

WYTHE PARISH HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS

- 1) **Agree to Comply:** Each unit owner, resident and guests agree to comply with rules and regulations approved by the Association and agree and consent to the Association's authority to enforce the rules and regulations, as provided by the Declaration and Bylaws.
 - a) Penalties for non-compliance: See Rule #17
 - b) Procedure for Disputes: See Rule #18
- 2) **Occupation of the Unit by non-owners**
 - a) Short and Long term Leasing is prohibited
 - b) Temporary Rentals like AirBnB rentals of any portion of a unit is prohibited.
 - c) Non-Owner Residents: Unit Owners agree to comply with the Wythe Parish governing documents which restrict occupation of the units to a single-family residence. Therefore, members of the unit owner's family may occupy a unit, not subject to a rental agreement. All unit owners shall complete an emergency contact form, identifying all residents living in the unit and their contact information. The form should be updated whenever the information changes and shall be given to any Board member, within 14 days of assuming residence in the unit, or when any change is necessary to keep the form current.
 - d) Non-owner residents and guests: Unit Owners are responsible for assuring that their guests and any non-owner residents follow these rules, and are liable for any costs associated with non-compliance by a guest or non-owner resident.
 - e) Proxy: Owners not occupying the units they own shall participate in Association governance or shall give their proxy, in writing, to the occupants of their unit, or to another unit owner with voting rights.
- 3) **Noise/Nuisance:** Any loud noise, odor or other behavior affecting use & enjoyment of any unit owner or which creates a nuisance is prohibited. Unit owners, residents and their guests shall be mindful of their neighbors right to quiet enjoyment of their residence and shall not have parties or loud gatherings that disturb that right. Under no circumstances shall a party or gathering of guests engage in any activity that extends past 9:00 PM on weekdays or 11:00 PM on weekends, or violates any public health law, government established curfew, or any criminal law including but not limited to "disturbing the peace", as prohibited by Centerville ordinance 648.09.
- 4) **Security Devices:** Unit owners may install security devices, such as ADT or Ring, but only in a manner which respects the privacy of all other unit owners.
- 5) **Guns and Weapons:** Any guns or weapons owned or maintained on the premises must be stored in a secure locked compartment designed for the safekeeping of that type of weapon.
- 6) **Architectural and Outdoor Requirements:**
 - a) **Changes to External Appearance:** Anything which changes the exterior appearance of any unit, including but not limited to fencing, exterior doors, antennas, satellite dishes, patio covers, shutters, mailboxes, railings, sheds or storage units must be approved by the Architectural Review committee and the Board. The requesting party must complete and submit the Architectural Improvement form with plans and specifications in sufficient detail to allow the approving committee or the Board of Directors to judge the visual impact of the changes. The changes must be approved before proceeding with the changes. As a condition of approval, the unit owner must obtain any legally required permits and shall agree, in writing, that it is the unit owner's responsibility to perform and pay for all maintenance needs of the item and to inform and obligate any buyer of their property to the same maintenance plan.
 - b) **Plants & Shrubs:** Unit Owners are allowed to plant shrubs and flowers in their limited common area, next to the foundation of their unit, and along existing fence lines including perennials & annuals in the front and back yards and edible plants in the back yards. Any flower or vegetable beds planted by a unit owner shall be mulched and

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maintained by the unit owner, and shall not be placed in a location that would interfere with an adjoining owner's limited common area, or hinder the landscape contractor's ability to service the common area. Unit owners must obtain permission from the Board before planting any shrubs or trees in the common areas, including the borders of common areas.

- c) **Signs:** No Signs of any kind shall be posted outside of any unit in the common areas or limited common areas, except those approved in advance by the Board or used exclusively for the sale of a unit. Window signs to celebrate holidays or to promote an affiliation or political view are permitted for temporary periods, not to exceed 6 weeks. Unit owners may post a "No Solicitation" sign in their window as permitted by [Centerville Code](#).
- d) **Fencing:** No existing fencing may be removed, and no additional fencing may be added without prior approval of the Board, and compliance with [Centerville fencing regulations](#).
- e) **Flags:** College or School affiliated flags may be flown outside the unit for short periods to celebrate championships or other special achievement, otherwise only the official flag for the State of Ohio, the U.S. flag or the National League of Families POW/MIA flag may be flown outside the unit. Proper etiquette for flag display shall be honored.
- f) **Windows:** Unit owners are responsible for any necessary window replacements, and may not change the structural design of any window without approval of the Board.
- g) **Decorations:** Holiday decorations should be compatible with the Williamsburg style of architecture, such as a single candle in each window for the Christmas season. All holiday decorations shall be safe and not damage the exterior of any building. The winter decoration season is Thanksgiving to January 10. Decorations displayed for all other holidays or events, such as Easter or the 4th of July shall be removed within one week after the date of that holiday.
- h) **Bird-feeders:** Unit Owners may maintain birdfeeders in limited common areas, so long as the animals and birds attracted to the feeders do not interfere with the quiet enjoyment of the neighborhood.
- i) **Laundry:** No clothes, sheets, blankets, laundry of any kind or other articles of personal property shall be hung out in a manner which exposes it to any other unit or any part of the common elements.
- j) **Trash/Rubbish:** The unit owner shall keep his or her unit and limited common elements free of debris, rubbish, packages, mail, newspapers or other unsightly materials. Trash receptacles must be stored inside the unit owner's garage at all times, except for trash collection day. The night before trash collection is scheduled, the unit owner may place trash cans and recycle containers in their individual driveway, and must return the containers to the garage within 24 hours after trash collection was scheduled. All packages, mail or other items delivered to and left outside an individual unit shall be picked up or removed from the outside within 24 hours of delivery.
- k) **Landscape lighting:** After approval by the Board, a unit owner may add solar or electrical landscape lighting to the limited common elements. Electrical lighting must be installed by a licensed electrician and proper permits and inspections must be obtained.
- l) **Patios:**
 - i) **Grills:** Unit Owners shall comply with the Ohio Fire Code which prohibits the operation of charcoal burners, gas grills or any other type of open-flame devices within 10 feet of a multi-family building. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number.
 - ii) **Outdoor furniture:** Any Unit Owner may place or store a reasonable amount of appropriate outdoor type furniture on any Limited Common Area reserved for the exclusive use of his or her Unit.

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- iii) **Canopies & Umbrellas:** Unit Owners may use free standing canopies or umbrellas over their patio area during the warm summer season. Board approval is required for any awnings mounted to the outside of the unit.
 - iv) **Firepits and Patio Heaters:** No patio area may be modified to add a permanent fire pit and no free standing firepits or fuel based patio heaters may be used.
 - v) **Hot-tubs:** Hot tubs may not be installed on any unit owner's limited common area without prior approval of the Board.
 - vi) **Planters:** Containers for growing vegetables, herbs or flowers may be placed on any unit owner's limited common area, so long as their placement does not interfere with any landscape or maintenance service provided by the Association. .
 - m) **Storage in or on Common Elements:** The Common Area or Limited Common Area outside any building is not to be used as a storage area, except to the extent approved by the Board. The Board may allow temporary storage by contractors, hired by the Board or property manager when necessary for the completion of a contracted service.
- 7) Vehicles, Trucks, Trailers, Boats, Storage Pods:**
- a) Inoperable and unregistered vehicles, and vehicles that are too large to fit into a single parking space such as commercial trucks, boats or recreational vehicles are prohibited.
 - b) Upon approval of the Board, unit owners may use temporary storage trailers for the purpose of facilitating moving into or out of their unit, so long as the temporary trailer does not stay parked on the premises for more than 7 days, and does not hinder the ingress or egress to any other unit.
 - c) All unit owners and residents are encouraged to be mindful of the parking needs of their neighbors. In the common area parking lots and on-street parking along Wythe Parish Street, unit owners, residents or their guests shall not occupy more than one space. Each unit is entitled to the sole use of the driveway in front of their unit and one parking spot adjacent to their unit. All vehicles shall display a placard or sticker issued by the Board which authorizes parking for a specific unit. Vehicles not displaying the authorized placard or sticker are subject to being towed.
 - d) In addition to fines for non-compliance with these rules, the Board may recover from the unit owner the cost of towing and offsite storage of any noncomplying vehicle parked by the unit owner or any person invited or authorized by the unit owner or non-owner resident to occupy or visit the unit. This section shall not apply so as to interfere with normal construction or repair procedures arranged by the Board in improving the Property, or so as not to interfere with maintenance or repair requirements.
- 8) Prohibited Activities & Compliance with State and Local laws**
- a) **Prohibited Activities:** Recreational activity on or in common elements or limited common elements such as skateboarding or other sports type activities that may impair the use, safety or enjoyment of any unit owner or which could lead to the destruction or unnatural deterioration of common elements is prohibited.
 - b) No illegal activity shall be conducted within any residential unit or in the common areas or limited common areas in violation of any local or state law including but not limited to local ordinances on zoning, home occupations, parking, pets, garage or parking lot sales, weapons, drugs, gambling, alcoholic beverages, marijuana use, fireworks, prostitution, graffiti, creating a nuisance or disturbing the peace.
 - c) Home occupations that require visitor parking is prohibited. Any home occupation must comply with [Centerville Municipal Code, 9.43](#) (pgs 272-273).
- 9) Garage or Parking Lot Sales:** Unit owners are permitted to have one garage sale per year, on the same day as the [city-wide garage sale day, organized by the City of Centerville](#). Unit

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owners shall give at least 7 days prior notice to all other unit owners of the date of the sale, and are encouraged to give neighbors an advance preview of the sale.

- 10) Smoke and fire detectors:** All unit owners shall maintain working smoke and fire detectors, and shall allow inspection by the Board, upon request.
- 11) Property Insurance:** All unit owners must maintain condo owner's insurance of sufficient value designed for casualty and property loss coverage for condominiums. Upon request, the Board may ask unit owners to produce proof of insurance. For any unit owner who fails to maintain insurance, the Board may issue a special assessment to that unit owner and use the funds to purchase insurance for that unit. Unit Owners should review their policy terms with their insurance agent to assure coverage of up to \$10,000 for a loss incurred as a result of the Board's decision to assess the unit owner for its insurance deductible amount when a claim is the result of the unit owner's negligence.
- 12) Snow Removal:** Unit owners shall keep the sidewalks and steps within their limited common area free of ice and snow so mail carriers can get to their mailboxes, and so that unit owners can reduce potential liability for slip and fall accidents. Any ice melt product utilized shall be a brand that does not breakdown blacktop, brick or cement, or harm pets.
- 13) Request for Maintenance or Repair:** Unit owners shall promptly notify the Board or the Property Manager of any needed maintenance or repair of the portion of the building and the common area and limited common areas for which the Association is responsible. Repairs will be made when the Board determines that it is the Association's responsibility, and will be prioritized based on safety, budget, legal requirements, prevention of liability, cost, availability of a service contractor and any other pertinent factors.
- 14) Pets:**
 - a) No unit shall house more than two pets (limited to dogs, cats, fish, rabbits and birds), unless approved by the Board, but only to the extent permitted by plat or deed restrictions or local ordinances, such as [Centerville Municipal Codes, Section 618.01 to 618.18](#).(pages 682-697)
 - b) No unit owner shall raise or maintain animals for personal consumption such as chickens or turkeys, in accordance with Centerville Municipal Code.
 - c) No unit owner shall feed, house or otherwise encourage any stray cats in the surrounding area.
 - d) All pet ownership shall be in compliance with state and local laws governing animals, including but not limited to [Centerville municipal code](#), (pages 682- 697)and Montgomery County [licensing requirements](#) and [health regulations requiring annual vaccinations, Centerville Code 618.11 \(pg. 692\)](#). Proof of licensing and vaccination must be provided to the Board, upon request.
 - e) No unit owner shall house a dog considered dangerous or vicious, as those terms are defined by the [Ohio Revised Code](#) or by case law and no owner shall house any dog declared dangerous or vicious without proof of insurance that covers the owner's liability for any injury caused by the dog.
 - f) Notwithstanding any other rule, any pet certified as a service or companion animal by a recognized service animal organization, and/or registered as an assistance dog with the county auditor is permitted.
 - g) Unit owners are liable and shall reimburse the Association for any costs associated with control of their pets, and for any costs to the Association for liability or liability insurance connected with the unit owner's pet.
 - h) Permitted pets shall not create unreasonable noise or odors which disturb occupants of any Unit, or create a nuisance or hazard of any kind as prohibited by Centerville Code, [618.07. \(pg. 691\)](#);

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- i) No pets may be kept in or upon any Unit for any commercial purpose, on either a temporary or permanent basis, with the exception of fostering a single pet for a temporary period on behalf of a non-profit organization such as Paws For Ability.
 - j) Permitted pets shall not run loose on any portion of the Property other than the Unit in which kept and any enclosed area of any limited common area reserved for the exclusive use of that Unit. While on any other common area, the pet shall be kept upon a leash or other similar physical restraint, under the control of the owner or keeper at all times, as required by [Ohio Revised Code](#).
 - k) Permitted pets shall not relieve body wastes upon any other unit owner's limited common area. The Owner and any other person having possession or control of any pet shall be obligated to immediately remove all body wastes deposited anywhere in the common area or limited common areas, including the unit owner's own limited common area.
 - l) It is understood that the enjoyment of the Property by all Owners and residents might be jeopardized by violations of these conditions; accordingly, the Board may contact the county dog warden for immediate action in accordance with law. Alternatively, the Board may require, based on the seriousness of the violations, that a pet be removed permanently from the Property, within a specified period of time.
- 15) Notices and Participation in Association Meetings:** The Board Secretary is responsible for notifying all unit members of any scheduled Association or Board meeting, and all meetings are open to all members, unless the notice specifically explains the nature and purpose of a closed meeting. All unit owners agree to participate in Association business and attend Association meetings in person, or through a proxy or agent, to the best of their ability. Unit Owners may request that a subject be added to the agenda of any regular or annual Association meeting or any Board meeting, by sending a letter or email to the Board at least 3 days in advance of the meeting.
- 16) Use of Current Technology:** All records, notices and communication of the Board and Management Company may be stored and disseminated through current computer and/or cell phone technology if determined by the Board to be a safe, secure, and effective method of record keeping and communication.
- 17) Fines, late fees, costs and procedure for non-compliance:**
- a) At the discretion of the Board, a unit owner may be fined, for any violation of these rules. A warning letter will be sent for the first offense, a fine of \$50.00 will be assessed for a second offense, and a fine of \$100.00 for a third offense. Each separate offense shall be subject to separate fines, for example, a fine can be assessed for each car that violates Rule 7(c). The Board has discretion to tow any vehicle in violation of these rules, and pass the cost onto the unit owner, as provided by Rule 7(d). Penalties for three or more offenses will be decided by the Board, and may include legal proceedings. Fines and penalties must be paid before the next monthly assessment, or the fine will be deducted from the assessment which will result in a late fee if both the fine and the monthly assessment are not timely paid.
 - b) Upon approval of the Board, any unit owner who is delinquent in paying monthly fees, assessments, fines, penalties, assessed lien fees or legal fees, shall lose all voting rights related to Association matters.
 - c) In the event the Board decides it is necessary to enforce any of these rules by mediation, arbitration or by Court action, all expenses and costs incurred by the Association in such a proceeding, including all collection costs, court costs, recording fees, attorney's fees, and paralegal fees, shall constitute an assessment against the Unit and shall be deemed to be a special individual Unit Assessment.

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- d) On an annual basis, the Board shall review and approve the Association's Collection Policy which shall include setting a reasonable amount as a late fee for any required monthly payment or special assessment paid more than 10 days after its due date. At the discretion of the Board, late fees can be compounded and interest can be charged on unpaid assessments, and liens can be reported to credit reporting agencies. The collection policy shall also set a maximum amount of unpaid fees, fines or penalties that if exceeded will trigger the Association's duty to file a lien and a maximum time for the lien to remain unpaid which will trigger the Association's duty to take steps to enforce the lien through legal action, including foreclosure as provided by Ohio Revised Code 5311.18. The policy for the current year is as follows

Monthly HOA payments due	1st of the month
HOA payments late	If not received by the 10th of the month
Late fee	10% of HOA fee
Lien to be filed	If amounts owed exceed \$1000
Lien to be enforced	If account is not paid in full within 12 months of date lien was recorded

- 18) **Conflict Resolution Procedure:** Any unit owner may challenge the Board's assessment of any fine, fee, penalty or special individual unit assessment by requesting, in writing, a mediation hearing to discuss the problem and work out an agreed upon resolution. The Board may appoint a neutral mediator to conduct the procedure, such as the Dayton Mediation Center, or refer the matter to a WPHOA Dispute Resolution committee for an informal hearing. Unit owners who pursue frivolous claims or disputes without merit may be charged with the cost of the resolution process, at the discretion of the Board. The Board also has the discretion to set up a mediation session for any disputes between neighbors, such as noise complaints, harassment, violation of privacy or any matter related to the unit owner's right to the use and enjoyment of their property.

19) **Rules Applicable to the Board of Directors:**

- a) **Keep unit owners informed:** The Board shall take reasonable steps to keep all unit owners informed of all actions under consideration by the Board, and all action taken by the Board, unless advised by counsel or required by law to keep the matter confidential.
- b) **Encourage participation:** The Board shall encourage all unit owners to participate in Association matters, including but not limited to attending meetings, participating on committees, and attending community wide events. Unit owners may add any item to the board or Association meeting agenda by sending a request to any member of the Board at least 3 days prior to the date of the meeting. All unit owners have the right to attend any Association or Board meeting and to participate in the meeting, by asking questions, expressing an opinion or asking that a roll call vote be taken for the record on any matter presented for a vote.
- c) **Notices:** Through the use of efficient and inexpensive technology, such as email, text or social media, the Board shall send timely notices to all unit owners of all Board meetings, and all community and business transactions occurring on the property. Notice of meetings shall include the agenda, including any expenditure up for approval at such meeting.

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- d) **Minutes:** Within a reasonable time after every board meeting, preferably within two weeks, the minutes of all meetings shall be distributed to all unit owners by email, including copies of any contract, bid, invoice or other document reviewed and considered by the Board.
- e) **Records:** Unless designated as confidential, through the advice of counsel, all Association records are open and available to all unit owners, and copies may be obtained after payment of the actual cost of reproduction. Potential buyers of any unit and/or their relator, should ask the current owner to obtain specific records for them by contacting the President or Secretary of the Association. All other questions from potential buyers should be submitted in writing, and answered by the Board in writing.
- f) **Seek unit owner approval:** The Board agrees to seek unit owner approval of any expenditure in excess of \$2000, or any continuing contract for repeat services, such as lawn care, trash collection, and property management unless already approved and included in the annual budget, or in the event of an emergency. Such expenditures may be approved by a majority of unit owners present at a Board meeting, after notice of the meeting is sent to all unit owners. When considering whether to charge separate fees to unit owners for their use of any amenity, including the pool, as allowed by the Ohio Condominium Act, the Board shall seek input from all unit owners and shall set fees based on the actual costs to maintain that amenity.
- g) **Contract Standards:** The Board agrees to seek competitive bids from all service contractors, if feasible, in order to assure that the best price is obtained for all Association contracts. The Board agrees to utilize professional contractors who provide written estimates, written contracts and fully itemized invoices which will not increase from the original estimate, without written approval of the Board. All written contracts will affirm the contractor's professional qualifications, that the contractor maintains workers comp insurance, and professional liability insurance. All contracts will guarantee that the work will be performed in a workmanlike manner, and material and labor will be guaranteed for a reasonable period, not less than 12 months from the date of completion.
- h) **Delegation:** Although the Board may delegate some of its duties to a Property Manager, pursuant to a written contract, the Board will continue to oversee and monitor all action taken by the Property Manager, and will not allow the expenditure of Association funds without documentation of Board approval.
- i) **Committees:** The Board will approve the creation of unit owner committees, will delegate responsibilities to such committees and accept recommendations and advice from such committees for the good of the community. Every unit owner is encouraged to participate in at least one committee. Ideally, the following committees will exist for the purposes described:
 - i) **Architectural Review:** Any unit owner who wishes to make exterior changes to their property must complete the Architectural Improvement Form and submit it to the committee for review. The committee shall make recommendations to the Board, which has final approval authority.
 - ii) **Dispute Resolution:** Any dispute between neighbors, or any dispute between a unit owner and the Board regarding a rule violation, fine, fee or penalty shall be considered at a hearing conducted by the committee. The committee will make recommendations to the Board, which has final authority to act on the dispute.
 - iii) **Bylaws and Rules:** The committee shall draft and/or recommend any changes or updates to the Association's governing documents.

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- iv) Maintenance:** The committee may recommend any needed maintenance issue, may assist with obtaining estimates and assist in reviewing completed work by contractors to assure quality workmanship.
- v) Social/Welcome:** The committee shall provide the New Owner Handbook to each new unit owner, and help answer or refer them to the appropriate person for questions about the community. The committee may create a regular newsletter, or maintain a private Facebook page or other social media platform for the distribution of community news.
- vi) Pool Management:** The committee will help organize spring clean-up and fall closing and shall assist in the duties required to maintain the pool in operating condition during the summer season.