

## Management of Savannah Place at Yankee Trace

**Apple Property Management** is the managing agent for the Savannah Place at Yankee Trace Homeowners Association. The management company functions under the direction of the Savannah Place at Yankee Trace **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

The Savannah Place at Yankee Trace sets forth various rules, regulations, and restrictions. The Board of Directors may also adopt various rules, regulations, and restrictions. Under the Declaration, the Board of Directors has the authority and the right to establish changes and delete rules and regulations it feels are necessary and are reasonable. **Each Owner is expected to read and abide by Savannah Place at Yankee Trace Declaration and Bylaws. (They are binding, legal documents.) The rules contained in this Policies Document do not constitute a complete listing of the rules. Rules are also contained in the Declaration, Bylaws, and from time to time, 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. Article X Section 10.5 explains the Homeowners Insurance.

All residents shall purchase and maintain an individual Homeowners Policy as specified in the Savannah Place CCR, Article X Liability and other insurance, Item 10.08-Homeownerw Insurance.

### **Common/Limited Common Areas**

**Common areas** of Savannah Place at Yankee Trace are: Lawns, walkways, parking areas, and roads. Other common areas are: trees, shrubs, and ponds. Further description of the common area is detailed in the Savannah Place at Yankee Trace Declaration.

**Limited common areas** of Savannah Place at Yankee Trace include: The patios, windows, decks, entranceways, stairways, air conditioning pads, etc. Further description of the limited common areas is detailed in the Savannah Place at Yankee Trace Declaration.

**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 garages, 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.**

Also, 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.

**You have a problem with insects and other pests in and outside your unit.** It is your responsibility to call an exterminator and pay for services rendered. Problems with insects or pests located on the outside of your unit or within the common and limited common areas such as bees, wasps, hornets, nest, ants, termites, etc. is the responsibility of the Homeowner.

### **Garages**

Your garage door is **not** common area, and it is your responsibility to repair and/or replace it. All replacements **must** first be submitted to Apple Property Management for approval by the Board. Garage doors should not be open for long periods of time for the safety of the community.

### **Building Care and Maintenance**

**Refer to Article IX – Item 9.01(a) of the original CCR of Savannah Place.**

**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 (e.g. flowers, trees, and shrubs) to the extent located on, or as part of any Lost, except as otherwise set forth in the Declaration.**

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 has burn out, please contact Apple Management. The outside light fixtures attached to your unit including the garage lights are your responsibility.

### **Snow and Ice Removal for Walkways and Driveways**

It is neither practical nor feasible to totally control ice on the sidewalks and parking area. 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 in 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 front walks, driveways and parking lots when snow reaches an accumulation of three (3) inches.

**HOMEOWNERS SHOULD TAKE GREAT CARE WHEN OUTSIDE 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. The lawns are usually mowed every seven to ten days. However, actual frequency depends on the weather and rate of growth.

**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 addition landscaping around your unit** you must submit all requests in writing to the Board along with plans drawn out on the attached form. The Savannah Place at Yankee Trace

Declaration gives the board authority over the building exteriors and common and limited areas. This responsibility passes on to the new owners when the unit is sold. The lawn care contractor will not maintain them. Consideration will be on a case by case basis.

### **Parking**

Savannah Place at Yankee Trace community has established a Reserved Parking Policy. Each 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 for unit owner and his/her guest.
2. Violators who park illegally will be towed. (This includes parking in other's driveway, parking on the grass, parking in areas that restrict normal flow of traffic, or parking in any unsafe location.)
3. If a vehicle is towed, the owner is responsible for all towing and storage costs.
4. Parking in the street is permitted.

#### **B. BOATS, RV'S—SUCH AS TRACTORS, TRAILERS, DUMP TRALERS, LIMO'S AND ANY OVERSIZED VEHICLES, MOVING VANS; AND MOBILE HOMES, AND CAMPERS ARE NOT AUTHORIZED ON SAVANNAH PLACE PROPERTY.**

Only the Apple property Management has the authority to authorize towing with the towing contractor.

Neither the Homeowners Association nor Apple Property Management will be responsible financially or otherwise, for any vehicle towing, storage costs, or damage.

### **Flower Beds and Patio Landscaping**

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, or owner's plantings 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 **Board approval in writing**. At this time no statues or other decorations are allowed on any unit. It is your responsibility to trim the grass around these objects and maintain them. Bird feeders of any kind are **not permitted**.

### **Exterior Changes to the Units**

**All** exterior additions or changes must first be approved by the Board of Managers. Requests for exterior additions or changes **must** be made in writing and submitted to the Board, c/o Apple Property

Management. (See included “Request for Exterior or Landscape Alterations” form in the back of this book.)

**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.

A written request for use of a Satellite Dish must be submitted to be approved by the Board prior to installation and will only be considered providing 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 Elements is prohibited. Any Owner contemplating the 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 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, your copy of all governing documents** (the Declaration, Bylaws, the Savannah Place at Yankee Trace Policies Document, etc.) is to be given to the buyer. If you have lost your copy, a replacement can be purchased from Apple Property Management for a nominal charge.

Prior to closing, unit exterior must be in compliance with Savannah Place at Yankee Trace Policies Document Declaration, and any other rules and regulations. The Board will seek recourse for any noncompliance of these rules.

### **Leases**

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

1. Provide the tenant with a copy of the Bylaws 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, and
4. Provide to the Management Agent 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 responsible at all times for the enforcement of the established guidelines.

### **Occupancy**

No more than 6 persons may occupy a 3 bedroom unit. No more than 8 persons in a four bedroom unit at any one time.

### **Sales**

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

### Going Away for Awhile

If you are going to be away for a few days, you should advise the police, a neighbor, and Apple Property Management. Apple Property Management 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), Apple Property Management can get into your unit to stop a leak or prevent further damage.

Leave the heat on at least 65° *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 open. Turn off the main water supply valve whenever going away for an extended period. Remember to turn off the circuit breaker to the water heater to avoid damage to the heating elements in case of leaking.

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

### Pets

No more than (3) pets are permitted per unit, and may be subject to a weight/size limit. The Board may require the removal from Savannah Place a pet which, in the sole and absolute discretion of the Board, creates any nuisance, is not properly controlled, or the feces of which was not properly picked up nor properly placed in a garbage container. Dogs and cats are required to be kept on a short leash while outside of a Unit. The Owner shall recover and dispose of feces of pets. The following represent examples of nuisance behavior and/or behavior that create an unreasonable disturbance:

- a. Pets that cause personal injury or property damage.
- b. 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.
- c. Pets in Common Elements who are not under the complete physical control of a responsible human companion, on a hand-held leash of no more than six feet in length, or in an animal carrier.
- d. Pets that relieve themselves on walls or floors of Common Elements.
- e. Pets that exhibit aggressive or other dangerous or potentially dangerous behavior

### Trash

Trash is to be disposed of in trash cans or plastic trash bags. Trash cans must have closeable lids. If you use plastic bags, make sure they are tied tightly. **Trash is not to be set out until 5:00 P.M. the night before pick-up.** Trash cans are to be taken back inside at the end of the day. If you will be away, ask a neighbor to put their can(s) 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, 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.

### Seasonal Decorations

Seasonal decorations are permitted in limited common areas only and must be removed by the end of the season. Holiday decorations are not to be installed prior to December 1<sup>st</sup> and must be removed by January 7<sup>th</sup>. 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 an inappropriateness or failure to comply with time frames, the Owner will be assessed a fine according to the fine policy.

No decorative flags are permitted. The U.S. flag may be flown ONLY. No political signs are permitted or other important items of interest.

### **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 be conducted, maintained, or permitted on any part of the association or unit ownership.

### **Window Coverings**

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

### **Other Important Items of Interest**

**Feeding the ducks, geese, or other waterfowl is not permitted and is subject to the fine policies detailed in the document.**

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, skate board, etc., on the sidewalks is prohibited.

Speed limits within the community must be complied with.

Loud noises, such as radios, stereo's, TV's 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.

### **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. Checks should be **made to Savannah Place at Yankee Trace 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 10<sup>th</sup>. If you are prepaying semi –annually, your payment should be postmarked on or before January 10<sup>th</sup> and July 10<sup>th</sup>. If you're prepaying quarterly,

your payment should be postmarked on or before January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>. 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 your Association’s expenses including:**

- exterior and common area maintenance
- lawn care, common area landscaping, and snow removal
- administrative expenses
- electricity and bulbs used for street lights

Since your fees are crucial to the operation of the Association as described above, delinquent Owner accounts will not be tolerated. If a unit is being rented and fees are in arrears as stated above, the Owner and the renter will be enjoined in any legal action.

The Board recognizes that unfortunate circumstances may cause an Owner to develop a past due 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 & Fire Pits**

No person shall light or maintain a fire within the Savannah Place at Yankee Trace except within a proper outdoor grill or other normal, household equipment. Outdoor grills and other cooking equipment shall only be used on the patio ONLY. 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. Per research with the Fire Department – ONLY propane grills will be allowed (i.e. no charcoal). Use of outdoor oil deep fryers is strictly prohibited.

Use of propane or natural gas (UL LISTED) outdoor fire pits is permitted. Any and all other types of fire pits are prohibited – examples would be the use of wood, charcoal, and other combustible materials that cause embers and or sparks to become airborne.

**Fine 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 has been instituted by the Savannah Place at Yankee Trace Managers:

<b><u>EVENT</u></b>	<b><u>FINE</u></b>
First Time Violation*	Written Notice
Second Time Violation:	\$ 50.00
Third-time Violation & Each Subsequent and/or Continuing Offense:	\$ 100.00 per day

\*A \$25.00 fine will be assessed for the first and each succeeding trash 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 in those

cases when a fine has been levied. Payment of the fine shall be due in the next monthly fee payment after receipt of the notification

**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 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 accordance with the standards set by the Board of Managers. 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**

Received By \_\_\_\_\_

Approved By \_\_\_\_\_ Disapproved By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



