

## **Management of Twin Lakes Condominium**

**Apple Property Management** is the managing agent for the Twin Lakes Condominium Association. The management company functions under the direction of the Twin Lakes **Board of Managers**. Apple Property Management's address and phone number are:

Apple Property Management  
P.O Box 752108  
Dayton, OH 45475  
(937)291-1740

### **Association Rules and Regulations**

The Twin Lakes Declaration sets forth various rules, regulations, and restrictions. The Board of Managers may also adopt various rules, regulations, and restrictions. Under the Declaration, the Board of Managers has the authority and the right to establish, change, and delete rules and regulations it feels are necessary and a reasonable. **Each Condo Owner is expected to read and abide by Twin Lakes Declaration and Bylaws. (They are binding, legal documents.) If the rules contained in this Policies Document do not constitute a complete listing of the rules. Rules are also contained in the Declaration, Bylaws, and, from time to time, in newsletters and notices.**

### **Insurance**

Contact Apple Property Management for the name of our current insurance carrier. Insurance coverage on the exterior of the buildings and the other common, and limited common, areas is provided by the Association's insurance, and its cost is included in your monthly fee. The association's insurance policy has a \$5000.00 deductible.

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

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

**Yes.** The Association's insurance does not cover your contents or any improvements (which were not in the builder's original plans incorporated in the original purchase and specifications; i.e., wallpaper upgraded light fixtures). We recommended that you have your insurance agent called the Association's insurance agent to determine what personal insurance coverage you need to carry to be sure you are adequately covered.

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

## Common/Limited Common Areas

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

**Limited common areas** of Twin Lakes include: The patios, windows, decks, entranceways, stairways, air conditioning pads, etc. Further description of the limited common areas is detailed in the Twin Lakes Condominiums Declaration, Article VII

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

## Condo Unit

Anything located within your unit, on your patio or deck, in your garages, and the doors of your unit is **considered private property. The Condo Owner is responsible for, and expected to maintain all portions of his/her unit and all internal installations in the unit, and everything which exclusively serves that unit.**

Also, it is the responsibility of each Condo Owner to maintain, repair, and replace at his/her expense, all portions of the common areas and facilities damaged or destroyed by reason of willful or uninsured negligent acts or the negligence of himself or herself or any guest of the Condo Owner.

### Examples:

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

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

### **Who pays for the repair and the water damage if a water pipe breaks in the wall of your unit?**

If the water pipe does **not** exclusively serve your unit, the Condo Association will pay the deductible and the insurance will pay for the repair of the pipe and for any damage done, except damage done to your personal property. However, if the water pipe **does** exclusively serve your unit, you must pay the deductible and the insurance will pay for the repair of the pipe and for any damage done, except damage done to your personal property.

### **Will Apple Property Management perform services that are the Condo Owners responsibility?**

Yes, but **your** charges will be at Apple Property Management's current labor rates. Contact Apple Property Management for information.

## Garages

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

## **Building Care and Maintenance**

All outside painting **must** be submitted to Apple Property Management for approval by the Board. This includes your unit's doors, sashes, etc.

**Outside lights.** The lights around the pond will be replaced by Apple Property Management. If you notice a light has burned out, please contact them. The outside light fixtures, including the garage lights are your responsibility.

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

### **Snow and Ice Removal for Walkways and Driveways**

It is neither practical nor feasible to totally control ice on the sidewalks and parking area. However, serious ice problems will be treated with potassium chloride or calcium chloride when possible. If you treat your own walks, please **DO NOT USE SALT!** It will damage the concrete. Potassium chloride or calcium chloride pellets are safer in cause less damage. These items can be found in hardware stores, grocery stores, etc.

**An independent contractor**, hired by the Board will remove snow from front walks, driveways and parking lots when snow reaches an accumulation of two (2) inches.

**HOMEOWNERS SHOULD TAKE GREAT CARE WHEN OUTSIDE AND BE ON GUARD FOR ICY OR SLICK AREAS.**

### **Lawn, Tree, and Shrub Care & Maintenance**

The Board hires contractors to mow and trim the lawns, prune the shrubs, and apply lawn and tree treatments. The lawns are usually mowed every seven to ten days. However, actual frequency depends on the weather and rate of growth.

**If you want to spray/treat the lawn** around your unit for insects/pests such as fleas or ants, you must first request Board approval. The lawns are fertilized and treated for weeds and insects four to five times each year, depending on what the Board believes is necessary.

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

### **Parking**

The Twin Lakes community has established a Reserved parking policy. Each Condo Owner is allowed to park in their garage or driveway.

The following policy will apply:

#### **A. RESERVED SPACES**

1. Each condo unit has exclusive use of its driveway for parking for unit owner and his/her guests.

2. Violators who park illegally will be towed. (This includes parking in others' driveways, parking on the grass, parking in areas that restrict normal flow of traffic, or parking in any unsafe location.)
3. If a vehicle is towed, the owner is responsible for **all** towing and storage costs.
4. Parking in the street is **not** permitted.

## **B. VISITOR PARKING**

1. All other parking spaces in the community are visitor parking spaces.
2. Twin Lakes residents may use visitor parking spaces on a first come, first serve basis.
3. Visitor parking is to be used for short duration stays (less than eight 8 hours).
4. Visitors staying for longer durations (more than 8 hours) must use the parking areas or the driveway of the unit they are visiting.
5. Visitor parking is on a first-come, first-serve basis.
6. Visitor parking **IS NOT a storage space**. A vehicle parked in visitor parking must be moved off the property after 8 hours, or it will be towed. Some exceptions—such as vacations, business trips, illness, etc. —can be granted by Apple Property Management. However, it is the resident's responsibility to notify Apple Property Management of these circumstances in sufficient time to avoid a towing charge.

## **C. BOATS, RV'S, VEHICLES—SUCH AS TRACTORS, TRAILERS, DUMP TRAILERS, LIMO'S, ANY OVERSIZED OR OUTSIZED VEHICLES, MOVING VANS; AND MOBILE HOMES, AND CAMPERS ARE NOT AUTHORIZED ON TWIN LAKES PROPERTY.**

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

All residents are encouraged to advise their visitors to our community of the parking policies and rules. Your assistance in this matter could help avoid an embarrassing and unfortunate circumstance for you and for your visitor

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

### **Flower Beds and Patio Landscaping**

The Board encourages owners or tenants to plant flowers in the beds around their units. Board approval is not necessary; however the following guidelines must be adhered to: No plants that cling to, or climb up the buildings, are to be planted. Maintenance of any plants or flowers planted by the resident is the responsibility of the resident. **The Association, Apple Property Management, and the lawn care contractor will not be responsible or liable for damage done to, or owner's plantings in the course of lawn or shrub care.**

If you wish to put lawn ornaments or other decorations on or around your unit, you must request **Bored approval in writing**. It is your responsibility to trim the grass around these objects and maintain them. Bird feeders of any kind are **not permitted**.

### **Exterior Changes to the Units**

**All** exterior additions or changes must first be approved by the Board of Managers. Requests for exterior additions or changes **must** be made in writing and submitted to the Board, c/o Apple Property Management. (See included “Request for Exterior or Landscape Alterations” form in the back of this book.)

**To add storm doors** you must have Board approval. Policy allows only for **LARSON CLASSIC FULL VIEW** in White. This policy was adopted to help us maintain the uniformity and attractiveness of our community. Send all requests for storm doors to Apple Property Management.

Satellite dishes are allowed but the installation location **must be approved by the Board before work begins**. The decision on location will vary on a case – by –case basis. Requests for exterior additions, changes or maintenance, must be in writing and mailed to Apple Property Management and approved by the Board. To guarantee uniformity, Contact Apple Property Management for the Board approved materials to use.

### **Selling a Unit**

One professional 36”x 24” real estate sign may be placed inside a window. “Open House” signs are allowed, but **only during the time of the open house**. **For Rent signs are not allowed**.

**If you intend to sell your unit** you should inform Apple Property Management. **If you sell your unit, your copy of all governing documents** (the Declaration, Bylaws, the Twin Lakes Policies Document, etc.) is to be given to the buyer. If you have lost your copy, a replacement can be purchased from Apple Property Management for a nominal charge.

Prior to closing, unit exterior must be in compliance with Twin Lakes Policies Document Declaration, and any other rules and regulations. The Board will seek recourse for any noncompliance of these rules.

### **Mailboxes**

Contact the Post Office for any repairs to your mailbox, its lock, or the key. Be sure to tell them you tell them you live in a condominium complex, not an apartment. (Apple Property Management does not have keys to the mailboxes and cannot get keys for you and cannot repair the lock.)

### **Going Away for Awhile**

If you are going to be away for a few days, you should advise the police, a neighbor, and Apple Property Management. Apple Property Management should also be given the name and telephone number of a person who has a key to your unit, so that if there is an emergency (i.e., water leak), Apple Property Management can get into your unit to stop a leak or prevent further damage.

Leave the heat on at least 65° *degrees* if you are going to be away during cold weather, even if it is only overnight. Also keep cabinet doors open to any pipes that are on an outside wall open. Turn off the main water supply valve whenever going away for an extended period. Remember to turn off the circuit breaker to the water heater to avoid damage to the heating elements in case of leaking.

Remember to stop newspaper deliveries, etc., while you’re away.

## Pets

Article XI of the Twin Lakes Condominiums Declaration outlines the pet policy for Twin Lakes community. All residents are expected to abide by this policy.

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

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

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

## Trash

Trash is to be disposed of in trash cans or plastic trash bags. Trash cans must have closeable lids. If you use plastic bags, make sure they are tied tightly. **Trash is not to be set out until 5:00 P.M. the night before pick-up.** Trash cans are to be taken back inside at the end of the day. If you will be away, ask a neighbor to put your can(s) away.

**PAPER BAGS OR CARDBOARD CARTONS** are not to be left outside overnight. Items that the trash company won't take on their regular pick up include furniture, appliances, mattresses, box springs, and other large items. You must make special arrangements with the trash company to have these items picked up. This will be an additional expense to you.

Trash containers are to be **stored inside your garage** on other than pick-up days. Apple Property Management will confiscate (but will not empty) containers left outside in unauthorized places and the Condo Owner will be assessed a \$25.00 fine. Containers, and the trash inside, will be returned upon payment of the \$25.00 fine.

## Clotheslines – Laundry

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

## Seasonal Decorations

Seasonal decorations are permitted in limited common areas only and must be removed by the end of the season. Holiday decorations are not to be installed prior to December 1<sup>st</sup> and must be removed by January 7<sup>th</sup>. Window lighting is allowed outside each unit. Decorations must be in good taste. Appropriateness of decorations will be determined by the Board, and residents will be asked to take down decorations deemed inappropriate for the community. If Apple Property Management is required to remove any decorations due to an inappropriateness or failure to comply with time frames, the Condo Owner will be assessed a fine according to the fine policy.

No decorative flags are permitted. The U.S. flag may be flown on appropriate holidays.

### **Operating a Business Within the Unit**

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, etc., shall be conducted, maintained, or permitted on any part of the condominium property.

### **Window Coverings**

Only appropriate window coverings are permitted at all times. Sheets, blankets, foil etc., are not permitted to be hung at the windows even on a temporary basis.

### **Other Important Items of Interest**

***Feeding the ducks, geese, or other waterfowl is not permitted and is subject to the fine policies detailed in this document***

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

Bicycles, toys, etc., are not to be left in any common areas.

Riding of bicycles, roller blades, skate board, etc., on the sidewalks is prohibited.

Speed limits within the community must be complied with.

Loud noises, such as radio's, stereo's, TV's, parties etc., which are, irritants to your neighbors should be minimized. Immediate action should be taken to remedy the situation if you are notified of the irritant. This includes loud noise from motorcycles or other motorized vehicles.

### **Condominium Fees**

The monthly fees are due on the **FIRST DAY OF EACH MONTH**. A ten (10) day grace period is granted, and fees **must be postmarked on or before the tenth of the month** to avoid a \$10.00 late charge being automatically assessed to your account. Checks should be **made to Twin Lakes Condominium Association**.

If you prepay your fees, your payment for the period must be received on the **first day of the first month in the period** that you are prepaying. Therefore, if you are prepaying annually, your payment for 12 months should be postmarked on or before January 10<sup>th</sup>. If you are prepaying semi-annually, your payment should be postmarked on or before January 10<sup>th</sup> and July 10<sup>th</sup>. If you're prepaying quarterly, your payment should be postmarked on or before January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>. Any payment postmarked later than the tenth day of the first month of the period is presumed late and a late fee will be assessed.

**Your monthly fee pays for a variety of your Association's expenses including:**

- insurance on the exterior of the buildings and other common elements
- exterior and common area maintenance
- lawn care, common area landscaping, and snow removal
- all water and sewer used at Twin Lakes, including water and sewer used by the residents
- administrative expenses

- electricity and bulbs used for pond lights
- pool maintenance, equipment and furniture
- pond care and maintenance

Since your fees are crucial to the operation of the Association as described above, delinquent Condo Owner accounts will not be tolerated. If a unit is being rented and fees are in arrears as stated above, the Condo Owner and the renter will be enjoined in any legal action.

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

**Fine Policy**

To insure compliance with the rules and regulations, in those rare instances when a friendly reminder doesn’t work, the following schedule of fines for repeated or continued violation has been instituted by the Twin Lakes Board of Managers:

<b><u>EVENT</u></b>	<b><u>FINE</u></b>
First Time Violation*	Written Notice
Second Time Violation:	\$ 50.00
Third-time Violation & Each Subsequent and/or Continuing Offense:	\$ 100.00 per day

\*A \$25.00 fine will be assessed for the first and each succeeding trash container offense.  
 \*A \$50.00 fine will be assessed for each day a “For Rent” or other non-permitted signage is displayed.

Fines will be assessed against the Condo Owner. A lien will be recorded on the Condo Owner’s unit if the fines are not paid when due.

In the case where the unit is a rental, it is the Condo Owner’s responsibility to advise the tenant of these rules and regulations and to provide them with a copy.

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



**PLEASE BE CONSIDERATE AND COURTEOUS TO YOUR NEIGHBORS!**

## **Swimming Pool Rules**

### **Pool Hours— 10:00 A.M. To 10:00P.M.**

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

**REQUEST FOR**  
Exterior or Landscape Alterations

Printed Name of Condo Owner \_\_\_\_\_

Signature of Condo Owner \_\_\_\_\_

Address of Condo \_\_\_\_\_

Date of Request \_\_\_\_\_

I hereby request permission to make the following exterior or landscape change, addition, or alteration. The plans and specifications showing nature, kind, shape, dimensions, materials, and location(s) of the same are shown below and/or attached hereto.

I understand that I bear all liability and financial responsibility for this change, addition, or alteration. I agree to acquire any necessary government permits and, further, to maintain such change, addition, or alteration accordance with the standards set by the Board of Managers. I further understand that any damage to the common area that results from this alteration is the responsibility of the condo owner and any subsequent condo owners.

**SPECIFICATIONS**

Received By \_\_\_\_\_

Approved By \_\_\_\_\_ Disapproved By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_