

The Village at Willow Creek
Homeowner's Handbook

*Community
Rules & Regulations*

EMERGENCY NUMBERS

For **POLICE, FIRE, or LIFE SQUAD EMERGENCIES ONLY!** Call 911 Centerville

Police (Non-emergency).....433-7661

Centerville Fire Department (Non-emergency).....433-7644

THE VILLAGE AT WILLOW CREEK HOMEOWNER'S ASSOCIATION MANAGEMENT COMPANY

Apple Property Management, LLC.....291-1740

71 Rhoads Center Drive

Dayton, Ohio 45429

Maintenance Emergencies DURING business hours: Call APM at 937-291-1740

NOTE: For **MAINTENANCE OR REPAIR OF ITEMS WHICH ARE THE RESPONSIBILITY OF THE RESIDENT**, Apple Property Management has suggested a list of service repair firms which have been reported as providing satisfactory service in the past.

Maintenance **EMERGENCIES AFTER** business hours:

For Maintenance Emergencies occurring after 5:00 PM, or on weekends or holidays, call 291-1740. An answering machine recording will give you the systems active maintenance emergency number. When you call the number, you will be asked to give your name, address, phone number, and nature of the emergency. When you hang up, the system automatically pages to the person on call, who will then call you. (As a backup, if the person on call does not respond to this page within a certain period of time, the system begins paging other employees until one responds to the page.) NOTE: There have been occasions when a caller has not spoken clearly enough, or has not given enough information for the person on duty to be able to contact the caller. IF you have not been contacted in 10-15 minutes, PLEASE CALL BACK.

SUMMARY FOR AFTER HOUR EMERGENCIES!!!!

1. Call: 291-1740
2. Call: The emergency number provided on the recording.
3. Give: Your Name, Address, Phone Number and nature of the emergency.

INTRODUCTION

Congratulations on the purchase of your home at the **VILLAGE AT WILLOW CREEK!** It is our wish that you will find, as many others have, that Condominium living is a convenient form of home ownership as well as a sound investment that can appreciate in value over the coming years. This booklet has been prepared to provide helpful information and instructions as to the policies and procedures the Association Board of Managers and your Management Company will be following to best serve the owners/residents of the **VILLAGE AT WILLOW CREEK.**

The Board of Managers is elected to maintain, protect and enhance, if possible, the value of your Unit in the Village a Willow Creek and a Management Company is employed to assist the Board in their work. **As a part of their responsibilities, the Board is charged with maintaining the aesthetic and architectural character of the Village at Willow Creek. RESIDENTS MAY NOT MAKE ANY CHANGES TO COMMON OR EXTERIOR LIMITED COMMON AREAS WITHOUT PRIOR BOARD APPROVAL.**

NOTE: The OHIO REVISED CODE, Chapter 5311.09 requires Condominium Owner Associations to keep up-to-date records of unit owners/residents. To meet this requirement, the Management Company **MUST BE INFORMED** whenever there is a pending change in ownership, or occupancy, of a unit. This makes it possible for the Association to fulfill its obligations, and insure that the new owner/resident will receive all the keys and documents to which they are entitled.

Violations of Rules may be reported verbally to the Board of Managers or to the Management Company. Written complaints may be addressed to the Board of Managers or Property Manager and mailed to Apple Property Management at P.O. Box 752108, Dayton, Ohio 45475.

Application Forms for proposed Architectural or Landscape improvements are available at board meetings or by contacting the management company. The Request for Use of Clubhouse forms are available from the Management Company.

Sincerely,

THE VILLAGE AT WILLOW CREEK BOARD OF MANAGERS

DISCLAIMER AND DOCUMENT REFERENCES

These Rules and Regulations, plus additional information included in this document, are designed to familiarize owners with the Association, its management, policies and procedures. A more comprehensive reference to any item concerning the VILLAGE AT WILLOW CREEK can be found in the DECLARATION OF CONDOMINIUM OWNERSHIP and the BY-LAWS OF THE VILLAGE AT WILLOW CREEK CONDOMINIUM OWNERS' ASSOCIATION, INC. Copies of these should have been given to the new owners **by the SELLER** prior to sale, or at closing. Copies of these documents are on file at the Montgomery County Recorder's office.

As provided for by the Declaration and the By-Laws, the Board of Managers may amend the Rules and Regulations when deemed necessary.

In case of conflict between the Declaration or By-Laws and these Rules and Regulations, the Declaration and By-Laws shall control unless the Declaration or By-Laws provision has been over-ruled by state or local legal authority.

If you have any questions, please refer to your Documents for further explanation, or contact a member of the board.

The Condominium Organization

A. Definition

Under the condominium form of ownership an owner gains title to the interior space within the building. This space generally represents a dwelling unit. The building structure, the grounds and any amenities, such as the swimming pool, tennis courts, and clubhouse, are owned by all the unit owners in a manner similar to that of tenants in common. Each unit owner has an undivided interest in the entire condominium. Owners, by virtue of owning a condominium unit in the Village at Willow Creek become members of the Village at Willow Creek Condominiums

Association. The association, through its Board of Managers, administers the affairs of the Village at Willow Creek.

B. The Board of Managers

The Board of Managers is the elected representatives of the unit owners. They make policy decisions under which the Village at Willow Creek operates, within the restrictions of the Declaration.

Our Declaration provides for five board members, all of whom are elected by the unit owners for a term of two years. They are elected at the annual homeowner's meeting. The board members must be unit owners in good standing. Renters and those buying on land contract may not serve as voting members on the Board of Managers, but are encouraged to serve on the various committees. The Board then elects four officers to fill the following positions:

C. Officers

PRESIDENT

The president is the chief executive officer and presides over all meetings of the Board of Managers and homeowners.

VICE PRESIDENT

In the absence or disability of the president, the vice president takes over the duties of president.

SECRETARY

The secretary has the responsibility for the transcription, typing, duplication and distribution of the minutes of the board meetings and the annual homeowners meeting.

TREASURER

The treasurer is responsible for overseeing the affairs of the association, including budget preparation.

MEMBER AT LARGE

The member at large is responsible for voting in the case of the tie breaker.

D. Paid Positions

SECURITY CLOSER

Responsible for ensuring that all interior and exterior Clubhouse doors, tennis court and pool gates are locked and secured at closing times as directed by the Board of Managers.

Rights and Responsibilities

A. Owner

As an owner of a condominium unit in the Village at Willow Creek Condominiums you enjoy access to the social, recreational, and administrative facilities and services enjoyed by all other owners. In return, you have an obligation to make sure that the condominium property is properly maintained, protected, operated and improved. It is also your obligation to have it properly maintained, protected, operated, and improved. It is also your obligation to have read the association's Declaration & By-Laws. Some of your rights are outlined below:

- You have the right to use the recreational and social facilities of the community. At the same time you have the obligation to follow the rules established for benefit of all residents.
- You have the right to seek the assistance of the Board of Managers and the Management Company for any problems that you might

encounter. You, in turn, have an obligation to do so in a courteous manner at the appropriate place and time.

- You have the right to privacy and safety for yourself, your family, and property. In turn, you have the obligation to comply with the rules and regulations developed by the Board of Managers to insure the privacy and safety of other residents.
- You have the right to be interested and involved in all aspects of running the condominium, but to do so in a reasonable manner.
- You have the right to sound fiscal administration and policies in the operation of the condominium. You have the obligation to pay your monthly condominium fees and any special assessments fully and promptly. Failure to do so may deprive the community of financial well-being, services, and facilities. Failure to pay the fees subject you to late fees, a possible lien on the property and a lawsuit or foreclosure.
- You have the right and the obligation to participate in all elections. Failure to vote on important issues prevent the Board of Managers from obtaining a clear consensus of what is (or is not) needed or desired by the community.

B. Management Company

The Village at Willow Creek Condominiums employs a professional Management Company to handle daily operations of the association.

The services provided by the management company include the supervision of all maintenance activities, providing administrative services to the Board of Managers, and maintaining the association's financial records. All of this is performed under the direction and the guidance of the Board, the maintenance committee, and the Treasurer.

The management company works with the Board of Managers in preparing the annual budget. They also prepare and furnish the Board with a monthly financial statement, are responsible for the collection and accounting for the maintenance fees, and capital contributions.

The management company oversees the maintenance of the condominium property, working with the Board of Managers. It is their responsibility to arrange to have reputable contractors bid on necessary services and to make recommendations to the board in a timely manner.

The management company works closely with the Board of Managers, aiding in the preparation for the annual meeting and attending the monthly board meetings.

The management company has a 24-hour answering service and has maintenance personnel available for emergencies. The details for contacting the management company can be found under “Emergency Numbers” at the beginning of this handbook.

C. Investor Owner

There are several important items that every investor owner should consider when leasing a unit. These items not only insure the success of the owner-tenant relationship, but also contribute immensely to the successful operation of the community association of which you are automatically a member:

- It is required to keep the Management Company informed of your current address and phone number. This will be done with the

Owner/Occupant form provided by the Management Company. This form will require information, such as owner's name, address, contact information, occupants of the unit, number of pets and vehicles, if the unit has a fireplace, and if insurance has been obtained (a copy of the declaration page must be submitted).

- Must notify the association's management company of all current occupants of the unit, including children. This notification must include the name of each occupant, phone numbers, number of vehicles, type of pet, and so on.

The Declaration & By-Laws permit only four residents and one pet to a unit.

- It is required by the association that the Management Company has a copy of the current lease and the landlord's address and phone number.
- Use and execute a lease that conforms with and makes specific reference to the legal documents of the association. You, as the property owner, are responsible for seeing that your tenants abide by all the provisions and restrictions imposed by the association's legal documents. **If your tenant violates the provisions of the legal document or rules and regulations of the association, you will be held responsible.**
- Always provide your tenant with a copy of the Rules and Regulations that may be adopted by the Board of Managers. Inform the tenant that they are part of the association by virtue of their residence and are obligated to observe the Rules and Regulations
- Make your tenants aware of the operational structure of the association. Inform them that a part of their rent is used to pay the monthly assessment of the unit and the purpose of the assessment fee.

As an owner investor you transfer all rights and privilege to the tenant, except voting rights, which belong to you exclusively.

- Have all applicants of the unit complete a formal tenant application. This is important to ensure that you obtain all information necessary to make good judgment on the qualifications of the applicant.
- Collect a security deposit sufficient to cover lost rent and/or damage as well as the first month or partial month's rent. Make sure that you understand the laws that govern the handling of security deposits.
- Check all previous landlords and credit references. Verify information, such as address, dates, etc.
- Determine whether income is sufficient to pay rent without a burden and can accommodate any increase in the monthly assessment. Take into consideration existing debt obligations, such as other monthly payments. Inquire as to what savings, reserves, or other resources are available to the applicant in case of financial set-back.
- Make your determination for a number of applicants rather than just one or two. Meet and interview each applicant personally.
- Do not discriminate because of race, color, creed, national origin or sex. Make yourself familiar with local laws on the selection of tenants. You can find Landlord/Tenant and Fair Housing Laws under the Real Estate Code in the reference section of the public library.
- Make a judgment on how long the tenant is likely to stay. Turnover is costly. A minimum of a six-month lease is required under the Rules & Regulations of the Village at Willow Creek Condominiums.
- Make sure you agree on who is going to pay the following:
 - Condominium fees
 - Utilities
 - Increase in taxes
 - Any fees or charges

- Make sure that your lease contains provisions for the tenant obeying the By-Laws and Rules & Regulations of the community, including the payment of any fines for rule violations; a written legal termination procedure; penalties for late payment of the rent; a method and location of rent payment; and security deposit return and deduction procedures.
- Make Sure that the tenant has the following:
 - Access to the recreation and parking areas
 - Keys to the mailbox, security door, garage and pool
 - Emergency phone numbers
 - Landlord addresses and telephone numbers
 - Understand how to use the designated parking areas and knows his/her assigned spot
- Check the By-Laws for any other special requirements for the landlord when renting a unit.
- When a tenant leaves, you are required to obtain **all keys** including the entrance doors, mailbox, pool and garage key.

D. Tenant

As a tenant you assume all of the rights and privileges of the owner with the exception of the right to vote, the right to serve on the Board of Managers or the right to rent the Clubhouse without the owner's permission.

E. Land Contract Purchaser

As a land contract purchaser you have all the rights and privileges of the unit owners with the exception that you may not serve on the Board of Managers. You also may not vote unless you have received power of attorney from the fee simple title holder.

F. Association Fees and Assessment

The annual assessment is determined by the Board of Managers and is based on the approved budget for the year. Notices of any charges are usually sent out during the latter part of each year. Payment envelopes are sent during the

latter part of December. Your monthly payments should be made payable to the Village at Willow Creek Condominium Association and sent to the management company.

If you have any questions concerning your monthly assessments or balance, contact the management company at the phone number listed. You may call Mondays through Thursdays, excluding holidays, between the hours of 9:00 a.m. and 5:00 p.m. and on Fridays between the hours of 9:00 a.m. and 4:00 p.m.

Assessment payments are due and payable on the first day of each month. Assessment payments received after the 15th of the month are considered late and will be assessed a \$25 late fee. On the first business day following the 15th of the month, a late notice will be sent to each owner having a past due balance indicating the total balance due including the late fee.

If by the tenth of the month, or the first working day following the tenth of month, the past due balance is greater than two months' assessment, a notice will be sent advising the owner that a **lien will filed** within thirty days of said notice. At the time a charge will be assessed to cover the additional cost of collection and legal expenses.

Additional collection efforts made after filing the lien will be decided on an individual basis by the Village at Willow Creek Board Managers. These additional efforts can include notification of the mortgage holder that foreclosure action will be started, demand for the payment of the entire annual assessment and any other such action as is permitted under the Declaration & By-Laws or Ohio law.

Maintenance and Repair Responsibilities

Items Covered With Monthly Maintenance Fee:

1. Roadways, driveways and uncovered parking spaces.
2. Exterior of all buildings including the outside entrance door.
3. The hallway of multi-unit buildings and the exterior side of the Unit doors.
4. Patios, balconies, multi-unit garage exteriors and parking spaces. These are part of the Limited Common Areas and Facilities, which are reserved for the exclusive use of a single unit.
5. All other property which is required to be maintained by the Association in a good state of repair.
6. Property and general liability insurance.
7. Reserve fund for replacements.
8. Leaks should be reported to Apple Property Management. However, any **interior** damage is the owner's responsibility.

Any owner that causes damage to the common areas, garages, or exterior of the buildings will be held responsible for those damages.

Items Individual Homeowner Is Responsible For:

1. Interior of a Unit including construction defects, glass breakage, fireplaces, chimneys and appliances. This includes damage from any appliance leaks or malfunctions.
2. Unit door locks.
3. Mailbox locks and keys. (Owner must contact locksmith)
4. All interior plumbing.
5. General interior upkeep. (Painting, floors, rugs, etc.)
6. Smoke, fire and carbon dioxide detectors.

7. Heating/air conditioning and water heater units.
8. Unit's storage closet.
9. Homeowner's insurance for personal property, contents and liability coverage.

The Management Company

The Management Company for the VILLAGE AT WILLOW CREEK is responsible to the Board of Directors for carrying out the day-to-day operations of all Association business and commonly held real property. The Management Company has specific authorization and obligations, which are contained in the management contract, which generally runs for a period of a year or more. The Management Company is:

Apple Property Management

71 Rhodes Center Drive

Dayton, Ohio 45458

Apple Property Management's Village at Willow Creek Manager is: Gwyn Rotramel

Apple Property Management is the vehicle by which the overall administration, policies and procedures, managerial decisions, etc., of the Board of Directors, acting on behalf of all owners, are carried out. The expertise and experience of a qualified management company provides the Board of Directors with the information and facts necessary to make appropriate decisions on almost all aspects of the condominium administration and management of common real property.

For emergency maintenance problems, please refer to the Emergency Numbers at the beginning of this document.

Rules and Regulations

Many of us are not aware of the condominium association rules, or are unable to wade through the many pages of the association's Declaration & By-Laws. For this reason we are providing a summary of the most important rules and regulations. From time to time as circumstance warrants, it may be necessary to revise the existing rules and regulations. If so, these changes will be sent to you as an amendment to this document.

In order to insure compliances with the rules and regulations in those rare instances when a friendly reminder doesn't work, the Village at Willow Creek Condominium Owners Association Board of Managers has instituted the following schedule of fines for repeated violations of the same offense:

First offense.....	Written Notice
Second.....	\$50 Fine
Third.....	\$100
Fourth.....	\$150
Fifth.....	\$200

Actions that will cause the initiation of a fine process are:

Charcoal and propane tank grills stored and/or used on decks or patios; electric grills used and/or stored on decks or patios if not registered with Apple Property Management; storage of recreational vehicles, boats, semi-trucks and trailers, or inoperable automobiles on the complex; any violation of pool and clubhouse rules; storage of bicycles, shopping carts, houseplants, toys, or any other personal objects in common hallways or under the front lobby stairs; leashing of dogs on patios or decks; blatant and persistent refusal to pick up pet waste; parking on the grass or parking in another resident's parking space.

Subsequent offenses will result in legal action and fees and legal costs.

The fines will be assessed against the unit owner, and in the case of rental units against the owner and **not** the tenant. The payment of the fine must be made within thirty days or a lien will be placed on the property. It is the owner's responsibility to advise the tenant of the rules and regulations.

Please remember that these rules are made to make everyone's life in the Village at Willow Creek both safe and pleasant. Any complaints concerning violations of these rules must be made in writing and signed. Correspondence should be addressed to the management company.

General Rules

1. No part of the condominium property shall be used for other than housing or the common recreational purposes for which the property was designated. Each Unit shall be used only, for residential purposes.
2. Each Unit receives one (1) key per use, which gives access to the Clubhouse Exercise Room, Swimming Pool and Tennis Court. **This key MAY NOT be copied. It may be used only by residents 18 years of age or older and is NOT to be loaned to, or given to a non-resident.** Use of the key by anyone other than a Resident will result in confiscation of the key by the Board, the Management Company or their agents. Each resident in a unit shares responsibility for their unit key. The issuance of a replacement key will cost \$60.
3. The Board can confiscate the key, and suspend use privileges, of the residents of any Unit which is delinquent in payment of fees or assessments, or if any resident, or their guests, abuse the Clubhouse, the Exercise Room, the Tennis Court, the area around the Swimming Pool or any area around the Clubhouse. **ALL** guests, or any children under the age of 18, **MUST** be escorted by a Resident who is over the age of 21. Residents are responsible for the actions of their guests.

4. No business, trade, industry, occupation, or profession of any kind, whether for profit or not for profit, may be conducted or permitted on any part of the Condominium property. This includes garage sales, yard sales and auctions unless specifically run by the Association for the benefit of the Village at Willow Creek community. However, to the extent permitted by law, a resident may use a portion of their Unit for an office or studio (with the exception of paid child-care, music, drill or dance studios). **IF** the activities conducted therein do not interfere with the right of other residents to enjoy a quiet, comfortable atmosphere, **AND** that such activities **DO NOT** increase the normal flow of traffic, or individuals, in and out of the Condominium Property, or in and out of said resident's building.
5. Unit owners MUST NOTIFY the management company prior to:
 - a.) Signing a contract with realtor for sale of a unit.
 - b.) Putting a unit up for sale on their own
 - c.) A pending change in the occupancy of a rented/leased unit.
6. **NO OBSTRUCTION OF THE COMMON AREAS OR FACILITIES IS ALLOWED.**
 - a.) Clothes lines are not permitted. Residents are not permitted to hang towels, swimming suits or other items from balconies. **Bird feeders are not allowed on balconies/patios or in common areas.**
 - b.) Hitting, kicking and throwing balls against buildings, fences, lamp posts or any other permanent object on common ground is not permitted.
 - c.) All bikes, strollers, etc., must be removed from the common areas by sunset.
 - d.) Personal property must be in the homeowner's individual storage rooms, not in storage room hallways.
7. Nothing shall be kept in, or done to, any Unit or to Common Areas, Facilities, or garages, which will increase insurance rates on them, or impair or change to the structural integrity of any building or Facility.
8. **Except as noted below with the Ohio Fire Code Regulations, open fires are not permitted on the association ground.**

The Ohio Fire Code regulates open flame cooking devices in Section 308. This code was adopted by Ohio Department of Commerce, State Fire Marshall Division, and is effective state-wide.

These rules apply to multi-family structures (those with more than two living in units). The code does not prevent the use of these cooking devices on the decks of one and two-family dwellings.

According to Section 308.3.1 of the Ohio Fire Code, the operation of a charcoal burner, or any other open-flame cooking devices, is prohibited on combustible decks and balconies. In addition, these devices shall not be used anywhere within 10 feet of combustible construction, which could include a nearby wall, overhang, patio fence, railing, or the deck above your own deck or patio.

In any cooking device using propane fuel is subject to regulation in Section 308.3.1.1.1 depending on the size of the fuel container. Any device using a fuel container larger than one-pound is prohibited from being used or stored on combustible decks and balconies. In addition, these devices shall not be used or stored anywhere within 10 feet of combustible construction, which could include a nearby wall, overhang, patio fence, railing, or the deck above your own deck or patio. It is worth noting that the typical gas grill utilizes an LP (liquid propane) container with a nominal capacity of 20 pounds of LP-gas.

9. Except for LARGE ITEMS (such as old furniture, mattresses, appliances, grills, etc.) residents must deposit trash, garbage and rubbish in the dumpsters provided for that purpose. Large cardboard boxes and other containers MUST be broken down BEFORE being deposited in the DUMPSTERS. Dumpster lids and side openings must be kept closed at all times. All Residents are responsible for making arrangements for PROMPT disposal of large items such as old furniture, appliances, grills, rugs, mattresses, etc. Such items may NOT be placed in, or left alongside, the dumpsters.

The unit resident must make arrangements for the prompt pickup of such items. The Management Company keeps a list of low-cost trash haulers for LARGE ITEMS. **Under no circumstances may trash or rubbish be deposited in the Common Areas or Facilities, except in the approved trash receptacles.**

10. Recyclable dumpsters are located throughout the complex next to the trash dumpsters, and will be used solely for recyclables listed on the receptacle. If the recyclable dumpster is full, the recyclables must be taken to another recyclable dumpster or thrown in the trash dumpster. It may not be stacked outside the receptacle.
11. Unit owners may not cause or permit anything to be mounted on the outside Common Area walls of a building **without the prior written approval of the Board of Managers**. No radio or television antenna may be affixed to any part of a building that is defined as part of the Common Area.
12. No exterior antennas are permitted. The Board of Managers must approve installation of satellite dishes. They are not to be attached or installed in common areas. Homeowners will be responsible for any damage caused to the common elements of the condominium. All antennas and satellite dishes must be removed when an owner sells his/her unit. A licensed and insured contractor must perform repairs to the association's satisfaction. If this is not done on a timely basis, the association reserves the right to have the repairs completed at the owner's expense.
13. No Unit owner may hang, or attach, any window coverings, inside or outside of his/her window or patio door, which will show any color on the outside other than white or beige.
14. Noxious or offensive activities in a Unit, or in the Common Areas or Facilities, are NOT permitted, nor shall anything be done therein, either willfully or negligently, which may be, or may become, an annoyance or nuisance to the other owners or occupants.
15. No window display or advertising shall be maintained or permitted on any part of the Condominium property. **Signs** (including "FOR SALE" or "FOR RENT") which are

visible from outside of the **Units MAY NOT be placed on any part of the Condominium property without the prior, written permission of the Board of Managers.** Except for the signs designating the Clubhouse as a polling place for local and national elections, political signs designating the Clubhouse as a polling place for local and national elections, **political signs** are NOT permitted on any part of the Condominium property. “Open House” signs may be displayed only on the weekend for a period of 24 hours prior to, and including, the open house. Up to four (4) signs can be placed on the Village at Willow Creek property. Signs may be placed at the condominium property entrances at Clio Road and Bigger Road, at the entrance to the property’s street and in front of the property itself. Unit owners are responsible for informing their realtors of these rules.

16. The Board of Managers has approved the use of exterior “holiday” decorations within the LIMITED COMMON areas connected to each unit. Recognized “holidays” are:

Valentine’s Day St. Patrick’s Day Easter Memorial Day
July 4th Halloween Thanksgiving Christmas

Decorations in the **COMMON** area are limited to lighting placed on trees adjacent to the unit and are allowed provided that the decorations and wiring connections **do not** interfere with grass cutting, leaf collection, or other landscaping activities.

Decorations for most holidays may be put up no earlier than 30 days prior to holiday, and must be removed no later than 30 days after the holiday. Due to inclement weather often associated with the Christmas holiday, Christmas decorations may be put up November 1st and must be taken down by February 1st. However, the **ILLUMINATION** of the Christmas decorations must still abide by the standard 30 days before and 20 days after the holiday rule.

17. **Christmas trees MAY NOT be stored in the Common or Limited Common areas prior to the holiday, and their proper disposal after the holiday is ENTIRELY the responsibility of the unit resident. Trees MAY NOT be discarded in the Common or**

Limited Common areas, nor can they be placed in the dumpsters. The Management Company may be able to arrange a special pick-up period following the holiday.

18. Dumpsters are for **RESIDENTS** to use for their **UNIT trash only**. Residents may NOT bring trash from businesses or other outside sources to put into dumpsters in the Village at Willow Creek Condominium area. Any non-residents seen putting trash in Condominium dumpsters will be reported to the Centerville police.
19. All children must be accompanied by an adult when around the pond. Pets are not permitted in the pond. Fish, swimming, and wading in the pond is prohibited as is rock throwing. **Please do not feed the birds, ducks and geese.** They create a real health hazard around some of the units.
20. Each numbered space in the multi-unit parking areas were deeded to a specific Unit for its exclusive use when the Unit was ORIGINALLY PURCHASED. Ownership and exclusive use of that space passes on to all subsequent owners/residents of that Unit. Parking spaces that are not numbered are designated **VISITOR** parking spaces. A vehicle may not be parked in a visitor space for more than (30) days at a time.

Landscaping

1. Residential gardening is limited to the area directly adjacent to the resident's patio. Any garden planted beside a resident's patio remains common area, and not the property of the resident.
2. Any additions or removal of plants or shrubbery require written approval from the Board of Managers. Requests should be made in writing and sent to the Board in care of the management company.
3. Maintenance of homeowner installed shrubs and trees will be the homeowner's responsibility for one year. If before one year is up, replacement is required, the Board, at its option may replace the plant material.
4. No shrubs or trees are to be removed by homeowners from the common area.

5. Small plantings of flowers, in good taste, are encouraged and left to the homeowner's discretion. Please keep in mind that the landscape contractor mulches the beds and treats them with weed control.
6. Bird feeders are not permitted. All bird feeders will be removed.
7. Flower boxes and posts must be placed within balconies and patio areas. When watering on balconies, please be aware of balconies and patios below.

Parking Rules and Regulations

The 1982 Ohio Revised Code, Section 4513.60, allows owners (the Association) of private property to establish rules and regulations over vehicles which are domiciled at the Village at Willow Creek Condominiums or vehicles that come on to the property. The Declaration under Article VI, Section 4.3, pages 21 and 22, give the Board of Managers the right to promulgate regulations pertaining to vehicles.

1. Parking of unattended vehicles in the drive areas (behind the garages) or the entrance way to the garages is prohibited. Not only does parking there make it difficult for your neighbors to use their garage, these areas are designated as Fire Lanes. Vehicles violating this rule are subject to being towed without notice.
2. Vehicles left parked in the guest/visitor parking areas for 30 days or more, or parked in any area not identified for parking, will be given a warning in the form of a parking ticket placed on the windshield. If not moved within six days of receiving the ticket, the vehicle is subject to being towed at the owner's expense.
3. No boat, trailer, recreation vehicle, camper, truck, or vehicular machine shall be permitted to remain on any street or on any part of the property other than in a garage.
4. No vehicle shall be left standing on the common grounds in non-operative condition or unlicensed, nor shall there be any repairs or washing of vehicles in driveways or on common grounds.

5. No motor bikes, “go-carts” or other unlicensed motor vehicles shall be ridden within the common grounds, streets or driveways.
6. Any damages to common property by a vehicle, including hired and leased equipment, shall be punishable by a fine in an amount equal to the cost to repair or replace the damaged property.
7. All vehicles parked on the common area roadways and/or in any other designated parking area must be in proper operating condition so as not to be a hazard or nuisance due to noise or exhaust emissions.
8. Any vehicle that is parked on the grass is subject to immediate towing without notice.

If your vehicle is towed because of a violation of these rules and regulation, it may be recovered by calling 885-7908. You will be required to furnish proof of ownership and pay the towing and daily storage fee.

Building Interiors/Exteriors

1. Exterior doors leading into the Common Areas of the multi-unit buildings must be kept closed at all times for building security, for the intercom system to function as intended, and for conservation of utilities. If the security intercom system malfunctions, or the door fails to “lock,” call Apple Property Management and report the situation.
2. Hallways, including the hall in the storage unit area, and the stairs of the Multi-unit building, are Common areas and must be kept clear. **ALL** Common areas are designated as **SMOKE FREE** areas. Residents may **NOT**, under any circumstances, throw anything off stair-landings, balconies, or patios into Common Areas. Residents will be held responsible for the cost of cleanup, and/or repair, of any damage done by them, their children, their guests, or pets (including those of their guests) to interior as well as exterior Common Areas. Smokers are responsible for the proper disposal of smoking materials BEFORE entering the interior Common Areas. Disposal of

cigarette butts in the grass or planting areas of the exterior Common Area is NOT proper disposal.

3. Flyers, advertisements or bulletins should be placed on the bulletin board. Do not leave them on the floor or on the mailboxes.
4. No signs or notices may be posted on the doors or above the mailboxes in the Common or Limited Common Areas, except those posted by the Board, Association Committees, or the Management Company.
5. Storing firewood, bags of trash, wagons, toys, baby carriages, shoes, vehicles, etc., in the interior halls, in exterior Common areas or Limited Common Areas such as patios and balconies is NOT permitted. Outdoor furniture and bicycles may be kept on patios and balconies. The interior halls of the multi-unit buildings may not be used as a play area. Residents can store personal possessions in their designated storage closet, a garage if they have one, or inside their unit. Any items found in Common Areas will be removed by the Management Company. **ALL** hallways (**including the one in the storage area**), and stairways must be kept clear to comply with fire regulations.

Pet Rules and Regulations

The Association Declaration & By-Laws permit **one** pet per household. Violation of these rules will result in a fine being assessed against the unit owner. Animals, including cats, are to be walked **on a leash at all times**. Any unattended pet must be kept within the confines of the unit, including the patio or deck.

1. No animal may be leashed to any stationary object at any time on common property; this includes patios and decks.
2. No animal is permitted in the clubhouse, tennis court or pool area.
3. No pets of any kind may be raised for commercial purposes.
4. Pet owners are responsible for any property damage, injury or disturbance their pet may cause or inflict. Animal excrement on the common grounds must be cleaned up

by the pet owner immediately. The cost of any damage to common grounds caused by a pet will be assessed to the pet's owner.

5. The general rule concerning pets is that they are not to constitute an annoyance to any other resident as might be caused by barking, threatening, etc.
6. Any degradation to common property as might be caused by excrement not immediately cleaned up or tethering is a violation of the rules and subject to a fine according to the schedule on page 18.
7. Owners who lease their condominium must provide their tenant with a copy of these pet policies.
8. Local municipal ordinances shall be enforced without regard to association rules and regulations.
9. All complaints must be made in writing and signed. Complaints should be sent to the Management Company.
10. Dog houses, or any other structures designed for housing, keeping, or transportation of animals may NOT be constructed, stored, or maintained in any interior or exterior Common Area or Facility, INCLUDING the Limited Common Areas and Facilities.

If you don't care enough for your pet to follow these rules, then we suggest you find a new home for your pet. If the situation warrants, the Board of Managers has the right to force the permanent removal of your pet.

Clubhouse Rules & Regulations

1. The Clubhouse is for the use of resident owners in good standing or renters of a condominium if authorized by the owner. The adult resident must be in attendance at all times during the event and is responsible for their guests' actions.
2. Requests will be granted on a first-come basis with deposit received. Homeowners are not restricted on the number of times they rent/reserve the Clubhouse.

3. The maximum occupancy permitted for the Clubhouse is 125 persons pursuant to Rule 1301 #7-7-27, Article of the Ohio Fire Code. Clear unobstructed aisles, 36" wide leading to the exits must be maintained for each room.
4. A reservation for the Clubhouse does not include the exercise room, sauna, Jacuzzi, tennis courts, pool, pool area, or pool chairs.
5. It is the responsibility of the resident to clean the Clubhouse and to leave it in the same condition as when it was rented. A cleaning fee will be deducted from the security deposit if this is not done.
6. The resident and owner agree to abide by the decision of the Board of Managers as to the disposition of any fines or forfeiture of the security deposit, or any additional assessments equal to damage costs occurred during the rental and not limited to the amount of the security deposit. Charges for any replacement costs will also be determined by the Board of Managers.
7. Residents and their guests must maintain compliance with all applicable rules, laws, and ordinances of the Village at Willow Creek Association and the General authorities, e.g., consumption of alcohol by minors is not permitted.
8. Clubhouse use will be denied to any resident in arrears with their condominium fees or assessments.
9. The Clubhouse may be rented on weekdays until 11:00 p.m. and on weekends (Friday and Saturday) until 1:00 a.m. The Clubhouse cannot be used for overnight lodging.
10. It is the responsibility of the resident renting the Clubhouse to notify their guests not to park in residents' reserved numbered parking spaces.
11. The Clubhouse Coordinator and Board of Managers retain the right to enter the Clubhouse during any function to ensure proper protection of the facility.
12. Smoking is not permitted inside the Clubhouse or any part thereof. A designated smoking area is located immediately outside the southwest side door of the Clubhouse (near the pool gate entrance.) All cigarette butts must be placed in appropriate cigarette containers.
13. No pets are permitted in the Clubhouse.

14. All trash and garbage must be removed from the Clubhouse and can be placed in a nearby dumpster. All debris outside the Clubhouse must be discarded properly.
15. Music should not disturb neighbors after 11:00 p.m.
16. Recommended use of paper logs in the fireplace instead of real wood and the use of helium balloons are discouraged.
17. Loss of full security deposit will occur if the Clubhouse key is lost or not returned or if the key is copied; person(s) involved will be subject to prosecution.
18. Loss of full security deposit will occur if any door is not locked and secured.
19. Loss of full security deposit will occur if any guest is reported in or around pool area, Jacuzzi, sauna, or exercise room.
20. A walk-through inspection should be on the day of the event or the evening before if the Clubhouse is not rented, at which time the Clubhouse key will be given and the renter held responsible for any damages until the key is returned.
21. The walk-through inspection after the event should be the following morning, and the key returned at the time scheduled and agreed upon with the Clubhouse Coordinator.

To reserve the Clubhouse, contact the Management Company. If the date you wish to use the Clubhouse is available you'll be sent a rental request and additional information. You'll need to return the completed "Request" to the Management Company with **two** checks. (**\$150 for rental fee and \$100 as a security deposit for Condo Owners \$200 for rental fee and \$150 as a security deposit for Non-Owners**)

Pool Rules & Regulations

1. The pool is for the use of the Village at Willow Creek residents in good standing and their guests only. Guests are limited to two per unit. Guests must be accompanied by a resident at all times. All owners must carry identification with them and can be requested to show proof of ID while using the facilities. The Board of Managers has the final authority over the use of the pool and the enforcement of regulations.

2. Children under eighteen (18) must be accompanied by an adult at all times.
3. Only approved swimwear is permitted in the pool. No cutoffs are allowed. Infants must wear waterproof diapers which must be disposed of properly. No swimwear is allowed in the clubhouse other than in the bathrooms.
4. Pets are not permitted in the pool area.
5. Glass containers are absolutely not allowed in the pool area. Besides the obvious hazards, if glass should get into the pool it would require closing and draining the pool in order to clean up the glass. This is both expensive and time-consuming. Homeowners will be held responsible for any expense.
6. No grills are allowed in the pool area; food must be kept on the tables. Cigarette butts must be placed in the cigarette containers as provided and must clean up when you leave.
7. No running or “horseplay” is allowed around or in the pool. Rafts or other similar items are not allowed in the pool during crowded periods or during holidays.
8. The official hours of the pool shall be 9:00 a.m. to 10:00 p.m. daily. A pool attendant may be on duty with authority to enforce pool rules. The pool attendant is **not** a lifeguard.
9. The pool may **not** be reserved for private parties.
10. If you move patio tables and/or chairs, return them to their original places and roll the umbrellas down upon your departure.

Keys

Each owner has been issued a key fob to access the swimming pool and a key to the tennis court gates. Tenants and land contract purchasers should request the key from the owner. **Only one key per household is issued.** Replacement keys will cost \$60 and can be purchased from the Management Company.

Keys to the mailboxes were originally issued at the time of the sale of the unit. The association does not have access to extra mailbox keys. If replacement keys are necessary, arrangements will have to be made directly with a locksmith by the owner.

Exercise/Jacuzzi

1. The rules governing the use of the exercise and Jacuzzi rooms are basically the same as those for the use of the pool. They may only be used by owners in good standing or their tenants.
2. Each resident must have their identification and bring no more than two guests to the facilities.
3. Guests must be accompanied by a resident at all times.
4. The hours of the Jacuzzi and exercise rooms are from 9:00 a.m. to 10:00 p.m. daily.
5. Minors under the age of eighteen (18) must be accompanied by an adult.
6. Glass containers are absolutely not allowed in the Jacuzzi. Absolutely no alcoholic beverages are permitted.
7. The sauna is a dry sauna and no water may be put on the coals. Swimming suits are required dress for the Jacuzzi and sauna.
8. Anyone violating these rules may be prohibited from using the facilities and may be subject to a fine.
9. Unit owners are requested to report any violations of these rules and regulations to the Management Company.
10. Periodic checks of the facilities will be made to ensure that they are being used only by owners and their guests.

Tennis Court Rules

(Tennis Court Hours are from 6AM to 11PM)

1. The Tennis Court is for the use and enjoyment of the Village at Willow Creek residents and their guests. The court may be used for tennis only. It is not to be used as a play

- area or for other sports. Swinging on, hanging on or leaning on the net is not permitted. Inline skating, skateboards, and bikes are not permitted on the surface.
2. Each Unit is allowed a maximum of 3 guests. **Resident children, under the age of 14, and all guests must be accompanied by a resident over the age of 21.** Resident children over the age of 14 are permitted on the court without the adult resident being present at all times, but they CANNOT bring guests. However an adult resident must assume full responsibility for their behavior, and for any damages caused.
 3. Only approved tennis shoes are permitted on the court.
 4. Tennis players may use the court for a maximum of one (1) hour if there are other residents waiting to play tennis. If other residents are waiting when the next hour comes up, they must be allowed to take the court.
 5. Pets, food, beverages and smoking **ARE NOT** permitted inside the Tennis Court fence.
 6. The gate MUST be locked upon leaving the court.

Services

A. Trash pickup

Trash is collected twice each week, on Tuesdays and Fridays. During holiday weeks the pickup day is one day later. **No trash is permitted outside the dumpsters.** Violators will be fined.

The waste collection company will pick up Christmas trees on the regular collection day two to three weeks after Christmas.

Large Items: In the event you have one or more large items (example: furniture, refrigerators, toilets, etc.) to be picked up, you must make arrangement directly with the contractor. The cost of special pickup will be billed directly to you. Never park in front of the trash containers. Your cooperation is necessary to allow garbage trucks access to the dumpsters.

B. Snow Removal

Snow removal services are contracted on a basis of both cost and quality of service. While cost is important, it is not always the sole criterion. When to have the drives plowed and the sidewalks cleared is jointly decided by the property manager and the Board of Managers. The factors taken into consideration are these:

- Safety
- Snow accumulation of two to three inches
- How much longer it is predicted to snow
- Wind factor
- Temperature
- Current weather forecast
- Time of day or night and day of week

We normally do not have snow removed if there is less than two inches on the ground. **IF** there are high winds and drifting snow, a decision may be made to hold off until the winds abate. Budget factors are not a consideration in deciding whether or not to remove snow.

C. Water and Sewer

Water and sewer charges are paid for by the condominium association from association fees. This cost represents a substantial part of the annual operating budget. Owners need to use water conservatively to help keep monthly association fees from increasing.

D. Lawn Care

Landscape services are contracted for on an annual basis. As with snow removal, cost is a consideration, but the quality of the services is also an extremely important factor.

Our contract calls for all lawns to be mowed at regular intervals to a height of two to three inches. During the early spring, when growth is more rapid, the cutting will be

more frequent than during the summer months. Grass clippings are not picked up. The cost of doing this and disposing of the clippings would be prohibitive.

The lawn is fertilized and treated for weed and insect control at regular intervals.

The contracts also include sidewalk and plant bed edging; pruning of shrubs and cleaning up obvious trash and debris. The beds are mulched and treated with a pre-emergent each year.

E. Hallway Cleaning

All hallways are cleaned weekly and the windows are cleaned as needed. The carpeting is steam cleaned as needed. The contractor is responsible for cleaning and replacing light bulbs.

Tables, umbrella holders, etc. are not permitted in the hallways or other common areas. As recommended by the Fire Marshall.

Safety & Security

A. Neighborhood Watch

The Village at Willow Creek Condominium is a “Neighborhood Watch” area. This means that we will all watch out for each other. The condominium property is routinely patrolled by the Centerville Police Department. If you see anything out of the ordinary or suspicious, call the police department.

B. Smoke Detectors

Periodically check to make sure that your smoke detectors are in good working order. Since you and your neighbors share a common building, your neighbor’s safety as well as your own may depend on the smoke alarms. Please do not disconnect your detectors. Please notify the Management Company if you hear a continual beep from the hallway smoke detectors, do not disconnect them.

C. Wood Burning Stoves

Wood burning stoves and fireplace inserts are prohibited at the Village at Willow Creek. The type of construction originally used is not capable of handling the extreme heat generated by these units. Please exercise extreme care when removing ashes from your fireplace. Do not place hot ashes in the dumpsters. For safest results, place cold ashes in a tin can before depositing in the dumpster.

D. Kerosene Heaters

Kerosene or any types of chemical heaters are not permitted. These can be extremely dangerous.

E. Vacation/Extended Absences

If away from your home for an extended period of time, please do the following:

1. Notify the Management Company and provide them with a telephone number where you can be reached in case of an emergency. Also provide the name and phone number of someone who has a key to your unit.
2. Notify a neighbor and make certain that someone has a key to check your condominium unit regularly.
3. Request newspaper deliveries be stopped and have someone pick up your mail or request the post office to hold your mail.
4. If you will be absent for an extended period of time during the winter months, contact the Management Company to obtain information on how to prevent possible damage to your unit from cold weather and freezing temperatures. Do not turn off your heat or set the thermostat below 60 degrees.
5. It is recommended you turn off the faucets at your washer. This can limit possible damage if the water hose should rupture while you are gone.

Leasing

Refer to the section directed to the Investor Owner on page 8 of this document.

1. Must notify the management company in writing of any changes in occupancy.
2. Advise the tenant of the rules & regulations governing the Village at Willow Creek Condominiums, particularly the parking regulations.
3. Furnish your tenant with a copy of this publication. Copies are available from the management company.
4. Please remember, you are responsible for the actions of your tenant.
5. The condominium Declaration & By-Laws permit only four residents and only one pet per unit.

Selling Your Unit

You are required to notify the Management Company before you sell your unit.

1. For sale signs are not permitted anywhere, including windows. Open house signs are permitted only on Sundays between the hours of 2:00 p.m. and 5:00 p.m. in accordance with Centerville laws.
2. If the leader is financing a purchase for the first time in the Village at Willow Creek, they may require a copy of the current budget.
3. At the time of the closing, the lender will require a certificate of insurance and a letter from the Management Company stating that all assessments are paid and current. The Management Company will need the names and addresses of the buyer, the Mortgage Company and Title Company.
4. You are required to furnish the buyer with a copy of the association's Declaration & By-Laws and the Rules & Regulations document. If you do not have a copy, contact the Management Company.

5. Advise the purchaser to call the Management Company immediately after the closing so that the records can be current.
6. You are required to turn over all keys to the new owner.
7. Your realtor may attach a single lockbox only to handle located to the right of the main entrance of your building or to the sidewalk railing if available. Lockboxes are **not permitted** on doorknobs, water faucets or pillars.

Require your realtor to remove lockboxes immediately after your closing or they will be removed at the unit owner's expense.