



Adopted Rules and Regulations
by the Board of Directors for
Parkside Row

December 2021

Table of Contents

- Management Company.....3
- Association Rules and Regulations.....3
- Insurance3
- Common / Limited Common Areas.....3
- Unit.....4
- Garages.....4
- Building Care and Maintenance4
- Snow and Ice Removal4
- Lawn, Tree, and Shrub Care & Maintenance5
- Parking.....5
- Exterior Changes to the Units6
- Selling a Unit.....7
- Leases7
- Sales.....7
- Leaving the Unit Unattended7
- Pets.....8
- Trash and Recycle Pickup8
- Seasonal Decorations8
- Flags and Signs.....9
- Window Coverings9
- Miscellaneous.....9
- Fees9
- Grills and Fire Pits.....10
- Fine Policy.....10
- Request for Exterior or Landscape Alterations12

Management Company

Apple Property Management is the managing agent for the Parkside Row Homeowners Association. The management company functions under the direction of the Parkside Row HOA Board of Directors. Apple Property Management's address and phone number are:

Apple Property Management
P.O. Box 752108
Dayton, OH 45475
(937) 291-1740

Association Rules and Regulations

Parkside Row sets forth various rules, regulations, and restrictions. The Board of Directors may also adopt various rules, regulations, and restrictions. Under the Declaration Of Covenants, Conditions, and Restrictions, the Board of Directors has the authority and the right to establish, change, and delete rules and regulations that it feels are necessary and reasonable. **Each Owner is expected to read and abide by the Parkside Row Declaration of Covenants, Conditions, and Restrictions** (henceforth referred to as the **CCRs**). The CCRs are binding, legal documents. The rules contained in this supplemental document do not constitute a complete listing of the rules. Rules are also contained in the CCRs, and occasionally, in newsletters and notices.

Insurance

Contact Apple Property Management for the name of our current insurance carrier. Insurance coverage on the common areas is provided by the Association's insurance, and its cost is included in your monthly fees.

Homeowner's Insurance: All owners shall purchase and maintain an individual Homeowner's Insurance policy as specified in the Parkside Row CCRs, Article X, Item 10.05 – Homeowner's Insurance.

Common / Limited Common Areas

Common areas of Parkside Row are: Lawns, walkways, parking areas, and roads. Other common areas are trees, shrubs, fountains, and ponds. Further description of the common area is detailed in the Parkside Row CCRs.

Limited common areas of Parkside Row include: Patios, windows, decks, entranceways, stairways, air conditioning pads, etc. Further description of the limited common areas is detailed in the Parkside Row CCRs.

The owner is responsible for all maintenance and replacement of everything within his/her unit and his/her limited common areas.

Unit

Anything located within your unit, on your patio or deck, in your garage, and the doors of your unit is considered private property. **The owner is responsible for and expected to maintain all portions of his/her unit and all internal installations in the unit and everything which exclusively serves that unit.**

It is the responsibility of each owner to maintain, repair and replace at his/her expense, all portions of the common areas and facilities damaged or destroyed by reason of willful or uninsured negligent acts or the negligence of himself or herself or any guest of the owner.

Problems with insects and other pests (such as bees, wasps, hornets, nests, ants, termites, etc.) located in or outside your unit: It is the owner's responsibility to call an exterminator and pay for the services rendered. Responsibility for insect/pest problems in the common areas will be considered on a case-by-case basis.

Garages

Your garage door is **not** common area, and it is the owner's responsibility to repair and/or replace it. All replacements **must** first be submitted to Apple Property Management for approval by the Board. Parkside Row recommends keeping your garage door closed when the garage area is left unattended. Garage doors should not be left open overnight or for multiple days for security reasons.

Building Care and Maintenance

Refer to Article IX – Item 9.01(a) of the Parkside Row CCRs.

Except as otherwise provided herein, the Association shall also be responsible for the maintenance, repair, and replacement of the exterior surface of any building in which a dwelling unit is located, including the roofs, gutters, downspouts, exterior building surface and siding, but **excluding** exterior doors, patio doors, garage doors, windows, door jambs and door checks, patios, decks, and walls (interior, structural, decorative, or retaining), or non-developer installed vegetation (flowers, trees and shrubs) to the extent located on or as a part of any lot, except as otherwise set forth in the CCRs. All outside painting **must** be submitted to Apple Property Management for approval by the Board. This includes your unit's doors, sashes, etc.

Outside lights. If you notice a street light that has burned out, please report it to Apple Management. The outside light fixtures attached to your unit including the garage lights are the owner's responsibility.

Snow and Ice Removal

It is neither practical nor feasible to totally control ice on the sidewalks and parking areas. However, serious ice problems will be treated with potassium chloride or calcium chloride when possible. If you treat your own walks, please **do not use salt!** It will damage the concrete. Potassium chloride or calcium chloride pellets are safer and cause less damage. These items can be found in hardware stores,

grocery stores, etc.

An independent contractor, hired by the Board will remove snow from walkways, driveways, and parking areas in accordance with our vendor agreement.

USE EXTREME CAUTION when outside in icy conditions and be on guard for icy or slick areas!

Lawn, Tree, and Shrub Care & Maintenance

The Board hires contractors to mow and trim the lawns, prune the shrubs, and apply lawn and tree treatments. **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. The lawns are fertilized and treated for weeds and insects four to five times each year, depending on what the Board believes is necessary.

If you wish to add any additional landscaping around your unit, you must submit all requests in writing to the Board along with plans drawn out, using the attached form (page 12 of this document). The Parkside Row CCRs give the Board authority over the building exteriors and common and limited common areas, which includes the landscaping. Consideration will be on a case by case basis. Responsibility for the care and maintenance of non-developer installed landscaping passes on to the new owner when the unit is sold. The lawn care contractor is not obligated to maintain additions to the original landscaping.

Flowers and lawn ornaments: The Board encourages owners or tenants to plant flowers in the beds around their units. Board approval is not necessary; however, the following guidelines must be adhered to: Maintenance of any plants or flowers planted by the resident is the responsibility of the resident. **The Association, Apple Property Management, and the lawn care contractor will not be responsible or liable for damage done to owner's plantings in the course of lawn or shrub care.**

Lawn ornaments, solar lights, or other decorations on or around your unit are allowed. Board approval is not required; however, the Board reserves the right to restrict anything it deems offensive, in poor taste, or otherwise detracts from the desirability and attractiveness of the Parkside Row community. It is the homeowner's responsibility to trim the grass around such objects, and to maintain them.

Parking

Parkside Row parking policy: Each owner or resident may park in their own garage or driveway. Parking in the street and in parking areas located within the community is also permitted.

Reserved Spaces

1. Each unit has exclusive use of its driveway for unit owner and owner's guest parking.
2. License for reserved parking spots is issued for Building 5, 505 and 506 Brownstone Row, for two spaces per unit located immediately East of Building 5. Additionally, license is issued for Building 10, 1005 Parklake Row, for one space located immediately West of Building 10.

Prohibited Vehicles

The following types of vehicles **SHALL NOT** be parked on Parkside Row property on a long-term basis (more than 24 hours):

1. Boats & boat trailers
2. Moving vans & moving trailers
3. Recreational vehicles, including trailers, mobile homes, campers, camper vans, etc. will not be parked on the street or in common parking areas longer than 24 hours.

Exception: Small campers/RVs may be parked long-term ONLY in your garage or driveway.

Towing

1. Violators who park illegally will be towed. (This includes parking in or blocking another owner's driveway, parking on the grass, parking in areas that restrict normal flow of traffic, or parking in any unsafe location).
2. If a vehicle is towed, the owner is responsible for all towing and storage costs.
3. Only the Apple Property Management has the authority to authorize towing with the towing contractor.
4. Neither the Homeowners Association nor Apple Property Management will be responsible financially or otherwise, for any vehicle towing, storage costs, or damage.
5. Vehicles parked within 30 ft. of a STOP sign are in violation of the Springboro City Ordinance and are subject to being towed by the City.

Exterior Changes to the Units

All exterior additions or changes must first be approved by the Board of Directors. Requests for exterior additions or changes must be made in writing and submitted to the Board, c/o Apple Property Management. (See the attached "Request for Exterior or Landscape Alterations" form on page 12 of this document).

Storm doors: To add storm doors, you must have Board approval. Policy allows only for **Classic Full View** in white. This policy was adopted to help us maintain the uniformity and attractiveness of our community. Send all requests for storm doors to Apple Property Management.

Satellite dishes: Refer to the CCRs, Exhibit D – Design Standards, paragraph 10, for the restrictions on satellite dishes. The following is provided for further clarification:

A written request for use of a satellite dish must be submitted for approval by the Board prior to installation and will only be considered provided it is installed in the rear of the unit. No wires or cables are permitted to be run on the exterior of the unit. Installation of any satellite dish/antenna in the Common Area is prohibited. Any owner contemplating installation of a satellite dish/antenna elsewhere on the Property must comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used.

Selling a Unit

One professional 36"x 24" real estate sign may be placed inside a window. "Open House" signs are allowed, but only during the time of the open house. "For Rent" signs are not allowed.

If you intend to sell your unit you should inform Apple Property Management. If you sell your unit, copies of all governing documents (the Parkside Row CCRs, Rules and Regulations, etc.) should be given to the new owner. If you have lost your copy, a replacement can be purchased from Apple Property Management for a nominal charge. Prior to closing, the unit exterior must be in compliance with Parkside Row CCRs, Rules and Regulations, and any other governing documents. The Board will seek recourse for any noncompliance with these rules.

Leases

No unit shall be rented for a period of less than one (1) year. All unit owners who rent to a tenant shall:

1. Provide the tenant with a copy of the Parkside Row CCRs and Rules and Regulations.
2. Include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents.
3. Notify the Board of Directors in writing that the unit is tenant-occupied, giving the name(s), address, and phone number of the occupants.
4. Provide to Apple Property Management and/or the Board the name of any agent retained by the unit owner to manage the unit for him/her.
5. The unit owner is always responsible for the enforcement of the established rules and regulations.

Sales

No garage sale, auction, or other form of sale shall be held on the Property without the Board's written approval.

Leaving the Unit Unattended

Parkside Row makes the following recommendations if you are going to be away for a few days: Think about notifying a neighbor and Apple Property Management about your absence. You should also provide Apple Property Management with the name and telephone number of a person who has access to your unit, so that if there is an emergency (i.e., water leak), Apple Property Management can get into your unit to stop a leak or prevent further damage.

It is recommended to leave the heat on and the thermostat set to at least 65 degrees if you are going to be away during cold weather, even if it's only overnight. Also keep cabinet doors open to any water pipes that are on an outside wall. Turn off the main water supply valve whenever going away for an extended period. Turn off the circuit breaker to the water heater to avoid damage to the heating elements in the event of a leak.

Remember to stop newspaper and package deliveries, have your mail held, etc., while you are away.

Pets

The Board may require the removal of a pet which, in the sole and absolute discretion of the Board, creates any nuisance, is not properly controlled, or exhibits aggressive or threatening behavior towards other animals or people. The following are examples of nuisance behavior and/or behavior that creates an unreasonable disturbance:

1. Pets that cause personal injury or property damage.
2. Pets that make noise continually for a period of ten minutes, or intermittently for two hours or more, to the disturbance of any occupant at any time of day or night.
3. Pets in Common Areas that are not under the complete physical control of a responsible human companion, on a hand-held leash, or in a pet carrier or crate.
4. Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.

For guidance regarding control of animals while outside your unit, the Board will defer to the Springboro Code of Ordinances, section 618.01, Dogs and Other Animals Running At Large. It says, in part, "The owner or keeper of every dog shall at all times keep such dog either confined upon the premises of the owner or keeper, or under reasonable control of some person."

Each pet owner is responsible for picking up and disposing of their pet's feces immediately after each occurrence. There is zero tolerance for this rule. Violations of this rule will result in fines according to the Fine Policy on page 10 of this document.

Trash and Recycle Pickup

Trash is to be disposed of in trash containers or in plastic trash bags. Recycle items are to be placed in the provided recycle bins. Trash containers and recycle bins must have closable lids. If you use plastic bags for trash, make sure that they are tied tightly. Trash containers and recycle bins are not to be placed outside until 5:00 PM the night before pickup. The trash containers and recycle bins are to be taken back inside as soon as possible after pickup, but not later than the end of the day. If you are going to be away, ask a neighbor to put them away for you.

Paper bags or cardboard cartons are not to be left outside overnight. Items that the trash company won't take on their regular pickup include furniture, appliances, mattresses, box springs, and other large items. You must make special arrangements with the trash company to have these items picked up. This will be at the owner's expense.

Seasonal Decorations

Seasonal decorations are permitted in the Limited Common Areas and must be removed by the end of the season. Holiday decorations are not to be installed prior to Thanksgiving Day and must be removed by January 15th. Window lighting is allowed outside each unit. Decorations must be in good taste.

Appropriateness of decorations will be determined by the Board, and residents will be asked to take down decorations deemed inappropriate for the community. If Apple Property Management is required to remove any decorations due to inappropriateness or failure to comply with time frames, the owner will be assessed a fine according to the fine policy.

Flags and Signs

The American Flag may be flown/displayed at any time. Other flags (for example, showing support of a school or sports team, celebrating a season or holiday, etc.) may be displayed as long as they are in good taste. Signs representing the above themes may be displayed only if placed inside a window. No political signs are permitted at any time. The Board of Directors retains absolute discretion as to the appropriateness of flags and signs.

Window Coverings

Only appropriate window coverings are permitted at all times. Sheets, blankets, foil, etc., are not permitted as window coverings even on a temporary basis.

Miscellaneous

- Feeding the ducks, geese, or other waterfowl is not permitted.
- Storing of hazardous materials in storage units or garages is prohibited.
- Bicycles, toys, etc., are not to be left in any Common Areas.
- Riding of bicycles, roller blades, skateboards, etc., on the sidewalks is prohibited.
- Speed limits within the community must be complied with.
- Loud noises, such as radios, stereos, TVs, parties, etc., which are irritants to your neighbors should be minimized. Immediate action should be taken to remedy the situation if you are notified of the irritant. This includes loud noise from motorcycles or other motorized vehicles.
- No extension cords, electrical wires or cables may be run across or upon the common areas.

Fees

The monthly fees are due on the **first day of each month**. A ten (10) day grace period is granted, and fees **must be postmarked on or before the tenth of the month** to avoid a \$20.00 late charge being automatically assessed to your account. If you pay by check, make checks payable to Parkside Row Homeowners Association.

If you prepay your fees, your payment for the period must be received on the **first day of the first month in the period that you are prepaying**. Therefore, if you are prepaying annually, your payment for 12 months should be postmarked on or before January 10th. If you are prepaying semi-annually, your payment should be postmarked on or before January 10th and July 10th. If you're prepaying quarterly, your payment should be postmarked on or before January 10th, April 10th, July 10th, and

October 10th. Any payment postmarked later than the tenth day of the first month of the period is presumed late and a late fee will be assessed.

Your monthly fee pays for a variety of expenses including:

- Your water & sewer bill
- Your trash & recycling pickup service
- Exterior and Common Area maintenance
- Lawn care, landscaping, and snow removal
- Administrative expenses
- Electricity and bulbs for streetlights
- Insurance premiums
- Building a reserve fund for contingencies and replacements

Since your fees are crucial to the operation of the Association as described above, delinquent owner accounts will not be tolerated. Owners whose accounts are delinquent in the payment of HOA fees may be enjoined in legal action. In cases where the unit is being rented, the owner is ultimately responsible for the timely payment of fees. The Board recognizes that unfortunate circumstances may cause an owner to develop a delinquent account. In those cases, it is the owner's responsibility to communicate with Apple Property Management so that alternate payment plans may be discussed with the Board.

Grills and Fire Pits

No person shall light or maintain a fire within the Parkside Row property except within a proper outdoor grill or other normal household equipment. Outdoor grills and other cooking equipment shall only be used on the back patio/deck. It is imperative when outdoor grilling that residents do not allow smoke to affect other units. When not in use, outdoor grills should be covered. Use of outdoor oil deep fryers is strictly prohibited.

Outdoor fireplaces or firepits are limited to propane or natural gas and are subject to Board approval. All other types of fire pits (wood, charcoal, and other combustible materials that cause embers and/or sparks to become airborne) are prohibited.

Fine Policy

To ensure compliance with the rules and regulations, in those rare instances where a friendly reminder doesn't work, the following schedule of fines for repeated or continued violation has been instituted:

<u>EVENT</u>	<u>FINE</u>
First Time Violation*	Written Notice
Second Time Violation	\$50.00
Third Time Violation & each subsequent or continuing offense	\$100.00 per day

*A \$25.00 fine will be assessed for the first and each succeeding trash/recycling container offense.

*A \$50.00 fine will be assessed for each day a "For Rent" or other non-permitted signage is displayed.

Fines will be assessed against the owner. A lien will be recorded on the owner's unit if the fines are not paid when due. In the case where the unit is a rental, it is the owner's responsibility to advise the tenant of these rules and regulations and to provide them with a copy. Apple Property Management will notify the owner when a fine has been levied. Payment of the fine shall be due in the next monthly fee payment after receipt of the notification.

A violation of any of the rules and regulations outlined in this document may be subject to fines. Alleged violations will be thoroughly investigated and reviewed by the Board of Directors. All money collected because of fine assessments will be placed into the Association's reserve fund.

Request for Exterior or Landscape Alterations

Printed Name of Owner _____

Signature of Owner _____

Address of Unit _____

Date of Request _____

I hereby request permission to make the following exterior or landscape change, addition, or alteration. The plans and specifications showing nature, kind, shape, dimensions, materials and location(s) of the same are 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 Board of Directors. I further understand that any damage to the Common Area that results from this alteration is the responsibility of the owner and any subsequent owners.

SPECIFICATIONS (attached)

Received By _____ Approved By _____ Disapproved By _____

Date _____

Date _____