

Pebble Creek of Mason

Rules and Regulations, Revised 2015

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Management of Pebble Creek Condominium

Apple Property Management is the managing agent for the Pebble Creek Condominium Association. The management company functions under the direction of the Pebble Creek Board of Managers. 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 Pebble Creek Declaration sets forth various rules, regulations, and restrictions. The Board of Managers may also adopt various rules, regulations, and restrictions. Under the Declaration, the Board of Managers has the authority and the rights to establish, change, and delete rules and regulations it feels are necessary and reasonable. **Each Condo Owner should read and abide by Pebble Creek's Declaration and Bylaws. (They are binding, legal documents.)**

The rules contained in this Policies Document do not constitute a complete listing of the rules.

Insurance

Contact Apple Property Management for the name of our current insurance carrier. Insurance coverage on the exterior of the buildings and the other common, and limited common, areas is provided by the Association's insurance, and its cost is included in your monthly fee. Please contact Management for the Association's deductible.

If the originating source of a loss is something for which the Condo Owner is responsible, such as a leaking water heater or broken washing machine hose, the Condo Owner will pay the deductible. It is also the Condo Owner's responsibility to pay the deductible if a part of the unit that is the Condo Owner's responsibility to maintain is damaged. The Association's insurance will pay for repairs to carpet, drywall, or structural support, but not personal property. You or your personal insurance company must pay for repairs of personal property.

Since a portion of my condo fee pays for insurance, do I need insurance?

Yes. The Association's insurance does not cover your contents or any improvements (which were not in the builder's original plans incorporated in the original purchase and specifications; i.e., wallpaper upgraded light fixtures).

We recommended that you have your insurance agent call the Association's insurance agent to determine what personal insurance coverage you need to carry to be sure you are adequately covered.

Each Condo Owner should carry liability coverage, as the Association's liability coverage is limited to the common and limited common areas. The Association's insurance does not cover injuries occurring inside your unit, nor does it cover damage done to a neighbor's contents resulting from a problem not insured by the Association in your unit. For example: if your water heater leaks into your neighbors unit and the water damages their furniture, you are responsible for that damage, not the Association.

Common Elements

Common Elements of Pebble Creek are: Lawns, walkways, parking areas, roads, structure of the buildings, lampposts in the parking area, and lights on front of garages. Other common elements are: foundations, roofs, main and supporting walls, trees and shrubs, pool area and ponds. Further description of the common elements is detailed in the Pebble Creek Condominiums Declaration, Article VI.

Limited Common Elements of Pebble Creek include: The patios, windows, decks, entranceways, stairways, storage sheds, air conditioning pad, etc. Further description of the limited elements is detailed in the Pebble Creek Condominiums Declaration, Article VII.

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

Condo Unit

Anything located within your unit, on your patio or deck, in your garage or storage area, and the doors of your unit is considered private property. The Condo 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 Condo Owner to maintain, repair, and replace at his or her expense, all portions of the common areas and facilities damaged or destroyed by reason of willful or uninsured negligent act or the negligence of himself or herself or any guest of the Condo Owner.

Examples:

Broken window(s). You, the owner of the unit are responsible.

You have a problem with insects and other pests in or around your unit. It is your responsibility to call an exterminator and pay for services rendered.

Garages

Your garage door is **not** common area, and it is your responsibility to repair it. All replacements **must** first be submitted to Apple Property Management for approval by the Board.

Building Care and Maintenance

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. The bulbs for the outside garage lights and the lights around the pond will be replaced by Apple Property Management. If you notice a light has burned out, please contact them. The outside light fixtures; such as, a porch, patio, and attached garage fixtures to your unit, and the light bulbs in them, are your responsibility.

Emergency auto repairs in parking lot or driveways. If you must, in an emergency, perform mechanical work on your vehicle, care shall be taken so that fluids from the car cannot spill or drip on the asphalt surface. No extensive engine or body work shall be performed on Pebble Creek property.

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 and cause less damage. These items can be found in hardware stores, grocery stores, etc.

An independent contractor, hired by the Board will remove snow from front walks, driveways and parking lots when snow reaches an accumulation of two (2) inches. A supply of de-icer is located by the pool entrance is available to the residents of Pebble Creek. Please contact the office when the supply appears to be low.

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 additional landscaping around your unit, you must submit all requests in writing to the Board along with plans drawn out on the attached form. The Pebble Creek Declaration gives the Board authority over the building exteriors and common and limited common areas. This responsibility passes on to new owners when the unit is sold. The lawn care contractor will not maintain them. Consideration will be on a case by case basis.

Flower Beds and Patio Landscaping

The Board encourages owners or tenants to plant flowers in the beds around their units without requesting Board approval. No plants that cling to, or climb up the buildings, are to be planted. Maintenance of any plants or flowers planted by the owner is the responsibility of the owner. 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, birdbaths, or other decorations on or around your unit, you must request in writing Board approval. These requests should be sent to Apple Property Management. It is your responsibility to trim the grass around these objects and maintain them.

The Board will not approve landscaping or patio extensions greater than 10' wide by 5' deep. The addition of a deck is not permitted.

Parking

The Pebble Creek community has established a reserve parking policy. Each Condo Owner is entitled to one reserved parking adjacent to his/her unit. Those who purchased a garage(s) bought the potential of an additional parking space(s). Parking of vehicles and any area other than obvious parking spaces or garages is NOT AUTHORIZED.

The following policy will apply:

A. RESERVED

1. Each condo unit will have his/her number code on the blacktop in front of his/her space.
2. Parking is not permitted in the streets.
3. Violators who park illegally will be towed. (This includes parking in others' assigned spot, parking on the grass, parking in visitor spaces, parking in front of garages, parking in areas that restrict normal flow of traffic, expired tags or parking in any unsafe location.)

B. ADDITIONAL PARKING (UNMARKED PARKING SPACES)

1. Units who have more than one vehicle must park in the OVERFLOW (unmarked) spaces.
2. UNMARKED parking is on a first-come, first-serve basis.
3. UNMARKED PARKING **IS NOT** a storage space. A vehicle parked in an unmarked space must move every 48 hours, or it will be towed. Some exceptions, such as vacations, business trips, illness, etc., can be granted by Apple Property Management. However, it is the resident's responsibility to notify Apple Property Management of these circumstances in sufficient time to avoid towing charge.

D. BOATS, RV'S, VEHICLES—SUCH AS TRACTORS, TRAILERS, DUMP TRAILERS, LIMO'S, ANY OVERSIZED OR OUTSIZED VEHICLES, MOVING VANS, CAMPERS ARE NOT AUTHORIZED ON PEBBLE CREEK PROPERTY.

Since parking is at a premium within the Pebble Creek community, residents are encouraged to resolve parking difficulties with their neighbors before calling Apple Property Management. Only the management company has the authority to authorize towing with the towing contractor. Additionally, those residents who own garages are encouraged to use their garages for vehicle parking. This will help alleviate some of the parking difficulties.

All residents are encouraged to advise visitors to the community of the parking policies and rules. Your assistance in this matter could help alleviate an embarrassing and unfortunate circumstance from occurring.

Neither the condo Association nor Apple Property Management will be financially responsible for any vehicle towing nor storage costs.

Exterior Changes to the Units and Buildings

All exterior additions or changes must be first 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.

To add storm doors you must have Board approval. Policy allows only for **LARSON, ANDERSON and PELLA FULL VIEW** in Almond. This policy was adopted to help us maintain the uniformity and attractiveness of our community. Storm doors installed before January 1st, 2001, are exempt from this policy. *However, they must be removed upon resale of the unit if they do not meet the policy set forth above.* Send all requests for storm doors to Apple Property Management.

Satellite dishes are allowed but the installation location must be approved by the Board before work begins. The decision on insulation location will vary on a case – by –case basis. Satellite dishes are not permitted to be on the front porch roof or front roof of a unit. Because the Association has certain guidelines to follow for exterior alterations, the Association has the authority to remove any alterations that do not meet Pebble Creek specifications, at the cost of the condo owner.

Requests for exterior additions, changes or maintenance, must be in writing and mailed to Apple Property Management to guarantee uniformity. Contact Apple Property Management for Board approved materials to make changes.

Selling a Unit

One professional 36" x 24" real estate sign may be placed inside a window. Open House signs are allowed in the front of the unit but only during the time of the open house. An additional Open House sign is permitted at the entrance to Pebble Creek between the hours of 6 PM on Friday thru 6 PM that Sunday during an Open House weekend.

For Rent/Lease signs are not permitted to be displayed.

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, Pebble Creek Association Policies Document, etc.) are 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 Pebble Creek Condo Association Rules & Declarations. Apple Property Management will seek recourse for any noncompliance to any of these rules.

Mailboxes

Contact the Post Office for any repairs to your mailbox. Make sure you tell them you live in a condominium complex.

Notification of extended leave from property

If you are going to be away for a few days you should notify 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 to the pipes that are on an outside wall open. Turn off the main water supply valve whenever going away. Remember to turn off the circuit breaker to the water heater to avoid damage to the heating elements in case of leaking.

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

Pets

Article XI of the Pebble Creek Condominiums Declaration outlines a pet policy for Pebble Creek community. All Condo Owners are expected to abide by this policy. Failure to follow the pet policy will result in fines according to the fine policy.

In addition, dog owners are not to permit their dogs to bark excessively *at any time*, including when the owner is away. **Pets are not permitted to run loose any time.** They must be on a leash at all times and under control of the animal owner. Pets are not permitted to be tied outside at any time. No chains, stakes, or visible fences are permitted in the common area and will be removed. Please report any unleashed pets to Animal Control or the police.

ALL PET DROPPINGS ARE TO BE PICKED UP IMMEDIATELY AFTER OCCURRING. It is the pet owner's responsibility to clean up after the pet. If the Board should consider it necessary to clean up the fouled or damaged area, **the owner will be billed for this service.** The common areas must be kept clear of droppings.

Leashes and any other animal related paraphernalia that might hinder lawn care or maintenance must not be left outside.

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 your 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 could be an additional expense to you. Trash containers are to be stored inside your garage or storage closet on other than pick-up days. The management company will confiscate (but will not empty) containers left outside in unauthorized places and the Condo Owner will be assessed a \$25.00 fine. Containers will be returned upon payment of the \$25.00 fine.

Clotheslines – Laundry

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

Seasonal Decorations

Seasonal decorations are permitted in limited common areas only and must be removed by the end of the season. Holiday decorations are to be installed not prior to November 23rd and must be removed by January 7th. Decorations must be in good taste. Inappropriate decorations will be determined by the Board, and unit Condo Owners will be asked to take down decorations deemed inappropriate for the community. If the management company is required to remove any decorations due to an inappropriateness or failure to comply with time frames, the unit owner will be assessed a fine according to the fine policy.

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 condominium property. Storing of hazardous materials in storage units or garages is prohibited.

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. Only white mini blinds are permitted. Window blinds installed before May 8, 2006, are exempt from this policy. *However they must be removed upon resale of the unit if they do not meet the policy set forth above.* It is the homeowner's responsibility to replace any damaged mini blinds.

Other Important Items of Interest

Feeding the ducks, geese, and swans is not permitted and is subject to the fine policies detailed in this document

Bicycles, toys, etc., are not to be left in any common areas. Roller blades, skate board, etc., on the sidewalks is prohibited.

Speed limits within the community must be complied with. Please report those who violate the speed limit to Apple Property Management.

Loud noises, such as radios, stereos, TVs, parties etc., which are, irritants to your neighbors should be minimized. Noise related issues should be handled between neighbors, however, if the issue continues, please contact the police and inform management. 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.

Condominium Fees

The monthly condo 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 \$10.00 late charge being automatically assessed to your account.

Checks should be made to Pebble Creek Condominium Association.

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

Any payment postmarked later than the tenth day of the first month of the period is presumed late.

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
- administrative expenses
- pool maintenance, equipment and furniture
- pond care and maintenance
- capital improvements

The association has the right to pursue legal action against any unit that becomes delinquent. Please reference Section 21.5 of your declaration for further details. All legal fees incurred are the responsibility of the unit owner.

The Board recognizes that unfortunate circumstances may cause a Condo Owner to develop a past due account. In those cases, it is the owner's responsibility to communicate with Apple Property Management so that alternative payment plans may be discussed with the Board.

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 violations has been instituted by the Pebble Creek Board of Managers:

- First time rules violation will be sent a written notice.
- Second time rules violation will be fined \$50.00 and the right to request a hearing.
- Third rules violation and each subsequent and/or continuing offence will be fined \$100.00 and the right to request a hearing.

Fines will be assessed against the Condo 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 Condo Owner's responsibility to advise the tenant of these rules and regulations.

Apple Property Management will notify the owner when a fine has been levied. Payment of the fine shall be due in the next monthly fee payment after receipt of the notification.

The unit owner may request a hearing with Apple Property Management and the Board upon receiving notice that a fine has been assessed

PLEASE BE CONSIDERATE AND COURTEOUS TO YOUR NEIGHBORS! *Show your sense of PRIDE in our Community by keeping it clean and safe!*

Swimming Pool Rules

Pool Hours— 10:00 A.M. To 10:00 P.M.

1. **NO LIFEGUARD IS ON DUTY!!! YOU ARE SWIMMING AT YOUR OWN RISK!!!**
2. No guests are permitted at the pool without the hosting Condo Owner in attendance. Please No MORE than two (2) guests per household during peak crowded times on weekends.
3. Children under the age fourteen (14) **MUST** be accompanied at all times by an adult.
4. No glass bottles, containers, etc., are permitted in the pool or pool area. Please use non – breakable containers. The Health Department will close the pool for this violation.
5. **DO NOT** leave trash or debris in the pool area. **ALL TRASH** must be placed in the trash containers before leaving the pool.
6. Cigarette butts are to be placed in the ashtrays and the ashtrays emptied into the trash containers when you leave. They are not biodegradable and if not disposed of properly, they will cause major pool problems and expenses.
7. If you see anyone in the pool who does not belong, please, ask them to leave, or contact the police.
8. Pets are not permitted in the pool or pool area. The Health Department will close the pool for this violation.
9. The last person to leave the pool area should lower the umbrellas.
10. Any infractions of these rules will cause pool privileges to be restricted and the Fine Policy section of this document to be invoked. Please, work together to help keep the pool clean and make it an enjoyable place to relax.
11. The pool area must be cleared by 10: 00 P.M. daily. Failure to do so could lead to the loss of pool privileges.
12. Be considerate of those units in the immediate vicinity of the pool area. **NO** rowdiness, running, diving, floating devices or horseplay in the pool area.

Item	Association Responsibility	Unit Owner's Responsibility
All appliances (including A/C unit, furnace,	None	All
Caulking of Exterior	Only at time of scheduled painting or if needed to repair	All other circumstances
Doors (All doors, jambs, hardware, threshold and	None	All with prior approval for replacement
Doors (Garage and front entry door) Painting	Only at the time of scheduled painting	All other circumstances-paint provided by association
Dryer Vents-Vent cover repairs or replacements	All	Cleaning of the dryer vent
Electric	Within Common Areas	Within the unit
Extermination-Exterior	Wood damaging insects	Non-wood damaging and all other insects
Extermination-Interior	Non	All
Fence Maintenance, repair and replacement	All	None
Grounds Maintenance	Landscaping, shrub beds, mowing, and fertilizing of Common Areas	Flower beds and other landscaping installed by Unit Owner
Grounds Maintenance-Water	None	All
Gutter and Downspouts	All	None
Improvements or changes made by Unit Owner or	None	All
Interior Maintenance/Improvements	None	All

Item	Association Responsibility	Unit Owner's Responsibility
Lighting-Bulbs/ Fixtures on detached garages	All	None
Lighting-Bulbs/ Fixtures Front porch light, patio light and attached garages	None	All
Roofs	All	None
Satellite Dishes	Subject to review prior to installation	All
Siding	All	None
Snow Removal	All	None
Walls-Interior, including all finished surfaces	None	All
Water Faucets-Exterior	None	All
Water Meters	None	All
Windows	None	Unit owner-prior approval
Contact	Phone Numbers	
City of Mason Police	513-229-8562 513-925-2525	
City of Mason FD	513-925-2525	
Duke Energy	800-543-5599	
Greater Cincinnati Water Works	513-591-7700	

REQUEST FOR
Exterior or Landscape Alterations

Printed Name of Condo Owner _____

Signature of Condo Owner _____

Address of Condo _____

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 condo owner and any subsequent condo owners.

SPECIFICATIONS

Received By _____

Approved By _____ Disapproved By _____

Date _____