

Management of Pinehurst Condominium

Apple Property Management is the managing agent for the Pinehurst Association. The management company functions under the direction of the Pinehurst **Board of Directors**. 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 Pinehurst Declaration sets forth various rules, regulations, and restrictions. The Board of Directors may also adopt various rules, regulations, and restrictions. Under the Declaration, the Board of Directors has the authority and the right to establish, change, and delete rules and regulations if they feel it is necessary and reasonable. **Each Unit Owner and Unit Resident should read and abide by Pinehurst Declaration and Bylaws. (They are binding, legal documents.)**

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 Pinehurst Association's insurance, and its cost is included in your monthly condo fees. The association's insurance policy has a \$25000.00 deductible.

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

Yes. The Association's insurance does not cover contents or any improvements (which are items that were not in the builder's original plans and specifications incorporated in the original purchase; i.e., wallpaper and upgraded light fixtures).

It is recommended that you have your insurance agent call the Association's insurance agent to determine what insurance coverage you need to carry to be sure you are adequately covered.

Each Unit Owner should carry liability coverage because the Association's liability coverage is limited to the common and limited common areas. The Association's insurance does not cover injuries 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 Areas

Common areas of Pinehurst include: lawns, walkways, driveways, roads, garage lights and lampposts, structure of the buildings, foundations, roofs, gutters, main and supporting walls, trees and shrubs, and the pool and pond area.

Building Care and Maintenance

Outside lights: The bulbs for the outside post lights and the lights on the garages will be replaced by Apple Property Management. If you notice a post light has burned out, or the garage building lights are out, please contact Apple Property Management.

Association Responsibilities: The Association will maintain, repair, and replace, to the extent deemed appropriate by the Board, the following:

1. Common Element. All Common Areas owned by the Association including amenities such as entrance features or signage and any buildings and equipment owned by the Association.
2. Living Units. The lawns, trees, gardens, shrubbery, pavement, fences, concrete walkways, walk lights and driveways, along with the exterior paint, roof, gutters, downspouts/siding, and any fencing within the Association. All outside painting and repair of rotted wood will be done by the Pinehurst Association.
3. Roofs, gutters, and downspouts: Report any leaks to Apple Property Management to issue a work order for repair.
4. Utility Service Lines. All utility service lines servicing more than one Unit or servicing a Common Area, including but not limited to water, sanitary and storm sewer, electric, fiber optic, cable, and phone, from the point such utility service line leaves its respective public main and up to and including the point that such utility service line connects to a point from which it proceeds to serve one Unit exclusively, whether within or outside the Living Unit, to the extent that such maintenance, repair, or replacement would otherwise be the responsibility of the Unit Owner and not any specific utility provider. (As stated in the Twenty Seventh Amendment).

Condo Living Unit

Anything located within your unit or furniture on the porch or patio of your unit is **considered private property. The Unit Owner is responsible for and expected to** maintain, repair, and replace at his/her expense, all portions of his/her unit and all internal installations in the unit, and everything which exclusively serves that unit. This would include interior wiring and plumbing.

Also, it is the responsibility of each Unit 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/herself or any guest or invitee of the Unit Owner or Unit Resident.

Examples:

A broken window: You, the Unit Owner, 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.

You have a water pipe break in the wall of your unit. For example, this could be your water spigot in your garage. Who pays for the repair and the water damage?

If the water pipe does not exclusively serve your unit, the Association 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 for the repair of the pipe and the damage.

Individual Responsibility: Each Unit Owner will maintain, repair, and replace at his or her own expense, all portion of his or her Unit, including:

1. All the space included in the boundary of the Unit including the decorated surfaces, paint, lacquer, varnish, wall paper, tile, and any other finishing materials applied to the interior surface of any perimeter walls, floors, and ceilings, specifically including any drywall damaged as a result of a roofing leak or due to the negligence of Unit Owner.
2. All windows, screens, and doors, including frames, sashes, and jambs and the space occupied thereby as well as the entrance ways and patios for the exclusive use of the Unit. This would include light bulbs for your porch and patio.
3. All internal installations such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit.
4. The air conditioning pad, compressor and lines conduit and accessories to the air conditioner (as stated in the Twenty Seventh Amendment).

Snow and Ice Removal for Main Streets and Driveways

Snow removal and salting will be done at 2+ inches. Factors in the removal will rely on communication between a board member, Apple, and the vendor. Every storm is different and depends on the time of day or night, when the storm is expected to end, wind, and temperatures.

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

RESIDENTS SHOULD TAKE GREAT CARE WHEN OUTSIDE AND BE ON GUARD FOR ICY OR SLICK AREAS ON ALL WALKS, PATIOS, AND DRIVEWAYS.

Lawn, Tree, and Shrub Care & Maintenance

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

The lawns are fertilized and treated for weeds and insects four to five times each year, depending on what the Board believes is necessary.

The grounds up to the foundation of your unit belong to the association.

If you wish to add additional landscaping around your unit, you must submit all requests in writing to the Board, c/o Apple Property Management, along with plans drawn out on the variance form. The Pinehurst Declaration gives the Board authority over the building and limited common areas. The maintenance and cost of maintenance for such additions are entirely the Unit Owner's responsibility; and this responsibility passes on to new owners when the unit is sold. The lawn care contractor will not maintain the additional landscaping.

Parking

The Pinehurst community has established a visitor parking policy. Parking on the main streets within the property is for **visitors only**. Each Unit Owner must park their vehicles in their garage. If there is an additional car or truck, it must be parked on Peachcreek. If there is an exception to this rule, it must be submitted to Apple, who will notify the Board of the circumstances and be approved for parking in the visitor parking for a short time. At no time may a vehicle be parked for any long period of time in the garage drive lane. This is considered a fire lane and must be free of traffic for emergency vehicles.

Exterior Changes to the Units

All exterior additions or changes must be first approved by the Board of Directors. Requests for exterior additions or changes **must** be made in writing on a variance form and submitted to the Board, c/o Apple Property Management. **To add or change storm doors, entry doors, patio doors, windows, satellite dishes, etc., you must first** have Board approval. This policy was adopted to help us maintain the uniformity and attractiveness of our community. Send all requests for additions or changes to Apple Property Management.

Contact Apple Property Management for Board-approved items and materials.

Selling a Unit

One realty company "For Sale" sign may be placed in a front window. "For Sale by Owner" signs or "For Rent" signs are **NOT** allowed. Open House signs may only be put out *during open house hours*.

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, Pinehurst Association Policies Document, etc.) are 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.

Going Away for Awhile

If you are going to be away, you should advise 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 64 *degrees* if you are going to be away during cold weather, even if it is only overnight. Also keep cabinet doors with pipes on an outside wall open. Turn off the main water supply valve and remember to turn off the circuit breaker to the water heater to avoid damage to the heating elements in case of leaking. Be sure to stop newspaper deliveries, etc., while you're away.

Pets

Policy allows for only two (2) dogs per unit and there is no size limit. If you have a cat you must sign off on an agreement that the cat will be in the home and not allowed to run loose outside. All Unit Residents are expected to abide by this policy. Dog owners are not to permit their dogs to bark excessively *at any time*, including when the owner is away. (Ask your neighbors if your dog barks while you're gone.) **Pets, including cats, are not permitted to run loose at any time.** They must be on a leash at all times and under control of the animal owner. Pets are not permitted to be tethered outside at any time. No chains, stakes, leashes, or visible fences are permitted in the common area and will be removed. Please report any unleashed pets to the Animal Control (898 -4457).

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

Pets are not allowed in the pond, pool, or tennis areas.

Trash

- Trash and recycle (every other week) service is included in your monthly condo fee.

Trash is to be disposed of in trash cans with a lid or plastic trash bags. **Loose trash is not permitted.** You must make special arrangements to have large items such as beds, chairs, etc. hauled away. *This will be an additional expense to you. Call APM for suggestions.*

Seasonal Decorations

Seasonal decorations are permitted in limited common areas only and must be removed by the end of the season. Decorations must be in good taste. The U.S. flag may be flown and must be kept in good condition; torn and tattered flags must be replaced.

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. Sheets, blankets, foil etc., are not permitted to be hung at the windows, even on a temporary basis. A short-term exception can be made for moving in and moving out, and for installing new window covering.

Miscellaneous

Water usage: Since your water usage is paid by the Association, it is very important that you repair any water leaks including dripping faucets and running toilets, **immediately**. Leaks and unnecessary water use leads to higher water costs. These additional costs will be assessed to the Unit Owner.

Speed limits within our community must be obeyed! All drivers are requested to adhere to the 15 M.P.H. speed limit signs that are posted on the property.

Loud noises, such as radio, stereos, TV's, parties etc., which are, or may become, annoyances to your neighbor should be minimized. Immediate action is to be taken to remedy the situation if you are notified of the annoyance. If your neighbors are creating noise to the point that it is an annoyance, call the Washington Township Sheriff at 225-4357.

Feeding of ducks and bird feeders: This is prohibited. Setting out seed or food attracts unwanted animals (squirrels, chipmunks, and skunks) on the property that have caused extensive damage to units and Common Areas.

Condominium Fees

The monthly condo 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% late charge being automatically assessed to your account.

Checks should be made out to Pinehurst Condominium, not to Apple Property Management.

If you would like your monthly fees to be automatically deducted from your bank account, contact Apple Property Management.

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

- Insurance on the exterior of the buildings and other common elements
- Common area maintenance
- Trash removal
- Lawn care, common area landscaping, and snow removal
- All water and sewer used at Pinehurst, including water and sewer used by the Unit Resident
- Administrative expenses
- Pool, pond maintenance, equipment and furniture

Since your monthly condo fees are necessary for the operation of the Association as described above, delinquent Unit Owner accounts will not be tolerated. When a Unit Owner's account becomes three (3) months past due, a lien will be filed on the unit *at the expense of the Unit Owner*. If an account becomes twelve (12) months past due, foreclosure action will be taken against the Unit Owner.

The Board recognizes that unfortunate circumstances may cause a Unit Owner to develop a past due account. In those cases, it is the Unit Owner's responsibility to communicate with Apple Property Management so that alternative 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 violations has been instituted by the Pinehurst Board of Directors:

<u>EVENT</u>	<u>FINE</u>
First Offense	Written Notice
Second Offense	\$100.00
Third Offense	\$200.00

Fines will be assessed against the Unit Owner. Apple Property Management will notify the Unit Owner when a fine has been levied. Payment of the fine is due with the first monthly condo fee payment that is due after receipt of the notification. A lien will be recorded on the Unit Owner's unit if the fines are not paid when due.

In the case of rental units, it is the unit owner's responsibility to ensure his/her tenants are aware of these governing documents and all rules and that the tenants abide by them. Fines incurred by the tenant will be assessed against Unit Owner, not to the tenant.

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

This Policies Document (Rules and Regulations), as well as the Pinehurst Declaration and By-Laws, apply to all Unit Residents, to all Unit Owners whether or not residents of Pinehurst, and to all tenants of Unit Owners. In the case of rental units, it is the Unit Owner's responsibility to ensure that his/her tenants are aware of these governing documents and that all tenants abide by them. Infractions by tenants are the responsibility of the Unit Owner to resolve and it is expected that the Unit Owner will take immediate corrective action.

Unit Owners may attend regular meetings of the Board of Directors if they wish to inform the Board of their particular concerns. The Unit Owners must advise Apple Property Management of their intention to attend the meeting five (5) days prior to the meeting in order to be placed on the agenda for the meeting. On the day of the meeting, the Board will receive the Unit Owner's comments at the start of the meeting. Following those comments, the Unit Owner will be excused from the Board's meeting and will be notified of the decision regarding their concerns.

REQUEST FOR VARIANCE

Exterior or Landscape Alterations

Printed Name of Unit Owner _____

Signature of Unit 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 show the nature, kind, shape, color, 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 in accordance with the standards set by the Board of Directors.

SPECIFICATIONS

Pictures-Landscape plan attached

Received By _____

Approved By _____ Disapproved By _____

Date: _____

Date _____

Pinehurst Association Pool Rules

UPDATED PINEHURST SWIMMING POOL RULES 2017

The swimming pool as with all recreational areas is provided for the explicit use of Pinehurst residents and their guests. This means that as long as the rules and regulations are followed, the pool will remain open for use. The Board of Directors and the Health Department reserves the right to close the pool immediately if it is deemed necessary to insure the safety of its residents.

Listed below are the current rules governing the use of the Pinehurst swimming pool:

1. The use of the pool is restricted to residents of Pinehurst and their guests ONLY.
2. Residents must accompany their guest(s) while at the pool at all times.
3. Residents are limited to two guests on holidays and weekends. No more than four guests are allowed without approved permission from management at all other times.
4. All children 14 and under must be under the direct supervision of a resident parent or guardian.
5. Infants must wear waterproof diaper cover-ups such as pampers.
6. Swimming attire shall consist of swimsuits and men's swim trunks only.
7. Towel dry before entering restroom area. Restrooms will be locked at 9:00 p.m. each night.
8. No glass containers or objects are allowed in the pool deck area. This includes containers whether glass, plastic, or tin in the water as well. The Health Department can order the pool closed for violation of this rule.
9. Remember this pool operates by self-monitoring – empty ashtrays, straighten and clean your area of all debris, trash, and put down umbrellas before leaving pool area.
10. No pets are allowed in the fenced pool area or in the pool. The Health Department can order the pool closed for violation of this rule.
11. If music is played, the volume must be such that it doesn't disturb others.
12. No running, no diving, no horseplay! Parents are responsible to control the children so as not to disturb others.
13. No blatant outward signs of affection are to be displayed at the pool, so as not to disturb others. (Keep it at home; this activity is not for public display).
14. No throwing of balls in the pool area. No flotation devices during crowded periods are allowed and please remove them from water when not in use.
15. No noise before 9:00 a.m. and after 10:00 p.m.
16. No swimmers under 18 before 9:00 a.m. and after 10:00 p.m. without the resident present.

The pool is for everyone to enjoy. If you are at the pool and you encounter any resident or their guests not following these rules, say something to them, and if this does not solve the issue please call Apple Property Management at 937-291-1740.

Any infractions of these rules will cause pool privileges to be restricted as well as the Pinehurst Fine Policy section of this document to be implemented. Please work together to help keep the pool clean and make it an enjoyable place to relax for all. Keys issued open the pool and tennis court for your enjoyment.
A replacement key is \$50.00.

CLUBHOUSE

A fee of **\$50.00** is paid to the Pinehurst Condominium to the Clubhouse Coordinator for a reservation.

A fee of **\$75.00** security deposit is requested for the key to the clubhouse. This deposit will be returned after the clubhouse has been inspected and is found that the house is left in the condition it was when rented. This means no property damage, emptying of trash, cleaning of rest rooms and floors. If furniture is moved, the furniture must be returned to where it was.

A reservation of the clubhouse does not allow the use of the pool at the same time.

No pets are allowed in the clubhouse.