



NANTUCKET LANDING SOUTH CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

REVISED MARCH 2025

PURPOSE:

These Rules and Regulations are issued by Nantucket Landing South Condominium Association, Inc. as a means of providing a more detailed explanation of broad subjects set forth in the Declaration of Condominium Property (hereafter referred to as “Declaration”) and the Condominium Association, Inc. By-Laws (hereafter referred to as “By-Laws”). In the event that a conflict exists between these Rules and Regulations and any provisions of the Declaration and/or By-Laws, the provisions of the Declaration and By-Laws shall govern.

Each Unit Owner and Renter is responsible for full knowledge, understanding, and compliance with the Nantucket Landing South Condominium Association, Inc. (hereafter referred to as “Association”), Declaration, By-Laws, and Rules and Regulations.

MANAGEMENT:

The Board of Directors governs the Association. The Board of Directors consists of five (5) owner members as elected by a majority of all owners who vote with a term of a minimum of two (2) years). The five positions will be filled in such a manner as not to disrupt the continuity of the Board: • Three (3) members will be elected each even numbered year. • Two (2) members will be elected each odd numbered year. Elected Board members will assume office immediately following the election and will hold specific positions within the Board of Directors. (See Addendum A for the names of the current Board of Directors.) The Board of Directors convenes monthly, minimally, but is only required to meet quarterly. The Annual Association Meeting will be held during the first quarter of each year. Each Unit Owner will be notified by **email** of the location, date, and time of the annual meeting at least two weeks prior to the meeting.

MANAGEMENT AGENT:

Effective January 1, 2024, The Association has engaged the services of a professional management agent, Apple Property Management, LLC, to conduct the day-to-day affairs of the Association. They respond to the needs of Unit Owners for which the Association is responsible and in accordance with the Declaration and By-Laws, as well as the published Rules and Regulations.

Apple Property Management hours are Monday-Thursday 9:00 a.m. – 5:00 p.m. and Friday 9:00 a.m. – 3:00 p.m. Apple is closed for lunch between 12:30 p.m. – 1:30 p.m. (See Appendix A for contact information.)

MONTHLY FEES:

Monthly fees are due and payable on the first of each month and considered delinquent on the 15th of each month. All fees are to be paid in the name of Nantucket Landing South directly to the address shown on your payment coupons or by other options provided by Apple Property Management. To ensure the necessary cash flow, and in accordance with the

Declaration, a late charge of 10% of the unit COA fee and Special Assessment will be assessed on delinquent payments. Delinquent fees of 90 days or more will be turned over to Kaman & Cusimano for collection. Delinquent owner will incur all related legal fee: **Demand Letter \$125.00; Lien on property \$225.00; Foreclosures \$800.00; Hourly rate for collection work not specified is flat rate (\$250.00).**

EXTERIOR STRUCTURE AND COMMON AREA MODIFICATIONS:

An Improvement Application for any modifications made to the exterior of the unit and/or common area **must** be submitted to Apple Property Management, LLC. and approved by the Board prior to making any modifications. **Forms can be found on Apple's website: applepm.cincwebaxis.com.** **The form is shown as Agricultural Form.** Modifications to structures and/or common areas refers to the addition, alteration, or removal of any items to/from the building structure and/or limited and common areas **(including bushes, shrubs or trees).**

An Improvement Application for any modification **must** include a detailed drawing/photos and list of materials to be used. Once approved, the Unit Owner is responsible for obtaining **any and all** necessary permits. When digging is involved, the Unit Owner is responsible for obtaining verification of clearance from local utilities and cable TV companies prior to the start of excavation.

Only Unit Owners are permitted to submit Improvement Applications. Renters, however, may submit applications, provided that they are accompanied by written approval of the Unit Owner.

Standards exist regarding color, style, and material for certain items, such as decks, garage doors **and front and back doors.** Compliance with these standards is necessary in order to maintain continuity and appearance within the community.

The Unit Owner will be responsible for all costs associated with applicable inspections and permits as well as any cost associated with any necessary repairs of damage to the structure and/or common area resulting from the modification.

In addition to the above:

- No owner/renter will modify the paint of any outside surface with regard to color or design.
- **No owner/renter may affix anything to the exterior of a building in any manner.** Nails, screws, or other means of puncturing the siding or trim is expressly prohibited and will be considered a violation remedied only by paying the cost to have the affected area repaired or replaced. The only exception to this rule is for the installation of a single flagpole **on the trim;** maximum flag size 3'x5'. Owners may hang seasonal flags, sports team flags or the American flag.
- Except as provided for in the Declaration, Page 9, Section 11.09, no signs or other window display or advertising shall be permitted on any part of the condominium property.

- An Improvement Application must be completed and submitted to Apple Property Management **via their website**, email, hand delivered or mailed and approved **prior to having a satellite dish or any receiving device installed** indicating the proposed location of the installation. Any special circumstances should be stated in the application. (See Addendum B for installation requirements.) Upon moving, the owner of any unit that has a satellite dish or other receiving device installed on the unit must remove and dispose of the dish or device and all corresponding cables/wires **prior to moving**.
- Exterior structures, such as storage sheds, may not be installed.
- Window air conditioners are expressly forbidden. Similarly, fans that extend outside the unit window are also forbidden.
- **Feeding of birds, squirrels, geese, ducks, etc., is expressly prohibited, including feeding off the ground and/or deck, and will result in an immediate violation.**
- Screws, nails or other invasive means of affixing items in trees/bushes is prohibited.
- No owner/renter will hang or otherwise affix anything to/in a tree or bush year-round in the limited common areas or common areas outside of the following parameters:
 - Seasonally appropriate; i.e., Christmas lights
 - Christmas lights/decorations may only be displayed from December 1 until January 12.

DECK REPAIR AND STAINING/WEATHERPROOFING:

Deck repair and/or staining/weatherproofing will require an Improvement Application to be submitted to Apple Property Management for Board approval prior to any work being started. **When changing the color of your deck, the color must be in the medium brown to dark brown color range.** A sample of the intended color must be submitted with the Improvement Application for approval.

DISCONNECTING OUTSIDE WATER SPIGOT:

The owner is fully responsible for disconnecting the hose from the outside water spigot. All damages that are the result of not disconnecting the hose resulting in freeze damage to the condo unit(s) will be the full responsibility of the unit owner(s).

GRILLING:

As verified with the Washington Township Fire Department, no gas grills, charcoal grills or fire pits are permitted on decks or balconies. Electric grills are acceptable. Any gas or charcoal grill must be stored in your garage and moved out to the driveway for use. Grills must be at least 10' from any unit when in use.

GARAGE DOORS:

Doors Galore is the *suggested* vendor for garage door replacement. They offer several metal door options to choose from that have the wood grain appearance of the unit's current wood doors. Regardless of where you choose to purchase the garage door, an Improvement Application must be submitted to Apple Property Management for Board approval indicating the model you plan to purchase.

Doors Galore - 937-832-9797.

If you are unable to purchase a door with an exact color match to your unit, you will be responsible for painting the door **within 30 days after installation**. Below please find Sherwin Williams color information for each of the buildings. Be sure to advise them what quantity you need as these colors may be stored in the system as five-gallon containers.

- Nantucket Landing South Blue
- Nantucket Landing South Green
- Nantucket Landing South Brown
- Nantucket Landing South Beige

Should simple repairs be necessary to the exterior of your garage door, the above requirements still apply.

SALE OR RENTAL OF A UNIT:

Only one "For Sale" sign will be permitted per unit pending the sale thereof. Placement of the "For Sale" sign is restricted to one window of the unit. Open house signs may be used to facilitate sale of a unit, provided they are confined to the complex entrances and at the specific unit, and only during the time the open house activity is taking place. Open house signs may be placed on limited common area grounds with the consent of the affected Unit Owner.

Upon request, Apple Property Management will provide a statement of the unit fee status to the prospective buyer and real estate agents. Any fees or assessments payable prior to the sale of the unit will be the responsibility of the current owner.

Owners must provide buyers with mailbox and pool keys to avoid the buyer incurring replacement costs. Additionally, owners should ensure the buyer is aware of their mailbox number and the location of their mailbox.

Only one "For Rent" sign will be permitted per unit. Upon occupancy of the unit by a renter, the Association amenity privileges will pass to the renter. The Unit Owner will retain all voting rights and will be notified of all meetings of the Nantucket Landing South Condominium Association, Inc.

The Unit Owner will be held solely responsible for all costs associated with any repair and/or replacement of common area property damaged by the renter.

TRAFFIC MANAGEMENT:

The speed limit on all Association roadways is a maximum of 14 MPH. It is the responsibility of each resident to adhere to the posted speed limit at all times.

Except for loading and unloading, boats, campers, trailers, buses, commercial trucks, or motor homes are not permitted to be parked or stored anywhere in the common area. These vehicles must be parked on the Unit driveway or in the Unit garage.

Vehicle repairs are not permitted in the common areas except in emergency situations.

Operation of motorcycles, mopeds, and bicycles is limited to the paved roadways. Vehicles of this type must be stored in the vehicle owner's garage or driveway.

Guests and/or vehicles of residents may not block access to any road or driveway in the complex. Vehicles will be towed at the owner's expense.

Parked Vehicles Within the Community

Vehicles parking on an angle or parking on any portion of your neighbor's driveway will be subject to a violation.

Vehicles **must not be parked on the street** except in rare instances and then for no longer than 15 minutes; i.e. delivery vehicles.

Owners will receive a notice of violation for the first offense on either of the above and will receive an immediate violation with a fine of \$50 for any future violations.

ANIMALS AND PETS:

No animal (rabbits, livestock, fowl, or poultry) of any kind may be raised, bred, or kept in any unit or in the common areas or facilities of the Association. Dogs, cats, or other household pets may be kept in units subject to the following rules and regulations:

- Animals and pets are not permitted to be kept, bred, or maintained for any commercial purpose.
- Dogs are required to be on a leash at all times when outside the confines of the unit. **At no time are dogs permitted to run loose.**
- Pets are limited to two (2) per unit.
- **Pet owners are responsible for properly removing and disposing of all animal waste immediately from all common and limited common areas of the Association property.**
- It is the pet owner's responsibility to comply with all applicable state, county, and township laws regarding licensing and immunization of pets.

- Pet owners shall be required to repair any damage caused by their pet(s) to any common area located on the Association property. Should an owner, upon written notification by the Board of Directors, fail to perform such repairs in a timely manner, the Board of Directors may authorize repair of the damage at the expense of the pet owner.
- Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association.
- **Feeding geese, ducks, and birds is strictly prohibited.** Bird feeders are not permitted to hang in trees or in any location of the complex.
- Destroying goose nests, eggs, and inflicting harm to geese is against the law. If seen breaking this law, violators could be fined by the Association and/or required to pay all costs associated with the remedy required to remove a goose/egg/nest.
- Complaints regarding infractions of any of the above pet rules should be reported to Apple Property Management.

GARBAGE AND RECYCLING:

Garbage and recycling containers should be put out for pick up **no sooner than 24 hours prior to pick up day and removed within 24 hours after pick-up.** In the event pick-up day falls on a national holiday, containers may be put out up to 48 hours in advance.

When not out for pick up, garbage and recycling containers must be kept in the garage.

Leaving trash and recycling containers outside your garage will result in a notification of violation. Second notice will result an automatic \$50.00 fine for each offense with a two-day notification grace period. Repeat offenders will no longer receive a grace period.

In the event the above cannot be complied with due to vacation, family emergency, etc., notification should be given to Apple Property Management. In an effort to minimize the attraction of animal pests, such as skunks and raccoons, food waste must be placed in a bag in a **closed** container, preferably with a securable lid.

POOL:

The Association swimming pool, grounds, and facilities are for the sole use of Nantucket Landing South residents and their guests. Trespassers shall be subject to prosecution in accordance with state and local laws.

Since no lifeguard is on duty, all persons using the pool do so at their own risk. **Pool hours are from 10:00 a.m. to 10:00 p.m.** Use of the pool facilities outside of these hours is prohibited.

The pool shall be open and available for use starting Memorial Day weekend and ending on Labor Day.

The Board of Directors has decided to forego the number of guests a Unit Owner can bring to the pool. Some Unit Owners have family that visit with more members than were previously allowed.

Guests must be accompanied by a NLS resident at all times.

Children under 12 years of age must be accompanied at all times by an adult resident. Parents/guardians are responsible for the conduct of their children at all times.

Persons using the swimming pool must wear proper swimming attire. Cut-offs, jeans, shorts, etc., will not be permitted in the pool. Anyone with incontinence must wear leak-proof attire.

Items brought into the pool area (such as food and beverage containers, etc.) must be made of plastic or other non-breakable material. Radios are not permitted. The use of individual headphones is highly recommended out of consideration for others.

Diving, jumping, running, roughhousing, and other similar activities dangerous to health and safety are not permitted.

During busy times, discretion should be used with balls, fins, snorkels, floating devices, etc. Pool parties are not permitted except as organized and/or authorized by the Association Board of Directors.

The area within the fencing is a non-smoking area. Residents and their guests may smoke outside of the pool fence and must properly dispose of their cigarette butts.

All trash must be properly disposed of in the pool trash receptacles. It is each user's responsibility to clean up after themselves prior to leaving the pool area. Also, table umbrellas should be closed when you leave the pool and return chairs to their original location. Last person leaving the pool area should also ensure both restrooms are locked.

BUSINESS ON PROPERTY:

No industry, business, trade, occupation, or profession of any kind; commercial, religious, educational, or otherwise designed for profit; altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the Association property as prescribed in the Declaration and By-Laws. Conducting business on the property is defined by the Association attorney as having customers/clients making business transactions within the condo. Working from home is not considered as such.

GARAGE SALES:

Garage sales are not authorized on the Association property except on an Association-endorsed basis.

VIOLATIONS:

The violation of any of the Association Rules and Regulations shall be remedied in accordance with the Declarations. In order to ensure compliance with the Rules and Regulations, in those rare instances when a friendly reminder (**via email**) does not work, the Association Board of Directors has instituted the following schedule of fines for repeated violations:

<u>Event</u>	<u>Fine</u>
Initial notification of violation	No fine
Failure to comply within 3 days	\$50 fine
Monthly fine until violation is resolved	\$100 fine*

Written notices and fines will be assessed against the Unit Owner and will be communicated via email. In cases where the unit is rented or leased or otherwise not occupied by the titled owner, recovery of any assessed fines from the tenant is the responsibility of the Unit Owner. Failure to liquidate any outstanding fines and accumulated fine balances within 90 days may cause lien action to take place.

ADDENDUM A

BOARD OF DIRECTORS

President/Treasurer - Mary Giffen

m-giffen@hotmail.com

Vice President – Michelle Higgins

mlgabb@hotmail.com

Secretary – Tom Millhouse

tomm18434@gmail.com

Member - Susan Williams

susank1230@icloud.com

Member - Pam Yancey

pamyancey64@gmail.com

MANAGING AGENT

Apple Property Management, LLC
71 Rhoades Center Drive
Dayton, OH 45458

Mailing Address:
P.O. Box 752108
Dayton, OH 45475-1745

Ph: 937-291-1740

Fax: 937-291-1745

Property Manager:

- Gwyn (gwyn@applemgmt.com)

Second Contact

- Amy (amy@applemgmt.com)

ADDENDUM B

Owner must agree to the following before commencing installation of a satellite dish by signing below and returning this document to the Board of Directors, along with the completed Improvement Application.

The Association requires the satellite dish be mounted to building trim, deck, or via a pole mounted in non-mowing areas close to the owner's unit. Satellite dish installation is prohibited if it must be connected to or through the roof or siding on the building. No wires shall be strung along the roof shingles, through the gutters, down building siding, or on the trim of the exterior of the unit. Every effort must be made to enter the unit from the shortest distance possible and proceed inside the unit to the service point. Routing the service line under ground or using temporary attachments that do not damage the siding or trim are preferred. This proposed service line path must be identified in the improvement application.

Any deviation from the above requirements associated with satellite installation will be the sole responsibility of the Unit Owner to remedy immediately. *Prior to moving*, owners with a satellite dish must have it and all service lines removed and disposed of and any holes/attachments repaired and painted to match.

Owner: _____

Date: _____

Address: _____