

**Reserve at the Fairways Community Rules
As of May 2022**

These rules are equally applicable to Owners (both local and remote) and non-Owner Occupants (renters).

For the purpose of the Reserve at these Fairways Community Rules and, generally, as defined in the Condominium and Master Association Declarations:

Adult: "All persons of the age of eighteen years or more, who are under no legal disability, are capable of contracting, and are of full age for all purposes." (Age of Majority definition in Ohio Revised Code Section 3109.01)

Board: A group of volunteer Unit Owners, elected during the Annual Association Meeting by the Unit Owners, to govern the business and affairs of the Condominium Association on behalf of the Unit Owners in accordance with the provisions of the Condominium Governing Documents.

Capable Swimmer: Any person able to swim a length of the pool using any stroke in a reasonable style and is capable of treading water, unaided, for two minutes. (<https://www.lawinsider.com/dictionary?prefix=Capable+swimmer>)

Combustible Construction: Wood frame (Type V) buildings (the construction type of all Reserve at the Fairways buildings) are the most combustible construction type on the list compiled by the National Fire Protection Association (<https://www.neit.edu/blog/what-are-the-different-types-of-construction>). While the average person and many companies consider vinyl siding and fences to be non-combustible, the Ohio Fire Code, the State Fire Marshall, and the Huber Heights Fire Official are unwavering in their position that vinyl siding and fencing are classified as combustible construction and that open-flame cooking devices (such as barbeque grills) cannot be used within 10 feet of such combustible construction.

Community Manager: The company contracted by the Association (currently Apple Property Management) to manage day-to-day community operations.

Common Element (CE): All of the Condominium Property except that portion described in the Condo Association Declaration as constituting a Unit.

Declaration: A fundamental document that establishes the existence of and further governs the use and maintenance of a condominium property. It is regulated by the Ohio Condominium Act and it includes legal descriptions of the condominium and of each individual unit, the nature and scope of the development project, and several provisions regarding the use of the condominium units and common areas. At present, our community has two Associations (Condominium and Master) with each Association having a Declaration to govern its operation. The Board is taking actions to dissolve the Master Association.

Governing Documents: The set of documents that include the declaration(s), bylaws, plat maps and plans and - in many cases - any rules, regulations, resolutions, or policies that have been adopted over the years by the Association's Board.

Insurable Event: An event, loss or damage for which the Insured is entitled to benefit(s) under the Policy.

Limited Common Element (LCE): the subset of CEs that serve exclusively one (1) or more, but less than all, Units and for which the enjoyment, benefit, and use are reserved to the lawful Occupant(s) of that Unit(s), either in the Condominium Association Declaration or by the Board. The Occupant is responsible for maintaining LCEs in accordance with established appearance schemes and standards.

Occupant: A person lawfully residing in a Unit, whether or not that person is a Unit Owner.

Unit: A part of the Condominium Property that is so designated by the Reserve at the Fairways Condominium Declaration and Amendments thereto.

Unit Owner: Person(s) or entity (corporation, partnership, trustee, or other legal entity capable of holding title to real property) who own a Condominium Ownership Interest in a Unit that is recorded at the Montgomery County Recorder's Office.

Unit Style: One of 7 available Unit configurations within the community detailed in the Condominium Declaration.

1	Architectural Project Review Process for Approval of Modifications:
1.1	All modifications (including improvements and additions) to CEs, LCEs, and Units (in limited instances) constitute an architectural project and are subject to this process.
1.2	Details can be found on the Architectural Project Request Form (available upon request from the Community Manager or on the Clubhouse bulletin board near the fitness room).
2	Media Devices:
2.1	<u>Exterior antenna (TV, etc.) or satellite dish:</u> The installation of either constitutes an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1).
2.2	<u>Satellite dishes:</u> <ul style="list-style-type: none"> • Must not be attached to a Unit’s external surfaces (for example, roofing, siding, trim) • Must not exceed 39.37 inches (1 meter) in diameter • Must be placed in the rear of the Unit and not viewable from the street
3	Utilities:
3.1	<u>Billing:</u> Occupant is responsible for all Unit water/sewer, electric, gas, trash/recycling, and communication (TV/Internet/Phone) utility consumption and associated billing.
3.2	<u>Trash and recycle containers:</u> Containers must not be placed at the curbside earlier than noon of the day prior to pick-up and must be removed no later than noon of the day following pick-up. If an Occupant will not be home to satisfy this rule, they should either not put the containers out or recruit the assistance of a neighbor. At other times, containers must be stored in such a manner that they are not visible from the street.
4	Pets:
4.1	<u>Size and weight:</u> There are no restrictions
4.2	<u>Behavior:</u> City of Huber Heights Ordinances Chapters 505 and 509 must be adhered to within the community. The ordinances consider it a misdemeanor to allow a pet to: <ul style="list-style-type: none"> • Run at large • Create noxious/offensive odors or unsanitary conditions • Create a nuisance through behaviors such as frequent and habitual barking/howling/yelping or aggression Any such occurrences may either be treated as a rule violation or may reported to local authorities.
4.3	<u>Waste:</u> <ul style="list-style-type: none"> • Occupants and their guests must clean-up pet waste immediately and dispose of it in their Unit trash container • City of Huber Heights Ordinance, Chapter 505 considers it a misdemeanor to fail to comply with this rule
4.4	<u>Restraint:</u> When outside the Unit, <ul style="list-style-type: none"> • Pets must be on a leash not more than 6 feet in length and must be continuously under control • Pets may be secured to a stake or other non-CE/LCE item in the pet owner’s Unit’s patio area ONLY <ul style="list-style-type: none"> ○ The leash length must confine the pet within the Unit’s patio area ○ When a pet is restrained in this manner, the pet owner must either be in pet’s presence or inside the Unit at all times ○ A stake must not present a hazard to either mowing operations or Association volunteers • Pet fences, electric or otherwise, must not be installed

5	Patio Areas:
5.1	<p>A patio area is the CE-space in the rear of a Unit that is accessed through a Unit's patio door.</p> <ul style="list-style-type: none"> • Depending on the Unit Style, some patio areas are only the size of the concrete slab while others range widely in size • The patio slab is a Declaration-defined LCE. All landscape beds in this area are treated as LCEs.
5.2	<u>Patio modification</u> (for example, addition of pavers, stone, or other professional material) constitutes an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1).
5.3	<u>Patio furniture</u> must fully remain within confines of a Unit's patio area.
5.4	<p><u>Patio covers</u> (also referred to as canopies or gazebos), while generally permitted, constitute an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1). Additionally, patio covers:</p> <ul style="list-style-type: none"> • Must be securely anchored in the soil with stakes • Must not be attached to or touching, either temporarily or permanently, the exterior of the building or other CE • Must not be allowed to extend beyond the boundary of the patio area
5.5	<p><u>Open Flames & Burning:</u> Ohio Administrative Code (Ohio Fire Code), Chapter 1301:7-7 (https://codes.ohio.gov/ohio-administrative-code/chapter-1301:7-7-03) [General Requirements]</p> <ul style="list-style-type: none"> • <u>Open-Flame Cooking Devices (Barbeque grills):</u> Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction (Chap 1301:7-7-03 (H)(1)(d)) <ul style="list-style-type: none"> ○ Exceptions: <ul style="list-style-type: none"> ▪ One- and two-family Units ▪ Where approved by the fire code official ▪ Liquid propane (LP)-gas cooking devices having an LP-gas container with a water capacity not greater than 2½ pounds • <u>Open-Flame Lighting Appliances:</u> Lighting appliances shall be well-secured in a glass globe and wire mesh cage or a similar approved device. (Chap 1301:7-7-03 (H)(1)(a)) • <u>Recreational fires:</u> Recreational fires shall not be conducted within 25 feet of a structure or combustible material (Chap 1301:7-7-03 (G)(4)(b)) <ul style="list-style-type: none"> ○ <u>Fire pits:</u> Recreational fires conducted in gas-fired recreational pits shall not be conducted within 15 feet of a structure
5.6	<p><u>Storage units</u>, while generally permitted, constitute an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1). Additionally, storage units:</p> <ul style="list-style-type: none"> • Must not exceed 6 feet x 6 feet (length x width) in size • Must have similar coloring to the Unit exterior • Must be maintained in good repair and not have visible signs of rust and/or damages
5.7	<u>Fasteners or other fixtures</u> (for example, screws, nails, etc.), whether permanent or temporary, must not be attached to the privacy fence or any part of the Unit's exterior. As an alternative, "hook-type" fasteners are permitted.
5.8	<u>Hot Tubs</u> , while generally permitted, constitute an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1).
5.9	<u>Awnings</u> must not be installed.
5.10	<u>Loose items</u> must be secured when not in use. Occupants should retrieve items blown out of Unit patio areas at the earliest opportunity in order to prevent damage to the grass.

6	Unit Exteriors:
6.1	<p><u>Modifications</u>, while generally permitted, constitute an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1).</p> <ul style="list-style-type: none"> • <u>Windows, doors (including garage doors), and associated frames</u> (which fall under the definition of a Unit) constitute an architectural project and are subject to the Architectural Project Review Process (see Rule 1.1) due to their impact on community appearance schemes and the ARC's responsibility for ensuring compliance with these schemes • <u>Flagpole holders</u>, while generally permitted, constitute an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1)
6.2	<u>Driveways</u> : Vehicles must not be allowed to leak fluids on driveways or visitor parking spots.
6.3	<p><u>Maintenance</u> (includes painting and repair):</p> <ul style="list-style-type: none"> • <u>CEs</u>: Sole responsibility rests with the Association • <u>LCEs</u>: Responsibility rests with Occupant. Maintenance of LCEs constitute an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1) due to their impact on community appearance schemes and the ARC's responsibility for ensuring compliance with these schemes
7	Landscaping:
7.1	<u>Mowing</u> : Will be completed weekly (weather- and condition-permitting)
7.2	<p><u>Tree Care</u>:</p> <ul style="list-style-type: none"> • <u>Maintenance</u>: Trimming, pruning, and other treatment of existing trees as well as planting of new trees are the sole responsibility of the Association • <u>Leaf blowing</u>: A single, end-of-season, community-wide leaf-blowing will be performed when all trees have entirely or substantially (subject to the Board's determination) shed their leaves
7.3	<p><u>Termite Prevention</u>:</p> <ul style="list-style-type: none"> • <u>Inspection</u>: The Association will ensure that annual inspections of the entire Clubhouse and Unit exteriors are conducted • <u>Treatment</u>: Subject to inspector recommendations, the Association will ensure appropriate treatment is completed
7.4	<p><u>Individual Unit Care</u>:</p> <ul style="list-style-type: none"> • <u>Landscape beds: Are the plantable areas adjacent to each Unit for which Unit Occupant is responsible</u> <ul style="list-style-type: none"> ○ May extend up to 3 feet from the Unit exterior wall ○ Expanding existing beds or establishing a new one constitutes an architectural project and must adhere to the Architectural Project Review Process (see Rule 1.1) ○ Must be maintained free of weeds, whether planted or not ○ When planted, shrubs and plants must remain within bed boundaries (including not over-hanging walkways), must not touch Unit walls or privacy fences, and should be sized appropriately for the area they are planted
7.5	<p><u>Displays</u>:</p> <ul style="list-style-type: none"> • <u>Holiday-themed decorations</u>: Are permitted, but: <ul style="list-style-type: none"> ○ Must not be attached to CEs (for example, trees, privacy fences, etc.) ○ Must be taken down no later than 30 days following the holiday • <u>National and Military Service Displays</u>: May be displayed in perpetuity

8	Clubhouse:
8.1	<p><u>Access Control:</u> Exercised by Adult Occupant when they provide Clubhouse access key to someone</p> <ul style="list-style-type: none"> • <u>Key Issuance:</u> Adult Occupant must not provide the key to: <ul style="list-style-type: none"> ○ Guests ○ Child(ren) unless Adult Occupant is confident that they responsible enough to follow all Clubhouse rules, especially safety-related ones, particularly with respect to safe use of equipment in the fitness room and entry to the pool area • <u>Guests:</u> <ul style="list-style-type: none"> ○ Owners are permitted free use of the Clubhouse when escorting 4 or less total guests <u>per Unit</u> ○ When the maximum number of guests is exceeded, the Occupant must contact the Clubhouse Committee to arrange for rental of the Clubhouse • <u>Pets:</u> Only registered and documented service and support animals are permitted • <u>Damage:</u> Occupants are responsible for any damage, deliberate or otherwise, caused by an Occupant or guest
8.2	<p><u>Use:</u></p> <ul style="list-style-type: none"> • <u>Sign-In:</u> Occupants must immediately sign in when accessing either the main area of the Clubhouse (grand room, card table room, TV room, billiards room, and kitchen) or the fitness room • <u>Thermostat:</u> Must only be controlled by the Clubhouse Committee or a Board member • <u>Coaster/Tablecloth Use (Main Area):</u> <ul style="list-style-type: none"> ○ Food and drink must not be placed on unprotected wood surfaces (card tables, billiards table, TV room table, etc.) <ul style="list-style-type: none"> ▪ Coasters and tablecloths are available in card table drawers • <u>Pre-Departure Actions:</u> <ul style="list-style-type: none"> ○ Return all re-arranged furniture to the state they were found ○ Turn off anything turned on ○ Remove all trash as well as unused food and drink from Clubhouse ○ Sign out
8.3	<p><u>Rental Highlights:</u> Details are contained in the rental agreement:</p> <ul style="list-style-type: none"> • <u>Period of Availability:</u> Mon-Thurs (between 9:00 AM-9:00 PM) and Fri-Sun (between 9:00 AM-12 Midnight) • <u>Who May Rent:</u> Occupants primarily (Non-Occupants may rent at higher rates) • <u>What is Rentable:</u> Main area (grand room, card table room, TV room, billiards room, and kitchen) • <u>What is NOT Rentable:</u> Fitness room, cabana, or pool • <u>Capacity:</u> 95 (Huber Heights Fire Code) • <u>Permitted Use of Clubhouse by Occupants Not Attending Event:</u> Fitness room and restrooms
9	Insurance:
9.1	<p>Unit Owners are strongly encouraged to:</p> <ul style="list-style-type: none"> • Insure their personal belongings • Insure their unit for not less \$15,000 (the deductible on the Association’s Master Policy) • Contact the Board when an Insurable Event occurs (see definition above)
9.2	<u>Non-Owner Occupants (Renters):</u> Are strongly encouraged to insure their personal belongings

10	Gate:
10.1	<p><u>Operation:</u></p> <ul style="list-style-type: none"> • Gates are normally down on a 24/7 basis, but will be raised when safety considerations and special events warrant • <u>Access:</u> <ul style="list-style-type: none"> ○ Occupants can use a programmed remote control, proximity card, or Occupant-selected entrance code ○ <u>Programming:</u> <ul style="list-style-type: none"> ▪ <u>New Occupant:</u> Accomplished immediately upon closing ▪ <u>Existing Occupant:</u> Contact Community Manager <ul style="list-style-type: none"> • Programming can take up to 30 days to complete, depending on timing of Community Manager’s monthly site visit ○ <u>Costs:</u> None while supplies of remotes and proximity cards last
11	Parking:
11.1	<p>Parking must not occur on unmarked pavement. Occupants are responsible to make guests aware of this rule.</p> <ul style="list-style-type: none"> • <u>Permitted Locations:</u> <ul style="list-style-type: none"> ○ Unit garages and driveways ○ Visitor Parking areas: <ul style="list-style-type: none"> ▪ Clubhouse visitor parking lot ▪ Clubhouse overflow parking on Salon Cir along pond <ul style="list-style-type: none"> • Starts at marking near community entrance and ends where curb ends at Monte Carlo Way intersection • Area beyond end of curb (near boulders) is considered unmarked pavement ▪ Spaces at intersection of Salon Cir and Lyon St • <u>Violations:</u> May be treated as either a rule violation or may result in vehicle being towed
12	Snow Removal & Salting
12.1	<p><u>Frozen Precipitation Events:</u></p> <ul style="list-style-type: none"> • <u>Gate:</u> Will be placed in the "up" position when conditions warrant • <u>Visitor Parking Areas:</u> <ul style="list-style-type: none"> ○ Parking is permitted in the 3 spots at intersection of Salon Cir and Lyon St and in Clubhouse parking lot ○ Parking is NOT permitted in Clubhouse overflow parking along pond
12.2	<p><u>Snow Removal:</u></p> <ul style="list-style-type: none"> • <u>Streets:</u> Association will arrange for professional snow removal when snowfall accumulation is 2 inches or greater • <u>Driveways & Walkways:</u> Association will rely on volunteers on a best-effort basis <p><u>Salting:</u> Road treatment will be arranged for when deemed appropriate by the Board</p>
13	Pond Area:
13.1	<u>Feeding Migratory Wildlife:</u> Occupants must not feed migratory wildlife in the pond area
13.2	<u>Entry Into Water or Upon Ice:</u> Occupants must not leave the pond embankment by either entering the water or stepping upon ice formed on pond water

14	Pool Area:
14.1	<u>Lifeguard:</u> No lifeguard is stationed at the pool
14.2	<p><u>Access:</u></p> <ul style="list-style-type: none"> • <u>Hours:</u> 10:00 AM until 10:00 PM daily during pool season (Memorial Day weekend through Labor Day weekend) • <u>POOL CLOSED Sign:</u> Pool users must not enter pool area when the POOL CLOSED sign is posted, even during normal hours of operation. <ul style="list-style-type: none"> ○ If the reason for the closure along with an estimated “return to normal operations” date and time is not posted or communicated via email, contact the Community Manager for additional information • <u>Gate:</u> <ul style="list-style-type: none"> ○ Must be completely closed at all times during hours of operation ○ If propped open for maintenance, pool area must never be left unattended • <u>Control:</u> Exercised by Adult Occupant when they provide the Unit-issued, pool-gate access key <ul style="list-style-type: none"> ○ Adult Occupant(s) must not provide key to: <ul style="list-style-type: none"> ▪ Guests without granting written permission (via email or regular mail) to the Community Manager. Permission must include all guest name(s), ages of child(ren) below the age of 18, and effective date(s) of permission ▪ Children under the age of 12 ▪ Children 12 years of age or older <u>unless</u> Occupant is confident that child(ren) are capable swimmers (see definition above) and responsible enough to follow all pool rules as well as to not enter fitness room without Adult Occupant permission ○ Occupants and guests (while at the pool) are discouraged from granting access to people they don’t recognize ○ Occupants and guests (while at the pool) must not enable the entry of children into the pool area <ul style="list-style-type: none"> ▪ Children 12 years of age and older ARE permitted without being supervised by an Adult, provided they have a key ▪ Children younger than 12 years of age are NOT permitted in the pool area (including restrooms) without continuous Adult supervision • <u>Restroom Use:</u> <ul style="list-style-type: none"> ○ All Occupants and guests must be towel dry (not dripping) and wearing footwear • <u>Pets:</u> Only registered and documented service and support animals are permitted • <u>Occupancy:</u> The total number of guests <u>per Unit</u> must not exceed 10
14.3	<p><u>Behaviors (Permissible/Prohibited):</u></p> <ul style="list-style-type: none"> • <u>Adult Occupant Responsibilities:</u> <ul style="list-style-type: none"> ○ Must familiarize themselves, other Unit Occupants, and guests with these rules as well as those posted at the pool ○ For all behavior of their Unit Occupants and guests, whether or not the Adult Occupant is at the pool • <u>Health-Related Prohibitions:</u> <ul style="list-style-type: none"> ○ Pool entry by an individual with an infectious wound or experiencing diarrhea or vomiting ○ Passing of feces, urine, or blood into the pool ○ Spitting, blowing the nose, spouting water, or depositing of foreign matter into the pool • <u>Safety-Related Considerations:</u> <ul style="list-style-type: none"> ○ <u>Breakables:</u> Occupants and Guests must not bring glass bottles, clay or ceramic pottery, glassware, or other hazardous objects into the pool area (including the cabana) ○ <u>Severe Weather:</u> Occupants and Guests must not use pool during severe weather conditions (i.e., electrical storms) ○ <u>Umbrellas:</u> If opened, pool user must close and secure umbrellas with tie-straps before departing pool area

	<ul style="list-style-type: none"> • <u>Respect and Consideration:</u> <ul style="list-style-type: none"> ○ Occupants and guests must behave in a respectful and considerate manner toward all pool users ○ Occupants and guests must refrain from use of profanity, horseplay, or any other behavior that creates a nuisance or safety concern ○ <u>Diving/Jumping into Pool:</u> <ul style="list-style-type: none"> ▪ <u>Pool users must not dive into the pool</u> ▪ <u>Pool users must not jump off the sitting ledges (in the shallow end of the pool)</u> ○ <u>Personal Floats (and other water-appropriate toys):</u> <ul style="list-style-type: none"> ▪ Must not create a nuisance or jeopardize the safety of other pool users ▪ Must be properly stored before or removed when Occupant or guest departs pool area • <u>Smoking:</u> <ul style="list-style-type: none"> ○ Occupants and guests must not smoke in the pool area (within fenced pool area, including the cabana) ○ Cigarette butts must only be disposed of in available receptacle outside of pool area
14.4	<u>Reservation:</u> The pool is NOT available to be reserved for private use.
14.5	<u>Adult-Only Reserved Periods:</u> There are no periods set aside for adult-only swimming
14.6	<u>Handling of Concerns:</u> An Occupant or Guest must never confront another Occupant or a guest regarding rule-compliance issues and must, instead, contact the Property Manager or a Board member
15	Financial Matters:
15.1	<u>Event Funding:</u> <ul style="list-style-type: none"> • <u>Official Meetings:</u> Association-funded • <u>Social Events:</u> Association may advertise or sponsor an event, but events must be supplied and funded by Occupants
15.2	<u>Assessments:</u> Details regarding these highlights can be found in the Condo Association Declaration & Amendments thereto <ul style="list-style-type: none"> • <u>Association Operations & Reserve Funding:</u> <ul style="list-style-type: none"> ○ Monthly Condo fee (calculated annually in 4th quarter) is based on the upcoming year's Operations budget, Reserve Study's annual inflation factor, and other relevant factors (as appropriate) <ul style="list-style-type: none"> ▪ Late Fee: A \$25 charge when Condo fee is not received by the 10th of the month due and each month until paid • <u>Violations of Any Community Rule or Association Declaration & Amendments Thereto:</u> <ul style="list-style-type: none"> ○ <u>Violation Notices:</u> <ul style="list-style-type: none"> ▪ Will be provided in writing ▪ May be treated as either a reminder or as an assessable violation, depending on nature and severity of violation <ul style="list-style-type: none"> • Altering a driveway or other CE will be considered a severe violation with immediate and appropriate action(s) ▪ Assessments can range from a minimum of \$10 to the full cost of restoring altered and/or damaged items to their original state ○ <u>Violation Hearing:</u> <ul style="list-style-type: none"> ▪ When an assessment is involved, the option of a hearing is made available to the violating party
15.3	<u>Suspension of Privileges and Accesses:</u> <ul style="list-style-type: none"> • <u>Owner Voting Privileges:</u> Shall be suspended when any Owner assessment is more than 30 days past due • <u>Occupant Use of Clubhouse Complex (includes pool):</u> Shall be suspended if any <u>Owner</u> assessment is more than 30 days past due