

Cottages of Beavercreek

Owners' Association

HANDBOOK

**Adopted Rules and Regulations by the Board of Directors
Cottages Of Beavercreek, Inc.**

Enacted: *8 November 2023*

Effective: *1 December 2023*

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EMERGENCY CONTACT NUMBERS

Beavercreek Police Department	(937) 426-1225
Emergency	911
Greene County Sheriff's Office	(937) 562-5220
Beavercreek Fire Department	(937) 426-1213

GREENE COUNTY TORNADO SIREN WARNING SYSTEM

At 10:00 AM, on the 2nd Wednesday of each month, the Greene County tornado siren warning system is activated for testing.

Cottages of Beavercreek Owners' Association.

Welcome Letter

On behalf of all your fellow occupants and neighbors, welcome to Cottages of Beavercreek! We believe that we live in one of the best communities in the area and we hope that you immensely enjoy your unit and our neighborhood.

Cottages of Beavercreek was developed in 2017. Our community contains 84 units within 14 buildings on 72 acres, with a dog park and fire pit sitting area that is professionally maintained. Our community is located in Beavercreek within Greene County.

This Handbook's purpose is to be your guide to living at Cottages of Beavercreek, as it contains a tremendous amount of information that is important to your residency here. This includes important information on topics such as the Association, our 's common elements, financial and maintenance responsibilities, and procedures and guidelines. Please keep this Handbook in a safe and accessible place, so that you may refer to it if you should ever have a question or concern.

Cottages of Beavercreek, like all other associations in Ohio, is governed by an amended and restated Declaration and Bylaws, both of which are filed with the Greene County Recorder's Office at Instrument Number 2017018086. These documents create our association, provide the operational framework for our association, and place reasonable restrictions on the property. While this handbook attempts to summarize many of the provisions in these documents, we also strongly encourage you to read and refer to them directly.

This Handbook is meant to be a comprehensive resource for you that describe our community from the common element and limited common element exteriors to your individual unit. This resource includes descriptions, restrictions, reasonable rules and regulations, maintenance responsibilities, financial obligations, and community procedures. Together, all of these provisions work in harmony to create the first class community that we all call home. We hope that you will contribute to our community in many ways including by cooperating, complying with, and upholding these guidelines.

The guides and provisions enclosed are what maintain the strength of our structures, the value of our units, and the warmth of our neighborhood. As many of us have moved from single-family homes, we also hope that this Handbook can assist in your transition. Just as we have found tremendous benefits in shared common element maintenance, architectural harmony, and a strong sense of community, we hope that you will too.

Again, welcome to Cottages of Beavercreek, and as always, should you ever have any questions, comments, or concerns, please do not hesitate to contact us.

The Board of Directors - Cottages of Beavercreek Owners' Association

Cottages of Beaver Creek Owners' Association.

Handbook Guide

This Handbook is meant to be your resource and guide for living at Cottages of Beaver Creek and it is meant to supplement (not replace) the Association's Declaration and Bylaws including any amendments, which are recorded at the Greene County Recorder's Office. If there is a discrepancy between what is expressed in this Handbook and the governing documents, the recorded governing documents will govern and control. You may obtain these documents at the Greene County Recorder's Office or the Management Company's website (www.applemgmt.com). It is the responsibility of the seller to provide a new Unit Owner with the governing documents. If you need assistance, please contact the Management Company.

The Handbook has been divided into the following sections for easy understanding and reference:

- I. **Definitions** – A listing of all the consistent and defined terms within this Handbook.
- II. **Communications** – As neighbors, we believe communicating amongst and with each other is essential to our community's ongoing success. This section is dedicated completely to methods of communication so that you know how to get in touch with necessary people and groups.
- III. **The Association** – This section provides an overview of how the Association operates including an explanation of how the Board of Directors, in conjunction with Management Company, administers the Association. This section includes details on the Association's maintenance, insurance, and financial responsibilities, as well as a synopsis on the decision-making and enforcement procedures.
- IV. **Common Element Information and Guidelines** – This section contains important provisions and regulations on the community's common spaces that we all share including parking, grounds, and the roadways.
- V. **Unit Owner's Exterior Guidelines and Responsibilities** – This important section details what you, the Unit Owner, are responsible for maintaining and repairing on the exterior of your Unit, as well as elaborates on the extensive list of actions that you may do to the outside of your Unit including landscaping, flags, holiday decorations, and grilling.
- VI. **Unit Owner's Interior Guidelines and Responsibility** – Each Unit Owner is responsible to maintain their individual unit. As a result, this section details interior unit responsibilities.
- VII. **Unit Owner's Financial Guidelines and Responsibility** – While moving into a generally means "maintenance free" exterior living, unfortunately, that does not mean it is free. This section outlines your financial responsibilities for Association assessments, insurance, utilities, and taxes.

- VIII. **Enforcement Procedure** – The Association’s rules, regulations, and guidelines are meant to preserve the quality of our community. When one of our neighbors is in violation of a restriction, the Board will follow a specific procedure to enforce and remedy the violation.
- IX. **Other Important Items of Interest** – This section has some general housekeeping items.

Appendices Forms

To make living within Cottages of Beaver Creek easier, we have developed a number of forms for your use and convenience. A copy of these forms is within this section. If you would like additional copies of any of these forms, please contact the Management Company.

Again, we hope that you will find the information, guides, rules, restrictions, and regulations contained within this Handbook to be helpful. Our community has historically been consistently responsible about safeguarding our neighborhood and protecting our property values by complying with and contributing to the provisions in this Handbook. Thank you in advance for your cooperation in maintaining Cottages of Beaver Creek.

If any of these rules or regulations is declared void, such provision will be deemed severed from these rules and regulations, which will otherwise remain in full force and effect.

As always, if you have any questions about any of the provisions, or if you find that a particular subject is not covered by this booklet, please contact the Management Company.

I. Definitions

The definitions in this Handbook are meant to have the same meaning as those words within our governing documents. These definitions include the following:

“Association” means the Cottages of Beaver Creek Owners’ Association.

“Board” and “Board of Directors” mean those persons who, as a group, serve on the Association’s elected Board of Directors.

“Bylaws” mean the document filed with the Greene County Recorder’s Office that outlines the Association’s corporate procedures and serves as a code of regulations.

“Common Elements” are the portion of the property, owned by all the Unit Owners as tenants in common, that are not considered part of a Unit. The Common Elements are generally the building exteriors, grounds, and roadways.

"Limited Common Elements" means the portion of the Common Elements that the Declaration designates as being reserved for the exclusive use of a certain Unit or Units, to the exclusion of other Units. The Unit Owner is responsible for the maintenance and replacement of this area. The Limited Common Elements are generally the decks and the area underneath the decks.

“Declaration” means the document filed with the Greene County Recorder’s Office that creates the Association, defines the Common Elements and Units, places restrictions on the property, and outlines responsibilities.

“Managing Agent/Company” shall mean a person or entity that manages and administers the Association on a day-to-day basis. The Management Company provides a Property Manager that is assigned to work specifically with our community and Board Members.

“Unit” means that portion of the property designated by the Declaration that is owned by a Unit Owner.

“Unit Owner” is the person or entity owning a fee simple interest in a Unit within the property.

“Occupant” is an individual who occupies a Unit as a residence.

II. Communications

As we all share ownership of Cottages of Beaver Creek, we believe that communication between the Unit Owners, Occupants, Board of Directors, and Management Company is essential for the successful and effective operation of our community. As further explained later in this Handbook, three volunteer Board Members govern our community.

While the Board of Directors is responsible for the community’s priorities and decisions, our community also has a Property Manager to run the day-to-day management, financials, maintenance, and operation of our association.

Our Management Company is Apple Management and their contact information is below:

Phone: (937) 291-1740

Email: bob@applemgmt.com (maintenance questions)

Gwyn@applemgmt.com (administrative questions)

Website: www.applemgmt.com

If you ever have a question, maintenance request, or concern, please contact the Property Manager. As the Board may only make decisions at Board meetings or, in certain circumstances, through the use of electronic communications, to maximize efficiency, please contact the Property Manager, who will be happy to assist you.

Regular meetings of the Board may be held at least 4 times a year (quarterly). with one of those meetings being the annual owners meeting to review budget and hold any board member elections.

As Cottages of Beaver creek is an Ohio non-profit corporation, there is also an annual meeting once a year, held in the months of December. Notice will be sent to you in advance of the meeting containing the date, time, and location of the meeting, a copy of the annual budget, and a copy of the reserve budget. The main purpose of this meeting is to elect, from among your fellow Unit Owners, the volunteer Directors to serve on the Board. However, there are often general reports and a question and answer session. We hope to see you at this meeting!

III. The Association

The Cottages of Beaver creek, like all other s in the State of Ohio, has an Association to operate, manage, and govern the property. Governed by a Board of Directors, our Association performs many essential functions to keep Cottages of Beaver creek a premier community, such as reasonable maintenance, purchasing insurance, adopting annual budgets and assessments, allocating reserves, property operation, and enforcement. Together, all of these items contribute to everything that your Association does for you.

A. The Board of Directors

The Association is administered by a Board of Directors that is elected at the Association's annual meeting, and each Board member serves two-year staggered terms. Generally, one or two Board members are up for election each year. Serving on the Association's Board is a tremendous opportunity to serve our community and have an impact on the matters and decisions that affect our neighborhood.

1. The Board is comprised of three members a President, Vice President and Treasurer/Secretary. There are no term limits for Board members. To be a Board member, you must either be a Unit Owner, the spouse of a Unit Owner.
2. All Board members volunteer their time to serve their community. To share this responsibility among all of us, everyone is encouraged to run for and serve on the Board.

B. Maintenance and Insurance Responsibility

The Association's main responsibility is the reasonable management, maintenance, repair, and replacement, as needed, of the 's Common Elements. The Board, when establishing the annual budget, sets and prioritizes all of the Association's maintenance responsibilities. In general, the items that have an immediate impact on the safety of persons or property receive greater priority. However, the Board's continued goal is to have a well-maintained community. The list below generally includes components that the Association is responsible for. For a more complete listing, please consult the Declaration. If you are uncertain about the responsibility of a certain item, please contact the Property Manager. The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following:

1. Infrastructure and Common Elements (***Refer to Article IX – Maintenance, Item 9.01(a) of the original CCR of Cottages of Beavercreek***)

- a. Dog park, fire pit, and mailbox enclosure;
- b. Common lighting;
- c. Streets, and walkways; and
- d. All turf areas, trees, and landscaping in the Common Elements.

2. Building Exteriors

- a. Building façades exteriors surface and siding;
- b. Roofs, flashing, and association installed gutters and downspouts;
- c. Vents and fixtures located outside the bounds of the Unit, such as light fixtures.

Note: ***(All doors, garage doors, windows, doorjambs, door checks, patio(s) decks and walls are the responsibility of the unit owner to maintain and replace.)***

C. Insurance

The Association obtains and provides extensive insurance coverage for Cottages of Beavercreek. This includes general liability insurance, directors and officer's liability insurance, and fidelity insurance. These insurance policies are not only required by our Declaration, but are also meant for all of our protection as Unit Owners. (*Refer to Article X Liability and other insurance*)

1. General Liability Insurance

This insurance covers the Association and protects us from liability associated with acts, damages, or injuries that occur on the Common Elements, excluding the Limited Common Elements. This insurance helps to protect us in the unlikely event that someone was injured on the Common Elements, sued the Association, and prevailed.

2. Directors and Officers Liability Insurance

Our Board of Directors, just like all other corporate boards, must often make difficult decisions. This insurance protects the Association's volunteer Board members in the event one or all of them are named personally in a lawsuit. We want to continue to protect our volunteers to encourage service to our community.

3. Fidelity Insurance

This insurance covers the Association in the event that someone who has access to Association funds, such as a Board member, the Property Manager, or Management Company, steals Association funds. We carry fidelity insurance in an amount equal to everything in the Association's bank accounts.

D. Budget & Assessments

One of the Board's main functions is to establish a budget every year for Cottages of Beavercreek that incorporates all of the upcoming year's common expenses. This is a time-consuming but diligent process, where the Board must review prior expenses and contracts, plan for short and long-term projects, and evaluate the Association's financial condition. As the

Association's only real form of revenue is from assessments paid by the Unit Owners, it is imperative that the Board budget wisely.

Our Association's common expenses include, but are not limited to, the cost of reasonable maintenance and repairs to all components that are the Association's responsibility, insurance premiums, utility services to the Common Elements, accounting, property management, legal, landscaping, snow removal, and reserves.

The Association's only real source of income comes from these assessments. If one Unit Owner does not pay, that means the remaining Unit Owners must make up the shortfall. Consequently, it is imperative that all the Unit Owners pay their share and pay it on time. The Board has enacted a Collections Policy to aggressively address unpaid assessments, which can be found in *Article VII, Section (A)(1), of this Handbook*.

E. Reserves

When preparing the annual budget, Ohio law also requires that the Board budget for reserves. In particular, the law states that the Board must:

Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments.

In other words, the Board is required to have a long-term plan for the Association's repair and replacement responsibilities, and therefore, a significant amount of money is deposited every year into the Association's reserve account. To assist the Board in this plan, the Association retained the services of reserve study specialists to prepare a reserve study. This document lists every major capital item that the Association is responsible to maintain, repair, or replace, projects the useful life of the item, and then estimates a cost to repair or replace that item at the estimated time repairs or replacements are needed.

This independent, professional engineering study provides the Board with not only the financial framework to plan for the future but also provides professional guidance on the proper repair and replacement order for the community.

Our reserve study provides great details into our community. Just like you may have obtained a home inspection for your Unit, the reserve study is like a home inspection for the Common Elements. A copy of the reserve study is available on the property managers website in the Reserve Study section for your review and reference (www.applemgmt.com). As always, should you have any questions on the study, please do not hesitate to contact the Property Manager.

F. Property Operation & Management

In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association is also responsible for the property's general operation and management. This includes coordinating contractors, answering Unit Owner questions, sending out requests for proposals, processing Unit Owner requests and applications, posting accounting receivables and payables, and communicating with the Unit Owners through newsletters and direct mailings, all of which is handled by the Property Manager.

While Board members may be involved in certain projects related to the day-to-day affairs of the Association, generally these substantial, time-consuming, and important tasks are handled by our Management Company, through our Property Manager and the Management Company's staff members. If you ever have a question or concern, please contact the Property Manager.

If you have questions or concerns about the maintenance of the property, please direct the matter to the Property Manager/Management Company, in writing. Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper or snow plow contractor and any owner or occupant causing financial damage to the Association as a result of their tortious interference with an Association contractor will be held responsible for those costs. The requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Property Manager/Management Company.

G. Rules and Enforcement

Associations are often created with a uniform exterior appearance so that a large concentration of individuals can live closely together and share the responsibilities and obligations of maintaining and administering the property. For this reason, the Declaration, Bylaws, and this Handbook, outline regulations, requirements, and restrictions to reasonably protect and preserve living. These regulations are meant to protect from decreasing property values, deteriorating exterior appearance, inappropriate neighborhood conduct, and collectively serve for all of our best interests.

The Board has the ability to promulgate the rules found in this Handbook, which are aimed at interpreting the governing documents, and regulating personal conduct of Occupants and guests, maintenance standards, architectural modifications, and operational policies.

The Board also has the right, as elected representatives from the Unit Owners, to evenly and appropriately enforce the restrictions, rules, and regulations found in our governing documents and this Handbook, and takes this responsibility very seriously. As a result,

the Board has also adopted an Enforcement Procedure, a copy of which can be found in Article VIII of this Handbook, which outlines the method by which the Board may initiate enforcement action, as well as all rights and expectations that a Unit Owner may have regarding the enforcement process.

IV. Common Element Information and Guidelines

A. Parking

1. Occupants may park their vehicles in the following areas:
 - (a) within their garage;
 - (b) on the driveway in front of their garage; or
 - (c) in the overflow parking spaces.

2. Guests may park their vehicles in the following areas:
 - (a) within the garage of the Occupant;
 - (b) on the driveway of the Occupant in front of the garage;
 - (c) in the overflow parking spaces;

3. Parking Restrictions
 - (a) Parking of vehicles or trailers is prohibited on any lawn or landscape area. Further, parking is prohibited on the fire access road so that emergency vehicles can move through the community.
 - (b) Vehicles are not permitted to impede access to another Unit Owner's garage or driveway.
 - (c) Boats and personal water crafts, trailers, motor homes, travel trailers, or any vehicle with any commercial lettering or markings, or a commercial apparatus such as ladders or commercial equipment are prohibited from being parked on any

Common Elements, which include the driveway and overflow parking area, overnight. Overnight is defined as 12:00 a.m. to 5:00 a.m. Other vehicles used for recreation (van conversions/RV's) not able to fit into the enclosed garage are permitted to park in the Unit's driveway in front of the garage for 24 hours to allow for loading or unloading. Said vehicles must not block normal access of other Occupants to and from the property. Commercial moving vans that are conducting business and commercial trucks that are in the area to perform service or repair work are the authorized exception.

- (d) Inoperable vehicles (vehicles with flat tires, expired license plates, or other vehicles incapable of movement under its own power, etc.) or vehicles that appear to be abandoned on any Common Elements is prohibited. With the exception of minor short-term emergency work (flat tires, battery change, etc.), vehicle repair work on the Common Elements is prohibited. All other repairs must be conducted within the Unit's garage. Any damage caused to the Common Elements or Limited Common Elements by a vehicle (i.e. oil leaks) will be the responsibility of the Unit Owner.

B. Trash

1. Trash pickup is Friday, unless there is a legal holiday during the week, in which case service provider send out notice on the rescheduled day. Trash is NOT to be set out until 5:00 P.M. the night before and taken back at the end of he day. If you will be away ask a neighbor to assist.
2. Unit Owners are responsible for cleaning up trash spillage from their containers.
3. Trash containers must be kept inside the garage.
4. Paper bags or Cardboard Cartons are NOT to left outside overnight all cardboard boxes need to be broken down and placed in the appropriate containers and not lying loose on the curb. .

C. Landscaping

1. The Association provides reasonable landscape services and maintenance to the Common Elements. For more information on a Unit Owner's landscape rights and responsibilities, please refer to Handbook Article V, Section E.
2. There is no automatic irrigation system for private Units. In accordance with the Declaration Unit Owners are responsible for watering the Limited Common Element landscape beds, flowers, shrubbery, and any area adjacent to the unit, regardless of whether it was installed by the Unit Owner or the Association. For

other areas of the Common Element property that are not addressed by this amendment, however, the Board can only encourage Unit Owners to water, as previously explained.

3. Occupants are prohibited from giving work instructions to or stopping the Association's landscaper or employees when landscape services are being performed. Any comments, requests, or suggestions related to landscaping services must only be made through the Property Manager or website.

D. Snowplowing

1. The Association provides reasonable snow removal services on all roadways, driveways, and sidewalks within Cottages of Beaver Creek to make them passable during periods of snow accumulation of 2-inches or more. Unit Owners are responsible for the snow removal on their rear decks and patios.
2. Eliminating all ice is impossible and Occupants must exercise caution and expect slippery conditions when temperatures drop. Occupants must warn guests of these potentially slippery conditions. However, serious ice problems will be treated with potassium chloride or calcium chloride when possible. Residents are reminded to NOT use SALT as this will damage your driveway and sidewalks.
3. Occupants are prohibited from giving work instructions to or stopping the snowplow contractor when snow removal services are being performed. Any comments or suggestions related to snowplowing services must only be made through the Property Manager or website.

E. Pets

1. Unit Owners are required to abide by the laws and local ordinances with respect to licensing, current vaccinations, caring for, and controlling their pets.
2. Pet owners are responsible for promptly cleaning up after their pets and disposing of animal waste appropriately. The Common Elements are for the enjoyment of all occupants. These areas cannot be fully enjoyed if animal waste is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions of the Association's Declaration regarding pets:
 - a. Pet owners may be assessed an enforcement charge for violation of these policies. Pets may be ejected at the discretion of the Board if they become a nuisance upon three days written notice from the Board. Nuisance is defined as pets whose unruly behavior causes personal injury or property damage, pets who exhibit aggressive or other dangerous or potentially dangerous behavior, pets who make noise continuously and/or incessantly 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, or pets that relieve themselves on the walls or floors of the Common Elements.
 - b. Pet waste must be cleaned up immediately. Unit Owners consistently failing to clean up after their pets may be faced with removal of the offending animal from the property upon written notice.
 - c. Pets must not be bred or maintained for commercial purposes.
 - d. Unit Owners are solely and exclusively responsible for the actions of their pet(s) or the pet of anyone occupying in or visiting their Unit including damage or injury to property or another person. Unit Owners are responsible for the costs of repairing any damage to the Common Elements caused by such pet(s) including but not limited to, the cost of replacing grass, bushes, or other landscaped areas.

- e. Except as otherwise provided by this section, all pets must be on a handheld leash and attended to at all times while outside the Unit.

- f. Animal pens or houses are prohibited in the Common Elements or Limited Common Elements.

- g. Pets are not permitted to be tethered or staked outside in the Common Elements or Limited Common Elements, unless the Occupant or Unit Owner is immediately present and the tether is no longer than 15 feet. For purposes of this Paragraph, "immediately present" means that the Occupant or Unit Owner is within a twenty foot radius of the tethered pet, and that person is located outside the Unit. In other words, Unit Owners may not remain inside the Unit if their pet is tethered. If a Unit Owner or Occupant tethers their pet in accordance with this Section, the Unit Owner/Occupant agrees to indemnify and hold harmless the Association, its Board of Directors, managing agent, Unit Owners, Occupants, and guests, for all damages, injuries, causes of action, claims, judgments, verdicts, and costs (including reasonable attorneys' fees) for any injury or damage to property or person caused by a pet who is tethered pursuant to the provisions of this Paragraph.

G. Roads

The speed limit within the Association is 14 miles per hour. Reckless operation, excessive speed, and/or driving on any lawn areas are prohibited. Stop signs are posted within the Association and are enforceable by law. All Occupants and guests are required to make a complete stop of their vehicles where stop signs are posted.

H. Mailbox

Each Unit is assigned a mailbox by the United States Post Office. Any posting on the mailbox structure or mailboxes is prohibited

I. Sales and Commercial Activity

Commercial activity is prohibited from being conducted within the Units or the Common Elements. As a result, yard, political, estate, or garage sales or auctions are prohibited on the property.

V. Unit Owner's Exterior Guidelines and Responsibilities

As Unit Owners, we care not only about the interior of our Units, but also the exterior appearance. While the Association is responsible for many exterior components, the Unit Owners also have freedom and flexibility to tailor the building exterior to make your Unit your home. The Association encourages Unit Owners to make improvements to the Unit's landscaping or other exterior improvements, provided that those modifications and improvements are consistent with the architectural harmony of the community, comply with the Association's standards, and have obtained the Board's prior, written approval. These rules and regulations are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with the exterior of the buildings. All decisions by the Board will be documented and maintained in the Association's meeting minutes records including any extenuating or unique factors involved in the decision making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify, or otherwise amend the rules and regulations as it deems necessary for the health, safety, and comfort of all residents for specific approval requests.

A. General

1. Littering is prohibited. The area surrounding the Unit must be kept free from trash, paper, and other debris.
2. Unit Owners who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris that falls to the ground. Bird feeders must not be placed in any grassy area in such a way that would impede mowing or landscaping routines. Bird feeders may only be attached to a deck or in the Limited Common Elements. More than two bird feeder placements are prohibited.

B. Storage

All bicycles, recreational equipment, sports equipment, furniture, lawn hoses, sprinklers, etc., must be removed from the Common Elements, and driveways, by sunset daily and during landscape maintenance routines.

C. Signs

1. Nothing may be hung or displayed, neither may signs, awnings, canopies, television/cable nor radio antennae or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences, or roof without prior written approval of the Board.
2. Except as otherwise provided, commercial signage of any kind is prohibited from being displayed on the property, with the exception that:
 - a. One professionally prepared alarm system sign is permitted per Unit, provided that the sign is no bigger than 10 inches in diameter and must be free standing and placed in a mulch area immediately in front of the Unit and not attached to the Unit.
 - b. Personally prepared decals for the purpose of fire, security, oxygen, or other emergency services not exceeding 10 square inches may be placed on the interior glass surface of the Unit's windows.

D. Decorations

1. Lights rated for outdoor use and decorations are permitted to be placed in the Limited Common Elements and/or building exteriors, provided that the decorations are not affixed to the structure or building exterior in such a manner that requires any penetration of the exterior building surfaces and the decorations do not damage or discolor buildings, gutters, or siding. In other words, the decorations may only be displayed on the building exterior if they are secured by suction devices, ties, or another form of banding. Inflatable decorations are prohibited.
2. Holiday decorations may not be displayed before Thanksgiving Day, and must be removed by no later than the 7th of January of the following year.
3. For any other holiday that occurs outside of the time period between Thanksgiving Day and January 7th, Occupants may display decorations, provided that the decorations comply with the guidelines outlined in Paragraph 1 of this Section, and that the decorations must not be displayed more than one week before and one week after the holiday.

E. Landscaping

Our Association takes great pride in the landscaping appearance of our community. Our neighborhood contains naturally occurring landscaping elements such as lawns, as well as landscape improvements made by both the Association and individual Unit Owners surrounding the Common Elements and Limited Common Elements. The Association encourages Unit Owners to contribute to this landscaping beauty. The following guidelines guide this process and help to preserve our beautifully landscaped neighborhood:

1. All garden hoses must be neatly rolled and placed near the water spigot when not in use. Storage of garden hoses must not interfere with the regular landscape maintenance. From November through March, garden hoses must be disconnected and stored inside the Units or garages and the water to the spigot must be shut off, and the lines leading to the spigot drained.
2. Plants, shrubs, flowers, and/or landscape elements may be planted in existing beds only. The Association is responsible for the maintenance and upkeep of the landscaping elements in the Common Elements. However, the Association will not replace any landscaping elements in the Limited Common Elements added by the Owner.

3. Adding, changing, transplanting, or removing any trees, shrubs, or permanent landscape material without prior, written approval from the Board is prohibited.
4. Unit Owners are responsible to water the Limited Common Element landscape beds, flowers, shrubbery, and any area adjacent to their Unit, regardless of whether the landscaping item was installed by the Association or Unit Owner.

F. Doors (storm, regular, and garage)

1. Unit Owners are responsible for the maintenance, repair, and replacement of all outside entry doors to their Units including:
 - a. Storm doors including but not limited to the glass, hinges, frames, weather seals, and jambs;
 - b. Garage doors including but not limited to panels, all mountings, frames, jambs, opening and locking hardware, weather stripping, painting, and automatic door openers;
 - c. Sliding glass doors including but not limited to the glass, hinges, frames, jambs, and weather seals; and
 - d. All other entry doors including but not limited to the frames, jambs, hinges, or other hardware.
2. Prior to the installation or replacement of any door, the specifications including the door's color, must be approved by the Property Manager to reasonably ensure the Board's standards for the community's uniform exterior appearance.

3. Many Unit Owners desire to install storm doors to the front door of the Unit. The installation of storm doors is permissible, provided that the Unit Owner first obtain written approval from the Property Manager before installing a storm door and the storm door complies with the following requirements:
 - a. Full view, white storm door. Full view glass or screens.
 - b. Installation of storm doors may void any warranty provided by the door manufacturer.
 - c. Once the storm door is approved and installed, the upkeep and maintenance of the door will be the responsibility of the Unit Owner.
 - d. Storm doors must be installed to the wood frame of the front door and not to an exterior building surface such as brick or siding.

G. Windows

1. Unit Owners are responsible to maintain, repair, and replace all Unit windows including the glass, screens, sashes, jambs, frames, locks, hinges, and weather seals.
2. Unit Owners may affix window coverings to the interior of the window, such as draperies, shutters, blinds (vertical or horizontal). All window coverings must be of a kind that are manufactured or made specifically for that purpose. Materials other than those designed to be window coverings, such as newspaper, flags, or bedding, are not permitted to be used as a window covering. The color of the window covering seen from the street shall be white.

H. Light Fixtures

1. Exterior light bulbs on porches, garages, and patios are the responsibility of the Association to maintain, repair, and replace. Unless colored for a holiday decoration all light bulbs must be white or clear in color.
2. For security reasons and to enhance the beauty of the community, while not required, Unit Owners are strongly encouraged to turn on their exterior rear patio lights.

I. Patios & Decks

1. Unit Owners are responsible for the repair, replacement, cleaning, and housekeeping of their Limited Common Element patios and decks including snow removal.
2. Unit Owners are responsible for the staining and painting of all decks.

J. Flags

1. Unit Owners may install a flagpole on the exterior of their Unit, provided that the pole is affixed to the building. All flag holders must be white and the pole may be no longer than five feet in length. Freestanding flagpoles are prohibited. The installation of all flagpoles must be approved by the Board prior to installation.
2. All flags must be no larger than 3 feet by 5 feet.
3. Flags must not be installed where they could obstruct the walking path to a unit.
4. Flags must be made of nylon, polyester, or cotton material.
5. Unit Owners displaying flags must comply with all other rules governing the display of the American Flag including:
 - a. American Flag etiquette requires the flag to be displayed only from sunrise to sunset, unless the flag is otherwise illuminated;
 - b. The flag may not be displayed on days when the weather is inclement, except when an all-weather flag is displayed;
 - c. The flag should never touch anything beneath it, such as the ground or floor;

- d. If the flag should ever become torn, faded, or in any way mutilated, it must be replaced.

K. Grills & Fires

1. Ohio Grilling Law: In accordance with the Ohio Fire Code, charcoal burners, gas grills, or any other type of open-flame devices are prohibited from being used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices or storage of gas containers on balconies and decks or within 10 feet of combustible construction. Open-flame devices including fire pits, are prohibited. Grilling on, in, or under an enclosed structure including but not limited to a Unit, porch, garage, or deck, is prohibited.
2. The Association is not responsible to and does not enforce the Ohio Fire Code. To report violations of this law, please contact the Community Fire Department at (937) 426-1213.

L. Satellite Dishes

1. Installation of Satellite Dishes
 - a. Satellite dish locations MUST be preapproved by the Board of directors prior to installation. When possible and practical, satellite dishes shall be mounted in the rear of a Dwelling Unit, on a free standing post and shall NOT be mounted on the front facing street.
 - b. Dishes must be screened and/or shielded from view from the outside community and from other Units to the maximum extent possible. Decorative covers, i.e. imitation rocks or patio furniture, and shrubbery may be acceptable shields as determined by the Association.
 - c. All installations must take aesthetic considerations into account. Dishes and all associated equipment and wiring must be painted to match the color of the building they are adjacent to.
 - d. All contracted installers must maintain general liability insurance including completed operations, of at least \$1,000,000 and Workers' Compensation coverage.

2. Maintenance

- a. Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the property for which it is responsible), or remove dishes or any related materials including screening materials, structures, or other items associated with or appurtenant to the dishes, for the repair of all damage to any property (including, but not limited to, all Common Elements and Limited Common Elements) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof), or removal of the dishes.
- b. Unit Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Unit Owner's expense, at any time, if the detachment threatens safety of persons or property.
- c. Upon sale or other transfer of the Unit, dishes must be removed and the property restored to its original condition.

3. Masts

Mast height may not be higher than absolutely necessary to receive acceptable, quality signals. Masts extending above the highest, interior ceiling of a Unit, and thus beyond the height of the Unit Owner's Unit or Limited Common Element, are prohibited. Masts, or any part of the mast, must not be attached to, be in contact with, or extend into the Common Elements.

4. Notification and Waiver

The attached notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted to the Board prior to any installation on the Notice to Install Satellite Dish form (Appendix D).

M. Additional Improvements and Modifications

The Board encourages Unit Owners to reasonably maintain, repair, and replace their Units, as well as to make reasonable improvements to their Units that conform to the general architectural harmony of the neighborhood. The above provisions outline what is generally acceptable. However, all other or additional improvement or modification requests must be submitted (five copies) to the Board in writing on the Additions & Alterations Application (Appendix A) including building permits, and receive the Board's written approval prior to installation. The procedural guidelines for all other exterior modifications are as follows:

1. Additions, alterations, or improvements made to any Unit exterior by any Unit Owner such as windows, lighting, etc., are prohibited without prior, written approval from the Board.
2. Installation of a fence or patio divider is prohibited without prior, written approval from the Board.
3. Appendix A must always be completed and submitted to the Board.
4. Written Board approval must be received prior to any work being performed.
5. Please consult with the Property Manager for any additional requirements relating to the intended improvement. The Association and Management Company assume no liability relating to the authorization of any improvement installed in your Unit.

6. NOTE: Any improvement performed by Unit Owners, without written approval from the Board, will be subject to immediate removal. If necessary, the removal may be performed by the Association at the Unit Owner's expense

VI. Unit Owner's Interior Guidelines and Responsibilities

A. Maintenance and Repair

Unit Owners are responsible to maintain, repair, and replace the components of their Units. Generally speaking, the Units are defined as everything from and including the Unit's perimeter drywall inwards. This responsibility includes, but may not be limited to:

1. Plumbing problems within the Unit including pipes located inside the Unit, which only serve that Unit.
2. Electrical problems with all metered circuits within the Unit, or other lines, wires, or conduits that only serve that Unit if those lines or wires are located within the bounds of the Unit.
3. Heating and air conditioning systems within the bound of the Unit and exclusively serving the Unit.
4. Exhaust and ventilation systems within the bounds of the Unit and exclusively serving the Unit.
5. Television, radio, or cable service connections.
6. Vermin and pest control within the Unit including termites, roaches, mice, and all other insects.
7. All windows, screens, and doors.
8. All other Unit components including drywall repairs and painting within the Unit.
9. Costs to relocate or repair fire/smoke alarms or detectors within the Unit.
10. Coverings to walls, floors, and ceilings.
11. Dryer vents within the bounds of the Unit and exclusively serving the Unit and their cleaning.
12. The portion of the fireplace within the bounds of the Unit and its cleaning (note some units do have vented fireplaces).

13. Interior light fixtures, appliances, other fixtures, molding, trim, and insulation (in any) located within the bounds of the Unit and installed for the exclusive use of the Unit.

14. All personal property.

B. Modifications

1. Unit Owners are responsible for maintaining all Unit Owner installed items and options, such as but not limited to, rear patio improvements, window well covers, storm doors, rear and side patio lights, and all other fixtures, etc.

2. Unit Owners must submit a modification request to move supporting walls and/or to relocate Common Elements, such as supporting structures or utility lines serving multiple Units. Construction or installation of these modifications may not begin until the Unit Owner has received the Board's written approval.

C. Restrictions

1. Any activity that might cause damage to lawns, landscaping, buildings, pavement, or other personal property is prohibited. If damage is caused to any Common Elements or another Unit Owner's property due to actions of a Unit Owner, their household pet, guest, or Occupant, the Unit Owner will be responsible for repairs and/or charges as determined by the Board of Directors.

2. Unreasonable noises or actions (i.e. loud music that can be heard from outside the Unit boundaries, barking dogs, wind chimes), or any other nuisance or illegal activity are prohibited. All physical or verbal abuse is prohibited. Noxious or offensive activity is not permitted to be conducted in any Unit, or upon the Common Elements or Limited Common Elements, neither will any Unit be used in any way nor for any purpose that may endanger the health of or unreasonably disturb any resident.

3. Solicitation is not permitted within the Association.

4. Except as otherwise specifically provided in the Declaration, Units are not permitted to be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental to residential use. Without limiting this Paragraph, a resident maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees, or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit,

is engaging in a use expressly declared customarily incidental to residential use and is permitted.

D. Vacant Unit

1. To avoid the freezing of water and other plumbing lines in the Unit, the Owner of the Unit must maintain the heat in the Unit at a minimum temperature of 65 degrees Fahrenheit at all times. This means the electricity and gas for the Unit must remain on all times. In addition, if a Unit is to be vacant for a period of 72 consecutive hours or more, the Owner of the Unit must:
 - a. Make sure all windows are shut and locked.
 - b. Open all the doors of cabinets where water lines and drains are located especially during winter months.
 - c. Arrange for a responsible person to check on your Unit at least once every few days to verify the heat is on and there are no leaks or other concerns. Let property manager know you'll be away and the name and phone number of your responsible person, so if there is an emergency access to the unit can be gotten to take corrective action to protect the property.
2. A Unit Owner who fails to follow all of the above requirements is negligent and is responsible for any costs and expenses related to or arising from the water line break. Failure to winterize the Unit may result in the Association entering the Unit to winterize the Unit, and all costs and expenses of such action including but not limited to the cost to maintain electricity and gas for the Unit, will be billed back to the Unit Owner.

VII. Unit Owner's Financial Guidelines and Responsibilities

A. Association Assessments (Fees)

While the Board is responsible for setting the Association's budget, each Unit Owner is responsible to pay their fee on a monthly basis and on time. Again, when one Unit Owner does not pay, the rest of the Unit Owners have to make up the difference. Consequently, the Board has adopted an aggressive collections policy to reasonably ensure that Unit Owners pay their assessments in a timely manner and so that the other Unit Owners are not unduly burdened by a neighbor's non-payment.

1. Collection Policy

- a. Unit Owners are responsible for payment of monthly assessments or charges and any special assessments for capital improvements.
- b. All assessments, (commonly known as maintenance fees or dues), are due on the first day of the month and are considered late if not received by the 10th of the month. Cash payments will not be accepted. Checks and money orders should be made payable to: Cottages of Beavercreek.
- c. An administrative late charge of \$20.00 per month will be added for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice).
- d. Any payments made will be applied to:
 - o Exterior and common area maintenance;
 - o Lawn care, common area landscaping, and snow removal;
 - o Administrative expenses;
 - o Electric and bulbs used for street lights, pond lights, fire pit lights, and unit's coach lights bulbs;
 - o Pond care and maintenance;
 - o Pet butler.
- e. Any past due assessments may cause a lien, a suit for money judgment, and/or a foreclosure to be filed against the Unit. Once judgment is obtained, the Association may proceed to post-judgment actions such as bank attachment and wage garnishment.
- f. Any costs including attorneys' fees, recording costs, title reports, and/or court costs the Association incurs in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit Owner.
- g. If any Unit Owner is delinquent in the payment of any assessment for more than 30 days, the Board may suspend the privileges of the Unit Owner to vote.
- h. In the event any check tendered in payment or partial payment of any obligation to the Association will be dishonored by the payer institution (i.e. the bank or other institution upon which the check is drawn), the

Unit Owner for which the tendered payment was made will be charged the sum of \$20.00, in addition to any bank charges, to assist the Association in defraying the additional, administrative cost of handling the dishonored instrument.

B. Insurance

While the Association maintains liability insurance, the Unit Owners also are responsible to maintain insurance on their Units as follows:

1. Property Insurance

While the Association's insurance policy insures the Liability of Common Elements, the Unit Owner is responsible to insure their Unit (perimeter drywall in), roof replacement due to act of God (storms) along with any utilities and fixtures that the Unit Owner is responsible to maintain.

2. Homeowners Insurance

As a Unit Owner, shall obtain insurance on your residence as outlined as outlined Declaration documents Article X Liability and Other Insurances, Item 10.05 – Homeowners Insurance.

3. Liability Insurance

In today's litigious society, it is strongly recommended that Unit Owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit or the Limited Common Elements designated for the exclusive use of your unit, your liability insurance may cover the cost of the injury and any damages. The Association maintains liability insurance on the Common Elements to protect against the same thing. Many insurance agents recommend that Unit Owners have at least \$100,000.00 in liability insurance. However, you should contact your own agent to determine the best amount for you.

C. Utilities

Unit Owners are responsible for the maintenance and payments of their own gas, water, electric, cable television, Internet, and telephone service, and for calling to initiate service on the date of possession.

D. Property Taxes

Unit Owners are responsible to pay all Greene County Property Taxes. Your property taxes not only reflect the value of your Unit.

E. Sale of a Unit

1. "For Sale" sign 36"x24" may be placed inside a window. "Open House" signs is allowed to be placed in the front space **only during the time of open house**. "For Rent Signs" **are prohibited**.
2. The seller is responsible for providing the following information to the buyer:
 - a. A copy of the Declaration and Bylaws, and any amendments;
 - b. A copy of the Handbook;
 - c. Unit access, mailbox keys, and garage door key(s), codes as appropriate;
 - d. Garage door opener(s) and codes as appropriate.

F. Leasing a Unit to a Tenant

1. No unit shall be rented for a period less than (1) year.
2. Leasing or sub-leasing a Unit for transient or hotel purposes (AirBnB), is prohibited.
3. The Unit Owner must provide the Property Manager with Appendix B entirely completed.
4. The Unit Owner is responsible for making the tenant aware of, and providing them a copy of, this Handbook.
5. The Unit Owner is responsible for tenant(s) violations of the Declaration, Bylaws, or this Handbook. The Unit Owner is also responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and this Handbook.

VIII. Enforcement Procedure

A. Responsibility for Guests & Tenants

The Unit Owner is responsible for any violation of the Declaration, Bylaws, or Handbook by the Unit Owner, guests, or the occupants/residents including tenants, of their Unit.

B. Enforcement Assessment Procedure

1. The Unit Owner is responsible for any violation of the Declaration, Bylaws, or this Handbook ("Governing Documents") by the Unit Owner, guests, or the occupants/residents including tenants, of their home.

2. Without limiting anything contained in this Handbook, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion, may determine. The entire cost of effectuating the legal remedy to impose compliance including court costs and attorneys' fees, will be assessed to the account of the responsible Unit Owner.
3. All costs for extra cleaning and/or repairs to the Common Elements or other property stemming from any violation will be charged to the responsible Unit Owner's account.
4. In addition to any other action and, if applicable, in accordance with the procedure outlined below, the Board may:
 - a. Levy an assessment for actual damages, and/or
 - b. Levy a reasonable enforcement assessment per occurrence:
 - (1) First Violation Written Notice
 - (2) Second Time same Violation \$50.00
 - (3) Third-time Violation & Each Subsequent and/or Continuing Offence \$100.00 per day.

IX Other Important Items of Interest

- Feeding the duck, geese, or other waterfowl is not permitted and is subject to the fine polices detailed in this document.
- Storing of hazardous materials in storage units or garages is prohibited.
- Bicycles, toys, etc., are not to be left in any common areas.
- Speed limits within community shall be observed 14MPH
- Loud noises, such as radios, stereos, televisions, parties etc., which are irritants to you neighbors should be minimized (be a good neighbor).

APPENDIX B – Unit Owner/Resident Emergency Contact Information

Correspondence: Forward to the Property Manager

Confidential Emergency Contact Information

Unit Owner(s):

Address: _____ City: _____ State: _____ Zip: _____

Phone - Home: () Work: () Cell: ()

Email Address(es): _____

Emergency Keys with – Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone - Home: () Work: () Cell: ()

CAR #1

Make: _____ Type: _____

Year: _____ Color: _____ License Plate #: _____ State: _____

CAR #2

Make: _____ Type: _____

Year: _____ Color: _____ License Plate#: _____ State: _____

CAR #3

Make: _____ Type: _____

Year: _____ Color: _____ License Plate#: _____ State: _____

WINTER LOCATION OR ANY OTHER INFORMATION YOU FEEL WOULD BE OF IMPORTANCE

Address: _____ City: _____ State: _____ Zip: _____

Phone: () Leaving: / / Returning: / /

Cottages of Beavercreek Owners Association.

APPENDIX C – Notice to Install Satellite Dish

Correspondence: Forward to the Property Manager at least 7 days prior to the next Board Meeting

Resident(s) Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone - Home: () _____ Work: () _____ Cell: () _____

Email Address(s): _____

Type of Dish: _____ Direct broadcast satellite Diameter in inches _____
 _____ Television broadcast
 _____ Multipoint distribution service Diameter in inches _____

Company Performing Installation: _____ Date of Installation: _____

Identify Installation Location: (Drawing indicating location must be attached to this form when submitted.)(Describe in detail):

_____ Unit _____ Deck _____ Other

Please indicate the method of Installation and type of screening to be used to shield dish from view:

Will the installation be in compliance with all association guidelines (including manufacturers' guidelines and applicable building codes)?
Yes ___ No (If no, please provide three days and times for which you are available to meet with us to discuss dish installation and provide information supporting the necessity for non-routine installation. _____, _____, and _____)

Is a mast necessary for reception? _____ Yes _____ No

If yes, will the mast extend above the lowest fence or roof line, i.e. gutter, OR extend to a height greater than the distance from the installation to any neighboring Unit? _____ Yes _____ No NOTE: If yes, then you must meet with and obtain Board approval before installation work begins.

WAIVER and RELEASE

I will comply with all of the Association's rules for installing, maintaining, using, and removing dish(es) and any structures, fixtures or screening materials associated with the dish(es). I assume liability for any damage to Association and other Unit Owners' property that occurs due to dish installation, maintenance, use, or removal. I will indemnify, defend, and hold the Association, its Board members, managing agent, and Unit Owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury including death, caused by, related to, or that may arise from the installation, maintenance, use or removal of the dish(es), and for any and all damage to or loss of the dish(es) and any structures, fixtures, or screening materials associated with the dish(es), that I may sustain or incur from whatever source or cause. I agree to pay for all costs associated with the installation, maintenance, use, or removal of the dish(es). Such costs include, but are not limited to, any and all expenses incurred for moving the dish(es) on a temporary basis to enable the Association to maintain all property for which it is responsible.

Signature

Date

APPENDIX C

APPENDIX D – Common Element Maintenance Request

Correspondence: Forward to the Property Manager

Name: _____

Address: _____

Phone - Home: () Work: () Cell: () _____

Email: _____

DESCRIPTION:

Please describe the maintenance need that you have identified:

Signature

Date

FOR OFFICE USE ONLY

Date Received: _____

By: _____

Date Approved / Disapproved: _____

By: _____

Comments / Reason for Disapproval: _____
