

Villages of Morningside I

A Senior Living Community

Mallory Station Road at Sunrise Circle
Franklin, Tennessee 37067

Important Owner Documents

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

IMPORTANT OWNER DOCUMENTS

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Original Rules and Regulations dated April 14, 1997

Amended and Restated Bylaws dated May 30, 2003

Amendment to Amended and Restated Bylaws dated April 30, 2007

Original Master Deed dated July 15, 1996

Amended Master Deed dated April 14, 1997

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

DEFINITIONS

Subject to the definitions contained in Section 66-27-102 of Tennessee Code Annotated, as amended from time to time, the following definitions shall apply for purposes of the interpretation and application of the provisions of the Bylaws, as amended, Rules and Regulations, Master Deed, as amended, and these Policies of Villages of Morningside (Phase One, Lot 4), a Senior Living Community, sometimes also known as Villages of Morningside I and the Villages of Morningside I Homeowners Association.

“Apartment”, “condo”, “unit”, “apartment unit” and “condominium unit” shall mean an individual apartment or unit intended for independent use in the Condominium or Horizontal Property Regime described in the documents referred to above.

“Condominium” means the Horizontal Property Regime established to own the property located on Mallory Station Road at Sunrise Circle, Franklin, Williamson County, Tennessee, submitted to the provisions of Chapter 27 of Title 66 of Tennessee Code Annotated by a Master Deed and Amended Master Deed recorded in the Register’s Office of Williamson County, Tennessee recorded in Book 1422, Page 527 and Book 1511, Page 765, respectively, and a Quitclaim Deed Conveying Common Area recorded in Book 3575, Page 664 in the Register’s Office of Williamson County, Tennessee, such Horizontal Property Regime having been originally named Villages of Brentwood Pointe (Phase One, Lot 4) in the Master Deed which name was subsequently changed to Villages of Morningside (Phase One, Lot 4), a Senior Living Community, sometimes also known as Villages of Morningside I.

“Co-owner, owner, homeowner, and resident” shall mean a natural person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns an apartment or apartments within the Condominium. In the case of an owner who is not a natural person, such terms shall include an owner, officer, partner or trustee of a legal entity. Such representative or representatives of the owner who is not a natural person shall be designated in writing to the Board of Managers upon request and, in any event, within sixty (60) days after such legal entity acquires ownership of the apartment.

“Occupant” shall mean a natural person who regularly and permanently resides in a unit. The Condominium being a “55 and older community.” (see 42 U.S.C.A. Section 3607, at least one occupant of all units shall be fifty-five (55) years of age or older, unless such requirement is waived by the Board of Managers. No waiver shall cause fewer than eighty percent (80%) of the occupied units to be occupied by an occupant who is fifty-five (55) years of age or older.

“Villages of Morningside I Homeowners Association” or “Association” means the organization established by a Master Deed and Amended Master Deed recorded in the Register’s Office of Williamson County, Tennessee in Book 1422, Page 27 and Book 1511, Page 765, respectively, which is governed by said Master Deed and Amended Master Deed and the Amended and Restated Bylaws recorded in Book 2866, Page 973 in the Register’s Office of Williamson County, Tennessee,

and the Rules and Regulations and Policies adopted from time to time by the Board of Managers of the Association, such Association having been incorporated as "Morningside Phase I Home Owners Association" on March 13, 2012, as a Tennessee Nonprofit Corporation. The Association may sometimes be referred to as the Condominium.

June, 2018

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

In accordance with Article V, Section 14 of the Association Bylaws, the following policy shall apply to any additions, alterations, or improvements performed on a unit.

A homeowner, PRIOR TO THE COMMENCEMENT OF WORK, shall request approval of the Board of Managers for any planned alterations, additions or improvements to his/her unit that entails the removal of sheetrock, studs, or in-wall electrical or plumbing, or that otherwise might affect the structural integrity of the unit by submitting the following:

1. A Request for Action including a written proposal that describes in detail the work to be performed (drawings and specifications may be required);
2. Certification by the homeowner that the contractor performing the work, if any, is licensed and bonded to perform the work; and
3. Certification that the proposed work does not compromise or otherwise affect the structural integrity of the unit.

A form of Request for Action is at Pages 5-6.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

REQUEST FOR ACTION (PAGE 1)

SIGN AND DELIVER TO THE PROPERTY MANAGER OR TO A BOARD MEMBER

DATE OF REQUEST: _____

UNIT OWNER(S) NAME(S): _____

UNIT NUMBER: _____

By submission of this request, the above-named owner(s) requests approval by the Board of Managers of the following:
(Please describe the action you are proposing to take)

CERTIFICATION

The undersigned homeowner(s) hereby certifies as follows:

1. The contractor, if any, engaged to perform the work outlined above is licensed and bonded to perform the work;
and
2. The work proposed will not compromise or otherwise affect the structural integrity of the unit.

Signature of homeowner(s)

Board Action: Date: _____ Approved: _____ Disapproved: _____ Deferred: _____

NOTE: Board approval of alterations, additions, or improvements of units and/or common areas is contingent upon the understanding that the owner has sole responsibility for the cost, installation, and continued maintenance of said improvement and must adhere to the requirements set forth in the By-laws, Rules and Regulations and Policies of the Association concerning owner responsibilities and procurement of necessary permits.

Board Comments, if any: _____

Signature of Board Member and Date

June, 2018

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

REQUEST FOR ACTION (PAGE 2)

GENERAL CONTRACTOR: _____

SUB CONTRACTOR, IF ANY: _____

PROPOSED CONSTRUCTION DATES: BEGIN: _____ END: _____

ESTIMATED LENGTH OF TIME OF CONSTRUCTION: _____

COPY OF PLANS SUBMITTED: YES _____ NO _____

TYPE OF ACTION: (example: bath, patio cover, flower beds, etc.)

LOCATION OF CONSTRUCTION: _____

TYPE OF MATERIALS TO BE USED: _____

PLEASE USE SPACE BELOW TO ADD ANY ADDITIONAL COMMENTS OR A DIAGRAM OF THE PROPOSED ALTERATIONS, ADDITIONS OR IMPROVEMENTS

IF NOT CONSTRUCTION:

DESCRIPTION OF PROJECT: _____

LOCATION OF PROJECT: _____

IF FLOWER BEDS, HAVE YOU REVIEWED LANDSCAPE GUIDELINES? YES _____ NO _____

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

AWNING REQUIREMENTS

PRIOR TO INSTALLING OR REPLACING AWNINGS ON THE UNITS, THE HOMEOWNER MUST OBTAIN APPROVAL OF THE BOARD OF MANAGERS BY SUBMITTING THIS FORM.

AWNINGS—FABRIC

Four colors are allowed, as follows:

1. Off White
2. Slight Beige
3. Beige
4. Brown

AWNINGS—HARD COVER

The general overall architectural appearance of the awning or awnings is to be consistent and harmonious in color, material and design with the carport cover and the exterior of the unit.

CERTIFICATION OF HOMEOWNER

I, _____, the homeowner proposing to install or replace awnings on my unit, and I certify that I have read and understand, and agree to comply with, the above requirements for my awnings. I acknowledge that I am responsible for all maintenance of my awnings, and for any unusual or accelerated maintenance needs of the unit as a result of the addition or replacement of the awning itself (for example, through-wall water intrusion caused by awning installation). I agree to make no changes other than those indicated above without first obtaining approval of the Board of Managers.

UNIT NUMBER: _____
Signature of Homeowner

RECEIVED: _____ DATE: _____
Member, Board of Managers

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

CLUBHOUSE USE

The Villages of Morningside 1 Clubhouse is to be used for functions open to all members of the Morningside 1 community, rentals to individual Morningside 1 members, and business matters of its HOA. Only homeowners/residents of Morningside 1 are permitted to reserve the facility for private use and the owner/resident must be in attendance during the entire time of its use. There is to be NO outside or commercial rentals. *Any exceptions require approval of the Board of Managers.

At the time the reservation is made, a reservation and use fee is required. Following are the present charges; however, this fee schedule is subject to change. 1 to 40 attendees \$35.00; 41 to 70 attendees \$55.00, and 71 to 100 attendees \$80.00. THE CLUBHOUSE CAPACITY IS 100! A security deposit of \$100.00 is also required. TWO separate checks are requested for the fee and the security deposit; both checks should be payable to Villages of Morningside 1. The deposit will be refunded if the facility is clean and undamaged after use. A checklist and hold harmless agreement form must be signed when reserving the Clubhouse. This is to protect the Association and the owner/resident making the reservation. The checklist must be completed following the use of the facility and signed again by the owner/resident making the reservation or his/her designee. The reservation coordinator will make an inspection, and, if all is found in satisfactory condition, the security deposit check will be refunded. Should cleaning or repairs be necessary which exceeds the amount of the deposit, the owner/resident reserving the Clubhouse will be billed for any additional cost incurred. The reservation and use fee will be refunded if the reservation is cancelled before the date for which the facility is reserved. ANY EXCEPTION REQUIRES APPROVAL OF THE BOARD OF MANAGERS. *No fees are required for functions sponsored by the Board of Managers, community social events, or events sponsored by individual owner/residents of units that are open to all owner/residents of the Villages of Morningside 1.* *When no fee is charged, ALL paper, food, and drink containers MUST be removed including restroom paper products. Should these conditions not be met, a fee will be incurred.

An additional reservation fee will be charged when the Clubhouse's china is used. Rental of the 48 piece china set, glasses, and silverware is \$15.00 with the owner/resident responsible for washing and returning it to the storage space AND replacing any broken pieces. If the dishwasher is used, stay with it throughout the entire cycle! If the Clubhouse's tablecloths are used, they must be laundered and replaced on hangers in the closet. If not laundered, the owner/resident reserving the facility shall pay the laundry charges to have the tablecloths laundered plus a \$25.00 fee.

The Clubhouse is a smoke-free facility. No type of open flames will be permitted in any part of the Clubhouse. *Small candles on cakes are the exception. Smoking is permitted only outside the facility, and discarded materials MUST be placed in the appropriate containers. Entry into the Clubhouse from the pool area in wet attire is not allowed. No boisterous, rowdy, noisy, or unruly conduct is permitted. RESERVATION OF THE CLUBHOUSE DOES NOT INCLUDE THE EXCLUSIVE USE OF THE POOL. Decorations are limited to the interior of the Clubhouse and shall not be attached to the wall by nails, staples, tape, or any other materials that will damage the facility.

There is a reservation coordinator and a Board member assigned to the Clubhouse. If these people are not known to you, please contact a current Board member for their names and phone numbers. These people must be consulted before your concerns can be addressed. The current property management company may also be contacted with your questions.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

CLUBHOUSE RESERVATION FORM AND HOLD-HARMLESS AGREEMENT

THE CLUBHOUSE WILL NOT BE CONSIDERED "RESERVED" UNTIL THIS FORM HAS BEEN COMPLETED AND THE RESERVATION AND USE FEE AND SECURITY DEPOSITS HAVE BEEN RECEIVED BY THE RESERVATION COORDINATOR.

OWNER/RESIDENT: NAME: _____ UNIT NUMBER: _____

TELEPHONE (HOME): _____ CELL: _____

DATE TO BE RESERVED: _____ TIME: START: _____ END: _____

DESCRIPTION OF EVENT: _____

IS EVENT OPEN TO ALL MEMBERS OF ASSOCIATION? YES: _____ NO: _____

NUMBER OF PARTICIPANTS EXPECTED: 1 TO 40 41 TO 70 71 TO 100 (CIRCLE ONE)

AMOUNT OF RESERVATION FEE: \$35 \$55 \$80

The key to the Clubhouse and the China Closet (if reserved) will be issued the day of the event. Prior arrangements may be made to get the key for set-up the day before the event, depending upon Clubhouse availability.

AGREEMENT

The undersigned applicant agrees to forever release, discharge and hold harmless the Villages of Morningside I Homeowners Association, its Managers, employees, contractors and agents from any and all claims, demands, liabilities and actions, including all costs and reasonable attorney fees, which may be sustained or incurred by the applicant and/or his/her guests or other during the time of applicant's use of the Clubhouse. I acknowledge that I am responsible for my actions and those of my guests, family and others who have access to the Clubhouse during the time of my reservation.

Signature of Applicant Owner/Resident Date: _____

Make checks payable to Villages of Morningside I HOA

Reservation form and use fee received by: _____ Date: _____

Security deposit received by: _____ Date: _____

Clubhouse checked and security deposit returned or deposited by: _____ Date: _____

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VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

CLUBHOUSE CHECKLIST

Please complete the following checklist and return along with the Clubhouse key to Clubhouse Coordinator.

- Do NOT use fireplace
- Sweep and spot clean kitchen and bathroom floors as needed (broom and mops in kitchen closet)
- Wipe bathroom sinks and toilets with disinfectant wipes (wipes are in both bathrooms)
- Check that bathroom tissue and paper towels are in holders (supplies in hall closet)
- Clean all kitchen counter tops, sink and stove (including oven, if used)
- Bag *ALL* trash & place in brown wooden trash bin located *OUTSIDE* to the right of the pool area
- Put clean plastic trash bags in both cans in kitchen (bags in the kitchen closet)
- Vacuum carpet and rugs (vacuum in hall closet)
- Dry mop foyer floor

- Clear all tabletops/furniture of food particles and watermarks
- Clean up any debris on the front walk and patio area
- Return furniture (indoor & outdoor) to original arrangement
- Wash and return china to locked pantry; replace and report any damage (if china is rented)
- Check to ensure ALL windows and doors are closed and locked; close drapes
- Return thermostats to posted temperature
{If you change the thermostat in the living room, please change the one in the hallway near the library. And then be sure to put them back on the suggested temperature}.
- Turn off all lights, inside and out
- Lock Clubhouse and Return Clubhouse key and Checklist to Reservation Coordinator

The Clubhouse must be left ready for the next rental. If you fail to comply with the above, your \$100 deposit check WILL NOT be returned. It will be used to hire someone to come in and clean.

Inspection completed: _____

Deposit check returned: Yes: _____ No: _____

Signature of applicant/homeowner/resident

Signature of Reservation Coordinator

Date: _____

Date: _____

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VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

CONTROL OF PETS

1. County Regulation. Article V, Section 12(d) of the Association Bylaws includes the following: "All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with." Franklin's Board of Mayor and Aldermen adopted Ordinance No. 2011-16, Section II on July 12, 2011 as follows: "The provisions of the rules and regulations pertaining to Regulation of Dogs and Cats in Williamson County, Tennessee, County Resolution No. 6-10-7, as adopted by the County Commission of Williamson County, Tennessee, on June 21, 2010, as may be amended, is adopted by reference in its entirety as if fully set forth herein."

The pertinent section of the Regulations includes the following, which shall apply in Villages of Morningside I:

(a) **Running at Large Prohibited.** It shall be unlawful for any owner, as defined herein, or other person who has control or custody over a dog, whether such control or custody shall be temporary or otherwise, to allow a dog to run at large.

(b) **"Running at Large"** shall mean a dog that is off the premises of the owner and that is not under the control of an owner by leash as defined herein (other than dogs within the confines of an authorized Dog Park.)

(c) **"Leash"** shall mean any cord, chain, rope, thong or other device affixed to a dog or cat and used by the owner to restrain the movement of the dog or cat, which cord, chain, rope, thong or other restraining device is no greater than fifteen feet in length.

2. Cleaning up after pets. The unit owner shall be responsible for cleaning up or assuring the cleaning up after pets residing in or visiting the unit, whether the pet is owned by the unit owner or is a guest of the unit owner.

3. Number of Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept in or about any Unit, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) except upon approval of the Board, may be kept in a Unit. However, those pets that, in the sole discretion of the Association, cause a danger to the health of the Unit owner or any other person, make objectionable noise, or constitute a nuisance or inconvenience to the occupants of other Units shall be immediately removed upon request of the Board.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

ELECTRIC/SOLAR ATTIC EXHAUST VENT FANS

A roof-mounted residential unit Electric/Solar Attic Fan is approved for installation at the Villages of Morningside I, subject to the following conditions:

1. A Request for Action shall be filed with the Board of Managers, setting forth the work to be done, the name of the contractor and other pertinent action, PRIOR TO THE INSTALLATION OF THE EXHAUST VENT FAN.
2. The Electric/Solar Fan must be installed on the patio side of the roof.
3. Any roof damage and/or subsequent water leakage or other consequential resulting damage of any type caused by the installation or operation of the Electric/Solar Fan will be the sole responsibility of the unit owner.

CERTIFICATION

I am the homeowner of Unit ____, and I have read, understand, and agree to comply with the above requirements for installing an Electric/Solar Attic Exhaust Fan. I acknowledge that I am responsible for all maintenance of said fan and for any unusual or accelerated maintenance needs of the condo as a result of the addition of the fan itself (for example, through-ceiling intrusion caused by the fan installation). I will make no changes to the roof of the Unit other than those indicated above without first obtaining approval from the Board.

Signature of Homeowner

Date

Signature of Board Representative

Date

June, 2018

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

ESTATE/MOVING SALES

AN AUTHORIZATION SIGNED BY A MEMBER OF THE BOARD OF MANAGERS IS MANDATORY FOR CONDUCTING AN ESTATE/MOVING SALE IN VILLAGES OF MORNINGSIDE I. Any such sale may be interrupted or stopped unless such authorization is obtained in advance.

Individual garage sales are not permitted in Morningside I. Estate/moving sales are permitted in order to facilitate residents when selling their units and are moving.

Inform your roof mate and other neighbors that you think might be impacted by traffic coming and going to the event.

The sale may only be conducted inside the unit, on the patio and carport. Nothing should be placed in the driveway, in the front of the unit or on the grass in front.

Signs may be placed the day of the sale in the AM, but must be removed at the end of the day. If more than one day is necessary, signs may be placed on Morningside I roadways in the AM but must be removed at the end of each day.

Under no circumstances may the sale go more than two days and should be timed for daylight hours, such as beginning no earlier than 8 AM and closing no later than 5 PM.

Be sure potential buyers park in guest parking areas or on Sunrise Circle, not in any alley or driveway, so as not to block or inconvenience any resident parking or traffic.

Each resident is limited to no more than one estate/moving sale per address per year, unless there are unusual circumstances concerning the transfer of the property.

It is the responsibility of the person conducting the sale to obtain any necessary permit from the City of Franklin.

Please complete the information requested below and submit to a Morningside I Board member.

Owner's Name: _____ Unit #: _____
Date(s) of Sale: _____ Time: Start: _____ End: _____
Person in Charge: _____
Contact Phone Number: _____

Signature of Owner/Resident: _____

Signature of Member of Board of Managers: _____

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VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

FINES POLICY

In accordance with the Bylaws and Rules and Regulations of Villages of Morningside I Homeowners Association, a fines policy to enforce compliance with Homeowner Rules and Regulations and policies adopted by the Board of Managers is outlined below. Fines shall generally be imposed only as a last resort by the Board of Managers. It is not the desire of the Board to impose fines, but to enforce the By-Laws, Rules and Regulations and policies of the Association, which at times may require the imposition of a fine, which may include the cost of repairs of damages resulting from or arising out of non-compliance by a Homeowner or his/her guest.

All Homeowners will be given reasonable time, as determined by the Board or its committees, to comply with a request of the Board prior to the imposition of any fine. This reasonable time will vary depending on the type of infraction, its effect on the community and previously stated policies of the Board or one of its committees.

When the Board decides to impose a fine, it will generally adhere to the following procedures:

1. Due warning will be given any Homeowner prior to the imposition of any fine. This warning will consist of a written communication explaining the infraction, and the action needed to correct the problem. The length of time to cure the problem shall be determined by the Board of Managers, in its sole and reasonable discretion, and shall depend upon the nature and severity of the infraction.
2. If the infraction is not corrected within the time stated in the communication, the Board of Managers may send written notice to the Homeowner of its assessment of a fine of no greater than \$50.00 per infraction payable thirty (30) days.
3. If the infraction remains uncorrected and/or the fine is unpaid after the expiration of the thirty-day period, the initial amount of the fine shall double. The fine shall re-double every thirty (30) days thereafter until the infraction is corrected, the accumulated fine is paid, or the total amount of the fine exceeds \$500.00. When the total amount of the fine exceeds \$500.00, the matter may, in the Board's discretion, proceed to enforcement and collection through the court system or by recordation of a lien on the Homeowner's unit in accordance with Tennessee law.

The Board of Managers may delegate its authority to a committee appointed by the Board of Managers. All fines shall be in the nature of assessments and may be enforced in the same manner as other assessments. In any proceeding for the collection of a fine assessed hereunder, in addition to any other available remedies, the Association shall be entitled to recover the costs of collection including, but not limited to, its reasonable attorney's fees. This policy shall not be construed to require the Association to exhaust its remedies provided in his policy before exercising any other right or remedy under the By-Laws or applicable law.

Appeal: An Owner who has received a notice of infraction or has been assessed a fine may send written notice of appeal requesting a hearing before the Board of Managers. Upon receipt of such notice, the Board of Managers shall schedule a hearing by the Board or its designee at which the Owner may state his/her position and reasons why the Board of Managers should reverse its prior action. The decision of the Board of Managers shall be communicated in writing to the Owner within thirty (30) days of the hearing.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

INSURANCE GUIDELINES

Villages of Morningside I Homeowners Association ("the Association") maintains an insurance policy on the entire complex on a Master Policy. The policy provides the coverage required by the Association bylaws.

All buildings are covered on a full replacement cost basis, which is a total rebuild feature in case of a large loss, based on original construction. This policy covers all interior and external construction based on original specifications. This means that the Master Policy does not cover any improvements and "betterments" made to the unit after the unit has been occupied. This exception includes the carpet, interior cabinets, fixtures, floor and wall coverings installed by the owner. The current deductible under the Master Policy is \$5,000 per occurrence. Related Association coverage includes liability protection, Directors and Officers insurance and fidelity coverage.

As a unit owner, you should maintain your own Condominium Homeowners Insurance policy, often called an HO-6 policy. This policy will generally cover your condo contents, personal liability, valuable articles, improvements and betterments that you made to the unit after it was first occupied.

Therefore, if your unit has had upgrades to any of these items, you are responsible for covering these in your own homeowner's policy. If a claim occurs, notify the Property Manager, a Board Member and your individual homeowner's insurance company agent. The Property Manager will attempt to determine if the damages are in excess of the Master Policy deductible, which is currently \$5,000 per occurrence. If damages are under \$5,000 the coverage would fall in most cases under the homeowner's HO-6 policy. If the claim exceeds \$5,000, either the Master Policy or the homeowner's HO-6 policy should cover the loss. Under either of the policies the homeowner is responsible for the deductibles.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

LANDSCAPE GUIDELINES

1. A request for any new flowerbeds not provided by the Association, **MUST BE SUBMITTED IN WRITING** to the Board of Managers on the Request for Action form provided by the Board (Pages 5-6 of these policies) and the detailed design of the bed **MUST BE APPROVED BY THE BOARD**.
2. Do not develop new plantings/beds or alter the size of the plantings/beds in front of the unit. We want to achieve a general uniform appearance of the plantings/beds with the type and size of plants in each bed, whether it is facing the street or the sidewalk.
3. New beds developed by a resident and approved by the Board must be limited to the rear entrance and/or side of the unit and shall be size appropriate to the area where the bed is being planted not exceeding four feet (4) in width.
4. No beds or bed borders which interfere with lawn maintenance operation will be permitted.
5. Do not over-plant and do not use plants that will grow large and/or tall. No bed plants shall exceed seven feet in height and must be trimmed as necessary to prevent their growing on or against the house. No trees should be planted close to the unit to avoid potential damage to the foundation of the unit. No plants shall be planted or maintained at any location that might interfere with vehicle traffic or the ability of drivers to see both ways when entering a through street, alley or driveway.
6. Commonly encountered bed ornamentation (e.g. fountains and statues) may be used only in rear-entrance and side beds as approved by the Board in the detailed plan of the bed. No bed ornamentation should be displayed in the front bed. If a bird feeder is displayed in the rear-entrance or side bed, the homeowner should attempt to limit the bird foods used to those that do not attract skunks, squirrels, chipmunks, etc. Bird feeders shall be limited to one (1) per unit.
7. Any landscaping done by any individual will be the responsibility of that individual to maintain. In the event of failure to maintain an acceptable standard of landscaping, the individual will be asked to conform to the standard set forth, or to remove the bed and restore the ground to blend with the common lawn. If the individual responsible refuses or is unable to meet this requirement, the Board will have the right to contract the services of a landscaper to remove the bed and the individual will be fully responsible for the expense incurred.
8. Any front porch furnishings and/or decorations shall be subject to approval by the Board.
9. The Association is responsible only for the maintenance of the bed in front of each unit.

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10. If a unit ownership is being transferred, the new owner has the following options regarding a previously-developed ornamental or flower bed:

- (a) Assume the responsibility of the bed to be maintained at the acceptable appearance of the Morningside I Landscape Guidelines; or
- (b) If the new owner does not want to maintain the bed as described above, then it is his/her option to refuse the responsibility and the seller, at his/her expense, must remove the bed and return it to the common property lawn. Otherwise, the Association will take such action and assess the costs to the new owner.

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VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

MAINTENANCE RESPONSIBILITIES

The Board of Managers has felt for some time that there was a need to clarify who is responsible for the maintenance of various parts of the property of Morningside I. The determination of this responsibility is based on our Master Deed and Bylaws which provide that the Association is responsible for the maintenance of some parts of the property while the individual owners are responsible for the maintenance of other parts.

The Master Deed and By-Laws divide the property into three categories - **APARTMENTS**, **LIMITED COMMON ELEMENTS** and **COMMON ELEMENTS THAT ARE NOT LIMITED COMMON ELEMENTS**.

APARTMENTS are basically your individual living space and are bounded by your unfinished walls, floors, and ceilings. Any interior wall paint and carpet or other floor coverings are part of your Apartment.

LIMITED COMMON ELEMENTS are defined as those Common Elements which are reserved for the use of a certain apartment or apartments to the exclusion of the other apartments. The Master Deed and By-Laws specifically identify the following as Limited Common Elements - carports, patios, patio fences, storage spaces, porches, stoops, and inside plumbing. In addition, the Board obtained a legal opinion in 2010 that identified windows as Limited Common Elements.

COMMON ELEMENTS THAT ARE NOT LIMITED COMMON ELEMENTS - Examples would be roofs, common land, exterior walls of the building, clubhouse, pool, sidewalks, open parking areas, and driveways.

The Association is responsible for the maintenance of the **COMMON ELEMENTS THAT ARE NOT LIMITED COMMON ELEMENTS**. The individual owners are responsible for the maintenance of the **APARTMENTS** and **LIMITED COMMON ELEMENTS**. In addition, the individual owner is responsible for the maintenance of any items that have been added to the original buildings after initial construction. This would include patio covers, attic fans, and carport downspouts. The following pages give more detail as to what is to be maintained by the owners at their expense and what is to be maintained by the Association as a common expense.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

MAINTENANCE RESPONSIBILITIES

HOMEOWNER ASSOCIATION EXPENSE

Area signs and house numbers

Carport - cleaning of debris from carport gutter and downspout (when Association deems necessary or advisable)

Clubhouse and pool - maintenance, repairs, and utilities

Common grounds

Driveways

Gutter and downspouts (main unit) - repair, replacement, painting, and cleaning debris

Lights - security storage area outside

Lights - security and pole in common area

Mailboxes and mailbox posts

Pest control - interior and storage shed and periphery

Painting - exterior (all except carport) during paint cycle

Roofs - repair/replacement/all parts except attic exhaust fans

Sidewalks

Siding and exterior trim - unit and storage shed, repair and removal of mildew

Termites - unit and storage shed

Trees, shrubs, lawns in common areas

June, 2018

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

MAINTENANCE RESPONSIBILITIES

HOMEOWNER DIRECT EXPENSE

- Air conditioner/heat for an individual home
- Carport cover - Repairing damage to the carport is the homeowner's responsibility, which includes inside posts and carport gutters, repairing of leaks in carport cover and carport gutter.
- Cleaning top and underside of carport and outside trim on gutter.
- Carport - concrete surface
- Concrete front porch
- Doors - replacement and weather seals
- Door jams and thresholds
- Dryer vents (all internal vents)
- Electrical connections and wiring inside homes
- Electrical boxes which serve an individual home. (external/internal)
- Interior maintenance (all)
- Lights - carport, patio, and front connected to house meter
- Plumbing from outside wall to meter (individual meter)
- Plumbing - inside walls and concrete floor
- Patio covers and awnings installed by homeowners
- Patio - concrete surface
- Patio concrete block wall between patios, repair/replace
- Patio fence - repair/replace/pest control/paint/stain/termites
- Storage shed - inside structural repairs
- Trees, shrubs planted by homeowner
- Windows - replacement/repair/weather seals

June, 2018

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

PATIO/CARPORT AREA DECORATION AND USES

No bushes shall be planted on the patio that grow and are seen above the height of the patio fence. When selecting the plants, please remember that they will grow with each season and must be kept trimmed at all times so they will not grow above the fence level. Therefore, think small.

No trees shall be planted in the patio area. The roots of trees or large plants might damage the patio surface or the unit slab. If such damage is done, it may be repaired by the Association at the owner's expense.

Hanging baskets attached to the patio fence at eye level are acceptable, but no growth shall be permitted on the fence itself.

A minimum of tasteful wall decorations are permitted in the carport area, but nothing shall be attached to the vinyl siding portion of the unit wall by tacks, nails or screws to avoid potential damage to the vapor barrier. We are trying to prevent any area from being over-decorated, and taking on a cluttered appearance. Keeping in mind that the carport area is designed for and expected to be used by motor vehicles, nothing shall be stored in the carport area without PRIOR approval of the Board.

Potted plants shall not be placed on the top of the patio-dividing wall, nor shall any openings be cut into the wall, nor shall the top metal seal of the wall be disturbed in any way to provide for hanging baskets.

Nothing shall be hung from the carport gutters.

Grills, smokers and furniture shall be kept on the patio area behind the fence.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

PATIO FENCE STAINING, PAINTING OR SEALING

The maintenance of the patio fence is the responsibility of the homeowner. To encourage uniformity among the units, when having a patio fence painted, stained or sealed, the homeowner should apply or have applied (1) a clear wood sealer, (2) a semi-transparent stain, or (3) a paint or stain of black or light brown or another shade of brown. Any other color shall be approved in advance by the Board of Managers.

A typical stain used by a number of owners is Olympic Stain 716 Cedar Naturaltone.

I am the owner of Unit Number ____; I have read and understand, and I agree to comply with the above policy for the painting, staining or sealing of my unit's patio fence. I am responsible for maintenance of the fence, including painting, staining or sealing. I agree to refrain from using any other color than the ones included in the policy without first obtaining the approval of the Board of Managers.

Unit Number

Homeowner's Signature

Date

Signature of Member, Board of Managers

Date

June, 2018

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

POOL RULES

Those using the pool facility do so at their own risk and are responsible for any damage to pool equipment.

THERE IS NO LIFE GUARD ON DUTY.

The pool facility at the Villages of Morningside I is provided by and for the use of the owners/residents. Guests of owners/residents may also use the facility. However, all guests must be accompanied at the pool by an owner/resident and are the personal responsibility of the owner/resident. Each Unit is limited to three (3) guests at any one time. Additional guests require permission of the Board of Managers (Board). The pool cannot be reserved except for special functions of the Villages of Morningside I Homeowners Association or as approved by the Board. Pool hours are established by the Board and posted when the pool is open. The Board, or their designee, may close the pool at any time a need arises, in the Board's discretion.

Children under fourteen (14) years of age are not allowed in the pool area unless they are accompanied by an adult (18 years of age or older).

The pool may not be used by anyone having a communicable disease or displaying signs of it, which can be transmitted through normal swimming pool use.

The gates to the pool must be kept locked at all times. The owner of each unit has been issued a key. The unit owner must maintain possession of the key and cannot give it to a guest for entry into the pool.

No glass or breakable containers are allowed in the pool area.

Hanging of objects (including towels) on the fence or gates is not permitted.

Radios and other such devices must be kept at a minimum volume so as not to disturb others (ear plugs preferred).

No running is allowed on the deck. No rough play in or around the pool is allowed. Throwing persons/objects in the pool and/or splashing that is objectionable to others is not allowed.

No diving is allowed (The maximum depth of the pool is only 5 feet).

Proper swimwear must be worn (e.g., no cutoffs or street clothes in pool). Any child not potty trained shall not be permitted in the swimming pool water. No person wearing diapers shall be permitted in the swimming pool water.

No pets are allowed in the pool area.

No smoking in the pool area.

All trash must be properly disposed of in the trash cans provided or removed from the premises.

Playing with safety equipment is not permitted.

A telephone is available pool side for emergency use (615-591-1674). It is LD restricted.

All restroom lights and fans should be turned off and door locked by the last party leaving the pool.

All umbrellas should be left in the down position and all articles should be removed from tables.

Any problems or concerns should be reported to the Property Manager or to the Pool Coordinator designated by the Board from time to time.

June, 2018

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

RENTALS PROHIBITED

The rental or leasing of an apartment (unit) is prohibited. It being the intention of the co-owners in adopting this policy as an Amendment to the Bylaws of the Association to prohibit the leasing of apartments, any inconsistency between this policy and other provisions of the Bylaws not amended or the Amended Master Deed Establishing a Horizontal Property Regime of Villages of Morningside (Phase One, Lot 4), a Senior Living Community on the other, shall be resolved in favor of this policy. The terms "rental" and "leasing" shall be defined by the Board of Managers from time to time and in specific circumstances by application of reasonable usage of the terms.

VILLAGES OF MORNINGSIDE I HOMEOWNERS ASSOCIATION

POLICIES

TV SATELLITE DISH REQUIREMENTS

The installation of TV satellite dishes is allowed, subject to the following guidelines; Note: A SATELLITE DISH SHALL NOT BE INSTALLED ON THE ROOF OF A UNIT.

TV Satellite dishes will only be allowed in one of two areas, at the discretion of the homeowner, as described below:

1. An HDTV satellite dish may be installed within your patio area on a pole, provided that the bottom edge of the satellite dish is not installed higher than 6" above the carport cover.
2. A 24" dish may be installed above the carport cover and attached to the fascia board of the unit. This should be installed on the carport side of the unit and must be no more than two (2) feet from the edge where the storage shed meets the unit on a three-bedroom condo or the patio fence on a two-bedroom condo.

NOTE: The HDTV satellite dish supplied by AT&T/Direct TV cannot be attached to the fascia board on the back of the unit, as it requires a tripod mount. The only option is a pole mount in the patio area.

In accordance with the actions of previous Boards, we will attempt to keep the visual intrusion of the satellite dishes to a minimum in order to preserve an optimum congenial occupancy of the Villages of Morningside I, and to protect the value of our homes.

NOTE: The individual homeowner and the dish service providers are to accept full and all responsibility for dish TV installation and other performance attributes.

The homeowner must notify the Board or the Property Manager, in writing, prior to installation of a satellite dish. This notification should contain a confirmation by the homeowner that the installation is in compliance with these guidelines, and that the homeowner accepts the responsibility for unit maintenance needs associated with the dish. If a satellite dish is installed in any other area the owner(s) will be notified to remove it and fines may be imposed for non-compliance with this policy. Costs for such removal shall be the sole responsibility of the homeowner. The certification by the homeowner should be in substantially the following form:

This is my affirmation that (1) the TV satellite dish installed at the indicated Unit is in compliance with the above conditions and requirements, and (2) I accept responsibility for repair/correction of any satellite dish installation damage to the Unit or to the common areas of the Association caused by or arising out of the dish system (for example, wall-water intrusion caused by the dish's attachment hardware, etc.) I understand that the Association assumes no responsibility whatsoever for any work done in the installation or removal of the satellite dish.

Unit Number: _____

Homeowner' signature and date

ine, 2018