

University Woods Condominium Owners Association

Rules and Regulations

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<u>Table of Contents</u>	<u>Page No^s.</u>
Welcome	1
Table of Contents	2
Introduction	3
Common Areas	4
Limited Common Areas	6
Condominium Association Responsibilities	8
Unit Owner Requirements and Responsibilities	8
Garages	9
Motor Vehicles	10
Parking	10
Traffic Rules and Regulations	11
Pets	11
Rubbish and Recycle Removal	11
Insurance	12
Mailbox Key and Lock	12
Sale Of Condominium Units	13
Rental Of Your Condominium Unit	13
Cable Television	14
Architectural Guidelines	15
Architectural Approval Procedure	16
Maintenance Fees, Lien Procedures and Cost of Collection	17
Complaint Procedure	18
Enforcement Procedures and Assessment For Rule Violations	19

1. **INTRODUCTION**

- a. The University Woods Condominium Owners Association (“the “Association”) is comprised of 51 Units. Unit address locations are on Chapel Drive and White Ash Court. The official mailing address is P.O. Box 145, Fairborn, OH 45324.
- b. The Association is located in Fairborn, Ohio and utilizes the services of the Fairborn Police Department, Fire Department, Service Department and Post Office.
- c. As a private Condominium Association, we are governed by our own Declaration, Bylaws, Rules and Regulations. The Board of Directors (the “Board”) consists of five (5) individuals who are Unit Owners and are elected by the Unit Owners at the annual meeting held during the first quarter of each calendar year. Board members serve without compensation and are responsible for making decisions affecting our condominium property on behalf of our Unit Owners. The Board members include a President, Vice President, Secretary, Treasurer and Member at Large and meet regularly throughout the year. Board members are elected for a three-year term and maintain a 2-2-1 staggered rotation such that not more than two members require formal election in one year.
- d. The Board, on behalf of the Association, retains the services of either a single Property Manager or Property Management Company (hereafter referenced to as “PM/C”) to carry out the Board’s decisions and directions with respect to maintaining the property, performing day-to-day operations, overseeing adherence to the Board-approved Rules and Regulations and when required, accessing fees to the Owner for violations thereof, and communications with contractors and vendors performing Board-approved work.
- e. A Unit Owner should first communicate with the PM/C concerning property maintenance, adherence to the Association’s Declaration, Bylaws, Rules and Regulations and questions of a general nature. It is acceptable to initiate communications with the PM/C through email or telephone, but you may be asked by the PM/C to follow-up in writing depending upon the topic.
- f. The Unit Owners should communicate directly with the Board for specific questions on the Association’s Declaration, Bylaws, Rules and Regulations or to report a difficulty you are having with the PM/C. It is acceptable to initiate communications with the Board through email, but you may be asked by the Board to follow-up in writing depending upon the topic.
- g. It is not the Board’s obligation to discuss rule violations with your Tenant(s); the Board only communicates with Unit Owners. Unit Owners must deal directly with their Tenant(s).
- h. A Unit Owner is considered in “good standing” when s/he is current on all fees, assessments, has no Board-approved disciplinary actions assessed or pending against them and has a completed, current Occupancy Form on record with the PM/C. Only Unit Owner’s in good standing are allowed to vote at an Association Meeting or be elected to/maintain a seat on the Board.
- i. A master policy for insurance coverage is purchased by the Association

specifically for common areas (See #12 below); Owners are responsible for their own coverage.

- j. The Association and the PM/C do not have the responsibility for law enforcement at the University Woods Condominium Association. The responsibility for dealing with suspicious and/or criminal activity remains exclusively with the City of Fairborn Police Department (937) 754-3000, and it is the Unit Owner and/or occupant's responsibility to report such activity to the authorities.
- k. Good Neighbor Policy
 - i. The Associations' Declaration, Bylaws, Rules and Regulations outline the standard of living residents may reasonably expect from our condominium environment. These documents are designed to protect the rights and enjoyment of each Owner, their Tenant, occupant and guest. However, policy and procedure cannot replace courtesy and the need to effectively communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other in a non-threatening way can achieve quicker results in a friendlier fashion. Our Association documents and governance structure are our foundation and while processes are in place to address adherence to those documents, a simple discussion may resolve a concern or misunderstanding on the spot.

2. COMMON AREAS

The common areas consist of everything but the individually owned condominium Unit. The common areas are for the use and enjoyment of all Owners and everyone is required to be considerate in their use of the areas. The regular repair and maintenance of all of the common areas is done at the Association's expense except as otherwise explained in the Declaration, Bylaws, Rules and Regulations.

General Rules

- a. Littering and loitering are prohibited.
- b. All damages to the common areas caused by a Unit Owner, Tenant, occupant, guest and/or their pet must be repaired or replaced at the expense of the Unit Owner, who may then seek reimbursement from the Tenant or guest.
- c. All items left unattended in the common areas may be removed and stored by the Board at the owner's expense.
- d. Any noise which distracts or disturbs others is prohibited. Unit Owners, Tenants, occupants and guests must refrain from any activity which creates a nuisance. If someone is creating a nuisance, contact the local law enforcement.
- e. Each Unit Owner must report to the PM/C the need for any repairs of

common areas of the condominium property which are the obligation of the Association to maintain. It is acceptable to initiate communications with the PM/C through email, but you may be asked to follow-up in writing depending upon the topic, and mail to the Association at P.O. Box 145, Fairborn, OH 45324.

- f. Unit Owners, Tenants, occupants and guests must not give work instructions to any Association service contractor, such as a landscaper, painter or snow plow operator, who is performing work in accordance with the contractual agreement approved by the Board. All service contractor requests must be put in writing, signed by the Unit Owner and mailed to the Association.
- g. Signs or other advertising of any nature are prohibited upon any portion of the condominium property, except for one security protection sign that may be placed on the front door or front door window and/or affixed to a 12 inch marker post provided by a professional security company and placed adjacent to the front stoop so as not to impede grass cutting, and as specified in #3e, #14d,c and #15b below.
- h. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned immediately by the Unit Owner, Tenant, occupant or guest. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the Unit's garage or off the Associations property.
- i. Unit Owners, Tenants, occupants and guests must not pour, or allow to spill, any oil, solvent or other volatile or flammable material into the storm sewers or within the common areas.
- j. Vehicle repairs, including oil changes, are prohibited on condominium roadways, parking areas, and driveways.
- k. Lawn ornaments and/or lawn furniture must not be placed in common areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.
- l. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a resident's personal property in common areas.
- m. While outside activity is encouraged, playing games that impede vehicle traffic and/or resident traffic or safety is prohibited on all common areas, such as driveways, grass, landscaping and parking areas. Caution, common courtesy and common sense must dictate the nature, intent, reasonableness and timing of the outside activity.
- n. Recreational equipment which cannot be returned to the interior of the Unit each nightfall is prohibited, with the exception of the seasonal exclusions specified in #3i below.
- o. Skateboard use and skateboard ramps are prohibited from the condominium property in accordance with Fairborn City ordinances.
- p. The riding of bicycles, snowmobiles and other motorized/non-motorized vehicles is prohibited on grass areas and common areas and must be stored in a garage, with the exception of the seasonal exclusions specified in #3i

below.

- q. Vehicles with expired tags, flat tires and/or expired registrations will be towed at Owner's expense.
- r. "Quiet Hours" are in effect from 10:00 PM through 6:00 AM; activities that create or require noise level greater than a normal conversation is prohibited in all common areas during those hours.

3. LIMITED COMMON AREAS

Certain parts of the common areas are built and designed specifically for each individually owned condominium unit. These are designated common areas because they are owned by all Unit Owners in common and the Association has control over how they are to be maintained. Their complete designation is, however, "limited common areas" because they are limited to the use of one condominium Unit. Maintenance and repair become the expense of the individual condominium Unit Owner. Examples include Unit windows and doors, central air conditioning equipment serving only one Unit, stoops and patios.

- a. Limited common areas are limited to the use of a particular Unit.
- b. Unit Owners are responsible for the maintenance and repair of their limited common areas.
- c. Clotheslines and hanging of cloths outside a Unit are prohibited.
- d. Individual garage, yard or patio sales are allowed two (2) times per calendar year but a Unit Owner and/or Tenant must first fully satisfy the following four (4) conditions before conducting the activity:
 - i. At least fourteen (14) days in advance, a Unit Owner and/or Tenant must notify the PM/C of the proposed date, time and location that the garage, yard or patio sale will be held and names and contact information of people participating in the sale.
 - ii. The PM/C will ensure, with the Board's concurrence, the proposed date does not interfere with any Board approved pre-planned maintenance, repair or upkeep activity. If the proposed date requires changing the PM/C will notify the Owner and/or Tenant that the proposed date is unavailable and when the pre-planned maintenance, repair or upkeep activity is scheduled to be completed so a new date can be planned for. If the proposed date is acceptable, the PM/C will notify the Unit Owner and/or Tenant of the same.
 - iii. Once the Unit Owner and/or Tenant receive a PM/C agreed-to date, the Unit Owner and/or Tenant are required to sign a Board-approved Garage/Yard/Patio Sale Form acknowledging that they assume full responsibility for the actions of both the participants who assist with the sale and the customers attending the sale; the signed form must be provided to the PM/C.
 - iv. After the Unit Owner and/or Tenant receives confirmation from the PM/C that the proposed date is acceptable and the Garage/Yard/Patio

Sale form is signed and received by the PM/C, the Unit Owner and/or Tenant must obtain a license from the City of Fairborn for that specific day of the sale.

- e. Sign and Flag Display: Only one flag, not larger than three (3) foot by five (5) foot is allowed per Unit at a time in a window, on a door, patio or on the exterior of the building so long as it is attached to wood trim only. Signs and Flags must immediately be removed/replaced once it is worn, faded and/or tattered; the display restrictions are as follows:
 - i. One American Flag (3'x5') can be displayed at any time.
 - ii. One United States Military Service Flag (Army, Air Force, Navy, Marines) can be displayed at any time.
 - iii. One Professional/Collegiate sports team (e.g., Ohio State, Cincinnati Bengals, Columbus Blue Jackets) can be displayed only on the day which they play a regularly scheduled game ("Game Day") and then withdrawn that night after the game is completed.
 - iv. One holiday flag/banner such as Valentine's Day, St. Patrick's Day, etc., is permitted on the holiday only and then withdrawn that night.
 - v. If a Unit Owner and/or Tenant has fully satisfied the four (4) conditions pertaining to garage, yard or patio sales noted in #3 above, one (1) professionally printed garage/yard/patio sale sign, up to 24 inches by 30 inches, may be placed in the Owner's yard adjacent to the location the sale will be conducted and one (1) professionally printed garage/yard/patio sale sign, up to 24 inch by 30 inch, at the entrance of the development. All signs and items used in and for the sale must not be present nor displayed in the common and/or limited common areas before 8:00 AM, and must be removed from the common and limited common areas by 8:00 PM that same day.
- f. Yard statuary, including holiday and seasonal types may not be displayed in front of a Unit or along the side of a unit if it is visible from the street.
- g. Broken windows, torn screens, damaged front doors or damaged garage doors must be repaired immediately by the Unit Owner at his/her expense.
- h. Architectural uniformity and color consistency require Unit Owner's to adhere to a prescribed set of architectural and color considerations. As such, no changes may be made in the color of a Unit's exterior entry and garage doors, or window shutters without the expressed written approval from the Board.
- i. Patios and decks shall not be used as permanent storage areas except for outdoor furniture, one storage container specifically designed for the storage of outdoor furniture cushions and one gas/charcoal grill. Spring/Summer/Fall seasonal items (March through October) to include bicycles, planters, birdbath/bird feeders, a watering hose stored in a water hose container and outside children's toys are allowed only if they are kept neatly on the patio, adjacent to the Unit's back wall. Note: a determination of "neatly on the patio" ultimately will be the PM/C and Board's decision if one is required.

4. CONDOMINIUM ASSOCIATION RESPONSIBILITIES:

- a. The Association, to the extent funds are available for the same, shall reasonably obtain, maintain and/or repair the following:
 - i. Building exterior, foundation and roof.
 - ii. Driveways and parking areas.
 - iii. Utilities, which are not separately metered.
 - iv. Common area cleaning.
 - v. Common area insurance.
 - vi. Gutters and downspouts.
 - vii. Grass cutting, fertilizing and reseeding of lawn areas.
 - viii. Care and maintenance of common area trees and bushes.
 - ix. As directed by the City of Fairborn, sidewalks within the Association property.

5. UNIT OWNER REQUIREMENTS AND RESPONSIBILITIES

- a. The Unit Owner is always responsible and accountable for their Unit, irrespective of who resides within it. The boundaries of the individually owned condominium Unit and everything within these boundaries, built and installed for the exclusive use of said Unit is the Owner's responsibility to maintain and repair.
- b. Units shall be occupied and used for single-family purpose only as private dwellings for Owners, their families, Tenants and guests.
- c. The Unit Owner is also responsible for the Tenant/occupant if the Owner has leased the Unit. Unit Owner responsibilities include but are not limited to:
 - i. Interior of the Unit.
 - ii. All exterior doors, door screens, windows, and window screens.
 - iii. Garage space including garage doors and their mechanisms, tracks, springs, cables, locks and automatic door opener (if any).
 - iv. All heating, cooling and ventilation equipment and pad for air conditioning compressor unit.
 - v. Exterior water faucet and electrical outlet serving the individual condominium unit.
 - vi. Patios decks and stoops.
 - vii. Utilities separately metered for the unit and utility service line connections exclusive to the unit.
 - viii. Insurance for the private Unit Owner and/or resident/Tenant coverage.
 - ix. Plantings installed by an Tenant/occupant
 - x. Individual mailbox key and lock
 - xi. Replacing burned out light bulbs in exterior light fixtures attached to the condominium Unit: front light--a White, 60 Watt or equivalent maximum light bulb; back patio: a White, 60 Watt or equivalent maximum light bulb or Yellow, 60 Watt or equivalent maximum "bug" light bulb.
- d. Exterior modifications to the Units, garages, the buildings or the grounds are

- prohibited without obtaining prior, written approval from the Board.
- e. Installation of wiring for electrical, telephone, television systems, air conditioning, machines or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited without written approval from the Board.
 - f. Decorative lights may not be affixed to the exterior of any Unit or building. Christmas holiday lights are allowed on the shrubbery and may be displayed from Thanksgiving Day through January 3rd. Decorative items commensurate with federally recognized holidays may be displayed on a door, a flag holder or doorknocker seven (7) days preceding the holiday and removed within three (3) days after the holiday.
 - g. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any Unit.
 - h. The use of blankets, sheets, etc., as a covering is prohibited even as a temporary window covering.
 - i. Window air conditioning units are permitted in upstairs windows on the rear of the Unit.
 - j. Nameplates of any type are prohibited.
 - k. Statuary, birdbaths and other items are not permitted to be displayed in front of any condominium unit or in any lawn area; planters are allowed on the front porch.
 - l. Installing reflectors, basketball hoops or other recreational equipment, light posts, or flagpoles in common or limited common areas is prohibited.
 - m. Exterior lighting must not be directed in such a manner as to create an annoyance to other residents.
 - n. Structures such as storage sheds, swimming pools, animal shelters, carports, hot tubs or gazebos are prohibited.

6. GARAGES

- a. Garage doors should be closed when not in use.
- b. Only minor maintenance to motor vehicles may be done in a garage. Bodywork, welding, noisy activity or repairs which may result in fluids running into the driveway are prohibited.
- c. Storing flammable or hazardous items in a garage or on common areas is prohibited.
- d. The driveway/garage should be used as the primary parking space.
- e. Owners are responsible for the maintenance, repair and replacement of their garage doors/automatic garage door opener mechanisms, tracks, springs, cable, locks and battery-operated openers.
- f. Maintenance, repair, upkeep and/or replacing a garage door are a Unit Owner's responsibility. See #18d below for additional requirements.

7. MOTOR VEHICLES

- a. Buses, Mobile and/or Motorized homes are prohibited from being parked within Association property; Note: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the Unit's driveway/designated space for a period not to exceed twenty-four (24) hours.
- b. Trailers, boats and recreational vehicles are prohibited unless parked within the confines of a garage at all times while on the condominium property.
- c. Motorcycles are allowed if parked within a garage, on a driveway or a Unit's designated parking space.
- d. Trail bikes and snowmobiles are prohibited from being operated on the condominium property.
- e. All vehicles with designed exhaust systems which disturb other Unit Owners, Tenants or occupants are prohibited.
- f. Moving vans are permitted to be temporarily (less than 24 hours) parked on the street if the flow of traffic is not obstructed.
- g. Vehicle repairs are prohibited in parking areas and on Unit driveway space.

8. PARKING

- a. Residents--which include Unit Owners, Tenants, occupants and guests, with garages are encouraged to use the garage as the primary parking space; residents with assigned parking spaces are encouraged to use those assigned spaces as their primary parking space.
- b. Anyone parking in a designated parking spot that was not designated for them is in violation of the Rules and Regulations, and may have their vehicle towed at their expense.
- c. If the resident has more than two vehicles, the extra vehicles must be parked on the Unit's driveway space, in front of the garage door and/or on the street.
- d. Blocking sidewalks is prohibited and is cause for the vehicle to be immediately towed at the Owner's expense.
- e. Parking on any grassed or lawn area is prohibited.
- f. Parking in areas designated as a fire lane is prohibited. All common driveways are designated fire lanes.
- g. When entertaining several guests for a specific function, the resident should advise guests to park on the street.
- h. Parking within 12 feet of a mail pedestal is disruptive and discouraged because the US Postal Service will not deliver mail if the mail delivery vehicle cannot—both safely and with no obstructions, maneuver in front of the mail pedestal. Unit Owners, Tenants and guests are asked to be considerate to the community and not obstruct the mail pedestals.

9. TRAFFIC RULES AND REGULATIONS

- a. Chapel Drive and White Ash Court are public roads and posted speed limits must be followed; the speed limit in the Association-owned property is 15 M.P.H. and all vehicles must observe this speed limit.

10. PETS

- a. No animals of any kind shall be bred, raised, kept or maintained for any commercial purpose in any Unit or the common or limited common areas.
- b. Dogs, cats, rabbits, reptiles or other generally accepted household pets can be kept subject to Rules and Regulations adopted by the Association provided that they are not bred, raised, kept or maintained for any commercial purpose.
- c. Non-domesticated animals, livestock and fowl are not allowed to be bred, raised, kept or maintained on the property at any time.
- d. All animals must be licensed for Greene County and comply with all local ordinances (e.g. no “dangerous” breeds allowed such as a Pit-bull).
- e. Only one pet per Unit is allowed; dogs must weigh less than 25 Pounds.
- f. All pets are to be leashed/caged and physically controlled at all times by a designated person when outside of a condominium Unit.
- g. Pets must not be permitted to run loose on the condominium property.
- h. No pet shall be tied, tethered, fenced, housed or otherwise kept outside a condominium Unit at any time.
- i. Pet owners shall be held liable for all damages caused or incurred by their pets to any common property including, but not limited to shrubs, bushes, trees and grass and to any person on Association property.
- j. Pet owners are responsible for immediately picking up after their pets.
- k. Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Association property upon seven days (7) written notice from the Board and/or PM/C.
- l. Violations to the pet policy noted above may result in an assessment fee (See #21d.ii below)

11. RUBBISH AND RECYCLE REMOVAL

- a. Waste Management, Inc. provides rubbish removal service and recycling.
- b. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to Waste Management.
- c. For the general health and welfare of all residents, rubbish is to be placed and stored in solid rubbish containers and kept securely covered with lids; openly visible/unsightly materials are prohibited.
- d. Rubbish and recycle containers must be kept inside the garage or on the back patio area at all times and not stored in front or at the side of the Units; Units perpendicular to Chapel Drive can store their solid rubbish container against the fence row.

- e. Containers must have the Unit number legibly displayed on the side.
- f. Rubbish and recycle containers are to be placed on the street the night before, or morning of, rubbish/recycle pickup day. Rubbish and recycle containers must be picked up and returned to the garage or back patio area by 6:30 PM the day following actual rubbish/recycle pickup.
- g. A resident may call and employ a service company or contractor of their choice to haul away large items of rubbish at their own expense.
- h. Nothing is to be placed in front of the Units until the scheduled pick up date.
- i. An assessment fee may be charged to the Owner if containers/left-over items are not removed by 6:30 PM the day following when trash/recycle is picked up (See #21d.iii below).
- j. If a Unit Owner, Tenant or occupant has a special circumstance that may, at a future date, violate the restrictions listed above, they are encouraged to contact the PM/C to discuss options and see if an agreeable resolution can be made.

12. INSURANCE

- a. As a condominium property, a master policy for insurance coverage is purchased by the Association specifically for common areas.
- b. Each unit Owner, Tenant and occupant must obtain insurance at their own expense affording coverage upon their Unit, personal property and for their personal liability. The Board recommends having your personal insurance agent review the Declaration, Bylaws, Rules and Regulations.
- c. If your insurance agent has questions about the Association's master policy, contact the Association's Agency: State Farm Insurance, Richard Keller, (937) 890-2880.
- d. Only the Board may file loss claims against the master policy.

13. MAILBOX KEY AND LOCK

- a. "Cluster Boxes" (i.e., mail pedestals) are used by the US Postal Service for each Unit's mail service.
- b. The individual mailbox key and lock are the responsibility of the Unit Owner.
- c. Contact the Fairborn Post Office at (937) 879-9522, or a locksmith of your choice, for repairs and/or replacement.

14. SALE OF CONDOMINIUM UNITS

- a. All Unit Owners must notify the PM/C in writing of any changes in occupancy within thirty (30) days of such change using a fully completed Occupancy Form.
- b. One (1) professionally printed "For Sale" sign is permitted inside one (1) window or a professionally printed 24 inches by 30 inches sign on the lawn in front of the Unit. Homemade signs are prohibited.

- c. One (1) professionally printed “Open House” sign is permitted in front of the Unit and at the entrance of the development from 6:00 AM to 6:00 PM three (3) days prior to the day the Open House is conducted.
- d. Upon executing a purchase or sales agreement, the Unit Owner or his/her Realtor will, within fifteen (15) days:
 - i. Notify the PM/C to make arrangements for a maintenance fee update letter and certificate of insurance for the Buyer.
 - ii. Provide the Buyers name, address, phone number and Mortgagee.
- e. If requested by the Unit Owner, the PM/C may coordinate the paperwork with banks, realtors, appraisers and escrow agents.
- f. The Selling Unit Owner is responsible for providing the following information to the Buyer before closing:
 - i. Copy of the Declaration and Bylaws.
 - ii. Copy of the Rules and Regulations.
 - iii. Disclose to the new Unit Owner any exterior architectural changes or improvements that are the responsibility of the Unit Owner to repair or maintain.

15. RENTAL OF YOUR CONDOMINIUM UNIT

- a. All Unit Owners must notify the PM/C in writing of any changes in rental occupancy within seven (7) days BEFORE of such change using a fully completed Occupancy Form.
- b. One (1) professionally printed “For Rent” sign is permitted inside one (1) window or a professionally printed 24 inches by 30 inches sign on the lawn in front of the Unit. Homemade signs are prohibited.
- c. Renting or leasing a Unit for transient or hotel purposes, as defined as periods of less than thirty days (30), or hotel, laundry and similar services, or roomers/borders, is prohibited.
- d. The Unit Owner is responsible for making the Tenant aware of the Declaration, Bylaws, Rules and Regulations of the Association.
- e. The Unit Owner is responsible for Tenant violations of the Declaration, Bylaws, Rules and Regulations. The Unit Owner shall be responsible for rule violation assessment fees and all other damages and any recourse the Owner may wish to take against a Tenant who is in violation.
- f. The lease document must be in writing and contain a clause making it subject to the covenants and restrictions in the Association Declaration, Bylaws, Rules and Regulations. NOTE: Failure to include this clause does not indemnify the Unit Owner from any assessed fees or legal action taken by the Board against the Owner for Owner/Tenant/occupant actions.

16. CABLE TELEVISION

- a. Cable television is a private agreement between the Unit Owner, Tenant and/or occupant and the cable company, at the Owner’s/Tenants/occupants

- expense.
- b. Arrangements for the installation and/or disconnection of service are a Unit Owner and/or Tenant/occupant responsibility.
 - c. When cable service is disconnected, the Unit Owner must make sure there are no exposed wires and that service lines are properly secured against the building for future hook ups.
 - d. All wires connecting to the utility must be buried underground at the Owner's expense. Cable wires accessing the Unit from the cable box affixed to the Unit should be run through the crawl space, within the "J" channel on a corner or another similarly "concealed" method such that the cable wires are not readily visible (e.g., long horizontal runs not concealed by siding). Additional outlet runs must also be concealed and not visible.
 - e. The Unit Owner may be assessed a fee for improperly run cables and will be required, at their expense, to correct the problem to the Board's satisfaction (See #21d.iv below).
 - f. Satellite Dishes:
 - i. The Unit Owner is responsible for the installation, maintenance and upkeep of a Satellite Dish irrespective of who occupies the Unit.
 - ii. Violation of any guidelines contained within #16 may result in the Owner receiving an assessment fee and the Owner will be required, at their expense, to have it properly re-installed to the Board's satisfaction (See #21d.v below).
 - iii. Installation of any satellite dish/antenna on, attached to, or extending into the common areas is prohibited. Attachment to the exterior siding of a Unit or any roof areas is strictly prohibited. Any Owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must comply with the following guidelines and submit the Questionnaire and Waiver and Release Form available from the PM/C.
 - iv. Location of Dishes:
 - 1. All dishes must be installed indoors (e.g., in the attic) unless acceptable quality signals cannot be received. If it is necessary to install outdoors, then the dish MUST be installed within the Owner's limited common areas provided, however, that installation on or in any back or front stoop, air conditioning equipment or concrete pad or deck, or any other utility lines or equipment is prohibited for safety reasons. Dishes may not encroach upon the common areas or another Owner's limited common areas or unit. Dishes shall not obstruct access to any Unit. Dishes must not be visible from the front of the unit.
 - v. Installation of Satellite Dishes:
 - 1. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the common or limited common areas.

2. All installation shall take aesthetic consideration into account. Dishes and all associated equipment and wiring shall be painted to match the color of the structure they are adjacent to or attached to.
3. The installation shall not impair the integrity of the building. There shall be no penetrations of the limited common areas. The following guidelines shall be used:
 - a. Devices that permit transmission of telecommunications signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring.
- g. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes, industry standards and the Board's satisfaction. The Owner is responsible for any degradation to, and the maintenance and repair of, any penetration into the outside surface of the Unit.

17. ARCHITECTURAL GUIDELINES

- a. In order to create exterior uniformity, preserve the integrity, and establish common guidelines and standards for improvement projects with the Association, the following rules have been enacted and apply to ALL requests for exterior modifications:
 - i. A written request for any type of modification to the exterior of the Unit, common or limited common area, must be submitted to the Board, in writing, for review and disposition. Written approval must be obtained from the Board PRIOR to commencement of any project. Failure to receive PRIOR Board approval will require the Owner to return the Unit to its previous status at their own expense and result in a rule violation assessment fee to the Unit Owner whether or not the request subsequently receives Board approval (See #21d.vi below).
 - ii. Following written approval from the Board, it will be the Unit Owner's responsibility to secure necessary building permits, to obtain approval from the City of Fairborn, and to ensure conformity to jurisdictional codes as well as the Association. A copy of the building permits must be submitted to the Board before the initiation of construction.
- b. Once material for the exterior modification is placed on the condominium property, the work must begin and continue through completion within a reasonable period and in a reasonable manner that will not detract from property appearance, or inconvenience neighbors and/or Association service contractors.
- c. In the event damage occurs as a result of any modification, addition or change to the exterior of the building or to any common area of the condominium property, repairs must be made immediately at the Unit Owner's expense and to the satisfaction of the Board.
- d. If the landscape/lawn service contractor deems it necessary to charge more

as a result of the modification made by a Unit Owner, this charge will be assessed back to the specific Unit Owner on a recurring basis.

18. ARCHITECTURAL APPROVAL PROCEDURE

- a. Storm Doors:
 - i. Installation of a storm door is prohibited without PRIOR, written Board approval and must be a full view door.
 - ii. Door frames must be White or Beige (uniform with the Unit cluster).
 - iii. Glass must be clear.
 - iv. Maintenance, repair and upkeep of the storm door is the Unit Owner's responsibility.
- b. Replacement Windows:
 - i. Installation of replacement windows is prohibited without PRIOR, written Board approval, except in the case of damage where an exact like-for-like replacement would be made.
 - ii. Windows, when replaced by the Unit Owner, must be identical in appearance to the existing windows.
 - iii. An upgrade in quality of windows will be approved providing replacement windows are identical in appearance to the existing windows.
 - iv. Maintenance, repair and upkeep of windows is a Unit Owner's responsibility.
- c. Front and Back Door replacement:
 - i. Replacing doors is prohibited without PRIOR, written Board approval.
 - ii. Sliding doors must be identical in overall appearance with the Unit cluster (i.e., White or Beige frame and full glass; adjustable privacy blinds imbedded between the glass panes is approved); Replacement French Doors are permitted.
 - iii. Maintenance, repair and upkeep of the front and back doors are a Unit Owner's responsibility.
- d. Garage Doors:
 - i. Any changes in garage doors are prohibited without PRIOR, written Board approval.
 - ii. Garage doors, when replaced, must be replaced with a model approved by the Board and be steel clad and pre-painted to match the existing color of the adjacent Unit/Unit Cluster.
 - iii. The Unit Owner is responsible for maintaining and pre-painting their existing garage door White or Beige.
 - iv. Maintenance, repair and upkeep of the garage door and their mechanisms are a Unit Owner's responsibility.
- e. Fireplace:
 - i. Installation of a fireplace must have PRIOR written Board approval.
 - ii. The Unit Owner must obtain necessary permits, pass a County post-installation inspection and ensure conformity to jurisdictional codes.

- f. Front and Side Shrub Beds:
 - i. In order to maintain uniformity and harmony throughout the property with the landscaping plan, there shall be no changes to the front or side of the Unit by the Unit Owner, Tenant/occupant which would utilize railroad ties, landscaping timbers, bricks, rocks and other such items used as shrub bed edging material or enclosures without the written consent of the Board.
- g. Installation of additional shrubbery or decorative plantings in existing shrub bed areas in the front of the Unit is prohibited without PRIOR, written Board approval.
- h. Modifications to fences or their installation is prohibited without PRIOR, written Board approval.
- i. Wood Decks:
 - i. Installation of decks is prohibited.
- j. Patios:
 - i. Installation of a patio is prohibited without PRIOR written Board approval.
 - ii. Concrete patios must be poured and remain a natural color.
 - iii. The patio must not extend beyond the sidewalls of the existing configuration of the patio area. Further, it must not extend beyond the limited common area associated with the rear of the condominium Unit.
 - iv. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.
 - v. The patio must be insured under the Unit Owner's private homeowners insurance.
 - vi. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
 - vii. Maintenance and upkeep of the patio is the Unit Owner's responsibility.
- k. Hot tubs are NOT PERMITTED.

19. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION

- a. Collection Policy
 - i. All assessments, including maintenance and assessment fees are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
 - ii. An administrative late charge of fifteen dollars (\$15.00) per month shall be incurred for any late payment and on any unpaid balance.
 - iii. Any payments made by the Unit Owner shall be applied in the following order:
 - 1. Interest owed to the Association;
 - 2. Administrative late fees owed to the Association;
 - 3. Assessment fees levied against the Unit Owner

4. Collection costs, attorney and paralegal fees incurred by the Association;
 5. Principal amounts owed on the account for common expenses and enforcement assessments.
- iv. Any past due assessment fees may cause a lien and foreclosure to be filed against the Unit Owner by the Board.
 - v. All costs, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of a delinquent Owner is the Owner's responsibility to pay.
 - vi. If any Owner fails to perform any act that he/she is requested to perform by the Declaration, Bylaws, Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Unit Owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

20. COMPLAINT PROCEDURE

- a. The good neighbor policy will negate many complaints and misunderstandings from escalating, but not all of them. Complaints against anyone violating (perceived or actual) the rules are to be made to the PM/C; initial communications may be through email or telephone but must be followed-up in writing containing the signature of the individual filing the complaint, and sent to the Association.
- b. The PM/C will maintain a log containing the pertinent information for each instance they are contacted concerning a complaint; the log will include but not be limit to, the date PM/C was contacted, the noted violation, the date of the noted violation, the name and contact information of the initiator and names/Unit numbers where the violation was stated to have occurred, description of the event, whether the initiator attempted to resolve the issue with the violator, other persons contacted or involved and the actions the PM/C has taken, if any (e.g., attempted to validate the credibility of the complaint, whether the violation has since been resolved, etc.).
- c. If the violation appears credible and has not self-corrected, the PM/C and Board will follow the procedures in #21 below.

21. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATIONS

- a. The Unit Owner is responsible for all violations of the Declaration, Bylaws,

Rules or Regulations by the Unit Owner, Tenant, occupant or guests residing on or within Association and/or Owners' property.

- b. A rule violation, that by the determination of the Board affects the safety, rights or enjoyment of others or their property may result in immediate legal action.
- c. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating Unit Owner.
- d. In accordance with the procedures outlined below, an assessment fee--per occurrence, per day--may be levied by the Board on any Unit Owner for that Owner, their Tenant, occupant or guest found in violation of the Rules and Regulations as follows:
 - i. For violations not specifically identified below – up to \$50.00 per occurrence and up to an additional \$25.00 per day.
 - ii. Pet Violation - \$25.00 per occurrence and up to an additional \$10.00 per day (See #10 above).
 - iii. Rubbish and Recycle - \$10.00 per occurrence and up to an additional \$10.00 per day (See #11 above).
 - iv. Cable TV and Cables – up to \$150.00 per occurrence and up to an additional \$15.00 per day (See #16 above).
 - v. Satellite TV and Cables – up to \$150.00 per occurrence and up to an additional \$15.00 per day (See #16 above).
 - vi. Architectural Guidelines – up to \$150.00 per occurrence and up to an additional \$15.00 per day (See #17 above).
 - vii. All costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added as an additional cost to any assessment.
- e. Procedures for a first-time Rule and Regulation violation assessment:
 - i. Written demand to stop and correct the violation will be served upon the alleged Unit Owner/violator within 36 hours of a noted violation, specifying
 1. The alleged violation and the date;
 2. The action required to stop and correct the alleged violation; and
 3. The Owner/violator has a contiguous 24-hour time period during which the alleged violation must cease/be corrected without the imposition of an assessment. If the violation is not corrected within the 24-hour time period an immediate assessment will be levied.
 - a. The 24 hour “cease” time is only applicable for the first violation of the same or similar nature. Subsequent violations of the same or similar nature will be immediately assessed and fees conveyed to the Unit Owner, in writing, without delay.
 4. The Owner who is served notice of a first-time violation may

- petition the Board for consideration by providing a signed, written letter within 10 days of such notification, stating
- a. The reason why the Board should consider their petition.
 - b. Extenuating circumstances that prevented their ability to adhere to and follow the Rules and Regulations. Note that ignorance of the Rules and Regulations by an Owner, Tenant, occupant or guest is not defensible.
 - c. What remedy (if any) is being sought.
5. The Board will review and consider the Owners letter within 30 days of receipt and make a determination based upon all available/historical information concerning the situation, the Owner, the violation, whether the violation was ceased/corrected within the 24-hour period, etc., and notify the Owner, in writing, of the determination.
 6. If the Board determination results in an increased or decreased adjustment to the assessed fee, the Owner will be notified, in writing, of the change.
 - a. If an Owner ceased/corrected the infraction within the 24 hour period s/he will have 30 days from formal notification to pay an increased fee adjustment before additional per day assessments are levied.
 - b. If an Owner did not cease/correct the infraction within the 24-hour period s/he will have 30 days from formal notification to pay the increased fee adjustment and the accumulated per day assessment fee.
- f. Procedures for a repeated Rule and Regulation violation fee assessment:
- i. Written demand to stop and correct the violation will be served upon the Unit Owner/violator within 36 hours of a noted violation, specifying
 1. The alleged violation and the date;
 2. The action required to stop and correct the alleged violation; and
 3. The assessment fees incurred by the Owner for the violation.
 4. The Board is not required to hear Owner petitions for repeated same or similar Rule and Regulation violations.