

RULES AND REGULATIONS OF CONDOMINIUM LIVING AT FOX RUN SECTION II

The purpose of this brief overview is to acquaint new and current owners at Fox Run Section II, a private condominium community, with rules and regulations set forth in the Declaration of Condominium, By-Laws, and as authorized by the Board of Trustees. For a detailed description of any item or description set forth herein, consult your copy of the Condominium Documents.

Please keep this document with your copy of the Declaration and By-Laws. These Rules and Regulations may be amended by this or any future Board of Trustees.



This document does not constitute all rules, regulations and restrictions in effect at Fox Run II. The Board of Trustees reserves the right to change, alter, or add to these rules at any time.

Section 1. Association

Fox Run II Homeowners Association, Inc. is governed by Ohio Condominium Law, its Declaration and By-Laws, and finally by a (3) member, unpaid, elected Board of Trustees. The Board oversees the operation of the common holdings of the Association, including management.

Section 2. Declaration, By-Laws, and Amendments

All unit owners must, by law, receive a complete set of the Declaration, By-Laws, and Amendments, which should be provided by the sellers at the time of closing. If you do not have a complete set they may be obtained from the management company for a fee.

Section 3. Ownership

You own your unit which includes, in general, the inside of the beginning at the underside of the finished interior surfaces of the perimeter walls, floors, and ceilings, utility lines and pipes which serve only your unit, from the point they enter the unit; the interior surface of the windows and doors in the perimeter walls, including frames, hardware, and glass; heating and air conditioning units; fixtures within the boundaries of the unit; and the exterior lights controlled by a switch on your unit. You DO NOT own: the exterior building, the yards, walks, pool, trees, shrubs, parking areas, driveways, etc; the Association owns all of these and as a unit owner, you own a share of the Association.

Section 4. Property Management

Fox Run II Homeowners Association is managed by Apple Property Management, LLC; which can be reached at 937-291-1740. If they are not in, please leave a message and they will return your call.

For routine, non-emergency situations, please contact the management office. They will notify the Board of Trustees, if needed.

For emergency situations, call the management office. If it is closed you will be given an emergency number to call for assistance.

Section 5. Fees

Monthly assessment fees are payable in advance on the first (1st) day of each month and are considered late after the fifteenth (15th) day of each month. If payment is not received by the fifteenth (15th) day of the month, a five dollar (\$5.00) late charge will be applied to your account. After the tenth (10th) day that the unit owner is delinquent, a lien may be filed. If the account remains delinquent for thirty (30) days, interest at the rate of eight percent (8%) per annum on the balance due will be charged. The Association is authorized to collect delinquencies by such legal proceedings against the unit owners(s) personally, liens against the unit, and/or by foreclosure.

Coupon books and envelopes are provided for your convenience for mailing your monthly assessment payments. Please make checks payable to: Fox Run II. Fees are set annually based on the budget for that year and are indicated on the coupons. The Board of Trustees is empowered to raise the annual assessment fees by six percent (6%) each year without a vote of the unit owners.

Special assessments may also be levied by the Board, upon approval of the majority of the unit owners, in addition to the annual assessments. The monthly assessments are used to pay for the cost of the following services (in addition to other uses):

Short-and long-term building maintenance and replacement
Common area maintenance and replacement
Lawn and Landscaping
Snow removal
Sidewalk maintenance
Common utilities
Common insurance
Pool maintenance
Trash collection
Legal expenses
Management and administration

Section 6. Insurance

Contact Apple Property Management, LLC for the name of our current insurance carrier. Insurance coverage for the buildings and the structural components of all buildings and other common areas is provided under the Association's insurance, and its cost is included in your monthly assessment. All insurance claims are subject to a deductible applied to each loss. Building coverage does not include personal property belonging to, and/or purchased by, the unit owner. Every unit owner should obtain extended insurance coverage for their unit, as described above, and for all personal property. Any improvements or upgrades to the interior of the unit, beyond the standard model specifications, must be insured under the unit owner's individual insurance contract; e.g.; a remodeled kitchen, new carpet, lighting, and fans, an awning over your balcony, wall coverings.

The current deductible for the Association is \$5,000.00. Unit owners are responsible for paying the deductible in cases of losses to the owner's unit. It is the obligation of all unit owners to assure that their individual insurance policies allow for the coverage of this deductible. Be sure and notify your personal insurance agent that your policy needs to have \$10,000 of building coverage for your unit.

Section 7. Trash Collection

Trash is usually collected on Tuesday morning. All trash must be placed INSIDE dumpsters as the driver is not permitted to get out of his truck to load trash. If your dumpster is full please go to another. No appliances, batteries, inflammables, or toxic or hazardous liquids may be put in the dumpster. Large boxes must be broken down. Trash is not permitted on balconies, patios, or front porches.

If you see a non-resident driving in to dump trash, take down the make, model, and license number and call the management office. This will keep space available for your trash.

Section 8. Limited Common and Common Area

"Limited common area" refers to your balcony/patio and your front porch and steps. All other outside area is "common area". The Board of Trustees establishes policy on the use of these areas. Balconies, porches and steps must be kept clean and orderly.

The following items are NOT permitted on limited common area:

Broken or unsightly patio furniture
Trash containers or trash
Recreation and sporting equipment
Dead plants, empty plant containers, and watering cans
Clothes lines, laundry, towels, clothing etc.

Anything draped over the railings
Anything hung from underside of deck
Firewood
Pets staked with chains, ropes, or leashes
Motorcycles or bicycles (if the unit has garage facilities; if the unit does not have garage facilities, these items may be kept on the **REAR** balcony/patio)

The following items are NOT permitted in the common area:

For sale signs; trash containers; picnic tables; patio furniture; recreation and sporting equipment; flags; ornamental items; unattended bicycles, tricycles, or toys; unattended pets; pet stakes or tethers; or anything that could interfere with lawn mowing, snow removal, or vehicle traffic.

Residents may plant flowers, at their own risk, in shrub and tree beds immediately adjacent to their unit, so long as such use is not objectionable to other unit owners, or the Board of Trustees. It is the responsibility of the resident—not the Association—to water and care for such plantings and to replace them if damaged, regardless of the cause of the damage. Flowers should not be planted until after the beds are mulched in the spring. All plantings should be placed where, when they reach their full size, they will not interfere with the lawn care or edging of the beds.

Section 9. Exterior Changes and Additions

No changes, alterations, or additions whatsoever are permitted to be made by any unit owner to the exterior of any unit or to common, or limited common, areas without the prior written approval of the Board of Trustees, except as otherwise provided herein.

All outside changes or improvements must have the approval of the Board of Trustees prior to being implemented. Written requests for exterior changes must be submitted to the Board in advance with the architectural form prior to the date of commencement of the work. 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 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 A CHANGE; GET APPROVAL FIRST. If an unauthorized change has to be removed, the cost will be assessed to the unit owner. Once approval has been granted, the work must be accomplished within six (6) months, or re-submission for approval is required.

Section 10. Outward Appearance of Your Unit

Window air conditioner units, window fans, and signs of any type are not permitted; and no items are permitted to be placed inside the windows that detract from the outward appearance of the condominium property. Nothing may be hung from, or attached to, any part of the exterior of any building or structure, except as otherwise provided herein.

There are two (2) common exceptions to the above:

- A. One (1) "For Sale" sign may be displayed from INSIDE a window.
- B. One (1) "Official American Flag" may be displayed in a proper holder attached to the front of the unit, provided however, the location of the flag may be determined by the Board of Trustees and shall not interfere with the customary use of the building or ordinary maintenance.

Section 11. Snow Removal

Snow removal on the main drives, sidewalks, porches and steps will normally commence with the accumulation of three (3) inches of snow. Snow will be removed as close to the garage doors as is reasonably possible by snow plows (usually about five (5) feet). Salt may be used on blacktop areas for icy conditions, and drifts will be cleared if and when possible. **Salt is NOT permitted to be used** on concrete sidewalks or porches due to the deterioration of the concrete that salt causes. Calcium Chloride is permitted to be used on the concrete sidewalks and porches.

Section 12. Satellite and Cable Installation

Satellite dishes are allowed but the installation location **MUST BE APPROVED BY THE BOARD BEFORE WORK BEGINS**. The decision on location will vary on a case-by-case basis. Requests must be made in writing and mailed to the management company.

The election of the unit owner or occupant to install, maintain, or use an antenna is an election not only to be solely responsible for the costs normally associated therewith, but also, including but not limited to, the assumption of any additional maintenance cost to the Common, and Limited Common, Areas and liability for injury or property damage arising out of the installation, maintenance, or use of the antenna. (This risk should be minimized if your installation is performed in a professional or responsible manner.)

Section 13. Vehicles and Parking

No vehicles other than OPERATIVE passenger cars, pick-up trucks and vans of three-quarter ton or less, SUV type vehicles, and motorcycles are permitted to be parked on the condominium property and then only in designated areas (except in garages). Vehicles of guests are included in this restriction. Vehicles **not permitted** include; campers (mounted or un-mounted), boats, trailers of any kind, motor and mobile homes, trucks of more than three-quarter ton, vehicles displaying commercial names or advertising, and any inoperative vehicles. These vehicles may only be parked in garages.

Inoperative vehicles include: vehicles with **flat tires or missing or expired license plates** and vehicles that are not in working condition. Inoperative vehicles will be tagged and, if not repaired or removed, will be towed at the unit owner's expense. No vehicles may be repaired in or on the common area; all work must be done inside a garage.

Vehicles of a type not permitted but which are used as primary transportation require a written variance, granted by, and at the discretion of, the Board of Trustees in order to be parked on common areas of the condominium property.

No vehicles of any type may be stored for any reason on the premises (except in garages). Stored shall be defined as not used or not driven off the condominium property at least once every fourteen (14) days. Car covers are **NOT** permitted.

There are **no reserved or assigned parking spaces**. Residents with more than one (1) vehicle are to park only one (1) of the vehicles in front of their building so that other residents of the building may also park in front.

Vehicles are to be parked in a manner that will permit the maximum use of the space available and in a manner that will not hinder traffic or parking flow, snow removal, lawn care, or the emptying of dumpsters.

Residents are to work out parking arrangements and parking problems among themselves, before contacting the management company.

Parking is NOT permitted on ramps between buildings.

PLEASE NOTE: Vehicles parked on the streets during snow removal may be blocked in by snow.

Section 14. Pool

Because the pool and fenced area are so small, each unit may have only three (3) guests at the pool at any one time. **Adult Residents (18 years or older) must accompany their guest at all times while at the pool.** A guest is someone who does not live full-time in the unit. Pool parties are not permitted. Young residents under the age of fourteen (14) must be accompanied by an ADULT resident at all times.

Under no circumstances are pets permitted in the pool or pool area.

A pool key should have been given to you by the previous unit owner. If you did not receive one, you can obtain a key from the management company for \$50.00. If you lose your key a second time, you can obtain one from the management company at a cost of \$100.00.

If you see anyone at the pool who does not belong, please ask them to leave or contact the police.

Any owner with past due assessments will be deprived of pool privileges in accordance with Article VII, Section 1(B), of the By-Laws. A complete copy of the pool rules are given to every homeowner and are also posted on the pool house floor.

Section 15. Pets

All pets (cats, dogs, etc) when outside must be on a secure leash and accompanied by the unit owner or a member of the resident's household. Pets are not permitted to run free under any circumstances and are not allowed to be chained or otherwise tethered while outside (and this includes on the patios, balconies, or the rear of the units). Pet excrement must be cleaned up IMMEDIATELY. Excessive barking will not be tolerated whether indoors or outside.

Section 16. Birds

There is to be no feeding of the birds, ducks, geese, or other wildlife anywhere on the property except along the wooded perimeters of the complex. If feeding in the wooded perimeter areas becomes a problem in the future, it will be banned altogether.

Section 17. Family Safety Issues

Residents can play QUIETLY in very small groups in the yard adjacent to their unit. There is ABSOLUTELY no playing permitted in the Streets, in any Parking Area or on Ramps where motor vehicles come and go. This includes no riding bikes, inline skates, push scooters in the aforementioned areas. Anyone learning to ride bikes and push scooters must do so on the sidewalk under the direct supervision of their parents or designated Adult. There are several large open grassy areas behind 2634 — 2642 Kings Arms Circle and 2644 — 2652 Kings Arms Circle where young residents can play safely away from any homeowners immediate limited common area. No playing will be allowed in or around the tennis court or swimming pool. There is no playing around shrubs or landscape plantings,

Young residents should be **supervised by parents or designated Adult** when they are outside: Any damage to common area, or to a unit owner's personal property, will be repaired at the expense of the parents or the unit owner.

Skateboards and battery/electric/gas-operated power wheel vehicles are not permitted under any circumstances. This restriction will be strictly enforced.

While some noise is acceptable, constant yelling, screaming, banging, clanging, or other noise-making activity is not acceptable.

Section 18. Sale of Unit

It is helpful if you advise the management company when you first list your unit for sale or lease. The management company is often contacted by prospective purchasers and lessees, so make the management company aware of the availability of the unit.

You are expected to give the new owner your unit keys, pool key, monthly payment coupons, and a copy of the Declaration, By-Laws, and Rules and Regulations.

Section 19. Owner's Responsibilities

Each unit owner, occupant, and any person associated with the unit (such as a land contract vendee or lessee) is responsible for full knowledge of, and compliance with, the Fox Run Section II, Declaration, By-Laws, and Rules and Regulations.

In order to ensure compliance with the Rules and Regulations in those rare instances when a friendly reminder doesn't work, the Board of trustees has instituted the following schedule of fines against the unit owner and/or the occupants of a unit, for violations:

EVENT	PENALTY
First offence	Written notice
Second offense	\$25.00 fine
Third offense	\$50.00 fine
Fourth and each subsequent offenses	\$100.00 fine

In the case of lessee or vendee violations of the Rules and Regulations, fines may be assessed against the unit owner, as well as the lessee or vendee. It is the unit owner's responsibility to advise all occupants of the unit of the Rules and Regulations and to ensure that they abide by them. All unpaid fines may be enforced by a lien(s) upon the unit and, where appropriate, foreclosure.

ARCHITECTURAL IMPROVEMENT APPLICATION

Fox Run II

This application form must be submitted for any construction, additions or Cable and Satellite install to the exterior of your building or grounds. If in doubt about your particular project, contact the Management Company or the Board of Directors.

The object of requiring a homeowner to submit an Application to the Committee is to insure that the planned construction conforms to the Association's Declaration; enhances the beauty of the community; that it maintains the architectural harmony and integrity of the community and in no way inconveniences your fellow homeowners. It also enables the Committee to determine what information and assistance it can provide in order to expedite completion of the planned improvement. PLEASE allow a minimum of 14 days for approval.

NAME: _____

ADDRESS: _____

TYPE/NATURE OF IMPROVEMENT: _____

COLOR: _____ LOCATION: _____

DIMENSIONS: _____ APPROX. COST: _____

A drawing of all improvements must be submitted and attached to the application showing exact location and dimensions.

I understand the rules concerning proposed improvements outlines in the Rules and Regulations. This improvement in no way encroaches on a neighbor's property. I agree to abide by the rules established and will be solely responsible for any upkeep required by the addition of this improvement.

DATE: _____ Signature of Homeowner: _____

FOR COMMITTEE USE ONLY

DATE REC'D _____ REC'D BY: _____

APPROVED/DISAPPROVED BY COMMITTEE: _____ DATE: _____

BY BD of MGRS: _____ DATE: _____

Please return this form and attachments to the Board of Directors.

Finished application distribution: Original to Secretary, Board of Directors Copies to Applicant, Management Company.

MEMBERS AND THEIR ACCOMPANIED GUESTS ONLY
NO LIFEGUARD ON DUTY-SWIM AT YOUR OWN RISK!

Swimming Hours: 9:00 A.M. to 11:00 P.M.

Pool Area Closes at 11:00 P.M.

- Guests (both adults and children) **must be accompanied by the hosting adult resident at all times.** (Please see reverse side of this page.)
- Resident Children under the **age of fourteen (14) must be accompanied at all times by an adult resident.**
- Access to the pool is through the pool house door, and a key is needed to open the door. For the safety of the children and to help keep out trespassers, this door is to be kept closed and locked at all times. **Do not prop the door open.** Always bring your key. Climbing the fence is not permitted.
- No resident shall open the door for anyone who has forgotten their key or do not have a key.
- Only regular swim wear is permitted in the pool. **No cut-offs shorts, etc.** Their threads and lint clog the pool filter.
- Reserving the pool chairs for oneself or for others is limited to thirty (30) minutes. This includes time spent in the water or away from the pool area.
- Pool Parties are not permitted.
- Guests are limited to **three (3) persons per household.** (XXXXXXXXXXXXXXXXXXXX) **No glass** is permitted in the pool or in the pool area. This includes bottles, glasses, cups, containers, etc.
- **All litter is to be disposed of properly.** (Do not dispose of diapers in the pool trashcan.)
- **No Styrofoam** rafts, chairs, floats. Styrofoam clogs the pool filter.
- **No running, pushing, horseplay, or unsafe activity** is permitted in the pool or pool area.
- Ball playing is not permitted in the pool or pool area.
- Profanity is not permitted and **proper behavior is expected.**
- Pets are not permitted in the pool or pool area.
- Out of consideration for others at the pool and for the residents in nearby buildings, the volume of radios must be kept low. (The use of headphones is recommended)
- Toys, when leaving pool remove all toys from pool and pool room, any toys left will be disposed of by pool maintenance man.
- If you see anyone in the pool area after 11:00 PM, please call the Centerville Police. They are considered Trespassing. Have police notify Apple Property Management.
- Guests must be accompanied by the hosting adult resident while at the pool. A guest is anyone who does not live full-time with you. Guests include relatives, as well as friends, who are visiting you—whether they are visiting for a few hours, a few days, or a few weeks.

(Do not send your guests to the pool ahead of you. For reasons of security, non-residents who are not accompanied by the hosting resident will be considered trespassing and the Centerville Police will be called.

The number of guests is limited to three (3) guests per household, except for occasional visits by family members-in which event you must contact the management company first. Because of the small size of the pool and the pool area, it can easily become quite crowded. No residents of Fox Run II should ever feel excluded from using the pool because space and pool furniture are occupied by guests. Therefore, residents wishing to use the pool or pool area will be given precedence over guests. (If the weather is such that it's likely that a lot of residents will be at the pool, it would be a good idea to check how crowded the pool is before inviting guests.)

There are important reasons why guests must be accompanied at all times by the hosting resident. Some of them are:

The Fox Run II pool is a private pool. Permitting guests to use the pool without being accompanied by the hosting resident is, in effect, opening the pool to the public.

No lifeguard is on duty. The residents at the pool should not have to worry about the safety of someone else's guests.

The pool is classified by law as an "attractive nuisance," and its safety and security is required to be maintained.

It is unfair to place the burden, and the legal liability, on residents using the pool to see to it that someone else's guests abide by the pool rules. That is the hosting resident's responsibility.)

Because all guests must be accompanied by the hosting adult resident, all unaccompanied non-residents are easily identified as trespassers.

Fox Run Section II Homeowners' Association

PO BOX 752108
Dayton, OH 45475-2108
937-291-1740

SATELLITE DISH POLICY

(Common Area Installation)

This form must be signed by the unit owner and approved by the Board of Managers before installation begins.

1. Requests to install satellite dishes in the common area must be in writing and will be considered on a case-by-case basis.
2. The following procedures and restrictions will govern installation of dishes in the common area. The Board of Managers must approve any deviation from these procedures and restrictions in writing.
3. Dishes must be installed in accordance with the rules and regulations established by Fox Run Section II Homeowners Association.
4. Owners are responsible for the purchase, installation, and maintenance of their satellite dishes, mounting 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.
5. Owners are to inform Apple Property Management of the date and time the dish is to be installed.
6. Only dishes measuring eighteen inches (18") in diameter are permitted.
7. Dishes must have the dark gray finish.
8. A maximum length (to be determined by the Board) of wiring and cable may be exposed on the exterior of the building. The association will paint mounting boxes and exposed wiring and cable at the discretion of the Board of Managers.
9. In the event, the dish is removed; the common area must be restored to its original condition at the unit owner's expense.

Approved:

Unit Owner

Date: _____

Board of Managers

Date: _____