

MANAGEMENT OF TWIN LAKES WEST CONDOMINIUMS

Apple Property Management is the Managing Agent for the Twin Lakes West Condominium Association. The managing agent functions under the direction of the **Twin Lakes West Board of Directors**. (Herein called the **Association Board** or the **Board**) The managing agent's address and phone number is:

Apple Property Management
P. O. Box 752108
Dayton, Ohio 45475
937-291-1740

ASSOCIATION RULES AND REGULATIONS

The Twin Lakes West Declaration and By-Laws sets forth various rules, regulations, and restrictions. **Article XII** allows for The Board of Directors, at its discretion, to also adopt various rules, regulations, and restrictions. Under the Declaration, the Board of Directors has the authority and the right to establish, change, or delete rules and regulations it feels are necessary and reasonable. **Each Unit Owner is expected to read and abide by Twin Lakes West Declarations and By-Laws. (They are binding and legal documents).**

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

Insurance

Contact the Managing Agent for the name of our Association's current insurance carrier. Insurance coverage on the exterior of the buildings and all common and limited common areas, is provided by the Association's insurance; and its cost is included in your monthly association fee. The Association's insurance policy has a \$5,000 deductible.

In the event of a loss, the originating source of the loss for which the Unit Owner is responsible, such as a leaking water heater or broken washing machine hose, the Unit Owner will pay the deductible. It is also the responsibility of the Unit Owner to pay the deductible if any part of the unit, maintained under the Unit Owner's responsibility, is damaged. You or your personal insurance company must pay for repair and replacement of personal property.

Personal Insurance Coverage

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 agreement and specifications: i.e. wallpaper, fixture upgrades, etc. We

recommend that you have your agent contact the Association's insurance agent to determine what personal insurance coverage you need in order to provide adequate personal coverage. We recommend that you also add "Loss Assessment Coverage" to your personal insurance policy. You may contact your insurance carrier or the Managing Agent for more information.

Each Unit Owner should carry liability coverage, as the Association's liability coverage applies only to the common 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 that occurred in your unit, that is not insured by the Association. For example: if your water heater leaks into your neighbor's unit and the water damages their furnishings, you are responsible for that damage, not the Association.

Common/Limited Common Areas

Common Areas of Twin Lakes West are all lawns, walkways, parking areas, roads, supporting building structures, and outside light fixtures on the structures. Other common areas are: foundations, roofs, main and supporting walls, trees, shrubs, pool house and pool area, and ponds. Further description of the common area is in the Twin Lakes West Declaration, Article VII.

Limited Common Areas of Twin Lakes West include: All patios, decks, front porch, air conditioning pad, etc. Further description of the limited common area is detailed in the Twin Lakes West Declaration, Article VIII.

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

Owner Unit

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

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

Examples:

Broken window(s). You, the Owner of the Unit, are responsible.

You have a problem with insects or other pest within your Unit. It is your responsibility to call an exterminator and pay for services rendered. If necessary, the association will provide treatment for insects which cause structural damage, such as, termites and carpenter ants.

Who pays for the repair and the water damage if a water pipe breaks in the wall of your Unit? If the water pipe **does not** exclusively serve your Unit, the Condo Association will pay the deductible and the insurance will pay for the repair of the pipe and for any damage done, except for damage done to your personal property. However, if the water pipe **does** exclusively serve your unit, you must pay the deductible and the Association's insurance will pay for the repair of the pipe and for any damage done, except damage to your personal property.

Will the Managing Agent perform services that are the Unit Owner's responsibility? Yes, you will be charged for the services performed by the managing agent at their current labor plus materials. Contact your Managing Agent for information.

GARAGES

Your garage door is **not** common area, and it is your responsibility to repair and/or replace damaged garage doors within two weeks. All replacements **must** first be submitted to the Managing Agent for approval of the Association Board.

When not in use, the garage doors must be closed. Garage doors left open for unnecessary periods of time (several hours, all day, or all night, especially when the residents are not present) is unsightly, attracts flies, other insects and rodents. It is a potential security problem and hazardous to you and your neighbors.

Non-compliance of this rule is subject to warnings and fines.

Building Care and Maintenance

All plans for outside painting **must** be submitted to the Managing Agent for approval by the Association Board. This includes your unit's door, trim, etc. This rule is set by the Board to assure consistent appearance throughout our community.

Outside Light Bulbs. The light bulbs around the pond, gazebo, and pool area will be replaced by the Managing Agent. If you notice a burned out light bulb in these common areas please contact the Managing Agent. Replacement of the light bulbs in fixtures on either side of the garage doors or on patios and decks, are the responsibility of the Unit Owner. **Use only CFL (Compact Fluorescent Lighting) bulbs in these fixtures. They must be white, 13 watt, 120v, mini-spiral design.** They may be purchased most anywhere at very reasonable cost and will last more than 2 years.

Emergency auto repairs in parking lots or driveways. If you must, **in an emergency**, perform mechanical work on your vehicle, care must be taken so that fluids from the car cannot spill or drip on the asphalt surface. No extensive engine or body work is permitted to be performed on Twin Lakes West property.

Snow/Ice Removal for Walkways and Driveways

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. To help manage the uncontrollable costs of snow and ice removal, we encourage you to help by treating your own walks and driveways, **please do not use salt!** It will damage the concrete. Chloride pellets are safer and minimize damage. Both types can easily be found in hardware or grocery stores.

An independent contractor, hired by the board, will remove snow from front walks, driveways, parking lots (move your cars into the garage if possible), and streets. **Under no circumstance will cars be allowed to park on the street surface. Towing and fines will be imposed for non-compliance.** To minimize the extremely high cost of snow removal, contractors will be called when snow accumulation reaches 3-4 inches.

We ask that Unit Owners be patient under the trying circumstances when we are hit by major storms. All contractors service multiple properties. We will do our best to be a priority on their list. The work is tedious and grueling with crews often working around the clock and sometimes not being able to get to the properties until main roads are cleared. They will get to us as soon as it is humanly possible. In case of **emergencies** or **special situations** (inability to exit or enter garages because of drifting, for instance) call your Managing Agent or a member of the Association Board. Every Unit Owner should keep a snow shovel handy for emergencies.

Lawn, Tree, and Shrub Care & Maintenance

The Association Board hires contractors to mow and trim the lawns, prune the shrubs, maintain common area planting beds, spray for noxious weeds, and apply lawn and tree treatments. The lawns are usually mowed every seven to ten days. However, actual frequency may depend on the weather and rate of growth.

You spray/treat the lawn around your unit for insects/pests such as fleas or ants. The lawns are fertilized and treated for weeds and insects four to five times each year, depending on what the Association Board believes is necessary.

If you wish to add any additional landscaping around your unit, you must submit all requests, in writing, using the form contained at the end of this document, sent to the Managing Agent for approval by the Board. The Twin Lakes West Declaration

gives the Association Board authority over the building exteriors and all common and limited common areas. This responsibility of approved exterior changes passes on to new unit owners when the unit is sold. **Do Not Expect** the lawn/landscape contractor to provide any maintenance to those landscape areas you have added. The Unit Owner is responsible for maintenance of flowers, shrubs, plants and trees added by the Unit Owner. Consideration of landscape plans will be on a case by case basis.

Lawn and Tree Watering

We do encourage the proactive efforts of Unit Owners in making the common areas of the property look attractive. However, because of historically high water bills due in part to over usage of water for lawns, it is necessary to establish, monitor and enforce restrictions of outdoor water usage. Water and Sewer costs are the single highest controllable expense in our Association budget. As Unit Owners, it will be your responsibility to adhere to the following guidelines.

Lawn Watering: Based on information provided by a Certified Turf Specialist, the rule of thumb for watering established turf is **1” per week**. This would calculate to watering **once per day** for about **20 minutes** on **3 non-consecutive days per week**. It is important to water the grass well, but allow it to go through a cycle of drying completely before watering again. Turf watering should only be done **early in the morning**, after sunrise **OR** in the **evening near dusk**. No watering will permitted before 7 a.m. or after 8 p.m. During periods of high temperatures and drought conditions, it is a natural occurrence for lawns to go dormant. **It is not** an absolute necessity to water the lawn at those times. With our programs for lawn fertilization and weed control, the lawns will recover with the next occurrence of rain.

Tree Watering: You should water trees during the driest and hottest parts of the summer season especially if you notice the trees are in stress (dry shriveling leaves, or excessive dropping of leaves). It is recommended that during these dry periods you may leave a hose at a slow trickle for 30 minutes, 3 times per week. Place the hose at the base of the tree over the root ball. Avoid too much runoff.

These restrictions will be monitored and penalties for non-compliance will be issued.

Parking

The Twin Lakes West Association has established a Reserved parking policy. Each Unit Owner is allowed to park in their garage or driveway. The following policy will apply:

A. RESERVED SPACES

- 1.** Each unit has exclusive use of its driveway for parking by the unit owner and his/her guests.

2. Violators who park illegally will be towed. This includes parking in others' driveways, parking on the grass, parking in areas that restrict the normal flow of traffic, or parking in an unsafe location.
3. If a vehicle is towed, the owner is responsible for **all** towing and storage costs.
4. **Under no circumstance is parking allowed on the street surface at any time.**

B. VISITOR PARKING

1. All other parking spaces in the community are visitor parking spaces.
2. Unit Owners may use visitor parking spaces on a first come, first serve basis. Unit Owners are encouraged to use their garages for their intended purpose; vehicle parking. This will help alleviate some of the parking difficulties.
3. Visitor parking **IS NOT a storage space.** A vehicle parked in visitor parking must be moved off the property after 8 hours, or it will be towed. Some exceptions, such as vacations, business trips, illness, etc., can be granted by the Managing Agent. However, it is the resident's responsibility to notify the Managing Agent of the circumstances in sufficient time to avoid a towing charge.

C. BOATS, RV's, VEHICLES SUCH AS TRACTORS, TRAILERS, DUMP TRAILERS, LIMOS, OVERSIZED OR OUTSIZED VEHICLES, MOVING VANS, MOBILE HOMES, COMMERCIAL VEHICLES, AND AND CAMPERS ARE NOT AUTHORIZED ON TWIN LAKES WEST PROPERTY.

Since parking is at a premium within Twin Lakes West, Unit Owners are encouraged to resolve parking difficulties with their neighbors before calling the Managing Agent about the problem. Only the Managing Agent has the authority to authorize towing with the towing contractor. All Unit owners are to advise their visitors to our community of the parking policies and rules. Your assistance in this matter could help avoid an embarrassing and unfortunate circumstance for you and your visitor.

Non-compliance of these rules are subject to warnings, fines, or towing.

***Neither the Twin Lakes West Association nor the Managing Agent will be responsible, financially or otherwise, for any vehicle towing, storage costs, or damage.**

Flower Beds and Patio Landscaping

The Association Board encourages Unit Owners to plant flowers in the beds around their units. Board approval is not necessary, however, the following guidelines must be adhered to: no plant that clings to, or climbs up the buildings are to be planted. Maintenance of plants or flowers planted by the Unit Owner is the responsibility of the Unit Owner. The Association, Managing Agent, and the lawn care contractor **will not** be

responsible or liable for damage done to Unit Owner planting in the course of lawn or shrub care.

If you wish to put lawn ornaments or other decorations on or around your unit, **you must request Association Board approval in writing.** It is your responsibility to trim the grass around these objects and maintain them. The Association, Managing Agent, and the lawn care contractor **will not** be responsible or liable for damage done to these objects. Bird feeders and bird baths of any kind **are not permitted on the common area.**

Exterior Changes to the Units

All exterior additions or changes must first be approved by the Association Board. Requests for exterior additions or changes **must be** made in writing and submitted to the Managing Agent for approval by the Association Board. **Please plan ahead. It may require up to 30 days for final approval.** (see form near the end of this document).

For the addition of storm doors you must have Association Board approval. Policy allows only for **LARSON and ANDERSON FULL VIEW** in Almond with Nickel trim. This policy was adopted to help maintain the uniformity and attractiveness of our community. Send all requests to the Managing Agent.

Satellite dishes are allowed, but the installation location must be approved by the Association Board before work begins. The decision on location will vary on a case-by-case basis. Satellite dishes **are not permitted** to be installed on or near the front porch or front portion of the unit roof. The Association has certain guidelines to follow for exterior alterations. The Association has the authority to remove any alterations that do not meet Twin Lakes West specifications.

Requests for exterior additions, changes or maintenance, must be in writing and submitted to the Managing Agent and approved by the Association Board. To guarantee uniformity, contact the Managing Agent for approved materials to use.

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 the Managing Agent. **If you sell your unit, your copy of all governing documents** (the Declaration, By-Laws, Association Rules and Regulations Document, etc.) **must be given to the buyers.** If you have lost

your copy, a replacement can be purchased from the Managing Agent for a nominal charge.

Prior to closing, the unit exterior must be in compliance with the Twin Lakes Rules and Regulations, Declaration document and By-Laws. The Association Board will seek recourse for any noncompliance of the rules.

Mailboxes

Contact the Post Office for any repairs to your mailbox, its lock, or the key. Be sure to tell them you live in a condominium community, not an apartment. The Managing Agent does not have keys to the mailboxes, cannot get keys for you, and cannot repair the lock.

Going Away for Awhile

If you are going to be away for an extended period of time, you should advise the police, a neighbor, and the Managing Agent. The Managing Agent should also be given the name and telephone number of a person who has a key to your unit so that if there is an emergency (i.e., water leak), the Managing Agent can get into your unit to stop the leak and prevent further damage.

Leave the heat on at least **60 degrees** if you are going to be away during cold weather, even if it is only overnight. Also, keep cabinet doors open to any pipes that are on an outside wall. Turn off the main water supply valve whenever going away for an extended period. Remember to switch off the circuit breaker to the water heater to avoid damage to the heating elements in case of leaking.

Remember to stop newspaper and postal deliveries, etc., while you're away.

Pet Policy

Article XIII of the Twin Lakes West Declaration outlines the pet policy for the Twin Lakes West community. All residents are expected to read and abide by this policy. Article XIII also allows for adopting the following rules and regulations by the Board.

Dog owners are not to permit their dogs to bark excessively or cause and create a nuisance or unreasonable disturbance at any time, including when the owner is away. **Pets are not permitted to run loose at any time.** They must be on a leash at all times and under control by the pet owner. **Pets are not permitted to be tied up outside at any time. No chains, stakes or visible fences are permitted in the common area; and**

they will be removed. Please report any unleashed pets to the Animal Control or the police.

All pet droppings are to be picked up immediately after occurring and properly disposed of. It is the pet owner's responsibility to clean up after the pet. If the Association Board should consider it necessary to clean up the fouled or damaged area, the pet owner will be billed for the cost of this service. **All common and limited common areas must be clear of droppings.**

Leashes and any other animal-related paraphernalia that might hinder lawn care or maintenance must not be left outside. The animal-related items here-in mentioned will be removed and confiscated. Upon payment of the fine the items will be returned.

Noncompliance with this policy is considered a health hazard, and will result in fines to the pet owner. (see Fine Policy) in this document.

Grills

In accordance with Washington Township ordinance and Section 308.3.1 of the Ohio Fire Code, the operation of a charcoal burner, propane burner or any other **flame** cooking device, is prohibited on combustible decks and balconies.

Trash

Trash is to be disposed of in trash cans or plastic trash bags. Trash cans must have a closeable lid. If you use plastic bags, make sure they are tied tightly. **Trash is not to be set out until 5:00pm of the night before scheduled pick up. Trash cans are to be returned to your garage no later than sunset on the day of scheduled pick up.** If you will be away, ask a neighbor to put you cans away.

PAPER BAGS OR CARDBOARD CARTONS ARE NOT TO BE LEFT OUTSIDE OVERNIGHT. Items that the trash company won't take on their regular pick up include: furniture, appliances, mattresses and box springs, and other large items. You must make special arrangements with the trash company to have these items picked up. This will be an additional expense to you. Your trash pick up service provider is Waste Management.

Trash containers are to be **stored inside your garage** on other than pick up day. Trash containers are not permitted on patios, decks or any other common or limited common areas. The Managing Agent will confiscate (but will not empty) containers left outside in unauthorized places and the Unit Owner will be assessed a fine. Containers, and the trash inside, will be returned upon payment of the fine.

Clotheslines – Laundry

No clothes, sheets, towels, blankets, or laundry of any kind is to be hung out or exposed on any part of the common or limited common areas and facilities, including patios and decks.

Seasonal Decorations

Seasonal decorations are permitted in limited common area only and must be removed by the end of the season. Christmas decorations are not to be installed prior to December 1 and must be removed by January 7th. Window lighting is allowed outside each unit. Decorations must be in good taste. Appropriateness of decorations will be determined by the Association Board, and Unit Owners will be asked to take down decorations deemed inappropriate for the community. If the Managing Agent is required to remove any decorations due to inappropriateness or failure to comply with time frames, the Unit Owner will be assessed a fine according to the fine policy.

No decorative flags are permitted to be displayed on common or limited common areas other than the flag of The United States.

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 not be** conducted, maintained, or permitted on any part of the condominium property.

Window Coverings

Only appropriate window coverings are permitted at all times. Sheets, blankets, paper coverings, foil, etc., are not permitted to be hung at the windows, even on a temporary basis.

Other Important Items Subject to Fines

Feeding the ducks, geese, or other waterfowl, is not permitted.

Fishing or swimming in the pond is prohibited.

Dumping of goldfish or any reptiles in the pond is prohibited.

Storing of hazardous materials in the units or garages is prohibited.

Bicycles, toys, etc., left on any common areas is prohibited.

You **must comply** with posted speed limits and stop signs within the community.

Please be respectful of your neighbors. Loud noise, such as radio's, stereo's, TV's, etc., which are irritants to your neighbors should be minimized. Outdoor patio or deck parties **must be taken inside** after 10 p.m. Immediate action should be taken by the Unit Owner to remedy the situation if you are notified of the irritant. Excessive noise disturbances should be reported to your local law enforcement agency.

Condominium Fees

Your monthly fees are due on the **FIRST DAY OF EACH MONTH**. A ten (10) day grace period is granted, but fees **must be postmarked on or before the tenth of the month** to avoid having a late fee automatically assessed to your account. Checks should be made out to **Twin Lakes West Condominium Association** and mailed to your Managing Agent.

Your monthly fee pays for a variety of your Association's expenses including:

- insurance on the exterior of the buildings and other common elements
- exterior and common area maintenance
- lawn care, common area landscaping, and snow removal
- all water and sewer used at Twin Lakes West, including water and sewer used by the unit owners
- administrative expenses
- electricity and bulbs used for the pool house, pond, and other common lighting
- pool maintenance, equipment, and furniture
- pond care and maintenance

Since your fees are crucial to the operation of the Association, as described above, delinquent Unit Owner accounts can not be tolerated. When a Unit Owner's account becomes **30 days overdue**, the Unit Owner, and any unit occupants, **will relinquish their voting privileges and use of common amenities, i.e. pool.** When the Unit Owner's account becomes 60 days overdue, a **collection agency** will be used to collect the delinquent amount, at the Unit Owner's expense. When a Unit Owner's account becomes **90 days overdue**, a **Lien** will be filed on the unit, at the expense of the Unit Owner. If an account becomes **6 months past due**, action may be taken to **garnish the wages** of the Unit Owner, at the Unit Owner's expense. If an account becomes **12 months past due**, a **foreclosure action may be taken** against the Unit Owner.

If a unit is being rented and fees are in arrears as stated above, the Unit Owner and the renter will be enjoined in any legal action.

The Association Board recognizes those unfortunate circumstances that may cause a Unit Owner to develop a past due account. In those cases, it is the Unit Owner's responsibility to communicate with the Managing Agent so that possible alternative payment plans may be discussed with the Association Board.

Fines Policy

To insure compliance with the Rules and Regulations, in those rare instances when a friendly reminder doesn't work, the following schedule of fines for repeated or continued violation or non-compliance has been set by the Twin Lakes West Association Board.

EVENT

FINE

First-time Violation	Written Notice
Second-time Violation	\$ 50.00
Third-time Violation & Each Subsequent and/or Continued Violation	\$ 100.00

Fines will be assessed against the Unit 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 Unit Owner's responsibility to advise the tenant of these rules and regulations and to provide him with a copy.

The Managing Agent will notify the Unit Owner in those cases where a fine has been levied. **Payment for the fine is due with the next monthly fee payment following receipt of the notification.**

The Association Board, at its discretion, may modify the schedule of fines without notice under certain circumstances.

**PLEASE BE CONSIDERATE AND COURTEOUS TO YOUR
NEIGHBORS!**

Swimming Pool Rules
Pool Hours Are 10 A.M. to 10 P.M.

1. **No lifeguard is on duty!!! You are swimming at your own risk!!!**
2. Guests are not permitted at the pool without the hosting Unit Owner in attendance. Unaccompanied guests will be considered trespassers. Please, **No More Than 2 Guests** per household during peak, crowded times on weekends.
3. Children under the age of 14 **MUST** be accompanied by an adult at all times.
4. **NO GLASS** bottles, glasses or other glass containers are permitted in the pool or pool area.
5. **Alcoholic beverages are not permitted** in the pool or pool area.
6. **Do not leave trash or debris** in the pool or pool area.
7. **No smoking will be allowed in the pool or deck areas.** The Pool and Deck are smoke free areas.
8. If you see anyone at or in the pool area who does not belong, please ask them to leave, or contact the police.
9. **Under no circumstance are pets allowed in the pool area.** The Health Dept. will **close the pool** for this violation.
10. The last person to leave the pool should lower the umbrellas and lock the gate.
11. Any infractions of these rules will cause loss of privileges and potential fines. Please keep the pool clean and safe and make it an enjoyable place to relax.
12. Be considerate of those units in the immediate area of the pool. No rowdiness, running, or horseplay in the pool area.
13. Radios should be limited to headphone devices only.

Request For
Exterior or Landscape Alterations

Please attach any documents, pictures, architectural renderings, etc. that will assist the Board in understanding your request.
Please allow up to 30 days for approval.

Printed Name of Unit Owner _____

Signature of Unit Owner _____

Address of Unit _____ Date of Request _____

I hereby request permission to make the following exterior or landscape change, addition, or alteration. Included are the plans and specifications showing the nature, kind, shape, dimensions, materials, and location(s) of the same as 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 standard set by the Association Board. I further understand that any damage to the common area that results from this alteration is the responsibility of the current Unit Owner and any subsequent Unit Owner.

Received By _____

Approved By _____

Disapproved By _____

Date _____

Date _____

Date _____

