



Condominium Unit

Owners Association's

Rules and Regulations

Handbook

January 12, 2016

Table of Contents

Table of Contents	2
1. Authority to Establish Rules and Regulations.....	3
1.1. Cinnamon Ridge Condominium Association.....	3
1.2. By-Laws.....	3
1.3. Rules & Regulations	3
2. Enforcement of Established Rules and Regulations.....	3
3. Precedence of Rules and Regulations	3
4. Definitions	4
5. Property Management.....	5
6. Association Rules and Regulations	6
6.1. Common Areas	6
6.2. Limited Common Areas.....	6
6.3. Unit	7
6.4. Insurance.....	7
6.5. Balconies.....	8
6.6. Car Repairs	8
6.7. Clotheslines / Clothing Racks / Drying Racks / Laundry.....	8
6.8. Exterior Changes to the Units	8
6.9. Lawn, Tree, and Shrub Care and Maintenance	9
6.10. Feeding Ducks / Geese Prohibited.....	10
6.11. Fire Pits	10
6.12. Fireworks.....	10
6.13. Flags	10
6.14. Grills.....	11
6.15. Going Away for Awhile.....	11
6.16. Hazardous Materials Prohibited	12
6.17. Hot Tubs / Spas	12
6.18. Littering.....	12
6.19. Mailboxes.....	12
6.20. Noise	12
6.21. Nuisances	12
6.22. Operating a Business Within the Unit	13
6.23. Parking	13
6.24. Pets	14
6.25. Pond	15
6.26. Pool Rules	15
6.27. Rental Property.....	17
6.28. Satellite Dishes / Television Antennae.....	18
6.29. Seasonal Decorations Policy	20
6.30. Selling a Unit.....	20
6.31. Sidewalks / Pathways	20
6.32. Signs.....	20
6.33. Snow and Ice Removal for Walkways and Driveways.....	21
6.34. Speed Limits.....	21
6.35. Storage of Items	21
6.36. Trash.....	22
6.37. Trespassing.....	22
6.38. Visitors or Guests	23
6.39. Voting.....	23
6.40. Window Air Conditioners / Fans.....	23
6.41. Window Coverings.....	23
7. Monthly Association Assessment	24
8. Enforcement Assessment (Fine) Policy	25
Appendix A – Change Request Form.....	27

1. Authority to Establish Rules and Regulations

1.1. Cinnamon Ridge Condominium Association

Article III of the *Articles of Incorporation Addendum* establish the *Cinnamon Ridge Condominium Association, Inc.* in accordance with Ohio Revised Code.

1.2. By-Laws

The *Cinnamon Ridge Condominium Association, Inc. Condominium Association By-Laws* establishes the power and authority of the *Cinnamon Ridge Condominium Association, Inc.*, and provides the rules that establish how the *Cinnamon Ridge Condominium Board of Directors* can act on behalf of the Association.

1.3. Rules & Regulations

Under Section 12.01 of the *Declaration of Condominium Property for Cinnamon Ridge Condominium*, and Section 4.01(f) and Section 2.01(e) of the *Cinnamon Ridge Condominium Association, Inc. By-Laws* the *Cinnamon Ridge Condominium Board of Directors* can adopt and publish rules and regulations for the *Cinnamon Ridge Condominium Association, Inc.*

2. Enforcement of Established Rules and Regulations

Under Section 2.01(m), 4.01(o), 5.01(f), and 5.01(g) of the *Cinnamon Ridge Condominium Association, Inc. By-Laws*, the Board (on behalf of the Association) can enforce the established rules and regulations. The Board, pursuant to, Section 24.02 and 25.05 of the *Cinnamon Ridge Condominium Association, Inc. By-Laws* may assess Enforcement Assessments.

3. Precedence of Rules and Regulations

All rules and regulations established within this Rules and Regulations supersede and replace any previously established rules by the *Cinnamon Ridge Condominium Association, Inc.*

4. Definitions

Association: The *Cinnamon Ridge Condominium Association, Inc.* as defined in Article 1.07 of the *Declaration*.

Board: The *Cinnamon Ridge Condominium Association's Board of Directors* as defined in Article 1.08 of the *Declaration*.

By-Laws: The *Cinnamon Ridge Condominium Association Inc. Condominium Association By-Laws* as defined in Article 1.09 of the *Declaration*.

Community: All property that the *Cinnamon Ridge Condominium Association, Inc.* has authority over (*The Cinnamon Ridge Condominium Community*). This is synonymous with the word "Condominium Property" as defined in Article 1.21 of the *Declaration*.

Declaration: The *Declaration of Condominium Property for Cinnamon Ridge Condominium, as recorded at Book 2317, Page 98 of the official records of Greene County, Ohio*.

Inoperable Vehicle: Inoperable vehicle means any vehicle which is wrecked, dismantled, partially dismantled, inoperative, deteriorated, decayed, lacks necessary repairs or maintenance, abandoned, bearing no State license plate or bearing a State license plate that is more than three months out of date, or discarded.

Management Company: The company or person serving as the Managing Agent for the *Community* as stated in Section 5 herein. Article 1.35 of the *Declaration*.

O.R.C.: Ohio Revised Code

Owner: Throughout this document the term "Owner" will be used to describe either a Resident or a Unit Owner. The use of the words "you", "your", or "yourself" will also be used when describing a Resident or Unit Owner.

Resident: The individual or individuals that resides within a *Unit* of the *Cinnamon Ridge Condominium Community*. This is synonymous with the word "Occupant" as defined in Article 1.37 of the *Declaration*.

Rules & Regulations: Any duly adopted rule or regulation of the *Cinnamon Ridge Condominium Unit Owners Association*. Article 1.45 of the *Declaration*.

Unit: Each single dwelling unit within the *Cinnamon Ridge Condominium Community* as defined in Article 1.48 of the *Declaration*.

Unit Owner: The individual or individuals who own a Unit of the *Cinnamon Ridge Condominium Community* as defined in Article 1.49 of the *Declaration*.

5. Property Management

Towne Properties (the Management Company) is the Managing Agent for the Association. The Management Company functions under the direction of the Board. The Management Company's address and contact numbers are:

Towne Properties
6540 Centerville Business Parkway
Centerville, OH 45459
Phone Number (937) 222-2550
Fax Number (937) 222-2552
Property Manager: Tim Thompson
Email: TimThompson@towneproperties.com

6. Association Rules and Regulations

Each Unit Owner or Resident is expected to read and abide by the Declaration, By-Laws, and Rules and Regulations. (They are binding and legal documents)

These Rules and Regulations do not constitute a complete listing of the rules. Rules and Regulations are also contained in the Declaration, By-Laws, and, from time to time, in newsletters and notices.

6.1. Common Areas

6.1.1. Definition of a Common Area

Common areas of the Community include, but not limited to: lawns, walkways, parking areas, roads, structure of the buildings, the lights on the front of the garages, foundations, roofs, main and supporting walls, trees, shrubs, pool area, and ponds. A complete description of the Common Areas is in Article VII of the Declaration.

6.1.2. Owner's Responsibility for Damage to a Common Area

It is the responsibility of each Owner to maintain, repair, and replace at your expense all portions of the Common Areas and facilities damaged or destroyed by reason of willful or uninsured negligent acts or the negligence of yourself or any of your guests. Article 18.04(d) of the Declaration.

6.1.3. Personal Items in Common Areas

Personal items that include, but not limited to, bicycles, fire pits, lawn chairs, play structures, toys, trampolines, etc., are not to be left in any Common Areas. Article 13.01 and 13.08 of the Declaration.

6.2. Limited Common Areas

6.2.1. Definition of a Limited Common Area

Limited Common Areas of the Community include: the patios, decks, balconies, entranceways, stairways, air conditioning pads, etc. A complete description of the Limited Common Areas is detailed in Article VIII of the Declaration.

6.2.2. Owner's Responsibilities for a Limited Common Area

The Owner is responsible for all maintenance and replacement of all portions of Limited Common Areas, including but not limited to patios, decks, entrance ways, stairways, stoops, air conditioning pad, as set forth in the Declarations. Any repairs required for the Limited Common Areas of your Unit that are externally visible (such as patios, decks, entrance ways, & air conditioning pads) shall be completed within 60 days. Article 8.02, 18.04(b), & 18.06 of the Declaration.

6.3. Unit

6.3.1. Definition of a Unit

Anything located within your Unit (as defined in Article 5 of the Declaration), on your patio, on your deck, or on your balcony, in your garage, and the doors of your Unit are considered private property.

6.3.2. Owner's Responsibility for a Unit

The Owner is responsible for, and expected to maintain all portions of your Unit, all internal installations in the Unit, and everything, which exclusively serves that Unit. Article 18.04(a) of the Declaration. Any repairs required for items that are part of your Unit that are externally visible (such as doors, garage doors, & windows) shall be completed within 60 days.

6.3.2.1. Broken Windows

The Unit Owner is responsible for all broken windows of a Unit.

6.3.2.2. Garage Door

The Unit Owner is responsible for all garage doors of a Unit. All exterior changes to a garage door must be approved by the Board (see Exterior Changes to the Units).

6.4. Insurance

6.4.1. Association Insurance

Contact the Management Company for the name of the Association's current insurance carrier. Insurance coverage on the exterior of the buildings, the Common Areas, and the Limited Common Areas is provided by the Association's insurance. Insurance costs of the Association are included in your monthly Association fee.

6.4.1.1. Limitations of Association's Insurance

The Association's insurance does not cover your contents or personal property or any improvements (which were not in the builder's original plans incorporated in the original purchase and specifications; i.e., wallpaper, upgrade light fixtures) or potential personal liability. Negligence or Owner liability coverage should be insured by the Owner's personal policy. Each Owner should carry liability coverage, since the Association's liability coverage is limited to the Common Areas and Limited Common Areas. The Association's insurance does not cover injury occurring inside your Unit, nor does it cover damage done to a neighbor's contents resulting from a problem within your Unit.

6.4.1.2. Association Insurance Deductible / Owner's Responsibility

If the Association's coverage is determined to cover a loss, but the Association has no physical loss to the Common Areas, an Owner may still be responsible for the Association's current deductible. The Association recommends that an Owner have *Loss Assessment* Insurance Coverage. The Association's insurance deductible is subject to change at any time.

6.4.2. Owner's Insurance

The Association recommends that you have insurance coverage for your Unit. The Association also recommends that an Owner have *Loss Assessment* Insurance Coverage. The Association recommends that you have your insurance agent call the Association's insurance agent to determine what personal insurance coverage you need to carry to be adequately covered.

6.5. Balconies

6.5.1. Privacy Fences / Railings

Any privacy fence or screen taller than the height of the balcony railing is prohibited.

6.5.2. Waste on Balconies

No Owner shall allow cigarette butts, cigarette waste, grease, human waste, pet waste, rubbish, or trash to be left or stored on the balconies at any time.

6.6. Car Repairs

A Unit Owner shall be responsible for all damage to Common Areas or Limited Common Areas that results from vehicle repairs. This includes leaking vehicle fluids on the driveways, grass, roadways, and sidewalks. No extensive car repairs, engine repairs, or bodywork shall be performed within the Community.

6.7. Clotheslines / Clothing Racks / Drying Racks / Laundry

No clothes, sheets, towels, blankets, or laundry of any kind shall be hung out or exposed on any part of the Common Area, Limited Common Areas, and facilities, including patios and decks. No clothing rack or any other drying rack shall be used in any part of the Common or Limited Common Areas and facilities, including patios and decks. Article 13.07 of the Declaration.

6.8. Exterior Changes to the Units

6.8.1. Board Approval for Exterior Changes

The Board must first approve all exterior additions or changes to Limited Common Areas, or the outside of any Unit as required by Article 13.03, 18.04(g), 18.05, 19.01, and 24 of the Declaration.

6.8.2. Exterior Change Requests

Requests for exterior additions or changes must be made in writing and submitted to the Board through the Management Company. A copy of the *Change Request Form* is attached in Appendix A of these Rules and Regulations. Contact the Management Company for a current version of the *Change Request Form*. Article 19 of the Declaration defines the change request approval process.

6.8.2.1. Outside Painting

All outside painting must be submitted to the Management Company for approval by the Board. This includes your unit's balcony railing, doors, garage doors, privacy fence, sashes, shutters, etc.

6.8.2.2. Storm Doors

Requests for storm door additions or changes shall be made in writing and submitted to the Board through the Management Company. In order to maintain the uniformity and attractiveness of our community, only full view almond or white storm doors shall be permitted.

6.9. Lawn, Tree, and Shrub Care and Maintenance

6.9.1. Landscaping Company

The Board hires contractors to mow and trim the lawns, prune the shrubs, and apply lawn and tree treatments. The lawns are usually mowed every seven to ten days; however, actual frequency depends on the weather and rate of growth. The lawns are fertilized and treated for weeds and insects four to five times each year, depending on what the Board believes is necessary.

6.9.2. Use of Lawn Treatments / Pesticide

If you want to spray/treat the lawn around your unit for insects/pests such as fleas or ants, you must first request Board approval.

6.9.3. Additional Landscaping

If you wish to add any additional landscaping around your Unit, you must submit all requests in writing to the Board for approval. The landscaping company will not maintain any additional landscaping you do. Requests for landscaping additions or changes must be made in writing and submitted to the Board through the Management Company. A diagram of the proposed landscaping changes must be attached to the *Change Request Form*. Use a copy of the *Change Request Form* in Appendix A of the Rules and Regulations to request changes. The Association, the Management Company, and the landscaping company will not be responsible for or liable for damage done to your additional landscaping while landscaping is being done for the Community.

6.9.4. Planting of Flowers / Plants

The Board encourages Residents to plant flowers in the beds previously established around your Units. Board approval is not necessary.

6.9.5. Owner's Responsibility of Flowers / Plants

Maintenance of plants or flowers planted by an Owner are the responsibility of the Owner. The Association, the Management Company, and the landscaping company will not be responsible for or liable for damage done to your plants / flowers while landscaping is being done for the Community.

6.9.6. Prohibited Flowers / Plants

No plants that cling to or climb up the buildings shall be planted anywhere in the Community.

6.9.7. Lawn Ornaments / Decorations

If you wish to put lawn ornaments or other decorations on or around your Unit, you must request Board approval in writing. It is your responsibility to trim the grass around these objects and to maintain them. Use a copy of the *Change Request Form* in Appendix A of the Rules and Regulations to request changes. The Association, the Management Company, and the landscaping company will not be responsible for or liable for damage done to your lawn ornaments / decorations while landscaping is being done for the Community.

6.10. Feeding Ducks / Geese Prohibited

Feeding the ducks, geese, or other waterfowl is prohibited at all times.

6.11. Fire Pits

6.11.1. Use of a Fire Pit on a Balcony

The use of any fire pit on any balcony within the Community is prohibited.

6.11.2. Unattended Fire Pit

Any fire pit that is in use shall not be left unattended.

6.12. Fireworks

The use of any kind of fireworks within the Community is prohibited.

6.13. Flags

6.13.1. American Flag

Any Owner is permitted to display the American Flag in accordance with federal laws and regulations concerning the American Flag. O.R.C. 5311.191.

6.13.2. State of Ohio Flag

Any Owner is permitted to display the State of Ohio Flag in accordance with any applicable laws and regulations concerning the State of Ohio Flag.

6.13.3. United States Military Service Flag

Any Owner is permitted to display a United States Military Service Flag in accordance with any applicable laws and regulations concerning United States Military Service Flags.

6.13.4. Collegiate, Decorative, and Seasonal Flags

So long as an Owner is not displaying any of the above described flags, an Owner may display a single collegiate, decorative, or seasonal flag at a time.

6.13.5. Flag Material

Any flag being displayed shall be made of cotton, nylon, or polyester.

6.13.6. Flag Size

The smallest dimension of any flag being displayed shall be 8 inches or larger. The largest dimension of any flag being displayed shall be 60 inches or less.

6.13.7. Flag Location

Any flag on display shall be located on the front side of the Unit. No flag shall be displayed in the windows of a Unit.

6.14. Grills

6.14.1. Grilling on a Balcony

The use of any grill on or under any balcony within the Community is prohibited.

6.14.2. Propane Tanks

Propane tanks for grills shall be turned off whenever the grill is not in use.

6.14.3. Unattended Grill

Any grill that is in use shall not be left unattended.

6.15. Going Away for Awhile

6.15.1. Notifications of Empty Unit

If you are going to be away for a few days, you should advise the police, a neighbor, and the Management Company. The name and telephone number of a person who has a key to your Unit should be supplied to the Management Company, in case there is an emergency (i.e. water leak). This would allow the Management Company to get into your Unit to stop the leak or prevent further damage.

6.15.2. Thermostat Setting

Owners vacating the Unit shall leave the heat on at least 60°F during cold weather, even if it is only overnight. Also, keep cabinet doors open to any pipes that are on an outside wall.

6.15.3. Main Water Supply

Turn off the main water supply valve whenever the Unit will be empty for an extended period. Remember to turn off the circuit breaker to the water heater to avoid damage to the heating elements in case of leaking.

6.15.4. Newspapers / Deliveries

Stop all newspaper, magazines, or other deliveries while you are away.

6.16. Hazardous Materials Prohibited

Storing of hazardous materials in your Unit or anywhere in the Community is prohibited. The complete description of restrictions regarding Hazardous Materials can be found in Article 13.02 of the Declaration.

6.17. Hot Tubs / Spas

Hot tubs and spas are prohibited in any Common Area or Limited Common Area of the Community.

6.18. Littering

Littering within the Community is prohibited at all times. Article 13.07 of the Declaration

6.19. Mailboxes

6.19.1. Repairs to Mailbox

Contact the United States Post Office for any repairs to your mailbox, its lock, or the key. Be sure to tell them you live in a condominium complex, not an apartment.

6.19.2. Mailbox Keys

Contact the United States Post Office regarding if you need a new or additional key for your mailbox. The Management Company and the Association do not have keys to the mailboxes and are not responsible for lost keys or lock changes.

6.19.3. Damage to Mailboxes

A Unit Owner shall be responsible for all damage to mailboxes caused by the Unit Owner, Resident, or guest.

6.20. Noise

Loud noise, such as radios, stereos, televisions, parties, motorcycles, other motorized vehicles etc., that may be irritants to your neighbors should be minimized. Immediate action should be taken to remedy the situation if you are notified of the irritant. Article 13.05 and 18.04(e) of the Declaration.

6.21. Nuisances

No noxious or offensive activity shall be carried on in any Unit or in the Common Areas. Nothing shall be within any Unit, willfully or negligently, that may be or become an annoyance or nuisance to other Residents. Article 13.05 of the Declaration

6.22. Operating a Business Within the Unit

No industry, business, trade, occupation or profession of any kind – commercial, religious, educational or otherwise, designated for profit, altruism, etc. – shall be conducted, maintained, or permitted within the Community. Article 13.09 of the Declaration.

6.23. Parking

6.23.1. Driveway Parking

Each Unit has exclusive use of its driveway for the parking of the Owner or guests of the Owner.

6.23.2. Blocking Another Unit's Driveway

Parking in a manner that prevents, inhibits, or blocks another Unit's unrestricted use of their driveway is prohibited.

6.23.3. Parking in the Street

Parking in the streets is prohibited.

6.23.4. Parking on the Grass

Parking on the grass is prohibited.

6.23.5. Blocking Traffic Flow

Parking in any manner that blocks the flow of traffic is prohibited.

6.23.6. Parking In An Unsafe Location

Parking in any manner that is unsafe is prohibited.

6.23.7. Parking of Inoperable Vehicles

Parking of Inoperable Vehicles (see the definition of "Inoperable Vehicle" in the definitions section) in any parking spot or driveway within the Community is prohibited.

6.23.8. Oversized Vehicles

Parking boats; Recreational Vehicles (RV); vehicles such as tractors, trailers, dump trailers, limos; oversized or outsized vehicles; moving vans; commercial vehicles; mobile homes, and campers are prohibited at all times. Moving vans and storage containers (e.g. PODS) are permitted to facilitate immediate moving activities. Storage containers are permitted in the Unit driveway for 10 days or less. Storage containers may not block or hinder access to the Common Areas, parking areas, or another Owner's Unit or Limited Common Area. Article 13.08 of the Declaration.

6.23.9. Visitors Subject to Parking Regulations

All visitors or guests are subject to the parking regulations in the Rules and Regulations. It is the responsibility of the Owner to ensure their guests are following the parking regulations.

6.23.10. Visitor Parking

All marked parking spaces in the Community are available for visitors to park in. Parking is on a first come first serve basis.

6.23.11. Visitor Parking Time Limits

Visitor parking is to be used on a short-term basis. No vehicles may be parked in visitor parking for more than 72 hours.

6.23.12. Towing

All vehicles (including vehicles belonging to visitors or guests) not following the parking regulations in the Rules and Regulations, or parked illegally, will be towed and the Resident / Unit Owner is subject to an Enforcement Assessments (fine). The vehicle's owner is responsible for all towing and storage costs. Neither the Association nor the Management Company will be responsible, financially or otherwise, for any vehicle towing, storage costs, or damage.

6.23.13. Towing Authority

Only the members of the Board or the Management Company have the authority to authorize the towing of vehicles parked in Common Areas. A Unit Owner can request to have vehicles towed from their own driveway.

6.23.14. Resolving Parking Problems

Owners are encouraged to resolve parking difficulties with other Owners before calling the Management Company about the problem.

6.24. Pets

6.24.1. Pet Policy

Article 13.04 of the Declaration outlines the pet policy for the Community. All Owners are expected to abide by this policy.

6.24.2. Excessive Pet Noise

Owners are not to permit their pets to bark excessively or create any other noise excessively at any time, including when the owner is away. Article 13.05 of the Declaration.

6.24.3. Pet Control

Pets are not permitted to run loose within the Community at any time. At all times pets must be on a leash. Pets are not permitted to be tied up outside at any time. No chains, stakes, fences are permitted in the Common Areas or Limited Common Areas; and will be removed by the Management Company. Please report any uncontrolled pets to the Management Company, Animal Control, or the police.

6.24.4. Pet Droppings

All pet droppings are to be picked up immediately after occurring and properly disposed of. Pet droppings shall not be left on any patio or balcony within the Community. It is the pet owner's responsibility to clean up after the pet. If the Board should consider it necessary to clean up the fowled or damaged area, the pet's owner will be billed for this service and the Owner is subject to an Enforcement Assessments (fine). The Common Areas must be kept clear of droppings. Article 13.07 of the Declaration.

6.24.5. Pet Related Items

Leashes and any other animal-related paraphernalia must not be left in Common Areas or Limited Common Areas.

6.24.6. Damage to Grass / Landscaping from a Pet

A Unit Owner shall be responsible for any damage to the grass or landscaping within the Community caused by your pet. Damages shall include dead grass or landscaping caused by frequent pet urination in the same spot.

6.25. Pond

6.25.1. Boating in the Pond Prohibited

The use of any canoe, kayak, raft, or any kind of boat in the pond is prohibited.

6.25.2. Fishing in the Pond Prohibited

Fishing in the pond is prohibited.

6.25.3. Pond Maintenance

The Management Company will maintain the pond. The Management Company will replace the lights around the pond. If you notice a light has burned out, please contact the Management Company.

6.25.4. Damage to Pond

A Unit Owner shall be responsible for all damage to the pond, the lights around the pond, pumps, fountains, wiring, conduits, plumbing or any other pond maintenance equipment caused by the Unit Owner, Resident, or guest.

6.25.5. Swimming / Wading in the Pond Prohibited

Swimming or wading in the pond is prohibited.

6.26. Pool Rules

6.26.1. Pool Hours

The pool will be open from Memorial Day through Labor Day. Pool hours are:

Sunday – Thursday:	8 AM – 10 PM
Friday – Saturday:	8 AM – Midnight

6.26.2. No Lifeguard

Swim at your own risk. No lifeguard on duty.

6.26.3. Pool Area Capacity

The number of people in the pool area is limited to a maximum of 50 people.

6.26.4. Guests in the Pool Area

Residents always have priority use of the pool. A Resident must accompany guests in the pool area at all times. During time periods when there are more than 6 Residents using the pool, each Unit is limited to no more than 2 guests.

6.26.5. Children

An adult must accompany anyone under the age of 12 in the pool area at all times.

6.26.6. Gas Grill

All Residents are permitted to use the gas grill in the pool area. After using the grill, a Resident shall leave the grill in a state that is ready to be used by another Resident. This includes turning off the gas, discarding all trash or food wastes, cleaning the grill, and cleaning and returning all grill utensils to their proper location.

6.26.7. Lost & Found

The Association does not maintain a Lost & Found box for items left at the pool. The Association, the Management Company, and any pool maintenance contractors shall not be responsible for items left at the pool. Items left unattended in the pool area will be removed.

6.26.8. No Littering

Littering in the pool area is prohibited. Trash containers are provided in the pool area. Cigarettes and cigarette butts shall be disposed of in the containers provided. Cigarettes and cigarette butts shall not be disposed of in the trash, the shrubs, the landscaping, the lawns or any other Common Area.

6.26.9. Pool Keys

Owners shall not duplicate pool keys. Owners shall not allow anyone who is not a Unit Owner or Resident to possess or use their pool key.

6.26.10. No Alcoholic Beverages

No alcoholic beverages are permitted in the pool area at any time.

6.26.11. No Glass

No glass bottles or containers are permitted in the pool area at any time.

6.26.12. No Rowdiness, Horseplay, Offensive Behavior/Language

No rowdiness or horseplay is permitted in the pool area at any time. In accordance with Article 13.05 of the Declaration, nuisance or offensive behavior/language is prohibited. Individuals violating this policy may be asked to leave the pool area, and are subject to fines and legal action.

6.26.13. No Pets in Pool

Pets are not permitted to be in the pool or pool area at any time, due to Health Department Regulations.

6.26.14. Noise in Pool Area

While using the pool, noise must be kept to a reasonable level. During the hours of 8AM – 11 AM and 8 PM – Midnight no yelling or loud noises are permitted in the pool area. While using the pool be considerate of the neighbors next to the pool.

6.26.15. Rafts

The use of any type of raft or flotation device is prohibited whenever more than five people are using the pool.

6.26.16. Umbrellas

Whenever a Resident leaves the pool area, and there is no one else in the pool area, the umbrellas shall be lowered.

6.26.17. Reserving Chairs

Reserving chairs is prohibited.

6.26.18. Waterproof Pants

Any incontinent person must wear waterproof pants while using the pool.

6.26.19. Suspension of Pool Privileges

If any Unit Owner is delinquent in the payment of any assessments for more than thirty (30) days, the Owner shall have all pool privileges suspended immediately for the Owner, Resident, and all guests. The use of the pool by the Owner, Resident, or any guests of the Owner or Resident during the suspension of pool privileges shall be a violation of the Rules and Regulations, and the Unit Owner shall be subject to an Enforcement Assessment. Article 2.01(r) of the By-Laws.

6.27. Rental Property

6.27.1. Renting of a Unit

Unit Owners are permitted to use your Unit as a rental property subject to the restrictions set forth in the Declaration and herein. Article 13.11 of the Declaration.

6.27.2. For Rent Signs

For Rent Signs are not permitted at any time.

6.27.3. Provide Tenant Contact Information

Within 30 days of renting a Unit, the Unit Owner shall provide the name and phone number of the tenant in writing to the Management Company. The Unit Owner shall keep the tenant contact information provided to the Management Company current. Article 14.02 of the Declaration, O.R.C. 5311.09 (A) (2), (3).

6.27.4. Provide Contact Information form Managing Agent

Within 30 days of establishing a rental property manager as an Agent for the Unit Owner, the Unit Owner shall provide the name, address, and phone number of the rental manager, in writing to the Management Company. The Unit Owner shall keep the rental manager contact information provided to the Management Company current. Article 14.02 of the Declaration. Article 14.02 of the Declaration, O.R.C. 5311.09 (A) (2) (b), (3).

6.27.5. Provide Tenant with Rules and Regulation Handbook

Within 30 days of renting a Unit, the Unit Owner shall provide a copy of the current Rules and Regulations to the tenant.

6.27.6. Unit Owner’s Responsibility for Tenant

The Unit Owner is responsible for violations, fines, assessments, repairs, or costs described in the Rules and Regulations that result from the actions of a tenant or the guest of a tenant.

6.28. Satellite Dishes / Television Antennae

6.28.1. Installation of a Satellite Dish / Television Antennae

Each Unit shall be permitted to install one satellite dish or Television Antennae. The Owner shall notify the Management Company in writing when a satellite dish / television antennae has been installed, and provide the location where the satellite dish / television antenna was installed. The Owner shall be responsible for all costs associated with the relocation or removal of any satellite dish / television antenna that has be installed in violation of the Rules & Regulations. The Association, the Management Company, and all contractors hired by the Association or Management Company will not be responsible for or liable for damages done to your satellite dish / television antennae or associated wiring while maintaining the Community.

6.28.2. Prohibited Installation Locations

Satellite dishes / television antennae shall not be attached to any building, roof, fence, balcony, tree, landscaping, or other structure within the Community without the written permission from the Association. Any Owner who installs a satellite dish / television antennae in a prohibited area without the written permission of the Association shall be responsible for all damages and water leaks caused by the installation. Satellite dishes / television antennae shall not be installed on the front side of any building, in front of the line created by the front face of any building (including neighboring buildings), or within 6 feet of the front door to any Unit.

6.28.3. Installation Guidelines

Any satellite dish / television antennae installed within the Community should be located as close as possible to the back side of any building or structure, and should be installed so that the visibility of the satellite dish / television antennae is minimized from the street. A satellite dish / television antennae should be installed in one of the following locations (listed in priority order):

1. Within the fenced in area of the patio behind the Unit.
2. On the balcony of the Unit (Do NOT attach it to the balcony!!!).
3. Along the side of the building closest to the Unit.
4. Along the other side of the building.
5. Along the side of a neighboring building.

6.28.4. Satellite Dish Wiring

All satellite dish / television antennae wires shall not be attached to the front face of any building or structure. All wires shall be buried, or they shall run inconspicuously, shall not be overtly visible, shall not interfere with any neighboring Units or their Limited Common Area, and shall enter the Unit through a specific attic vent or under the soffit of the Unit the device provides service to. The Owner shall be responsible for all wiring.

6.28.5. Anchoring

Satellite dishes / television antennae sitting on any balcony or located more than 4 feet above the ground must be anchored or tethered so that it cannot be blown down or fall on anyone or anything below the installation location. Anchors shall not be permanently attached to any building, roof, fence, balcony, tree, landscaping, or other structure within the Community without the written permission from the Management Company.

6.28.6. Satellite Dish Removal

A Unit Owner shall be responsible for the removal of any satellite dish / television antennae and associated hardware (such as wiring, stands, etc.) within 30 days of the termination of service, when the Unit is sold, or when the Unit becomes vacant. A Unit Owner shall ensure that the Common Area or Limited Common Area where satellite dish was installed is restored to the natural appearance, and that no water leaks or intrusions into any building or structure could result from the removal of the satellite dish / television antennae.

6.28.7. Installation Location Waiver

If an Owner is unable to identify an installation location that is compliant with the Rules and Regulation and is capable of receiving transmission signals, contact the Management Company. The Board and the Management Company will help to identify an installation location that will work. The Management Company will issue a written waiver for the identified location if required. The Owner shall be responsible to maintain a copy of any installation location or anchoring waiver provided. Failure of the Owner to maintain a copy of a satellite installation location or anchoring waiver provided shall void such waiver.

6.29. Seasonal Decorations Policy

Seasonal decorations are permitted in Limited Common Areas only, and they must be removed by the end of the season. Christmas decorations are not to be installed prior to Thanksgiving and must be removed by January 7th. Window lighting is allowed outside each Unit. Decorations must be in good taste. The Board will determine appropriateness of decorations, and Owners will be asked to take down decorations deemed inappropriate for the Community. If the Management Company is required to remove any decorations due to inappropriateness or failure to comply with time frames established by the Board, the Owner will be billed for these services and the Owner is subject to an Enforcement Assessments (fine).

6.30. Selling a Unit

6.30.1. Real Estate Sign

One professional real estate sign (not to exceed 9 square feet in total area) may be placed inside the window of a Unit. Open House signs are allowed, but only during the time of the open house. Article 13.09 of the Declaration.

6.30.2. Notification – Unit for Sale / Sold

The Owner shall notify the Management Company in writing when listing your Unit for sale, and once the Unit has been sold. Article 14.02 (a) of the Declaration.

6.30.3. Providing Governing Documents

If you sell your Unit, you must provide a copy of all governing documents (the Declaration, By-Laws, the Rules and Regulations, etc.) to the buyers of your Unit. If you have lost your copy of any of these documents, a replacement can be obtained from the Management Company for the cost of providing the copy. Article 14.03 of the Declaration.

6.30.4. Inspection Prior to Closing

Prior to closing, the Unit must be in compliance with all governing documents (the Declaration, By-Laws, the Rules and Regulations, etc.). The Board may seek recourse for any noncompliance of these Rules & Regulations.

6.31. Sidewalks / Pathways

Riding of bicycles, roller blades, skateboards, motorcycles, any other motorized vehicle, horses, or any other large animals on the sidewalks or pathways is prohibited.

6.32. Signs

No sign, banner, or advertisement shall be placed anywhere in the Community for any altruism, business, commercial, educational, occupational, political, professional, religious, or trade purposes unless authorized by statute or by other Rules & Regulations contained herein. Articles 13.01, 13.03, 13.05, 13.07, & 13.09 of the Declaration.

6.33. Snow and Ice Removal for Walkways and Driveways

6.33.1. Limitations on Snow/Ice Removal

It is neither practical nor feasible to totally control ice on the sidewalks and parking areas. Ice problems shall be treated with potassium chloride or calcium chloride. The use of rock salt is prohibited.

HOMEOWNERS SHOULD TAKE GREAT CARE WHEN OUTSIDE AND BE ON GUARD FOR ICY OR SLICK AREAS.

6.33.2. Snow / Ice Removal Company

The Board shall hire an independent contractor to remove snow and ice. At the Board's discretion, snow and ice will be removed from the front walks, driveways, parking lots, and other Common Areas. It is the general policy that the Board will remove snow and ice after an accumulation of more than two (2) inches. Please contact the Management Company with any questions or concerns regarding the company hired to remove snow / ice from the Community.

6.33.3. Owner's Responsibility for Snow / Ice Removal

If an Owner treats your own walks, the Owner shall not use salt. Salt may damage the concrete. Any damage done to concrete or driveways from the use of salt shall be the responsibility of the Owner and the Owner may be charged for repair costs. Owners shall use Potassium chloride or calcium chloride pellets.

6.34. Speed Limits

All persons operating a motorize vehicle in the Community shall comply with posted speed limit signs. The city of Beavercreek Police Department shall be entitled to enforce laws, regulations, and restrictions related to operating a motor vehicle in the Community.

6.35. Storage of Items

6.35.1. Storage of Items in the Common Areas

The storage of items in any Common Area within the Community is prohibited at all times. Article 13.01 & 13.08 of the Declaration.

6.35.2. Storage of Items in Limited Common Areas

The only items that shall be permitted to be stored in a Limited Common Area (front porch, patio, balcony, etc.) shall be equipment that was designed by the manufacturer to be stored and used in a location similar to the Limited Common Area. Permitted examples: patio furniture, grill, fire pit, seasonal decorations, decorative flower pots, etc. No other items shall be stored in a Limited Common Area at any time.

6.35.3. Stored Items Impact on Community Aesthetics

All items stored in a Limited Common Area that are externally visible from a Unit must be maintained and fully functional as designed by the manufacturer at all times. All items must be kept organized and shall not detract from the aesthetic appeal of the Community at any time. The Board shall have the final decision on any items stored in a Limited Common Area that detract from the aesthetics of the Community. The storage of any items in a Limited Common Area that is visible from the street or from the walking paths shall be minimized.

6.36. Trash

6.36.1. Trash Removal Services

Owners shall be responsible for trash removal from your Unit at your expense. Owners may select any professional waste removal company, such as *Rumpke* and *Waste Management*. Owners shall promptly make arrangements for the removal of large or specialty trash items such as furniture, appliances, mattresses, box springs, etc.

6.36.2. Trash Containers

Trash or recyclable items shall be discarded in containers with closeable lids. Secure heavy duty plastic bags may be used as long as they are tied tightly. Recyclables must be bagged/secured to prevent scattering around the property. Trash/recyclables or trash containers may not be set out until after 5:00 P.M. the night before the service date, and must be removed by the end of the service date.

6.36.3. Trash Container Storage

Outside of the service date times listed above, trash containers shall be stored inside your Unit or within the privacy screened area behind your Unit. Owners in violation of this rule shall be subject to an Enforcement Assessments (fine). Each day or portion of a day, that a trash container remains outside of a permitted area shall be considered a separate violation of this rule.

6.36.4. Paper / Cardboard

Paper bags or cardboard cartons shall not to be left outside overnight or not weighted down.

6.37. Trespassing

6.37.1. Definition of Trespassing

Trespassing is the unauthorized entry of any person into the Community. Only an Owner, a member of the Board, or the Management Company may authorize someone to enter the Community.

6.37.2. Person Found Trespassing

Any Owner, member of the Board, or agent of the Management Company may report a suspected trespasser to the local authority. If a person who is believed to be trespassing is unable to prove they have authorization to be in the Community, then any Owner, member of the Board, or agent of the Management Company may trespass the person off the property.

6.37.3. Police Involvement in Trespassing

The city of Beavercreek Police Department and any other applicable law enforcement authority is entitled to enforce trespassing regulations as requested by any Owner, member of the Board, or Agent of the Management Company.

6.38. Visitors or Guests

6.38.1. Visitors or Guests are subject to the Rules and Regulations of the Community.

All visitors or guests shall comply with the Rules and Regulations of the Community and shall not disturb other Owners, harass other Owners, threaten other Owners, or encroach upon the Unit of another Owner without authorization.

6.38.2. Visitors or Guests who do not comply with the Rules and Regulations.

Any visitor or guest in violation of the Declaration, By-Laws, or Rules and Regulations of the Community may be trespassed from the property in accordance with the trespassing provision stated above.

6.39. Voting

6.39.1. Election of the Board of Directors

Any Unit Owner who is delinquent in the payment of any assessments for more than sixty (60) days shall not be allowed to vote in person or by proxy for the election of the Board of Directors. Article 2.01(r) of the By-Laws.

6.39.2. Proxy Ballots

Any Unit Owner who is delinquent in the payment of any assessments for more than sixty (60) days shall not be appointed as proxy for any Unit Owner for the election of the Board of Directors. Any proxy nomination that names a delinquent Unit Owner as the proxy shall not be counted in the election results for the Board of Directors.

6.40. Window Air Conditioners / Fans

The use of any window air conditioner or fan is prohibited. Article 13.03 of the Declaration.

6.41. Window Coverings

All window coverings shall be solid color and neutral tones. All blinds or window coverings shall be kept in working order. Article 13.03 of the Declaration.

7. Monthly Association Assessment

7.1. Due Date

The monthly Association Assessment is due on the first day of each month. If the monthly Association Assessment is not paid in full and received on or before the tenth (10) day of each month, the Unit Owner shall be assessed a late fee. Article 25.06 of the Declaration. Articles 9.01, 9.04, 9.07 of the By-Laws.

7.2. Late Fee

The current late fee for failure to pay Monthly Association Assessments on time is \$25. The Board reserves the right to modify this fee at any time. Article 25.06(a) of the Declaration.

7.3. Delinquency

Monthly Association Assessments are crucial to the operation of the Association as described above, and delinquent Owner's accounts will not be tolerated. When an Owner's account becomes delinquent a lien may be filed on the Unit at the expense of the Unit Owner. If further delinquency continues, a foreclosure action against the Unit Owner may be taken. Articles 25.08, 25.09, 25.10, 25.14 of the Declaration. Article 5.01(c)(iii) of the By-Laws.

7.4. Collection of Delinquent Accounts

Delinquent Unit Owners shall be responsible for all costs of collection, including, but not limited to, legal costs, attorney's fees, and all other related costs, which may be charged to the Unit.

7.5. Personal Liability for Assessments

A Unit Owner shall be personally liable for all assessments against a Unit including but not limited to Monthly Assessments, Special Assessments, Special Individual Assessments, and Enforcement Assessments. In addition to any lien or foreclosure action, the Association may pursue a civil action against the Unit Owner. Article 24.03 and 25.01 of the Declaration.

8. Enforcement Assessment (Fine) Policy

8.1. Enforcement Assessment

As authorized by Article 12.02 of the Declaration and 4.01(f)(iv) of the By-Laws, the Association will issue warning letters and / or fines to ensure compliance with all Rules and Regulations of the Community. Enforcement Assessment amounts will be determined based on the severity of the violation, the number of infractions, and any other relevant factors. Enforcement Assessment amounts could be as high as \$100 per violation and / or 24 hour period of non-compliance with the Rules & Regulations.

8.2. Enforcement Assessment Procedure

Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Condominium Organizational Documents or the Rules and Regulations of the Association, the Board shall give the Unit Owner of the Unit written notice containing:

1. A description of the property damages or the violation;
2. The amount of the proposed charge or assessment;
3. A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
4. A statement setting forth the procedures to request a hearing pursuant to subsection 24.02(b) of the Declaration; and
5. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

8.2.1. Requesting a Hearing

To request a hearing, the Unit Owner shall deliver a written notice to the Management Company not later than the tenth (10th) day after receiving the written notice described in 8.2. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an Enforcement Assessment pursuant to section 8.2. If a Unit Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

8.2.2. Charge or Assessment Prior to a Hearing

The Board shall not levy a charge or assessment before holding any hearing requested pursuant to section 8.2.1.

8.2.3. Allowance of Time to Correct a Violation

The Association, through the Board, may allow a reasonable time to cure a violation of the provisions of the Condominium Organizational Documents or the Rules and Regulations of the Association before imposing a charge or Enforcement Assessment.

8.2.4. Notification of Board Decision

Within thirty (30) days following a hearing at which the Board imposes a charge or Enforcement Assessment, the Association shall deliver a written notice of the charge or Enforcement Assessment to the Unit Owner.

8.3. Payment of Enforcement Assessment

Payment for any Enforcement Assessment shall be due upon assessment.

8.4. Failure to Pay Enforcement Assessment

If not paid when due, fines or Enforcement Assessments may become a lien upon the property. Article 25.06 and 25.08 of the Declaration.

8.5. Rental Units

Enforcement Assessments related to violation of a tenet shall be charged to a Unit Owner.

Appendix A – Change Request Form

Instructions: All changes to the Unit shall be submitted in writing to the Board through the Management Company. Only the Unit Owner can request changes to the Unit. Contact information for the Management Company can be found in Section 5 of the Rules and Regulations.

Printed Name of Unit Owner _____

Signature of Unit Owner _____

Address of Unit _____ Date of Request _____

I hereby request permission to make the following changes, additions, or alterations to my Unit. The plans and specifications showing the nature, kind shape, dimensions, materials, and location(s) of the same are shown below and/or attached hereto.

I understand that I bear all liability and financial responsibility for this change, addition, or alteration. I agree to acquire any necessary government permits and, further, to maintain such change, addition, or alteration in accordance with the standards set by the Association and Board. I further understand that any damages to the Common Areas or Limited Common Areas that result from this change, addition, or alteration are my responsibility and any subsequent Unit Owners.

Received By _____ Date _____

_____ Approved _____ Disapproved Date _____

Reason _____