

# COMMUNITY HANDBOOK

ASHTON PLACE CONDOMINIUM ASSOCIATION



**2500 ALLISTER CIRCLE**

MIAMISBURG, OHIO 45342

Presented by:  
The Board of Directors

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# WELCOME HOME

WELCOME to Ashton Place Condominium. We, the Board of Directors for the Association, hope you enjoy your condominium unit. Condominium living can be the most convenient form of home ownership as well as being a sound investment. While condominium living has many advantages, it also involves some restrictions so all unit owners have an equal opportunity to enjoy their home. This handbook outlines those restrictions but more importantly provides information on day-to-day living in Ashton Place. We ask all unit owners to read and abide by these guidelines.

As a unit owner in Ashton Place, you also possess a percentage of ownership of all the common elements in Ashton Place. You automatically became a member of the Ashton Place Condominium Association with the purchase of your unit. The major responsibility of the Association is to protect the investment and enhance the value of the property owned by the members by maintaining the common elements and enforcing the governing documents. The Association has other responsibilities, too, such as architectural controls and setting up an effective communication system among members.

The Board hires a management company to handle the day-to-day operations of the property. The Management Company's job includes: handling accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

No matter what role you play in the Association, one thing is certain; you will want them to operate as smoothly and efficiently as possible. The most important thing to remember about the Association is that it is a business and to be successful, must be operated as one.

We ask you to keep this handbook handy and to refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact the Management Company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded by the Montgomery County Recorder's Office.

Before moving into Ashton Place, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the County Recorder or from the Management Company.

The Board of Directors  
Ashton Place Condominium Association

## DISCLAIMER AND REFERRAL TO DOCUMENTS

Ashton Place is governed by a set of governing documents which established the association. The legal documents consist of the following:

**Declaration of Condominium Ownership:** The Declaration governs the Condominium Property, including who owns the various portions of the property, who maintains and insures various portions of the property, the easements that exist across the property, and the restrictions on how the property is used.

**Articles of Incorporation:** Establishes the purpose, structure and power of the Association.

**By-Laws:** The purpose of the By-Laws is to provide for the establishment of a Unit Owners Association as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio for the administration of the Condominium Property. The Bylaws dictate how the corporation operates.

**Disclosure Statement:** The Disclosure Statement is a summary of features and developments of the Condominium Property and to comply with the provisions of Chapter 5311 of the Ohio Revised Code.

If you have any questions, please refer to these documents for further information or contact the Management Company or a member of the Board of Directors.

If you do not have a copy of the documents described above, please contact the Management Company.

Other laws that affect the operation of Condominium Properties:

The Ohio Condominium Act

The Federal Fair Housing Act

Applicable State and Federal Laws

***This handbook is intended to supplement, not replace, our governing documents, therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the governing documents shall govern.***

## INTRODUCTION

Ashton Place Condominium is located in Miami Township, Ohio. The condominium property uses the services of the Miami Township Police and Fire Department.

Construction of the condominium property began in 1991 and was completed in 1996. The property is comprised of 112 units located in 28 buildings. The streets and drives are private and therefore maintained by the Association. The Association also maintains the insurance policy for the entire condominium property as built by the developer.

As a private condominium property, we are governed by our recorded Declaration and Bylaws. We elect our own Board of Directors from our unit owners and the Board manages Association affairs on behalf of our unit owners. There are five Board members who serve without compensation for a term of three consecutive years. There are no term limitations. Board terms are staggered to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board organizes itself by electing officers from among its members.

The Annual Meeting of the owners for election of Board Members is held in April of each year. Regularly scheduled Board meetings are held throughout the year. Board Meeting schedule is determined and communicated to all residents via the publication of newsletters and also via phone and email communication closer to the scheduled date as a reminder.

The following policies have been approved by the Ashton Place Condominium Association Board of Directors and apply to all unit owners and occupants. These rules and regulations supersede all previous editions. Non-resident unit owners are responsible for providing these rules and regulations to their renters, and upholding these rules and regulations through their leases. Unit owners are financially responsible for damages caused to common and limited Common Elements by their occupants including renters. It is important that you read the recorded Declaration and Bylaws. They are legal documents, through which your Association has been formed, and establish all rules and regulations for unit owners and/or occupants.

## **THE BOARD OF DIRECTORS**

The purpose of the Board is to make all decisions and exercise all powers of the Association that are not specifically assigned to the unit owners by the Declaration or Bylaws.

The members of the Board being duly appointed and/or elected are recognized by the State of Ohio as officers of Ashton Place Condominium Association. The Board has the authority to enter into contractual obligations, carry out and enforce all provisions of the Declaration, Articles of Incorporation and By-Laws and may assign such responsibilities as deemed appropriate to the Management Company.

### **Some of the responsibilities of the Board of Directors:**

- Establish the policies and regulations that govern Ashton Place
- Supervise and prescribe the duties of the Management Company
- Approve the operating budget and all expenditures of the Association
- Set the amount of assessments
- Enforce architectural control
- Maintain common elements and structures located on the common property

## **THE MANAGEMENT COMPANY**

The Management Company for Ashton Place is responsible to the Board for carrying out the day-to-day operations of all Association business and the maintenance of commonly held property.

### **Some of the responsibilities of the Management Company:**

- Bid, contract, oversee and direct all contractors, vendors, etc. servicing the Association.
- Select, oversee and direct all employees of the management company including maintenance personnel.

The Management Company is a vehicle by which the overall administration, policies and procedures, actions and managerial decisions of the Board, acting on behalf of all owners, are carried out. The expertise and experience of a qualified Management Company provides the Board with information and facts necessary to make appropriate decisions on all aspects of the Association management of the common property.

## **FISCAL POLICY**

The Ashton Place Association fiscal year runs from January 1<sup>st</sup> to December 31<sup>st</sup>. The Board of Directors and the Management Company will review the prior year expenses and establish the budgets for the year. Since the Association is a non-profit organization, the assessments are collected only to meet these expenses; not to have additional money at the end of the year. Some of the expenses the budget will account for are:

- Water and Sanitation
- Landscaping
- Management Fees
- Administrative Expenses
- Labor and Materials for Exterior Building Maintenance
- Condominium Insurance and Directors' and Officers' Insurance
- Electricity for Common Elements
- Snow Removal
- Legal and Audit Fee
- Reserves for Replacements/Repairs

## **ASSESSMENTS**

Since the common elements are in place for the enjoyment of all occupants of the community, the expenses involved in maintaining these areas are shared by all unit owners.

The amount of the monthly assessment is determined yearly based on the percentage of common interest each unit owner has in the community and the budgetary needs of the Association. Each unit and garage has an established value that determines the percentage of common interest and level of assessments each owner is required to pay. The assessment is due monthly on the first day of the month. Assessments are to be paid within 10 days after they are due. Checks returned for insufficient funds, payment of incorrect amounts or late payments shall incur a late fee.

## **INDIVIDUAL ASSESSMENTS**

The Declaration and Ohio Condominium Act includes provisions to allow the Board of Directors the authority to levy assessments against an individual unit owner for specific reasons. Assessments will be due and payable as determined by the Board. The Board may levy additional assessments for the cost to repair damage of common property caused by the willful or negligent act of a unit owner, their family, tenants, or guests. The assessment will include any attorney fees, court costs and other expenses incurred by the Association.

## **COLLECTION POLICY**

It is essential for owners to pay their assessments on time in order for the association to function properly. Per the Declaration, all owners are subject to late fees, liens and foreclosures as a result of non-payment of assessments. In addition to late fees, delinquent accounts are subject to collection fees and attorney fees. In order to avoid these additional fees, lien and foreclosure, please pay your fees on time.

## COLLECTION POLICY *(cont'd)*

1. All assessments are due on the 1st day of the month and are considered late if not received by the 10th day of the month ("the late date").
2. Payments must be made to the Association via the method approved by the Board of Directors.
3. After the late date, an administrative late charge of \$20.00 per month will be added for any late payment or on any balance of unpaid assessments (Subject to increase upon further notice.)
4. The Association will apply any payments in the following order:
  - A. Interest owed to the Association,
  - B. Administrative late fees owed to the Association,
  - C. Collection costs, attorney's fees and paralegal fees the owners Association incurred in collecting the assessment; and, finally,
  - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
5. Payments marked with notations contradicting the above order of application, as referenced in number four above, or disputing the amount owed, will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded.
6. Any unpaid assessment may result in collection action including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, may be charged back to the account.
7. While a foreclosure case is pending, partial payments will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded, unless, through a formalized payment plan or Receiver.
8. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
9. If an account is more than 30 days past due, the association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.
10. If an account is more than 30 days past due and the Association becomes aware that the unit is vacant or abandoned then, in accordance with the Declaration, the Association may take action to secure the property to protect the common elements with all costs charged back to the account.



## RESERVES

Why do we have a Reserve Account? The Reserve Account is a way for the Association to set aside money for future repairs and replacements. Each month a portion of your monthly assessment is set aside in a separate interest bearing account to plan for the replacement and repair of the major capital assets comprising the common elements. This helps to protect and preserve property values.

In order to properly fund our reserve account, we contracted with Reserve Advisors to conduct both a physical and financial analysis of the community to identify the current status of our reserve fund and an equitable Reserve Funding Plan to offset anticipated future major common area expenditures. The study was done in compliance with and exceeded the standards set forth by Community Associations Institute (CIA) and the Association of Professional Reserve Analysts (APRA).

The Reserve Study is comprised of two parts:

### Physical Analysis

- Component Inventory
- Condition Assessment
- Estimated Useful Life, Remaining Useful Life and Replacement Cost

### Financial Analysis

- Fund Status
- Funding Plan

The Reserve Account sets aside funds for the following:

- The repair, replacement and improvement for the exterior structure of each building
- Concrete repair and replacement
- Retaining Walls
- Clubhouse Equipment
- Property Signs
- Asphalt repair
- Lighting Fixtures of the common elements
- Swimming Pool Equipment

Reserves for future needs is a key part of a good financial policy and can influence the resale value of properties within the community.

## SNOW REMOVAL

Snow shoveling/plowing will begin when the snowfall accumulation in Pedestrian Areas and Vehicle Areas has reached 2" or that accumulation is imminent. The Association cannot possibly eliminate all slippery conditions on the Condominium Property. When temperatures are near or below freezing, unit owners must exercise additional caution and expect ice and slippery conditions to exist. Unit owners are responsible for warning all Occupants and guests of the slippery conditions.

## LANDSCAPING

Our landscape contract includes the following services: mowing, edging walks, curbs and beds, fertilization, weed control, ornamental plant and bed care, spring cleanup and mulching, and the pruning of shrubs.

## **CHANNELS OF COMMUNICATION**

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association unit owners, contractors, and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company. In case of an emergency such as a fire, you should contact the fire/police department.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board Meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company by a majority vote. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications should be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

Unit owners and Occupants who do not serve on the Board are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor hired by the Association whether the contractor is on Condominium Property or not. This requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the trades community. Any unit owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to correcting work performed not in compliance with the agreement, retaining a new contractor, and the cost to have the contractor return to the Condominium Property.

## INSURANCE

The Association's Master Policy covers the Association's personal property and real property (building and structure), including the original permanently installed fixtures and appliances contained within a unit and making up part of the building. Units are covered based on the original condominium plans and specifications. For example fixtures, cabinets, floor coverings and appliances would be replaced with new items of like kind and quality to those originally installed. Upgrades or other improvements to the unit are not covered under the Association's Master Policy. Property losses are settled on a replacement cost basis, and are subject to a \$5,000 per occurrence deductible. In addition, the Association's Master Policy includes Comprehensive General Liability coverage for the Association.

Unit owners are responsible for insuring their personal property, furniture, additional living expenses, personal liability, and any improvements or betterments made to their unit. Coverage for improvements and betterments coverage should encompass any and all improvements made to unit by the current owner, and any other previous owner(s). Unit improvements and betterments are not insured by the Association policy. You should have your insurance agent tailor your "Condominium Owner Policy" (HO-6) to provide adequate limits for these required coverages. You should also be sure your HO-6 policy includes coverage for "Backup of Sewers and Drains" and "Loss Assessment" coverage. We also recommend including "loss assessment coverage" to cover the Association assessing you for the payment of the Association's deductible. Please review the Association By-Laws, and consult with your personal insurance agent to be sure you are properly covered.

In the event of any loss, regardless of its size or complexity, you are required to notify the Management Company as soon as possible. If the loss occurs within your unit, you should always notify your homeowner's insurance agent immediately as well.

**NOTE: This is intended to provide a brief summary of insurance issues. In the event of a claim the declarations terms conditions and exclusions of the actual policy will apply.**

## **CLUBHOUSE**

1. There is a \$30.00 rental fee and a \$125.00 deposit required for clubhouse rental. The fee and deposit must be paid by two separate checks at the same time as the clubhouse lease is signed. The deposit will be refunded provided the terms of the lease have been fulfilled.
2. Clubhouse reservations must be made through the Management Company during regular business hours.
3. The pool and workout facility are not included with the rental of the clubhouse.
4. Maximum number of people allowed in the clubhouse is 40 people pursuant to the fire code.
5. Designated spaces in front of the clubhouse are prohibited from use by residents or guests not involved with the clubhouse when clubhouse activities are scheduled.
6. Delinquent unit owners will not be permitted to rent the clubhouse.
7. Only residents of the condo unit 18 years or older are permitted to rent the clubhouse and must be in attendance during the entire planned activity.

## **ENFORCEMENT OF RULES AND REGULATIONS**

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("Governing Documents") as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible Unit Owner.
- B. The Unit Owner is responsible for any violation of the Governing Documents by the Unit Owner, or the guests, or the occupants, including tenants, of the Unit Owner's home.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Unit Owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may : a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.

## **ENFORCEMENT OF RULES AND REGULATIONS** *(cont'd)*

- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
1. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
    - a. A description of the property damage or violation; and
    - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
    - c. A statement that the Unit Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
    - d. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
  2. To request a hearing, the Unit Owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
    - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
    - b. At the hearing, the Board and alleged responsible Unit Owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the Unit Owner will be sent written notice of the Board's decision.
    - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
  3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

### **GAS GRILLS**

1. In accordance with the Ohio Fire Code, gas grills are prohibited to be used within 10 feet of a multi-family building or within 10 feet of combustible material.
2. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of (937) 560-2152.
3. Charcoal grills are prohibited.

## MISCELLANEOUS

1. All Occupants are responsible for maintaining their patios in a clean, orderly fashion. Clothes, blankets, towels and other decorative items are prohibited to be hung on or attached to the outside of the patio fence. Personal property is prohibited to be left on the patio after sunset, excluding furniture designed and sold for outdoor use and other items that are specifically outlined by this Handbook.
2. Recreational and play equipment, bikes and other personal property must only be stored inside the unit or garage.
3. The volume of televisions, stereos and radios in the unit and motor vehicles must be kept at a level that is not discernible outside your unit. If your neighbor(s) can hear your television, stereo or radio from outside your unit or vehicle, it is too loud.
4. Awnings, canopies, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna are prohibited from being affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board.
5. SIGNAGE:
  - a. FOR RENT (only Grandfathered units) or FOR SALE signs may be displayed in the windows of any unit. FOR SALE signs are permitted during open house hours, Saturdays and Sundays on Hunt Drive and lead in signs on Condominium Property. The signs must be professionally made and can be no larger than 2 x 3 feet.
  - b. CAMPAIGN SIGNS are only allowed to be displayed in the window of the unit and only from 20 days before voting in the election closes until 5 days after voting closes.
  - c. All other signs are prohibited.
6. For your safety and the safety of others, you must observe the 14 MPH and the STOP signs.
7. To avoid the freezing of plumbing lines or fixtures, unit owner must continuously maintain heat in their unit at a minimum temperature of 55 degrees Fahrenheit or higher at all times. If at any time the unit experiences a loss of heat, the Unit Owner is responsible to immediately report the problem to a Board member. If a Unit will be vacant for more than 72 consecutive hours, the unit owner should:
  - Make sure all windows are shut and locked;
  - Open all cabinet doors where water lines and drains are located;
  - Notify your Management company.If possible, arrange for a responsible person to check on the Unit to verify that the heat is on and that there are no leaks or other concerns.
8. If you lease/rent your unit, you must provide the Management Company of your new tenant's name and phone number in writing within 30 calendar days of any change in occupant information. You must also furnish them with your number in case it is necessary to contact you, the unit owner. This applies to 'grandfathered units' only. Due to amendment, no new rentals are allowed.

## MISCELLANEOUS *(cont'd)*

9. Any lawn or bed ornament taller than 12 inches are prohibited from being displayed outside the patio fence. Items taller than the 12 inches must be displayed within the patio area and cannot exceed the height of the fence,
10. Shepherd Hooks — Only allowed inside unit owner's fence and are otherwise prohibited on Condominium Property.
11. An American flag (standard size 3 x 5 or 4 x 6) may be displayed from a holder attached to the wood fence. It must be displayed in accordance with the policies governing the display of the flag. No other flags are permitted including garden flags, except that the State of Ohio flag, POW/MIA flag, and military banners may also be flown under the same display requirements.
12. December holiday decorations are permitted to be displayed from Thanksgiving until January 15th. All other festive/holiday decorations are limited to one (1) week prior and one (1) week following the occasion.
13. Mounting anything on the brick or wood exterior of the building is prohibited.
14. Wind chimes, bird feeders and plants are not permitted to be hung from trees and/or gutters.
15. Landscape Lights are permitted in the mulch area around unit owner fence and along sidewalk, must be maintained in good working order and clear color only and not shine light on any other unit.
16. Annual flowers are the only plantings allowed on common element ground outside the fence area of a unit in the mulch area. Flowerpots are also allowed in that area and follows same guidelines of annual flowers, i.e., out in Spring and removed at end of season.
17. Vegetable plants are prohibited outside a unit owner's fence area.

## **PARKING**

1. Parking in any manner that blocks access to another unit is prohibited. Double parking behind other vehicles is prohibited.
2. Parking on asphalt drives (except overflow areas) is prohibited to allow emergency response vehicles clear access to a unit should an emergency occur.
3. Boats, semi-trucks, trailers, or vehicles over 2,500 pound payload are prohibited to be on the Condominium Property except for moving and deliveries.
4. Non-operable vehicles or vehicles without current license tags are prohibited on Condominium Property unless inside a garage. The phrase "inoperable vehicle" is defined as:
  - A vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including any of the following: a broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; a vehicle with expired license tags.
5. Automotive repairs, excluding changing a flat tire or jumping a battery, are prohibited anywhere within the Condominium Property.
6. Clubhouse visitors must park in front of the building so as not to interfere with the resident parking. A site map will be provided with the clubhouse lease indicating approved guest parking areas.
7. Parking or driving motor vehicles is prohibited on the grass. There are a number of undesignated parking areas throughout the Condominium Property that are available for all unit owners and their guests to use.
8. Any vehicle in violation of these rules and regulations may, in addition to all other remedies, be towed and stored at the owner's expense.



## PETS

1. Occupants are limited to one small pet.
2. All pets must be registered with the Manager along with license number before entering the Condominium Property.
3. Pets are prohibited outside the Unit except on a hand-held leash no longer than six feet in length.
4. Pet houses, cages, kennels, or litter boxes are prohibited on any patio or in any Common Element.
5. Pet walking is prohibited from grassy areas around units and in the recreation area.
6. Pet owners are to immediately and completely clean up after their pet. Pooper Scoopers are available from the local pet store for a nominal amount.
7. Pets are prohibited in clubhouse and in the pool area. If a handicap person needs the assistance of an assistance animal, the animal would be allowed in the clubhouse to attend activities offered in the clubhouse. The assistance animal would be allowed in the pool area but would be prohibited from entering the pool.
8. Occupants breaking pet rules and regulations may have an enforcement assessment charged against his/her account.
9. Pets are prohibited from causing a nuisance. Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purposes of this paragraph are:
  - a) Pets whose unruly behavior causes personal injury or property damage.
  - b) 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.
  - c) Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
  - d) Pets who relieve themselves on walls or floors of Common Elements.
  - e) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

## POOL RULES AND REGULATIONS

1. THERE IS NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK.
2. A 911 telephone is available at the Gate Entrance.
3. Use of the pool is restricted to current occupants and their guests.
4. A Unit is permitted only 2 guests at any one time at the pool. The occupant must be with their guests at all times.
5. No public display of affection is permitted in the pool or in the pool area.
6. Flotation devices are allowed in the pool only when no one else is in the pool. Noodles are fine.
7. The top lock must be locked at all times by the last person leaving the pool.
8. A monitor may be present and has the right to verify residency of any person entering the pool area.
9. Failure to follow the rules and regulations may result in the loss of pool privileges.
10. The temperature must be at least 70 degrees for the pool to open.
11. Persons under the age of 16 are not permitted in the pool or pool area unless accompanied by a responsible person capable of assistance in the event of injury or incapacity.
12. All persons using the pool are required to leave the pool area neat and clean. Trash containers are provided and must be used when disposing of trash. Leaving trash or personal property in the pool is prohibited.
13. Chairs, lounges and tables are provided on a 'first come, first serve' basis. Chairs, lounges and tables may not be saved for those who have left the pool area.
14. Cutoffs, jeans or shorts are not proper swimming attire and are prohibited in the pool. People are prohibited from entering the pool in any clothing that is not designed and sold specifically for aquatic use.
15. Electrical items are prohibited to be plugged into any outlet in the pool area.
16. The volume of stereos and radios in the pool area must be kept low at all times.
17. Use of stereos or other audio devices are prohibited after 10:00 P.M.
18. Glass containers are not permitted in the pool area.
19. The clubhouse is never included with the use of the pool, and the pool is never included with the use of the clubhouse.
20. A gas grill is provided in the pool area. If used, clean and turn off the gas before leaving. The grill is to be used by adults.
21. Close all umbrellas when leaving.
22. Pets are prohibited in the pool area.

## SATELLITE DISH

1. Installation of any satellite dish/antenna in the Common Elements is prohibited.
2. Any unit owner contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must submit an architectural form to the Management Company for approval prior to its installation.
3. The dish must be placed inside their own patio.
4. The dish is installed such that it does NOT extend beyond the boundary of the patio.
5. The dish is prohibited from being installed on the roof.
6. The dish does not impose a safety hazard.
7. The homeowner is aware that maintenance of the satellite dish will be at his or her own expense and must comply with the maintenance requirements of the community.
8. Any damage caused by the dish is to be paid for by the homeowner.

## SECURITY

1. Unit owners should provide access to their unit in anticipation of emergencies. Emergencies would include fire, pipe burst or any life threatening event.
2. Report any suspicious people or activities to the Miami Township Police Department at 937-296-2558.
3. Miami Township Fire Department will assist in checking/changing the battery in your smoke detector if you need help. Call 937-560-2152 and leave your name, phone number and when you will be available for them to come.

## SECURITY CAMERAS

1. Submit an Architectural application showing where the cameras will be installed at the unit. There should be no expectation of privacy in the common or limited common areas. If you are outside, you do not have a right to privacy. **Cameras must be removed when the unit is put up for sale.**

## HANDRAIL

1. Not allowed unless supported by medical documentation for assistance due to a permanent disability. Architectural form must be submitted with a diagram of where railing will be installed and the height of the railing to be installed. Handrail height between 34 to 38 inches above walking surface per ADA. **Railing must be removed when the unit is put up for sale.**

## MAILBOX

1. Not allowed unless approved by the post office and supported by medical documentation for door delivery due to a permanent disability. Same documentation must be presented to the Association. **Mailbox must be black in color and removed when the unit is put up for sale.**

## **TRASH**

1. Each occupant must provide their own trash receptacle. Recycling bins are provided by Rumpke (1-800-828-8171) and must remain at the address.
2. Trash, Recycling and Yard Waste Service will be collected one day a week on Monday. Trash is prohibited outside the unit except when in sealed bags contained within closed containers that are at the curb no sooner than 6pm the evening before pick up until no later than 10pm the evening of pickup.
3. If a Holiday falls on a Monday, pick up will be delayed one day.
4. Trash is never permitted on your patio or by your front door.

## **WATER CONSERVATION**

Your water and sewage bills are paid by the Association as a common expense. Conservation results in lower bills which benefit both you and the Association and is consistent with the Nation's goals. Contact a plumber of your choice or the Management Company office for a recommendation when you note a leaky faucet or running commode. A leaky water faucet dripping one drop per second can waste as much as 650 gallons of water in one year.

## **ANTI-HARASSMENT POLICY**

The Association will not tolerate harassment of any unit owner, Occupant, employee, Community Association Manager, contractor, or other party for any reason, to the extent protected by Federal, State, or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment that adversely affects any other Occupant's living conditions is prohibited. All harassment that adversely affects an employee's working conditions is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, or violence. Threatening physical harm or property damage is also prohibited.

If a unit owner, Occupant, employee, or other person feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Community Association Manager. If a unit owner or Occupant is unable for any reason to contact the Association Manager, or the Manager is the person performing the prohibited harassment or being harassed, then contact the Board of Directors. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate, including use of all enforcement mechanisms provided to the Association under the governing documents. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

The procedure for reporting incidents of harassing behavior is not intended to impair, replace, or limit the right of any person to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.