

Rona Village of Beavercreek Homeowners' Association, Inc.

RULES, USE RESTRICTIONS & GENERAL INFORMATION ("Handbook")

Revision History

Last Revision	2021
Revised	Effective 09/15/2019

IMPORTANT PHONE NUMBERS:

Beavercreek Ambulance/Fire Department	(937) 426-1213
Beavercreek Police	(937) 426-1225
Apple Property Management	(937) 291-1740

This page intentionally left blank.

1	INTRODUCTION	5
1.1	COMMUNITY EMAIL	5
1.2	PROPERTY MANAGEMENT	6
2	OCCUPANCY	6
2.1	RESTRICTIONS	6
2.2	SUBLEASING	6
2.3	RENTAL UNITS	7
2.4	INSURANCE	7
2.5	CONTACT INFORMATION FORM	7
2.6	MOVING?	8
3	FEES AND ASSESSMENTS	8
3.1	FEES / ASSESSMENTS	8
3.2	ASSOCIATION FEES	9
3.3	NOTIFICATION OF FEE INCREASES	9
3.4	SPECIAL ASSESSMENTS	10
3.5	COLLECTION POLICY	10
3.6	ENFORCEMENT ASSESSMENTS	11
4	GENERAL RULES AND RESTRICTIONS	11
4.1	BICYCLES, SKATEBOARDS, ROLLERBLADES, ETC.	11
4.2	CARPORTS	11
4.3	COMMON ELEMENTS	11
4.4	COMMON ELEMENTS LANDSCAPING	11
4.5	GRILLING / OPEN FIRES	11
4.6	PARKING	12
4.7	PETS	12
4.8	QUIET HOURS	13
4.9	RECREATION AREAS	13
4.10	SATELLITE DISHES/CABLE TV AND INTERNET SERVICE	13
4.11	SIGNS	13
4.12	SPEED LIMITS	14
4.13	SWIMMING POOL	14
4.14	TRASH / RECYCLING	14
5	ANNUAL / SPECIAL MEETINGS OF MEMBERS	14
6	MISCELLANEOUS INFORMATION	15
6.1	MAIL BOXES	15
6.2	NEWSLETTER	15
7	MAINTENANCE	15
7.1	ALTERATIONS / MODIFICATIONS	15
7.2	CALL BEFORE YOU DIG!	15
7.3	EXTERIOR LIGHTING	15
7.4	GATES / FENCES	16
7.5	MAINTENANCE RESPONSIBILITIES	17, 18

This page intentionally left blank

WELCOME TO RONA VILLAGE OF BEAVERCREEK

1 INTRODUCTION

Rona Village of Beaver creek is a Planned Unit Development (PUD) operated by the non-profit Ohio corporation, Rona Village of Beaver creek Homeowners Association, Inc. (“Association”). It consists of 110 privately owned Units within 19 buildings on four private streets: Crown Point Court, Long Island Court, Old Town Court and Ticonderoga Court. Rona Village encompasses over six (6) acres of real property within the City of Beaver creek, Ohio.

A PUD (different from a condominium) is a combination of private ownership of an individual townhouse, attached parking area, patio, and the real property upon which these are situated, with the Association owning the Common Elements. Each Owner is a member of the Association and pays a monthly fee to cover expenses of maintaining the Common Elements. The Declaration and Bylaws, including amendments made thereto, along with the Articles of Incorporation and this Handbook (collectively “Governing Documents”) govern the operation of the Association to promote health, safety, and enjoyment of all members of the community. The powers, privileges, duties, and obligations of the Association and its officers are more particularly described in the Declaration and Bylaws, which are available free of charge from the Association’s property management company, or online at the Greene County Ohio website and should be consulted for further information or details.

This Handbook is based on the Association’s Governing Documents, and is meant to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this Handbook and the Declaration or the Bylaws, the Declaration or Bylaws will govern. The Handbook was written by the Rules Committee in conjunction with legal counsel and approved by the Board of Directors (“Board”). All Occupants, whether Owners or tenants, are expected to know, comply, and assist with the enforcement of this Handbook. An Owner is liable for the activity and behavior of tenants and guests and has an obligation to ensure that they comply with the Governing Documents. Violations can result in enforcement assessments and loss of privileges.

1.1 COMMUNITY EMAIL

The Association’s primary means of communication with Occupants is the through use of email. Please use the concerns.ronavillage@gmail.com email address to provide the required: Occupants and Owners information per Ohio Law.

- a. Name (First, Last): OF EACH RESIDENT
- b. Rona Village Address:
- c. Phone Number:
- d. E-mail Address:
- e. Owner/Off-Site Owner/Renter/Property Manager/Real Estate Agent:
Note: Off-Site Owners, Property Managers and Real Estate Agents must provide current phone number(s), mailing address, and email address.

1.2 COMMUNITY MANAGEMENT

Management of the day-to-day affairs of Rona Village is handled by Apple Property Management. They can be reached during business hours, 9:00 am to 5:00 pm Monday through Thursday and 9:00 am to 4:00 pm on Friday, at 937-291-1740; you may also report an emergency by following the prompts.

Fax: 937-291-1745

Email: General concerns: Gwyn@applemgmt.com, Maintenance: gwyn@applemgmt.com, Account information: gwyn@applemgmt.com, Architectural Changes: gwyn@applemgmt.com

APM's mailing address is: PO Box 752108 Dayton, OH 45475.

HOA Payment Address: PO Box 752108 Dayton, OH 45475 OR if paying by coupon P.O. BOX 95434 Las Vegas, NV 89193-5434

1.2.1 REPORTING MAINTENANCE, EMERGENCY, and NUISANCE ISSUES

TO REPORT...	Contact	NUMBER
Maintenance issues	APM	937-291-1740
Emergency maintenance issues (after business hours)	APM	937-291-1740
Unauthorized vehicle parked in your space	APM or	937-291-1740
	Beavercreek Police	937-426-1225
Noise nuisance (barking dog, loud noises, etc.)	Beavercreek Police	937-426-1225
Stray or loose animals	Greene County Animal Shelter	937-562-7400
Suspicious behavior or vandalism (also report to APM during next business day)	Beavercreek Police	937-426-1225
Insurance claim on the exterior of the building	APM	937-291-1740
Bulk trash pick-up (by Monday before Trash Day)	APM	937-291-1740

2 OCCUPANCY

2.1 RESTRICTIONS

The Owner of Record (as officially recorded by the Greene County Auditor) of each and every Unit in Rona Village of Beavercreek may either occupy their Unit or lease their entire Unit to another person. The number of Occupants occupying a Unit must comply with the Zoning Code of the City of Beavercreek, OH. No lease or sublease may grant occupancy rights for less than the entire Unit.

2.2 SUBLEASING

Renters are not permitted to Sublease Units in Rona Village of Beavercreek without providing a copy to the Board.

2.3 RENTAL UNITS

- 2.3.1 In the event an Owner chooses to rent or lease the Unit, said Owner must complete and submit a Unit Information and Contact Sheet and/or provide the following documentation to the Community Association Manager of Rona Village of Beavercreek at least three business days prior to each change of occupancy on the attached Owner Occupancy Information Form.
- 2.3.2 A copy of a written, signed Lease Agreement must be provided to Apple Property Management with expected move-in and lease expiration dates. The names, current phone numbers, and email addresses of any/all Lessees of Record and Tenants.
- 2.3.3 Up-to-date contact information for the Owner (off-site mailing address, phone numbers, email) or managing agent responsible for leasing the property on behalf of Owner.)
- 2.3.4 Name and phone number of each insurance agency issuing a personal contents insurance policy to the Owner and/or Tenants.
- 2.3.5 In the case of occupancy by a family member, a signed, written statement may be substituted for an official lease form. All agreements must include acknowledgement by both Owner and Tenant that a copy of this current Handbook has been provided and explained.
- 2.3.6 If an Owner intends to contract with HUD, Section 8, or any other government or private agency to rent the Unit, **three business** days advance written notice must be provided to the Community Association Manager, along with written verification from the agency that all requirements for such rental have been met by Owner.

2.4 INSURANCE

The Association carries a blanket insurance policy that covers only the façade and structural portions of a building. Each Resident Owner must carry their own HO-3 Home Owner policy, including casualty coverage sufficient to rebuild and replace the entire interior of their own Unit (from exterior brick wall inward). Home Owners who rent their property should carry the equivalent property and liability of an HO-3 Home Owner policy. Renters should be required to have a HO-4 Renters policy that covers all of their personal property. The Association's liability insurance covers the Common Elements only—Owners are responsible for carrying such coverage on their property. Please call our agent listed below or your personal insurance agent with any questions you may have regarding coverage required. Owners are prohibited from making any claim on the Association's insurance policies and will be responsible for any damages or cost increases associated with doing so.

Daniel Matulka, Matulka Insurance Agency
2262 County Line Rd
Beavercreek, Ohio 45430
P: 937-781-0011

2.5 CONTACT INFORMATION FORM

The Ohio Planned Community Act section 5312.06(C), requires the Association to maintain up-to-date records of all Owners and Occupants. Each time there is a change in ownership or occupancy of a Unit, a new form must be completed with Apple Property Management.

2.6 MOVING?

The following is a checklist of items to be performed prior to selling your Unit:

- 2.6.1. Contact the Community Association Manager at 937-291-1740 or gwyn@applemgmt.com to request a statement that your Association dues account is paid to date.
- 2.6.2. Provide your realtor/buyer with a current copy of the Governing Documents so they are aware of policies and regulations. Governing Documents are available at Apple Property Management.
- 2.6.3. Leave your pool key fob and mailbox keys, along with directions for location and use for the next person. *Note: our mailboxes are assigned and maintained by the USPS, not Rona Village or Apple Property Management. If you need a new key or assistance, contact the Beavercreek branch at 3541 Dayton Xenia Rd., Phone 937-320-5142.*
- 2.6.4. Notify APM of the new Owner's move-in date so they can be welcomed.
- 2.6.5. Supply information regarding trash collection and where to store trash containers and large items until pick-up day.
- 2.6.6. Inform the new Owner how your post and/or carport lamp is controlled and that they must be on from dusk to dawn to enhance the security of our community.
- 2.6.7. Electric power MUST remain connected, even when your Unit is vacant to ensure lights remain powered. Units must always also remain heated to a minimum of 55 degrees Fahrenheit to prevent water pipes from freezing. Owners are responsible for any damage from burst water pipes; responsibility may include but is not limited to water damage to neighboring Units.
- 2.6.8. Leave the name and phone numbers of Community Association Manager as the contact for questions and maintenance requests.
- 2.6.9. Let the new Owners know that Guest Parking or other unit's parking spaces may not be used by Occupants, unless prior permission is obtained, and that additional vehicles must use street parking. See section 4.6 for further parking information.

3 FEES AND ASSESSMENTS

3.1 FEES / ASSESSMENTS

Owners must pay Assessments in full to the Association on a monthly basis. For ease of reference, below is a description of the two components that make up your Assessments, however, regardless of how this Handbook describes the Assessment components below, the funds due as a result of Sections 3.1.1 and 3.1.2 below are both considered part of the Assessments:

3.1.1 FEES (sometimes referred to as "Pass Throughs")

Fees, as described by Bylaws Article VII, section 1(g) covers services provided specifically to the Units, including: Water, Sewer, Trash Collection, Real Estate Taxes on the Common Element, and

the blanket insurance policy. Fees may be raised at any time throughout the fiscal year (July 1st through June 30th). No vote of the membership is required for an increase to Fees.

3.1.2 ASSESSMENTS (sometimes informally referred to as “everything else”)

Assessments include expenses for the day-to-day operation, upkeep and maintenance of the community. These services are discretionary and can be controlled, such as: Landscaping, Pool Maintenance, Snow Removal, Routine Repairs and Maintenance, Community Association Management Company Fees, Capital Improvements, Legal Fees, Accounting Fees, etc. Assessments may be increased by no more than three percent (3%) over the prior year’s Assessment amount without an affirmative vote of at least two-thirds (2/3) of a minimum of a quorum at the Annual, or Special meeting of the Owners.

3.2 ASSOCIATION FEES

The Owner of each Unit pays to the Association an Annual Assessment in monthly installments to provide funds for the expenses of operating and maintaining Common Elements. The Board is charged with reviewing the Annual Assessment annually to determine whether adjustment to this amount is warranted. Monthly payments are collected and recorded by the Management Company. No Owner may waive paying any or all of the monthly payment due to non-use of the Common Element/facilities or abandonment of their Unit. The published Collection Policy will be followed in the event payments are not received when due, unless advance notification has been provided to the Property Management Company and special exceptions have been approved by the Board of Directors.

3.2.1 PAYMENT OPTIONS

Payments are to be made to Rona Village of Beaver Creek and sent to PO Box 95434 Las Vegas, NV 89193-5434 if paying by coupon or via ACH or credit card at www.applemgmt.com. Payments may also be sent to P.O. BOX 752108 Dayton, OH 45475. Apple Property Management also offers ACH through their office.

3.3 NOTIFICATION OF FEE INCREASES

Notice of increases to the Annual Assessment or commencement of a Special Assessment must be provided to all Owners no fewer than thirty (30) calendar days prior to the due date for the same. If a proposed increase is approved by the Members voting at the meeting(s) called for such purpose(s), notice of that meeting/proposed increase, if provided no more than sixty (60) calendar days but no fewer than thirty (30) calendar days prior to that meeting, is deemed to satisfy the thirty (30) day notice for the proposed increase. Note: As a result of an Amendment to Declaration Article XII, Section 8, such notices may be communicated to Owners via US Mail, or electronic transmission. Each Owner must state the preferred method of communication, and is responsible for updating such preference whenever a change is necessary.

3.4 SPECIAL ASSESSMENTS

In addition to the Annual Assessment, the Association may, with an affirmative vote of at least two-thirds (2/3) of the Association’s voting power at a meeting where a quorum is present, levy a

Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Element. In the event a Special Assessment is approved, separate payment options and instructions will be distributed to Owners.

3.4.1 RESERVES / WAIVER

Ohio law requires that the Association maintain Reserve Funds adequate to make capital improvements without the need for special assessments. While it is not required, at the Annual Owners Meeting, a form waiving this requirement may be presented. A majority (51%) of eligible Owners may waive the fully funded reserve requirement for the next fiscal year, thereby agreeing to accept the possibility of special assessments in lieu of monthly payments increased as necessary to fund the Reserves.

3.5 COLLECTION POLICY

- 3.5.1** All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the 10th of the month.
- 3.5.2** An administrative late charge of \$30 per month shall be incurred for any late payment on any unpaid balance. (Subject to increase upon further notice.)
- 3.5.3** Any payments made shall be applied in the following order.
 - 3.5.3.1** Interest and/or administrative late fees owed to the Association;
 - 3.5.3.2** Collection costs, attorney's fees incurred by the Association; and
 - 3.5.3.3** Principal amounts owed on the account for common expenses and assessments.
- 3.5.4** Any past due assessments may cause a lien and foreclosure to be filed against the LOT.
- 3.5.5** Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent owner.
- 3.5.6** If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws, or the rules and regulations, the Association may, but shall not be obligated to, undertake such performance or remedy such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performing or remedy incurred by the Association. An enforcement penalty may also be assessed at the Board's discretion. Any such amount will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
- 3.5.7** If any owner is delinquent in the full payment of fees for more than thirty days, the Board may suspend the privileges of the owner to vote and/or use any of the amenities.

3.6 ENFORCEMENT ASSESSMENTS

As specified in Article VII of the Bylaws, and as authorized by [Ohio Revised Code \(ORC\) Title 53, Chapter 5312, Ohio Planned Community Law](#), an enforcement assessment may be assessed for each violation of Rules and Restrictions or refusal to cooperate with a request by Apple Property Management or Board. Upon notification of an alleged violation, the Owner has ten calendar days to request a hearing with the Board before any fine or legal remedy is imposed. Non-payment of fines will be subject to the currently published collection policy.

4 GENERAL RULES AND RESTRICTIONS

4.1 BICYCLES, SKATEBOARDS, ROLLERBLADES, ETC.

Each court prohibits the use of bicycles, skateboards, and rollerblades from being used on the retaining walls, stairs, stair railings, or carports for safety reasons. Anyone causing damage to any property, whether owned by the Association or a resident, will be held financially responsible for restoring that property.

4.2 CARPORTS

Other than operable vehicles, firewood is the only item that may be stored in carports. All other property must be kept within the fenced patio area/shed.

4.3 COMMON ELEMENTS

The property you have purchased or leased begins at the front wall of your Unit, and ends at the furthest point of your carport (or the corresponding line if there is no carport). All parts of the Property other than the Units, are Common Elements, the maintenance of which is the Association's responsibility, excluding Limited Common Elements.

4.4 COMMON ELEMENTS LANDSCAPING

In order to keep our green areas attractive, we must protect them from both inadvertent and deliberate damage. Therefore, no activity shall be permitted on landscaped areas that will cause destruction of sod or greenery. Anyone who damages such areas will be held financially responsible for the costs the Association incurs in restoring the sod. Trees, lawns, shrubs, plants, etc. must be treated with care and respect: flowers are prohibited from being picked and trees are prohibited from being climbed. Except for fenced-in patios, trimming, mowing, mulching, and weeding is done by the landscaping service or authorized volunteers who serve on the Grounds Committee. Occupants are prohibited from changing or altering the appearance of the Common Elements without submitting a plan to the board for approval first by submitting a request to gwyn@applemgmt.com.

4.5 GRILLING / OPEN FIRES

No open fires are permitted. Section 308.3.1 of the Ohio State Fire Code prohibits propane and gas fueled cooking devices fueled with tanks over 1 lb. in size (small camp size tanks) within 10 feet of combustible construction. Any fines levied for violation will be the sole responsibility of the Unit Owner, as will reparation of and remuneration for any and all damages caused.

4.6 PARKING

Each Unit has either a carport or parking area, in which two (2) vehicles, (operable cars, motorcycles, trucks, mini-vans, SUV's, etc.), may be parked. Inoperable and junk vehicles are prohibited; small utility trailers that are properly licensed and maintained are permitted. 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; or a vehicle with expired license tags. Additional vehicles or vehicles that extend past the carport roof (or corresponding line of demarcation on Units without carports) must be parked on Kewanna Lane or Obetz Drive. Blocking or using other Units' carports is prohibited. Occupants should call the Beavercreek Police (937-426-1225) if their carport is blocked or occupied without permission. Vehicles are prohibited from being parked on the lawn, sidewalks, adjacent to fire hydrants, behind carports, at "dead ends" or around "islands" etc. Vehicles in violation are subject to tow at Owner's expense. If a vehicle causes any damage to the lawn or associated landscaping, the Owner will be assessed for the costs of restoring the Common Element property. Any disabled, abandoned, and/or unlicensed vehicle will be removed at the Owner's expense. If you notice any such vehicles, call Apple Property Management to arrange for towing.

4.6.1 GUEST PARKING

Because space is limited, GUEST PARKING spaces are reserved for persons occasionally visiting Occupants and must not be considered "overflow parking" by Occupants who have more than two vehicles. Persons who stay overnight in a Unit more than 5 nights in a 30-day period are considered Occupants, not guests, and may not use Guest Parking spaces. Guests of a resident should not use guest parking for a period of more than 72 hours (3 days) without advance permission from Apple Property Management or the Board. Use of guest parking by a resident is permitted on an emergency basis only; if a resident wishes to use guest parking in an emergency situation for more than 12 hours, permission must be obtained in advance from the Board. Guests and Occupants may fill out a Guest Parking Pass Form with Apple Property Management. Requests will be answered within 48 hours.

4.7 PETS

Pets must be kept inside their own Unit or patio areas at all times. Cats are not allowed to "roam free" and dogs must be leashed when walked upon the Common Element on a handheld leash no longer than 6 feet in length. For both aesthetic and health reasons, pet owners must immediately clean up after their pets.

Pet disturbances (barking dogs, pets running loose, etc.) are prohibited. Examples of pet disturbances include any of the following:

1. Pets whose unruly behavior causes personal injury or property damage.

2. Pets who make noise continuously for a period of 10 minutes or more, or intermittently for a period of two hours or more, to the disturbance of any Occupant, whether indoors or outdoors, at any time of day.
3. Pets outside of the Unit who are not accompanied by and under the complete physical control of their owner and kept on a hand-held leash no longer than 6 feet in length.
4. Pets who exhibit aggressive, dangerous, or potentially dangerous behavior toward any person or pet, such as lunging at any person or pet in a threatening manner or more than one occasion or biting, injuring, or killing any person or pet, whether on or off the Property, at any time.
5. Pets who relieve themselves on the walls or floors of the Common Elements or Limited Common Elements.
6. Pets that are conspicuously unclean or parasite infected.

For habitual infractions, the Board may have the pet removed. Furthermore, Greene County Animal Control (937-562-7400) will respond if resident(s) call to report an animal running loose. No animals or pets of any kind may be bred, raised, or kept upon any part of the properties for commercial use. An Owner of a Unit upon which a pet is kept is responsible for the pet and is liable for any and all damages or injuries caused by the pet.

4.8 QUIET HOURS

Because of each occupant's right to quiet enjoyment of the property, activities that may disturb a neighbor (e.g., loud music, conversations, parties, grass mowing, working with loud equipment, operating unusually noisy vehicles, etc.) are prohibited during Quiet Hours, 11:00 PM to 8:00 AM daily. Occupants should call the Beavercreek Police (937-426-1225) to report disturbances during quiet hours.

4.9 RECREATION AREAS

Playing games or performing recreational activities such as ball playing, Frisbee throwing, hockey, and such like on paved areas of the Common Elements is prohibited to avoid causing damage to carports, windows, or fences. The use of bicycles, roller skates and scooters are not prohibited. Anyone causing damage to any property, whether owned by the Association or a resident, will be held financially responsible for restoring that property.

4.10 SATELLITE DISHES/CABLE TV AND INTERNET SERVICE

Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Owner contemplating the installation of a satellite dish/antenna elsewhere on the Property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the board indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Rules and Regulations may be obtained from the Board. Because the Association is responsible for the repair and maintenance of building exteriors (except glass surfaces), satellite dishes/antennas may only be installed within the confines of the homeowner's private courtyard or shed, not attached to the brick exterior or fence. Any cables entering buildings should be made as inconspicuous as possible, but may not be placed in gutters and/or downspouts or run over carports, sidewalks, or lawn. Keep in mind, installation and removal is strictly the responsibility of the homeowner. If/when the Unit is sold, dish removal and/or repair of any related damage (such as, but not limited to, mounting holes, cable entrance holes into the building, etc.) must be done by and at the expense of the seller prior to closing. The new owner will accept the dish and/or cables "as is" and assumes full responsibility for all subsequent removal or repair. (Declaration Article IX, Sections 4 and 7)

4.11 SIGNS

All signs are prohibited from being displayed to the public view unless first approved by the Board (Article IX, Section 6), signs regulating the use of Common Elements approved by the Board, "For Sale", "For Rent", or realty signs. All signage may only be displayed on windows, doors, or temporarily attached to the fence underneath the carport and should only be limited to a maximum of two signs. No holes may be drilled into the fence, use of "Zip Ties" is recommended. An exception to this rule allows an "Open House" sign to be placed at the front entrance of a Unit on the day of the event only.

4.12 SPEED LIMITS

Posted speed limits (10 mph) in driveway areas must be obeyed by all vehicle drivers at all times. Damage or Injury caused by violating the posted speed limits will be the sole responsibility of the vehicle's operator and/or owner.

4.13 SWIMMING POOL

Rona Village swimming pool, located near the corner of Ticonderoga Court and Kewanna Lane, is open from Memorial Day weekend through Labor Day weekend, from 9:00 a.m. to 9:00 p.m., seven days a week, weather permitting. The pool is for the use of Occupants and their invited guests only, and is not open to the public. There is no lifeguard on duty. Occupants must have a gate key fob for entrance to the facility, which has been issued to each Unit. Any outstanding account balance on the Occupants Unit will cause the key fob to be deactivated. Missing or lost key fobs may be replaced for a fee. Pool Rules are updated each year, posted at the pool, and all are expected to know and follow them. Each Unit must sign an agreement for pool usage. Pool use may be suspended for failure to comply with the Governing Documents, including the pool rules. Copies of pool rules are also available from Apple Property Management.

4.14 TRASH / RECYCLING

- 4.14.1** The usual pick-up day is Wednesday, although holidays sometimes result in a one-day delay. Each Unit is responsible for providing their own trash cans. Trash and recycling containers are prohibited from being kept anywhere other than the gated yard or shed at any time other than from sundown the night before trash and recycling pick up until sundown the day of pickup, when containers should be placed at the end of the carport. Large items (appliances, carpeting, furniture, etc.) require that you call Apple Property Management by noon of the Monday prior to pick-up, so they can notify the hauler and advise you of any special requirements for pick-up for such items. There may be an additional charge to remove certain items, and the applicable invoice will be forwarded directly to the Unit involved. If any items are not collected, please notify Apple Property Management at once, but do not leave receptacles outside your gated patio unless you are specifically instructed to do so. All rubbish, trash, and garbage must be placed in fly-tight, rodent-proof containers and stored within the private area of one's residence. Flammable and other hazardous materials must be stored safely to avoid the risk of fire. (Declaration Article IX, Section 9)
- 4.14.2** Vendor trash bins are available directly from the vendor for a rental fee. Recycle bins are provided free by the vendor. Contact Apple Property Management if you need a recycling bin or would like information how to obtain a trash bin. It is suggested that you mark trash and recycling containers with your Unit number to avoid misplacement at collection time.

5 ANNUAL / SPECIAL MEETINGS OF MEMBERS

Notice of such meetings is sent to all Owners of record (per Greene County Auditor records) by US mail, email, or hand delivery no more than sixty (60) calendar days, but no fewer than ten (10) calendar days prior to the date of such meeting. Each Owner must complete a form stating their preferred method of receiving these notices and should be sure to update it if information changes or the notice will go to your Unit. The Annual Meeting of the Owners usually occurs during the month of June. Special meetings of the Association may be called by the President, the Directors, or by written request of one-fourth (1/4) of the membership. (See the By Laws for further information.)

6 MISCELLANEOUS INFORMATION

6.1 MAILBOXES

The Association has cluster mailboxes located at the entrances to Crown Point Ct., Long Island Ct., and Ticonderoga Ct. (which also serves Old Town). These are the property of the United States Post Office, not the Association. If the previous Owner or landlord did not provide keys or information on which space is assigned to your Unit, you will need to contact the Beavercreek Post Office (937-320-5142) for assistance. Occupants are encouraged to place a label with the name(s) of the primary occupants (those that typically receive mail) on the inside of their box near the street side edge of the box.

6.2 NEWSLETTER

The Association's newsletter may be published by Members of the Board. The newsletter contains information on current happenings in the Association, including updates on projects, upcoming events, and information from the community management company.

7 MAINTENANCE

7.1 ALTERATIONS / MODIFICATIONS

Modifying Common Elements or any exterior portion of a building without written approval from the Board is prohibited. To receive approval, contact Apple Property Management. No exterior wiring, antennas, window air conditioning units, or other type of installation is permitted on any exterior portion of any building and no additional structures may be erected without prior written permission/approval from the Board. (Declaration Article IX, Sections 4 & 7) Also see Section 4.10 regarding Satellite Dishes and Section 7.2 below before you dig/excavate in your patio area.

7.2 CALL BEFORE YOU DIG!

Owners are responsible for costs of repairing any utility damage caused by digging (or excavating) within their patio area. Owners are not permitted to dig/excavate in Common Elements, except with permission of the Board. *The following information is provided through the [Ohio Utilities Protection Service website](#).*

7.2.1 *Call 8-1-1 or 1-800-362-2764 before you dig: It's the law!*

7.2.2 *By law, everyone MUST contact the Ohio Utilities Protection Service, 8-1-1 or 1-800-362-2764, at least 48 hours but no more than 10 working days (excluding weekends and legal holidays) before beginning ANY digging project.*

7.2.3 *A vital resource for Ohio residents and businesses alike, the Ohio Utilities Protection Service acts as a communication link between utility companies and individuals planning any digging activity. This site includes all the information you need to dig safely and protect your community.*

7.2.4 *ORC Sec. 3781.28. (A) Except as otherwise provided in divisions (C), (D), (E), and (F) of this section, at least forty-eight hours but not more than ten working days before commencing excavation, the excavator shall notify a protection service of the location of the excavation site and the date on which excavation is planned to commence.*

Please note that the Ohio Revised Code defines excavator as "the person or persons responsible for making the actual excavation" (ORC Sec. 3781.25 (K)). Therefore, while O.U.P.S. will not refuse a ticket from any caller, we advise the actual excavator place the call to O.U.P.S., receive their own ticket number and wait the required 48 hours in order to be compliant with Ohio law.

7.3 EXTERIOR LIGHTING

Every Unit controls either a lamppost in the front of the Unit or the light in the carport via their fuse/circuit breaker box. The Association requires all such lights to be on from dusk to dawn to enhance everyone's security and safety. If you notice one of these fixtures is dark, first check your fuse/circuit breaker box, and/or ask your neighbor to do the same. Next, notify Apple Property Management. Occupants are prohibited from replacing the bulbs, as the fixtures require specific

types of bulbs, and to avoid risk of damage to the fixture or personal injury. There is no charge to Owners or Occupants for bulb replacement. If you are moving, please refer to paragraph 2.6.7 regarding your responsibility to ensure exterior lights remain powered.

7.4 GATES / FENCES

Because Unit gates and fences are vinyl, they must be treated very carefully to avoid damage. Owners/Occupants are prohibited from drilling or making holes in any part of the fence. Please latch the gate completely each time someone goes in or out. This should take a gentle touch; no need to slam or force. If there is a problem that prevents closure, notify Apple Property Management immediately, then prop or tie the gate open or shut so it will not bang in the wind. Repairs/replacements are costly and will be passed on to the Owner if the damage is caused by negligence or misuse. Other gate/fence maintenance issues (adjustments, alignments, etc.) should also be reported as soon as possible to minimize damage and expense.

7.5 MAINTENANCE RESPONSIBILITIES

- 7.5.1** The Association maintains, repairs, and replaces all Common Elements including, but not limited to, the buildings, guest parking spaces, exterior lighting fixtures/wiring, lawns, shrubs, trees, interior driveways, walkways, and recreation areas.
- 7.5.2** The Association also maintains and repairs the exterior façade of buildings including, but not limited to, roofs, gutters, downspouts, exterior building surfaces (excluding glass surfaces, windows, doors), gates, and fences, etc.
- 7.5.3** The Association is not responsible for any acts of god or those otherwise insured by the Owner's own policy. See section 2.3 "Insurance" for Owners insurance responsibilities. When there is a questionable claim for damage, both the Association's Insurance carrier and the Owner's Insurance carrier must decide whose policy covers the damage.
- 7.5.4** Owners are responsible for maintaining, repairing, and replacing exterior patios, utilities and utility service lines serving only that Unit, any ground surface, walks, or vegetation located on any individual Lot, or within the Unit's fenced-in area. If the need for maintenance on either a Common Element or any building exterior is caused negligently or intentionally by any resident, that resident's Lot will be assessed for the cost of the repair.

- 7.5.5** Except for building exteriors specifically described in the Declaration, maintenance of the Lot and Unit located thereon is the responsibility of the Owners. Owner's responsibility includes glass surfaces (windows), doors, walks, ground surfaces within Unit premises (patios, back yards), sheds, utility lines, etc. If owners fail to satisfactorily maintain their property, the Association may repair any damages and assess the Owner's Lot.
- 7.5.6** Maintenance that the Association is responsible for is handled through Apple Property Management. Maintenance issues must be addressed to Apple Property Management at gwyn@applemgmt.com. Please Do not call or visit Board members to report maintenance issues. Apple Management does have an off-site office located at 71 Rhoads Center Drive, Dayton, OH 45458 for residents who would like to stop in with any maintenance requests. Repairs are handled on a priority basis with emergencies taking precedence. To minimize cost, non-emergency repairs are combined until there is at least a half-day's work to perform. Your patience and understanding in this matter are appreciated.
- 7.5.7** The Association does not provide ice mitigation services. Occupants must exercise caution when temperatures near freezing.
- 7.5.8** The Maintenance "Matrix" that follows has been created to summarize common maintenance issues and clarify responsibilities of the Association and individual Owners. For additional detail, carefully review AMENDMENT K to the Declaration of Covenants, Conditions and Restrictions recorded on 1/16/18. This amendment significantly expanded Article VIII of the original Declaration.

MAINTENANCE MATRIX

<u>ITEM</u>	<u>ASSOCIATION</u>	<u>OWNER</u>	<u>NOTES</u>
ROOF			
1. Shingles - blown, damaged	X		D
2. Vents – leaking, damaged	X		D
3. Gutters, down spouts – leaking, damaged	X		D
4. General roof leaks	X		D
5. Chimney		X	D
6. Interior damage caused by #1 through #5		X	D
EXTERIOR ONLY			
1. Shutters (Misc. maintenance/painting only)	X		D
2. Benches in Common Elements	X		D
3. All doors including doors with side windows, storm doors, screens and windows.		X	A/D
4. Carports and storage sheds		X	A/D
5. Front lamppost and rear carport lights:			
a) Replace light bulbs	X		
b) Replace glass and photo cells	X		
c) Replace fixtures	X		D
d) Electrical problems (shorts, open circuits)	X		
6. Exterior water outlets		X	
7. Exterior electrical outlets		X	
8. Cracks in brick, mortar, or foundation – exterior only	X		
a) Interior damage caused by above		X	F
POOL			
All maintenance	X		
GROUNDS & PAVEMENT – REPAIR & MAINTENANCE			
1. Mow, weed, fertilize grass in Common Element	X		
a) Areas enclosed by rear fence		X	
2. Replace, trim trees/shrubs in Common Element	X		
a) Area enclosed by rear fence		X	
3. Snow removal – Common Element	X		
4. Snow removal – areas under carport and within patio		X	
5. Flower beds – Common Element	X		
6. Asphalt and Concrete – Common Element	X		
a) Areas under carport and concrete within patio		X	D, E
SEWAGE AND DRAINAGE			
1. Removal of obstruction in sewer pipes	X	X	B
2. Interior damage from removal of obstruction in sewer pipes		X	D
3. Sump pump repair – pumps in Common Elements or where augmenting multiple Units	X		
4. Interior damage from sump pump repairs		X	D
5. Basement leak interior damage		X	
6. Water main leaks	X		B/C
7. Damage from running water (e.g. faucets, toilets, washers, water heater, dishwashers, sinks, refrigerators, any other plumbing) interior to the unit		X	D
MISCELLANEOUS			
1. Treatment of insects or pests within the unit – fleas, mice, termites, bedbugs, etc.		X	D
a) Removal of wildlife from attic and repair of damage to exterior surfaces caused by wildlife intrusion	X		
2. Fences and gates	X	X	A/D
3. Radon detection / mitigation		X	

NOTES:

A – If left to fall in such a state of disrepair that it detracts materially from the attractiveness of the development as judged by the Trustees, repairs will be made, with the Trustees' direction, and the cost assessed against the Owner.

B – If obstruction is in the lateral pipe (the pipe running from the Unit to the main sewer), it is the Owner's responsibility. Note: Most basement model Units have individual/lateral pipes with basement access cleanout while Units without basements, the main sewer may run directly below the Unit. In either situation, the Owner is responsible for interior damage from removal of any obstruction in sewer pipes.

C – Leaks in mains will be repaired; however, any damage to the patio area is the Owner's responsibility.

D – Repair and maintenance to be done in accordance with structure and architectural controls as outlined in the Declaration, Articles of Incorporation, By Laws, and Rules.

E – Asphalt and sealcoating opportunities may be presented to Owners in conjunction with work done in Common Elements.

F – Inspection will determine responsibility for interior damage.

Blank