

FOXDALE CONDOMINIUM ASSOCIATION, INC.

WELCOME to Foxdale Condominium Association. We, the Board of Directors for the Association, hope you enjoy your condominium unit. Our objective is to maintain Foxdale Condominium Association as very nice place to live. In order to accomplish this, we created this handbook to highlight certain rules that specifically pertain to living at Foxdale Condominium Association.

These are common sense rules and regulations that take into consideration the health, safety and comfort of all owners and residents at Foxdale Condominium Association. The Board is authorized to adopt and enforce these rules and regulations pursuant to Bylaws Article IV, Section C. We hope you will find them reasonable and will cooperate by upholding them.

The Board has hired a management company, Evland Property Management LLC, to handle the day-to-day operations of the property. The Management Company's job includes: handling accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

We ask you to keep this booklet handy and refer to it when necessary. If something arises that may not be covered in the booklet, please do not hesitate to contact the Management Company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded in the Montgomery County Records.

This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, in the event of an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

Before moving into Foxdale Condominium Association, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the County Recorder or from the Management Company.

Thank you,

The Board of Directors
Foxdale Condominium Association

FOXDALE CONDOMINIUM ASSOCIATION, INC.

**THE PURPOSE OF THIS BRIEF OVERVIEW IS TO ACQUAINT NEW AND
CURRENT OWNERS AT FOXDALE WITH THE RULES AND REGULATIONS SET
FORTH IN THE DECLARATION OF CONDOMINIUM, BYLAWS, AND BY THE
BOARD OF DIRECTORS.**

**PLEASE KEEP THIS DOCUMENT WITH YOUR COPY OF THE DECLARATION
AND BYLAWS.**

ASSOCIATION

The Condominium Property is known as Foxdale Condominium. The Condominium Property is used for single family residence.

Foxdale Condominium Association, Inc. is governed by Ohio Condominium Law, its Declaration and Bylaws, and finally by a five (5) member, unpaid, elected Board of Directors. The Board oversees the operation of the common holdings of the Association, including Management.

DECLARATION, BYLAWS AND AMENDMENTS

All owners must, by law, have a complete set of the Declarations, Bylaws and Amendments, which should be provided by the seller at the time of closing. If you do not have a complete set, they may be obtained from the manager for a fee.

OWNERSHIP

You own your unit which includes the decorated surfaces, including paint, lacquer, varnish, wallpaper, and other finishing materials applied to the interior surface of such perimeter wall, floors and ceilings; all windows, screens and doors, including the frames, sashes and jams, and the space occupied thereby; all fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building or from the point of disconnection of the utility pipes, lines or systems serving the entire building or more than one Unit thereof, whichever may be applicable; all control knobs, switches, thermostats and base plugs, floor plugs, and connections affixed to or projecting from the walls, floors, and ceilings which service either the Unit or the fixtures located therein; all interior walls, floors and ceilings; all plumbing, electric, heating, security, alarm, vacuum, cooling and other utility lines, pipes, wires, ducts, conduits which exclusively serve the Unit or fixtures located therein and which are located within the bounds of the Unit. You do not own the exterior of the building, the yards, walks, trees, shrubs, parking areas, driveways, etc. The Association owns all of these and you, as a unit owner, own a share of the Association.

PROPERTY MANAGEMENT

Foxdale Condominium Association, Inc. is managed by Evland Property Management LLC, 8235 Old Troy Pike, PMB #281, Dayton, OH 45424. Our manager, Kelley Evans, can be reached at (937) 422-8849.

FEES

Monthly assessment fees are payable on the first of each month and are considered late after the tenth of the month. If payment is not received by the tenth of the month, a \$20.00 late charge will be applied. On the tenth of the third month that a homeowner is delinquent, a lien may be filed.

If the account remains delinquent for another thirty (30) days after filing the lien, foreclosure action may be initiated.

Coupons are provided for convenience in mailing your monthly assessments. Please make check payable to: Foxdale Condominium Association. Fees are set annually based on the budget for that year and will be distributed to the owners by December 15th. The fee is used to pay for the following services:

- Short and long term building maintenance
- Common area maintenance
- Lawn and landscaping
- Snow removal
- Sidewalk maintenance
- Common utilities
- Common insurance
- Management and administration

INSURANCE

The Association has a master insurance policy. The buildings, including the amenities, are covered on a blanket basis with a present limit being \$3,135,936. Coverage in the policy is subject to a \$2,500 deductible applying to each loss. Building coverage does not include personal property belonging to and purchased by the unit owner. Every owner should obtain extended insurance coverage for the interior of their condo, and all personal property. Any improvements or upgrades to the interior of the unit, beyond the standard model specifications, must be insured under the homeowner's individual contract, e.g., a remodeled kitchen and bath, new carpet, lighting and fans, etc.

BOARD MEETINGS

Regular meetings of the Board of Directors are held four times a year. The Annual Meeting of all homeowners is held each year in April.

SIGNS

Only "For Sale" signs are permitted to be displayed on any part of the Condominium property.

TRASH COLLECTION

Trash collection is the responsibility of the unit. Which is picked up by the City of Kettering.

SNOW REMOVAL

Snow removal will normally commence with the accumulation of two (2) inches of snow. Snow blowers will clear a single path on the sidewalks. Snow will be removed as close to the garage doors as is possible for the snow plow to get, 5-6 inches.

LANDSCAPING

The Board has established the following rules regarding plantings in limited common and common areas:

1. Requests will be considered by the Board to:
 - a. Plant additional trees and shrubs (at unit owner's expense). Submit type and size.
2. Once a tree or shrub has been planted, it becomes the property of Foxdale Condominium Association, Inc. The landscape service rakes all leaves and trims all shrubs.
3. You must have Board approval to remove or replace trees and shrubs.

PARKING

Vehicles that are deemed non-operational, unsightly, or without current registration or current inspection, will be towed at vehicle owner's expense. Vehicles improperly parked, parked on lawns, in fire lanes, in designated reserved areas, or obstructing a driveway will be towed. Parking of trucks over 4000 lbs. on the driveways is prohibited. Storage of boats, trailers and/or recreational vehicles is not permitted. Car washing is permitted in the rear of the buildings.

EXTERIOR IMPROVEMENTS

All outside changes or improvements must have the approval of the Board prior to being implemented. Written requests for exterior changes must be submitted to the Board at least two (2) weeks in advance. Anything that in any way changes the appearance of your unit from the outside falls in this category. This includes storm doors and windows, door color changes, door knockers, light fixtures, etc. The Board wishes to be flexible, yet we must maintain architectural integrity. Please do not put yourself in a position where you have to UNDO CHANGE; GET APPROVAL FIRST. If an unauthorized change has to be removed, the cost will be assessed to the owner. Once approval has been granted, the work must be accomplished within six (6) months, or re-submission for approval is required.

INTERIOR IMPROVEMENTS

Any interior structural change must be submitted to the Board for approval in advance of the proposed change.

OUTWARD APPEARANCE OF YOUR UNIT

Unit Owners shall not cause or permit anything to be hung, displayed on the outside or inside of the windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, satellite dish, radio or television antenna shall be affixed to or placed upon the exterior walls or roofs or any part without the written consent of the Board of Directors of the Association.

ANIMALS AND PETS

No animals, rabbits, livestock or fowl of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats or other household pets may be kept in Units subject to the rules and regulations adopted by the Board of Directors of the Association. Any pet creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association. Pets are to be walked on a leash and are not permitted to run free under any conditions or allowed to be staked in the common areas. Pet excrement is to be cleaned up immediately whether it is on public or private property.

OUTSIDE DECORATIONS

1. Christmas lights are prohibited on the exterior siding of all buildings. They are permitted on shrubs, trees and railings adjacent to your unit. Extension cords must be of weatherproof quality and may not cross or lie on sidewalks. Christmas decorations may be displayed after Thanksgiving through January 10.
2. Thanksgiving decorations may be displayed from November 15 through November 30.
3. Halloween decorations may be displayed from October 15 through November 15.
4. Decorations for other holidays are permitted for a one (1) week period, i.e., three (3) days before through three (3) days after the event.
5. Seasonal wreaths and decorative plaques are permitted on exterior doors year round.

GARAGE AND ESTATE SALES – Not permitted

FIREWOOD

Firewood is not to be stored on any portion of the exterior buildings.

UNIT SAFETY

For the sakes of protecting yourself, your neighbors, and all of our property, we offer the following recommendations:

1. Do not warm up your car inside the garage; there is a good chance that carbon monoxide will leak into the units.
2. If you use your fireplace, have it checked periodically to see when it needs cleaning.
3. Burn ONLY seasoned hardwood in your fireplace, no other materials.
4. Install smoke detectors and check them periodically.
5. Store charcoal carefully in summer heat. At temperatures above 90 degrees, damp charcoal can ignite spontaneously.
6. Do not use a grill inside your garage.
7. Turn off water at main shut-off valve when you are away.
8. If your pipes freeze, use a hair dryer to thaw them slowly, or call a plumber to prevent further damage.
9. When you are away, advise the manager as to who has access to your unit should there be an emergency affecting your unit. Have someone keep your porch clear of newspapers, advertising circulars, etc.
10. Snow, ice, leaves and other debris should be kept from accumulating around the air conditioning units.
11. Periodically check your dryer vent on the inside for excess lint. Check the outside vent to be sure the air is venting.

SALE OF UNIT

It is helpful if you advise the management company when you list your unit for sale.

You are expected to give the new owner your keys, monthly fee coupons, Declaration and By-Laws, and this document.

FINES

As specified in the Declaration and Bylaws, the Board of Directors may adopt rules and regulations to govern the community. The following penalties have been established for the violation of the rules and regulations.

1 st Offense	A warning notice will be given
2 nd Offense	A maximum fine of \$25.00 will be imposed
3 rd Offense	A maximum fine of \$50.00 will be imposed
Subsequent Offenses	A maximum fine of \$100.00 will be imposed

Upon notification of an alleged violation, the owner has the right to respond to the alleged violation before any imposition of fines.

FOXDALE CONDOMINIUM ASSOCIATION

SATELLITE DISH POLICY

THIS FORM MUST BE SIGNED BY THE UNIT OWNER AND APPROVED BY THE BOARD OF DIRECTORS BEFORE INSTALLATION BEGINS

Requests to install satellite dishes in the common area must be in writing and will be considered on a case-by-case basis. The following procedures and restrictions will govern installation of dishes. The homeowner must request any deviation from these procedures and restrictions in writing.

1. Owners are responsible for the purchase, installation, and maintenance of their satellite dishes, mountings, brackets/boxes, wiring and cables. Owners are also responsible for the repair of any damage that may be done to the common area during, or because of, the installation of the satellite dish. Your satellite dish should be covered by your homeowner's insurance policy.
2. Owners are to inform the Board of the date and time the dish is to be installed.
3. With regard to the installation of a satellite dish, a Board member must be present to observe and to safeguard the common area.
4. Only dishes measuring not larger than eighteen inches (18") in diameter and having the dark gray finishes are permitted.
5. Dishes must be mounted on the roof only. The dish must be installed on the rear side of the roof of your unit so as not to be seen from the street.
6. Wiring/cables are to enter the unit through the attic only.
7. In the event the unit is sold, the homeowner is responsible for having the dish removed following the same guidelines as for installation. The common area must be restored to its original condition at the owner's expense.

I have read, understand and acknowledge receipt of the above policy and agree to abide by it.

Name (Please Print)

Address

Owner's Signature

Date

Board Approved: Name (Please Print)

Board Signature

Date