited Common Elements due to the installation of a satellite dish. This includes, but is not limited to, leaks to the Unit, landscape damage, and damage to the exterior esthetic of a Unit.

6. No satellite dish shall be installed in a manner or at a location that the Board, in its sole and unfettered discretion, finds objectionable.

XIII. RENTAL/LEASING

No Unit, or part thereof, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which applicants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, or any similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease/rental may be for less than an entire Unit, and no lease shall have a term of less than one year.

Any lease/rental shall be evidenced by an agreement in writing. The lessee must be a natural person. The lease/rental agreement shall provide that the lease/rental shall be subject in all respects to the provision of the Declaration, and to the Rules promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Declaration and the rules shall be a default under the lease. Prior to the commencement of the term of any lease/rental, a written application in the form supplied by the Management Company shall be completed in full and submitted to the Management Company and the Board.

XIV. RESIDENTIAL USE

Except as otherwise specifically provided in the Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, or sorority house, or any similar type of lodging, care, or treatment facility. Notwithstanding the foregoing, an occupant maintaining a personal, business, or professional library, keeping personal, business, or professional records or accounts, or conducting business (provided that such use does not involve customers, employees, licensees, or invitees coming to the Unit), making professional telephone calls, or computer use or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

XV. OFFENSIVE ACTIVITY

No noxious, offensive, or abusive or harassing activity or behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements, or Limited Common Elements, nor shall any Condominium Property be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb any occupant, or which might intimidate or interfere with the activities of any occupant or representative of the Association or the Management Company, or their licensees or invitees. No nuisance, unlawful, or unreasonably disturbing noise or behavior is permitted anywhere within the Condominium Property.

XVI. ARCHITECTURAL CONTROL

1. No building, fence, wall, sign, or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration be made, until the plans and specifications showing the nature, kind, shape height, materials, color , and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion.
2. Nothing visible to the exterior shall be permitted to hung, placed, displayed, painted, or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by the Rules.
3. No trees or shrubs may be planted, transplanted, or removed without prior written approval of the Board. Before adding trees, shrubs, or any other permanent landscape material in the Common Elements or the Limited Common Elements, detailed plans must be submitted in advance to the Association Landscape Committee, which will in turn submit them to the Board for written approval, which may be either granted or denied by the Board, in its sole and unfettered discretion.
4. All requests must be submitted in writing.
5. Nothing shall be done in any Unit or in or to the Common Elements that would impair, weaken, or damage the structural integrity or would structurally change any of the buildings that are a part of the Condominium Property.

XVII. SCREEN DOORS

Only screen doors preselected by the Condominium developer are allowed on the side or back doors of the Units. No screen or storm doors are allowed on the front door of any Unit. Any variation of screening for the front door of any Unit requires a written request to the Board for written approval, which may be either granted or denied by the Board, in its sole and unfettered discretion.

XVIII. DOORS, WINDOWS AND WINDOW COVERINGS

Window coverings, whether draperies, blinds (vertical or horizontal), or valances must be white, off-white, beige, or a similar shade on the exterior side. All window coverings must be of a kind that are manufactured or made specifically for that purpose. Only doors and windows preselected by the Condominium developer are allowed on the exterior of the Units. No screen or storm doors are allowed on the front door of any Unit. Any variation of screening for the front door of any Unit requires a written request to the Board for written approval, which may be either granted or denied by the Board, in its sole and unfettered discretion.

Should doors or windows need to be replaced, they must be replaced with products preselected by the Condominium developer, as follows:

Windows:

- Manor House: Pella Architect Series
- All other Units: Pella Designer Series 2005-2019 White exterior (this is no longer in production and has been replaced by the Pella Lifestyle Series)

Entry Doors:

- Manor House: Custom-made doors
- All other Units: ThermaTru Classic Craft Founders Collection, Mahogany grain, Raven stain color.

Patio Doors:

- Manor House: Pella Architect Series 3
- All other Units: Pella Proline White exterior or Pella Designer Series 2005-2019 White exterior (neither of these remain in production and have been replaced by the Pella Lifestyle Series)

Unit Owners are required to submit the preselected replacement product to the Board for review and approval prior to installation to ensure that the design options presented are consistent with the product that is being replaced (e.g., glass pattern in entry door, pane pattern in windows). In the event that a Unit Owner wants to use a different product from those stated above (or if the products stated above are no longer available), the Owner must submit a request to the Board for written approval, which may be either granted or denied by the Board, in its sole and unfettered discretion.

XIX. WATERING OF LAWN AREAS

The common Element lawns are maintained by a landscaping company hired by the Association. During the summer months, Unit owners may help water the trees and shrubs around their Unit. Hose reels and hoses must be stored out of sight when not in use and must be stored inside for the winter.

XX. DAMAGE

Unit owners are fully responsible for all replacement, maintenance, and repair costs resulting from damage to the Common Elements, including Limited Common Elements, caused by negligent or intentional acts by the Unit owner, residents, or occupants of a Unit, or any guest/invitee of any Unit owner or occupant. If such repair is not made within a timeframe and in a manner deemed necessary by the Board, repair deemed necessary by the Board in its sole and unfettered discretion, will be made by the Association and charged to the Unit owner accordingly. All repairs must be made by Board approved contractors.

XXI. PERSONAL PROPERTY

All personal property of an occupant must be placed inside the Unit, in the garage, or on the Limited Common Elements when not in use.

XXII. FLAGS

Subject to applicable laws, flags are not permitted on the exterior of any Unit or any of the Common Elements, including Limited Common Elements; provided, however, that there will be a flagpole in the Common Elements displaying the American flag. No one is permitted to add or remove a flag from the Common Elements flagpole other than the Board.

XXIII. HOLIDAY DECORATIONS

An appropriate and tasteful display of decoration, not causing damage to the Common Elements, including Limited Common Elements, may be displayed on or immediately around the porches and patios of a Unit during a holiday season. Nothing shall be displayed on a lawn, roof, or other area designated by the Board unless approved by the Board, in its sole and unfettered discretion. Each Unit owner is responsible for any damage or injury caused by his/her holiday decorations.

Holiday decorations may not consist of any decorations determined by the Board, in its sole and unfettered discretion, to be inappropriate or otherwise objectionable.

Christmas decoration may be displayed from the day after Thanksgiving through January 10 of each year. All other holiday decorations may be displayed ten (10) days prior to a holiday and must be removed within seven days after a holiday.

XXIV. GRILLING ON PATIOS AND PORCHES

The cost of repair or replacement of any Unit or Common Elements, including Limited Common Elements, caused by the use of grills is the Unit owner's responsibility. Grilling should be done on the Limited Common Elements. If a grill is stored on Limited Common Elements, it must have a clean appearance and be covered while not in use.

XXV. FLOWERS AND FLOWER POTS

1. A maximum of two (2) flower pots are permitted on a front porch. Pots may not be placed in any lawn area. Flowers or flower pots that are deemed by the Board, in its sole and unfettered discretion, to be objectionable are not permitted.
2. Flower pots may not be hung from the soffits, gutters, or columns or planted around any tree.
3. No vegetable gardens are permitted.

XXVI. SNOW AND ICE REMOVAL

Snow removal from the driveways and walkways of the Common Elements will be arranged by the Association.

1. Snow removal shall be undertaken only where there has been an actual snow accumulation of at least 2 inches, including accumulations occurring over any period of subsequent days.
2. The application of chemical de-icing agents should not be a substitute for snow shoveling, snow plowing or snow blowing sidewalks, porches, patios or driveways or the common mail box area.
3. The application of chemical de-icing agents may be appropriate over sidewalks, porches, patios, driveways and common mailbox area in the event of an ice storm. In addition, there are areas of the condominium sidewalks, driveways, porches, patios and the common mailbox area that are particularly subject to ice formation. For example, in the event of a 1" snowfall melting then turning to ice and repeating the next day and turning to ice or a heavy snow that has been plowed and then turns to ice. Consequently, chemical de-icing agents may be applied to such areas.
4. If pretreatment with a chemical de-icing agent is recommended by the landscaping contractor, prior approval of the Management Company is required in each such instance.

5. The Management Company should have full responsibility for snow and ice removal and be guided by its own experience, professional expertise and judgment as to when and where chemical de-icing agents should be used.
6. Since snow and ice is unavoidable in Marble Cliff, Ohio during the winter season, the Association urges all Prescott Place owners and their visitors to exercise great care and caution whenever walking or driving on our condominium property during times when snow or ice may be present.

During the winter months, the snow removal contractor may place short, green snow stakes in the ground to help guide its vehicles when the ground is covered with snow. The snow stakes will be removed for the spring, summer, and fall months.

XXVII. PROHIBITED ITEMS

1. The following items, though not all inclusive, will be strictly prohibited in any Common Elements, except any Limited Common Elements, unless prior written approval is granted by the Board, in its sole and unfettered discretion: any type of statue, statuette, yard or lawn ornament, artificial flowers, bird feeders or bird baths, ornamental rocks or stones, swing sets, mounted hose reels, laundry poles/clothes lines, or other such items. Also prohibited are wind chimes or any other decorative item that creates noise.
2. In an effort to create a comfortable and pleasing environment for all of the residents, items that create noise or are inconsistent with the architecture or pleasing appearance of the Common Elements and Limited Common Elements may also be prohibited by the Board in its sole and unfettered discretion, if such items are deemed to be offensive by the Board.

XXVIII. WINDOW AIR CONDITIONERS

Window air conditioners are prohibited.

XXIX. MOVING AND CONVEYANCE RESPONSIBILITIES

It is the Unit owner's responsibility to notify the Association in writing, no later than five (5) days after transferring title to or possession of that owner's Unit and make certain all condominium assessments and fees are current. It is also the Unit owner's responsibility to provide copies of the Association's Declaration, Bylaws, and the Rules to each new Unit owner.

Pursuant to the provisions of the Condominium Act and the Bylaws, each owner of a Unit shall provide to the Association, in writing, within thirty (30) days after acquiring a Unit, (i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit owner and all occupants of the Unit and (ii) the name, business address, and business telephone number of any person who manages an owner's Unit as an agent of that owner.

A Unit owner shall notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

XXX. ASSOCIATION ASSESSMENTS AND COLLECTION POLICIES

1. Obligation. Pursuant to the provisions of the Condominium Act and the Declaration, each Unit owner by acceptance of a deed to a Unit agrees to pay to the Association operating assessments (normal condominium fees), special assessments for capital improvements, and special individual unit assessments as deemed necessary by the Board. These assessments shall be used exclusively to promote and provide for the health, safety, and welfare of Unit owners and occupants and for the best interests of the Condominium Property.
2. Due Dates; Late Charges. Association operating assessments are payable to Prescott Place Condominium Owners Association or the Management Company on the first of each month and shall be considered late if not received on or before the tenth (10th) of the month in which the assessment is due. Payments should be sent in with the remittance coupon and envelope provided by the Management Company. A late charge of \$20.00 will be added to any account delinquent after the tenth (10th) of the month. Direct pay for Association dues is available through the Management Company. Unit owners may contact the Management Company directly for information and application materials. Please refer to page 17 for contact information.
3. Returned Checks/NSF. Any check returned for non-sufficient funds (NSF) will be:
 - (i) Charged back to the individual's account.
 - (ii) Subject to a \$35.00 handling fee charged to that account.
 - (iii) Held until a replacement check has been cleared for payment.

NSF checks will not be re-deposited.
4. Delinquency Policy for Fees and Assessments. The Association's general policy for the collection of delinquent assessments shall be as follows:
 - (i) Upon ten (10) days delinquency, a delinquency notice will be sent by the Management Company and Unit owner's account will be assessed a \$20.00 late charge per month for each month that the fee/assessment is delinquent.

(ii) Upon thirty (30) delinquency, the Association's attorney will send a demand letter to a delinquent Unit owner. The delinquent Unit owner shall be assessed for the cost of the demand letter, including attorney fees.

(iii) The Association will file a lien against a Unit owner's Unit if the Unit owner's account is more than ninety (90) days delinquent. The delinquent Unit owner's account will be charged for fees incurred when a lien is filed, including attorney's fees. Once a lien is filed, it will not be released until such time as the owner's account is paid in full.

(iv) After a lien is filed, the Association may initiate a foreclosure action against a Unit and a Unit owner. Any additional costs or attorney fees incurred will be added to the delinquent Unit owner's account and will be recouped by the Association after adjudication or settlement.

The foregoing notwithstanding, the Board shall have the authority, in its sole and unfettered discretion, to deviate from the foregoing collection policy and take any action permitted under Ohio Law, the Condominium Act, the Declaration, the Bylaws, and the Rules.

XXXI. RULES ENFORCEMENT SANCTIONS AND PROCEDURES FOR VIOLATIONS

1. SANCTIONS

a. Special Individual Unit Assessments

Subject to the provisions of the Declaration, Bylaws, and Rules, and in addition to any other action permitted, the Board may levy a special individual unit assessment of up to \$50.00 for a violation of the provisions of the Declaration, Bylaws, or the Rules. If there is a subsequent violation, the Board may levy a special individual unit assessment of up to \$100.00 for each subsequent occurrence.

(i) The Board may suspend a special individual unit assessment if it determines that the special individual unit assessment would not be fair under the circumstances.

(ii) The special individual unit assessment shall be added to the Unit owner's account.

(iii) The levying of any special individual unit assessment shall not relieve any party of liability for damage that might have resulted from any violation.

b. Suspension of Voting Privileges

The Board may suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association. The Board may also suspend voting rights notice and hearing, as provided for herein, for a period not to exceed sixty (60) days for each infraction of these Rules or of any provisions of the Declaration or Bylaws. The suspension of voting rights may be imposed for all Units owned by the violator, regardless of the number of Units involved in the violation, and may be enforced by the Board using any legal means available.

c. Legal Action

The imposition of any other sanction shall not limit the right of the Board at any time to seek and obtain such remedies as may be available by law for such violation.

2. HEARING PROCEDURES

Prior to the imposition of a special individual unit assessment to enforce the Rules (other than with respect to the imposition and collection of utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees) or the suspension of voting rights for violation of the Rules, the following procedures shall be followed:

- a. The Board or the Management Company shall give the Unit owner or owners who allegedly violated the Rules or the Declaration written notice by personal delivery, by certified mail, return receipt requested, or by regular mail of the proposed assessment. The written notice shall include:
 - (i) A statement of the facts giving rise to the proposed special individual unit assessment, including, if applicable, a description of the property damaged, or the violation of the restriction, rule, or regulation allegedly violated;
 - (ii) The amount of the proposed special individual unit assessment;
 - (iii) A statement that the Unit owner has a right to a hearing before the Board to contest the proposed special individual unit assessment by delivering to the Board a written notice requesting a hearing within ten (10) days after the Unit owner receives written notice of the proposed special individual unit assessment; and
 - (iv) In the case of a special individual unit assessment for a violation of the provisions of the Declaration, Bylaws, or the Rules, a reasonable date by which the Unit owner must cure the alleged violation to avoid the proposed special individual unit assessment.

- b. If an owner fails to timely request a hearing as provided herein, the right to that hearing shall automatically be deemed to have been waived and the special individual unit assessment will be immediately imposed.

- c. If an owner timely requests a hearing as provided herein, the Board shall, at least seven (7) days prior to the hearing, provide the owner with a written notice including the date, time, and location of the hearing. The hearing shall be held in executive session of the Board and the Unit owner and the Board shall be permitted to present evidence at the hearing. In the event after such hearing the Board determines to levy the special individual unit assessment proposed, the Board shall deliver to the Unit owner written notice thereof within thirty (30) days of the date of that hearing.

APPENDIX A

CHECKLIST OF COMMON MAINTENANCE RESPONSIBILITIES

MAINTENANCE REQUIRED		OWNER	ASSOC.
Chimneys	Vents & dampers within units	X	
	Exterior siding, exposed flue, flashing		X
Doors	Weather stripping, storms, screens	X	
	Garage & entry doors – repair & replacement	X	
	Exterior painting & maintenance		X
Foundation walls, Footers, Drains			X
Garages	Structural maintenance		X
	Siding, trim, door (surface finishing)		X
Heating & Air Conditioning Systems		X	
Landscape	Care & replacement of patio shrubbery & plantings installed by homeowner	X	
	Care of lawns, shrubbery, trees		X
Light fixtures	Exterior (installed on building)		X
	Light bulbs	X	
Painting	Entry & garage doors		X
	Building exterior		X
	Exterior color selection		X
Pipes	Interior personal gas, water, & sewer-servicing one Unit	X	
	Interior personal gas, water, & sewer-servicing more than one Unit		X
Property damage within a unit		X	
Road and Parking area pavement			X
Roofs	Shingles, flashing, gutters, downspouts		X
Snow Removal	Roads, driveways, walks, front stoops		X
Walks	Maintenance of sidewalks		X
Walls	Interior maintenance	X	
	Exterior structural maintenance		X
Windows (exterior)	Glass, screens, storms, frames and replacement	X	
	Exterior frames – painting & maintenance <u>only</u>		X
Wiring	Interior electrical & telephone-servicing one Unit	X	

NOTE: This list is not intended to be all inclusive.
Please call the Management Company for further information.
Refer to warranty manual for specific items.

APPENDIX B

Telephone Numbers

Management Company:

KOHR ROYER GRIFFITH (KRG)

Office & After Hours	614-228-5547
Jennifer Koval	614-255-9210
Steve Hess	614-255-9211

POLICE/FIRE DEPARTMENT

Emergency	911
Police: Non-emergency	614-488-7901
Fire: Non-emergency	614-488-5904

VILLAGE OF MARBLE CLIFF

www.marblecliff.org	614-486-6993
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