VILLAGES OF MORNINGSIDE II POLICIES AND STANDARD FORMS

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VILLAGES OF MORNINGSIDE II BOARD OF MANAGERS POLICIES

CHANGES AND ADDITIONS TO UNITS

The policies of our Homeowners Association as established by the Board of Managers relating to requests for Changes and Additions to units and common areas have been consolidated and one Form has been adopted for making all required requests. Board action on these requests will be made by the entire Board at a regularly scheduled meeting as required by Article V, Section 14 of our By-Laws.

The referenced regulation requires that "Any addition, alteration or improvement ... shall not be made by <u>any</u> co-owner without the prior written consent thereto of the Board of Managers." To avoid any confusion or misunderstanding in the future, such decisions must be made by the entire Board and cannot be made by individual Board members. These decisions, whether approved or disapproved by the Board, will be incorporated into the minutes of the Board meeting and maintained as permanent records.

The procedure to be followed by co-owners requesting changes, alterations, additions, etc. is as follows: submit the request on the form included in this packet to Sentry Management, Attn: Brad Emmett, 4219 Hillsboro Pike, #300 or fax to him at 269-8586. Sentry will send copies to each Board member for their review and consideration at their next meeting. Sentry Management will then send a copy of their decision to the Homeowner making the request. If you should need additional forms, they can be obtained from Sentry Management. The

decision of the Board will be made within 30 days if all necessary information is submitted with the request. To avoid delays, each request should include a very detailed description of the requested change so that the Board members can make their decision.

IT IS IMPORTANT FOR ALL HOMEOWNERS TO BE AWARE THAT ANY CHANGES, ADDITION OR ALTERATIONS MADE TO ANY UNITS OR COMMON AREAS, WITHOUT THE WRITTEN APPROVAL OF THE BOARD, ARE SUBJECT TO REMOVAL AND/OR REPLACEMENT AT THE HOMEOWNERS EXPENSE.

Other important Policies are included in this Document.

PLEASE KEEP THIS MATERIAL WITH YOUR OTHER IMPORTANT MORNINGSIDE II DOCUMENTS.

MORNINGSIDE II HOMEOWNERS' ASSOCIATION REQUEST FOR CHANGE (S) OR ADDITIONS (S)

Note: The Board of Managers has 30 days from the date this request is received by the Board to issue a response. If this form is not completely filled out, or if more information is requested by the Board, more time may be needed. Additional sheets may be added with this form to provide more detailed information for consideration by the Board to help avoid delays.

UNIT #:	OWNER'S NA	ME S):				
DATE:						
PHONE NUMBER (
REQUEST:						
DESCRIPTION OF I	MATERIALS:					
SIZE/HEIGHT:			STY	LE:		
PLAT PLAN/ PERM of Managers requires Permit when required 60 days.)	the Homeowner to	submit	a Plat/Plan and	d if approve	ed, to obta	in a building
SKETCH:	_YES	_NO	PICTURES:		YES	NO
BOARD RESPONSE						
			-		*	
BOARD MEMBER_			BOARD ME	MBER_		
BOARD MEMBER_			BOARD ME	MBER_		-
BOARD MEMBER_			DATE:			
Mail to: Sentry Mana Please call (615) 269	gement, 4219 Hills -7016, Ext.206, or	boro Pi	ike, Suite 300, 1 5) 269-8586, if	Nashville, you have a	rennessee	: 37215-0069 ons.

Sept. 2009

Association By-Laws Article V, Section 14 Additions, Alterations, Improvements

And

Article V, Section 15 Use of Common Elements and Facilities

"SECTION 14. Additions, Alterations or Improvements by Co-Owners. Any additions, alterations or improvements in or to his apartment shall not be made by any co-owner without the prior written consent thereto of the Board of Managers. A lien for labor or materials shall attach to such co-owner's interest in the Condominium and not the Condominium as a whole. The Board of Managers shall have the obligation to answer any written request by the coowner for approval of a proposed structural addition alteration or improvement in such coowner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the Government of Franklin, Williamson County, Tennessee, or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any apartment shall be executed by the Board of Managers only, without, however, including any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 14 shall not apply to apartments owned by the Developer until such apartment shall have been initially sold by the Developer and paid for."

"SECTION 15. Use of Common Elements and Facilities. (a) A co-owner shall not place or cause to be placed in the common areas or common facilities, other than a patio or balcony to which such co-owner has sole access, and other than the areas designated by the Board of Managers, any furniture, packages or objects of any kind, except with the written consent of the Board of Managers or their agent."

IN ORDER TO MAINTAIN CONSISTENCY IN REVIEWING REQUESTS FOR ADDITIONS, ALTERATIONS AND IMPROVEMENTS OF EACH UNIT, THE BOARD OF MANAGERS HAS ADOPTED THE FOLLOWING POLICY. PLEASE KEEP THIS DOCUMENT WITH YOUR OTHER VILLAGES OF MORNINGSIDE II DOCUMENTS. A FORM IS INCLUDED TO REQUEST CHANGES AND MUST BE SUBMITTED TO THE BOARD OF MANAGERS OR THEIR AGENT.

OWNERS WILL BE RESPONSIBLE FOR ALL MAINTENANCE AND/OR REPAIRS OR ANY UNUSUAL OR ACCELERATED MAINTENANCE NEEDS AS A RESULT OF APPROVED CHANGES.

STRUCTURAL CHANGES

(See Separate Section Relating to Awnings)

The Board of Managers, prior to granting approval to owners for any alterations, additions or improvements to their unit that entails the removal of sheetrock, studs, in-wall electrical or plumbing, shall provide the following to the Board prior to commencing the work. Structure changes could impact the attached unit.

A) A written proposal that describes in detail the work to be performed (drawings and specifications may be required).

B) Verification that the contractor performing the work is licensed and bonded to perform the work.

C) That this work does not compromise the structural integrity of the unit.

This information is to be attached to the owner Request for Action form for the Boards review.

STORM DOOR REQUIREMENTS

Front Door: Full view only.

Full view glass can either be stationary or a removable glass with a full screen insert.

Colors:

White, off white or black to match the trim.

Back Door: Full view or divided glass/screen panels.

Colors:

Must be white or off white to match the vinyl siding on the rear of the unit.

AWNINGS

HARD COVER: BUILDING PERMITS REQUIRED

One color: White to match the carport

The awning's general overall architectural appearance is to be consistent and harmonious in color/material/design with the carport cover and the exterior of the condo.

The awning shall be roll formed canopy system. The building products and materials should be twin vee roof panels. 1) It shall have a depth of 21/2" and be furnished with an interlocking design to provide a weather resistant load bearing lock. 2) 61/2" roll-formed fascia from .050 thick aluminum alloy. 3) 6" extruded fascia .080 thick with 3" by 3" extruded aluminum white fluted posts, columns, beams, overhead hangers. All hardware shall be chromium plated. All awnings shall require Board approval prior to obtaining a building permit.

FABRIC

Solid colors ONLY - NO stripes or patterns permitted.

The two colors allowed are:

- 1. Off/White
- 2. Beige

PATIO FENCE STAIN

Two colors are allowed for staining or sealing:

- Clear wood sealer, Natural Cedar or Natural (Must be compatible with roof neighbor)
- 2. Tinted, colored or painted surfaces are not permitted.

PATIO OR PORCH SURFACE

- Sealer for aggregate patio or front porch surfaces should be clear.
- 2. Tinted, colored or painted surfaces are not permitted.

CARPORT FLOOR SEALING

The color and brand allowed to be used for carport sealing is:

CLEAR sealer for concrete (Caution: Sealer on smooth concrete could be slippery when wet)

Tinted, colored or painted surfaces are NOT permitted.

TV SATELLITE DISH REQUIREMENTS

The Board has decided that, in order to keep the visual intrusion of the dishes to a minimum, to preserve an optimum congenial occupancy of Morningside II and to protect the value of our homes:

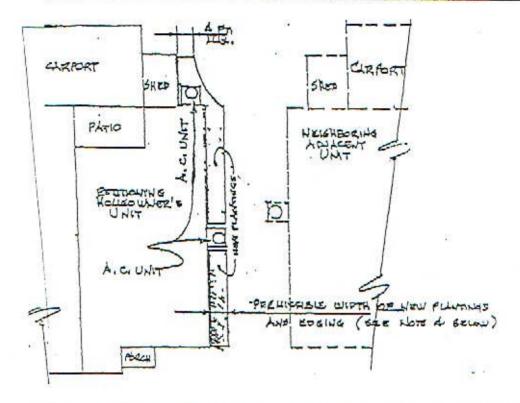
- Installation of all such dishes shall be located on the side or back of the individual homeowner(s) unit. The homeowner and the dish service providers are to accept full responsibility for dish TV reception and other performance attributes. (The color of the wiring must be white)
- Maximum dish size is to be no more than eighteen (18) inches in diameter.
- A dish <u>CANNOT</u> be installed on top of the roof. Not only will this put a hole
 in the roof, but it will be a problem when the building is reroofed.
- 4. Cable wire from the dish to the box must be run through the attic and hidden.

Permission to install a dish and a drawing of the location of the dish on your unit will require Board signature approval. This notification is to be in writing (containing all information required), and is to confirm that the installation is in compliance with the above; as well as accept all responsibility for Unit maintenance needs associated with the dish.

VILLAGES OF MORNINGSIDE II LANDSCAPING GUIDELINES

- The REQUEST for any new flower beds not provided by the association, MUST BE SUBMITTED IN WRITING on the form provided by the BOARD OF MANAGERS and the detailed design of the bed MUST BE APPROVED BY THE BOARD OF MANAGERS.
- 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 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.
- No beds or bed borders which interfere with lawn maintenance operation will be permitted.
 This includes permanent concrete curbing or concrete surfacing.
- 5. No shrubs or trees shall exceed seven (7) feet in height and must be trimmed as necessary to prevent their growing on or against the house.
- 6. Commonly encountered bed ornamentation (e.g. bird baths, birdfeeders, bird houses, fountains and statues) is acceptable when it is in a detailed plan and approved by Board of Managers. Please limit the number of bird feeders to just one feeder per flower bed.
- 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 the 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 is unable to meet this requirement, the Board of Managers 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 the type appropriate for a street-front porch and color compatible with the area. Do not leave unattended on the porch any type of folding, aluminum chair, usually with plastic strips of cloth for the seat and/or back.
- No permanent type of material can be placed in the common ground area. Benches and other lawn ornaments must be placed "inside" the flower or shrub beds at the side and rear of the Unit.

STANDARD AGREEMENT FOR NEW PLANTINGS ALONGSIDE UNIT



- Homeowner to submit landscaping plan to the Board of Managers for approval and confirm their agreement with the provisions shown here and/or other requests made by the Board.
- Homeowner agrees to take any necessary precautions that digging does not damage or interrupt underground utilities or services (homeowner may wish to initiate this by calling 1-800-351-1111, Tennessee One Call System, Inc.). Homeowner must correct any damage, at homeowner's expense, via coordination with Sentry Management Company.
- 3. The new plantings are to be at least 75% shrubs/bushes, no taller than 7 feet at mature height. No climbing plants or vines are permitted. Homeowner agrees to provide continued care for the new plantings, including, but not limited to, watering, trimming, weeding and mulching.
- 4. Permissible width of the new plantings:
- a. If there is a neighboring adjacent unit (as shown above with broken, lines), the plantings and bed trim must not protrude out away from the homeowner's unit any further than the HVAC (air conditioner) protrudes out,
- b. If there is no neighboring adjacent unit, the plantings and bed trim must not protrude out away from the homeowner's unit any further than four (4) feet.
- c. 'The "permissible width" identified above is the width of the vegetation and any bed trim or edging that borders the vegetation.

Unit #	Homeowner Agreement	
22-0-100m	WITH THE ABOVE	Homeowner Signature and Date

VILLAGES OF MORNINGSIDE II ANIMAL COMPLAINT FORM

Date:	£:
ī	wish to file a complaint concerning the animals(s)
[(Name of Complainant)	
Unit Number	My Phone Number
(Address of Complai	inant)
Animal Owner's name (if known)_	
Owner's address (if known)	
Description of animal(s) (Incl. Best	estimate of size, breed, color, markings, etc.)
Nature of Complaint (please be spe-	cific)
Note: Dogs must be on a leash com	aplying with leash law and owners must clean up after them.

INSURANCE GUIDLINES

Your Association maintains an insurance policy on the entire complex on a Community Association Underwriters of America Master Policy. The policy provides very comprehensive coverage in several areas.

All buildings are covered on a guaranteed 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 we are not covering any improvements and betterments that have been made to the unit after the unit has been occupied. This includes carpet, interior cabinets, fixtures, floor, and wall coverings. The deductible for the Master Policy is \$2,500 per occurrence for improvement and betterment and/or a \$10,000 deductible per occurrence for inside water damage. Example, inside broken water pipes, wall or floor-washer hose breakage, etc.

Other areas of coverage in this policy include liability protection for the Association, Directors and Officers insurance, fidelity coverage and earthquake coverage.

As a unit owner, you should maintain your Condominium Homeowner Insurance policy, often called an HO-6. This policy will cover your contents, personal liability, valuable articles, improvements and betterments that you make to the unit after it is occupied.

Therefore, if your unit has upgraded any of these items, you are responsible for covering these in you condo homeowner's policy, HO-6. It is important that you carry at least \$2,500 for improvements and betterments and the \$10,000 for inside water damage.

Homeowners need to know that if a claim occurs they would need to notify Brad Emmett, Sentry Management Company, a Board Member, and their individual homeowner's insurance company. Sentry Management will try and determine if the damages are in excess of the Master Policy deductible, which is currently \$2,500 for improvements and betterments, and/or \$10,000 for inside water damage. If the damage amount specified above were greater, then the policy would cover the loss. Under either of the policies, the homeowner is responsible for the deductibles. The \$2,500 deductible applies to the individual units, not the Homeowners Association. If a tornado (or other disaster) should damage several buildings, there would only be a one-time deductible, which would be split between the damaged units for payment.

INSURANCE GUIDELINES (Cont'd)

If a claim is called in on the Master insurance policy and an adjuster comes out and damages are under the \$2,500 deductible for improvement and betterments, and/or \$10,000 for inside water damage, it still counts as a claim on your loss run history. The greater the loss runs for the Association, the higher your premium will be at renewal time.

Homeowners need to be responsible for their unit. You must winterize the outside faucets and maintain the heat within the unit to prevent any freezing and broken pipes. Owners that leave town for extended periods need to make sure there is someone looking after their unit. If broken pipes occur due to freezing and homeowner has not maintained the electric and heat, the claim may be denied and all repairs will be the responsibility of the homeowner.

If a claim occurs, please notify Brad Emmett, Sentry Management Company at 269-7016.

Villages of Morningside II 9000 Sunrise Circle Franklin, TN 37067

CLUBHOUSE USE POLICY

The Villages of Morningside II Clubhouse is to be used primarily for functions open to all members of the Villages of Morningside II Condominium Association and business matters of the Association. Only homeowners/residents of the Villages of Morningside II are permitted to reserve the facility. An owner/resident may reserve the facility for private use, and the owner/resident must be in attendance during its use. The Clubhouse cannot be rented for corporate business meetings.

A \$50.00 Reservation and Usage Fee is required for the entire clubhouse, excluding the pool. A \$100.00 (one hundred dollar) reservation and usage fee will be required for New Years Eve parties. This fee is due within 24 hours prior to the schedule date unless another resident wishes to rent the clubhouse on the same date. In this event, the fee is due immediately. A security deposit of \$100 for the entire clubhouse is required at the time a key is issued. Two {2} separate checks are requested for the Fee and the Security Deposit made payable to Villages of Morningside II. The Deposit will be refunded if the reserved area is clean and undamaged after use. If cleaning or repairs are necessary that exceed the amount of the deposit, the owner/resident reserving the Clubhouse will be billed for any additional cost incurred. No fees are required for functions sponsored by the Association or groups consisting of owners/residents of the Villages of Morningside II. (Having a speaker or guest at such functions would not result in incurring fees)

The Clubhouse is closed from 12:00 a.m. midnight, until 7:00 a.m. the next morning except New Years Eve, the club House will close at 1:00 a.m. . The Clubhouse is a smoke-free facility. Smoking is permitted outside the facility. Discarded materials must be placed in appropriate containers. Entry into the Clubhouse from the pool area in wet attire is not permitted. No pets are allowed inside the clubhouse. The Clubhouse capacity is 100. The telephone is limited to local calling only. No boisterous or ungentlemanly conduct is permitted. There can be no overnight guests/owners in the clubhouse.

Yamaha Digital Piano--- This is for the clubhouse users to enjoy, however, we encourage only those who are familiar with this type of piano to use it. Children must be supervised by adults. This piano does play like an acoustical piano for those only familiar with a regular piano.

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 will be refunded.

9000 Sunrise Circle Franklin, TN 37067 615-791-5773

CLUBHOUSE RESERVATION CHECKLIST AND HOLD HARMLESS AGREEMENT

Name:		Unit No.:
Teleph	one:	Cell or Work No.:
Date to	be reserved:	Time:
Descrip	ption of Event:	
Is this	a Morningside II Event:	Other:
Numbe	er of occupants expected:	
Date K	Cey issued:	
be resp	ndersigned agrees to hold the ponsible for my actions and thuring my function.	Villages of Morningside II Homeowners Association harmless and to nose of my guests, family and others who have access to the Amenity
Signat	ure:	Date:
(Clean	Turn off coffee burners & u Wet Swiffer kitchen and Clean kitchen countertops, s Clean all bathroom sinks an Place bathroom tissue and p Bag all trash and place in tr Put clean plastic trash bags Vacuum carpet and rugs (va Dry Swiffer foyer floor Clean/dust all furniture and Clean up any debris on from Return furniture to original Make sure fireplace is turne Close all windows and see th Secure top and bottom latel Return thermostats to 80 de Turn off all lights, inside an	ash can located outside French door near pool in all waste cans acuum in hall closet) I all table tops at walk I arrangement ed off they are securely latched thes on double doors; lock all outside doors egrees in summer and 65 in furnace weather and out wash and return on a hanger (Machine wash in cold water with like chlorine bleach. Tumble dry without heat & cool iron if needed.)
	Inspection completed by Re	eservation Coordinator.
Signa	ture (Renter)	Reservation Coordinator

VILLAGES OF MORNINGSIDE II POOL RULES

POOL HOURS 7:00 AM - 10:00 PM DAILY

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

- All guests, including children, are not allowed in the pool area unless accompanied by an owner/resident. No more than 4 guests per household unless they are children/grandchildren of the owner/resident.
- The pool may not be used by anyone having a communicable disease.
- The gates to the pool must be kept <u>closed at all times</u>. Owners will be issued one key
 as requested for each unit and will be asked to sign for the key. Replacement keys
 will be \$25.00. Pool keys are to be obtained from Sentry Management. The pool key
 also opens the bathroom door.
- 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 devises are not allowed unless earplugs are used.
- No running is allowed on the deck. No rough play in or around the pool is allowed.
 Children must respect the adults in the pool and understand they are a guest.
- · No diving is allowed (the maximum depth of the pool is only five feet).
- Toys are not allowed in the pool, except noodles and floats for swimming purposes.
- Proper swimwear must be worn, e.g., no cutoffs. No person wearing diapers shall be permitted in the swimming pool water without wearing swimmer's diapers.
- No smoking in the pool area, bathrooms, or on the deck.
- 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 poolside for emergency use.
- All umbrellas should be left in the down position and all articles removed from the tables and pool area. Any items remaining after 3 days will be placed in trash containers.

The pool facility at the Villages of Morningside II is provided by and for the use of the owner/residents and their guests. All guests are the personal responsibility of the owner/resident. The pool cannot be reserved except for special functions of the Villages of Morningside II Homeowners Association as approved by the Board. The Board or their designee may close the pool at any time a need arises.

September 2009

VILLAGES OF MORNINGSIDE II HOMEOWNERS ASSOCIATION POOL KEY RECEIPT

I hereby acknowledge receipt of a <u>POOL KEY</u> from Morningside II as well as a copy of the <u>POOL RULES</u>.

I will read the Pool Rules and will make sure that everyone in my family is aware of the Rules and will abide by them or our privileges will be revoked.

I am also aware that if I lose my key, a replacement key can be purchased for \$25.00 (Twenty Five Dollars), and must be obtained from Sentry Management.

	OWNER (Please Print)	
	SIGNATURE	
	ADDRESS	
	TELEPHONE NUMBER	
	E-MAIL ADDRESS	
DATE		

PARKING

- Vehicles are not allowed to be parked behind a Unit's carport or along the driveway areas.
- 2. A third vehicle is not allowed.
- Guest parking areas shall not be used by any persons, including co-owners of any
 units, for storage or parking extra vehicles which cannot be parked in the coowners carport.
- 4. No unit owner or resident shall allow any campers, boats, recreational vehicles, unlicensed vehicles, buses, trailers, commercial vehicles or other similar vehicles to be parked within the driveways or guest parking areas, except for commercial vehicles performing service.
- Owners who violate these parking rules are subject to being either fined or towed or both, when owners fail to move vehicles or equipment within forty eight (48) hours after written notice.

MAINTENANCE RESPONSIBILITIES	Limited Common Elements	Common Elements
Villages of Morningside II	Homeowner Direct Expense	Homeowner Association Expense
Air conditioner/heat for an individual home Clubhouse & Pool, maintenance & repairs	XX	xx
* Carport cover (incl. Cleaning top & under & outside Gutter)	XX	
Carport concrete surface	XX	
Cleaning of the units- exterior		XX
Common grounds		XX
Concrete front porch	XX	
Doors, replacement & weather seals	XX	
Door jams and thresholds	XX	
Driveways		XX
Dryer vents	XX	
Electrical connections & wiring inside homes	XX	
Electrical boxes which serve an individual home	XX	
Interior maintenance (all)	XX	
Lights, security storage area outside		XX
Lights, carport, patio and front connected to house meter	XX	
Lights, security and pole in common areas		XX
Mailboxes		XX
Plumbing from outside wall to meter (individual meter)	XX	
Plumbing - inside walls and concrete floor	XX	
Painting - exterior (all) to include doors		XX
Patio, concrete surface ·	XX	
Patio, fence repair/replacement	XX	0
Homeowner installed patio covers/awnings	XX	
** Original Gutters/downspouts repair/replcmnt, and cleaning debris		XX
Roofs, repairs or replacement		XX
Sidewalks		XX
Siding & exterior trim, home		XX
Siding & exterior trim, storage shed		XX
Storage area, inside structural repairs	XX	
Trees, shrubs, lawns on common area		XX
Trees, shrubs planted by residents	XX	
Utilities for pool and clubhouse		XX
Bricked wall, between patios/repair or replace	XX	
Window replacement/repair/weather seals	XX	
Area signs and house numbers		XX

^{*} Repairing damage to the Carport is the Homeowner responsibility. This includes inside posts and carport gutters.

^{**} Gutters installed after occupancy is Homeowners responsibility. Debris will be cleaned from original gutters by HOA.