

Fox Hill Condominium Association Rules and Regulations HANDBOOK

These revised Rules and Regulations supersede all previous Rules and Regulations and are effective July 21, 2016. These Rules and Regulations have been promulgated by the Board of Directors, in accordance with the Declaration of Condominium Property and By-Laws of Fox Hill Condominium.

This list of Rules does not necessarily constitute a complete list of the rules in effect at Fox Hill Condominium.

The Board of Directors has the right to change the rules contained herein and to do so without giving prior notice. Unit owners will be informed if any such changes are made.

It is strongly urged that all property owners read the Association's Declaration of Condominium Property and By-Laws. These documents contain additional rules and restrictions.

Effective July 21, 2016

Table of Contents

Welcome Letter	1
Handbook Guide	2
I. Definitions.....	4
II. Communications	5
III. The Association	6
A. The Board of Directors.....	6
B. Maintenance Responsibility	6
C. Insurance	7
D. Budget/Assessments	8
E. Reserves	8
F. Property Operation/Management.....	9
G. Rules and Enforcement	9
IV. Common Element Information and Guidelines.....	11
A. Parking	11
B. Trash	11
C. Landscaping	12
D. Snowplowing.....	12
E. Pets and Other Animals	13
F. Mailbox	14
G. Sales and Commercial Activity	14
V. Unit Owner’s Exterior Guidelines and Responsibilities	15
A. General.....	15
B. Storage	15
C. Firewood	15
D. Hot Tubs	16
E. Signs and General Decorations.....	16
F. Decorations – Seasonal.....	16
G. Landscaping	17
H. Doors (storm, regular, garage)	18
I. Windows.....	18
J. Light Fixtures.....	19
K. Stoops, Patios/Decks	19
L. Flags.....	19
M. Grills/Fires.....	20
N. Satellite Dishes	20
O. Additional Improvements and Modifications.....	21
VI. Unit Owner’s Interior Guidelines and Responsibilities	22
A. Maintenance and Repair	22
B. Modifications	22
C. Restrictions.....	22
D. Vacant Unit	23

VII.	Unit Owner’s Financial Guidelines and Responsibilities.....	24
A.	Association Fees.....	24
B.	Insurance.....	25
C.	Utilities.....	26
D.	Property Taxes.....	26
E.	Sale of A Unit.....	26
F.	Leasing a Unit to a Tenant.....	27
VIII.	Enforcement Procedure.....	29
A.	Complaints.....	29
B.	Responsibility for Guests/Tenants.....	29
C.	Violations of Governing Documents.....	29
D.	Enforcement Assessment.....	29
E.	Hearing Request.....	30
F.	Hearing.....	30
	Appendix A - Additions & Alterations.....	31
	Appendix B - Violation Witness Statement.....	33
	Appendix C - Unit Owner/Resident Emergency Contact Information.....	34
	Appendix D – Maintenance Responsibility Chart.....	35

Fox Hill Condominium Association

Welcome Letter

On behalf of all your fellow residents and neighbors, welcome to the Fox Hill Condominium Association! We believe that we live in one of the best communities in Montgomery County, Ohio, and hope that you immensely enjoy your unit and our neighborhood.

Fox Hill was developed by Charles Simms Development starting in 1985. Complete since 1987 our community contains 72 condominium units within 18 buildings, as well as significant common area and landscaping. Our community is located within Miami Township thus using Miami Township police, Miami Valley Fire District and West Carrollton schools.

This Handbook's purpose is to be your guide to living at Fox Hill, as it contains a tremendous amount of information that is important to your residency here. This includes important information on topics such as the Association, our condominium's common elements, financial and maintenance responsibilities, and procedures and guidelines. Please keep this Handbook in a safe and accessible place, so that you may refer to it if you should ever have a question or concern.

Fox Hill, like all other condominium associations in Ohio, is governed by a Declaration and Bylaws, both of which are filed with the Montgomery County Recorder's Office. These documents create our condominium, provide the operational framework for the Association, and place reasonable restrictions on the property. While this handbook attempts to summarize many of the provisions in these documents, we also strongly encourage you to read and refer to them directly.

This Handbook is meant to be a comprehensive resource for you that describes our community from the common element and limited common element exteriors to your individual unit interiors. This resource includes descriptions, restrictions, reasonable rules and regulations, maintenance responsibilities, financial obligations, and community procedures. We hope that you will contribute to our community in many ways, including by cooperating, complying with, and upholding these guidelines.

The guides and provisions enclosed are what maintain the strength of our structures, the value of our units, and the warmth of our neighborhood. As many of us have moved from single-family homes, we also hope that this Handbook can assist in your transition to condominium living.

Again, welcome to Fox Hill, and as always, should you ever have any questions, comments, or concerns, please do not hesitate to contact us.

Your neighbors,

The Fox Hill Condominium Association

Fox Hill Condominium Association

Handbook Guide

This Handbook is meant to be your resource and guide for living at Fox Hill. This Handbook is meant to supplement and restate (not replace) our condominium's governing documents, which are recorded at the Montgomery County Recorder's Office. If there is a discrepancy between what is expressed in this Handbook and the governing documents, the governing documents will govern and control.

- Declaration and Bylaws with Amendment

You may obtain/purchase these documents from the Montgomery County Recorder (www.mcrecorder.org) or by requesting to purchase a copy from the Management Company.

The Handbook has been divided into the following sections for easy understanding and reference:

- I. Definitions – A listing of all the consistent and defined terms within this Handbook.
- II. Communications – As neighbors, we believe communicating amongst and with each other are essential to our community's ongoing success. This section is dedicated completely to methods of communication so that you know how to get in touch with necessary people and groups.
- III. The Association – This section provides an overview of how the condominium Association operates, including an explanation of how the Board of Directors, in conjunction with professional property management, administers the Association. This section includes details on the Association's maintenance, insurance, and financial responsibilities, as well as a synopsis on the decision making and enforcement procedures.
- IV. Common Element Information and Guidelines – This section contains important provisions and regulations on the community's common spaces that we all share, including parking, the grass areas and trash collection.
- V. Unit Owner's Exterior Guidelines and Responsibilities – This important section details what you are responsible for maintaining and repairing on the exterior of your unit, as well as elaborates on the extensive list of actions that you may do to the outside of your unit, including landscaping, flags, holiday decorations, and grilling.
- VI. Unit Owner's Interior Guidelines and Responsibilities – Each Unit Owner is responsible to maintain his/her individual unit. As a result, this section details interior unit responsibilities, modification policies, and some important use restrictions that are designed to protect you, your neighbors, and our buildings' structural integrity.

Fox Hill Condominium Association

- VII. Unit Owner's Financial Guidelines and Responsibility – While moving into a condominium generally means “maintenance free” exterior living, unfortunately, that does not mean it is free. This section outlines your financial responsibilities for Association fees, insurance, utilities, and taxes.
- VIII. Enforcement Procedure – The condominium's rules, regulations, and guidelines are meant to preserve the quality of our community. When one of our neighbors is in violation of a restriction, the Board will follow a specific procedure to enforce and remedy the violation. This section contains a copy of that procedure.

Appendices Forms– To make living within Fox Hill easier, we have developed a number of forms for your use and convenience. A copy of these forms is within this Section. If you would like additional copies of any of these forms, please contact the Management Company.

Again, we hope that you will find the information, guides, rules, restrictions, and regulations contained within this Handbook to be helpful. Our community has historically been consistently responsible about safeguarding our neighborhood and protecting our property values by complying with and contributing to the provisions in this Handbook. Thank you in advance for your cooperation in maintaining Fox Hill as one of the most appealing condominium associations in Montgomery County, Ohio.

If any of these rules or regulations is declared void, such provision will be deemed severed from these rules and regulations, which will otherwise remain in full force and effect.

As always, if you have any questions about any of the provisions, or if you find that a particular subject is not covered by this booklet, please contact the Management Company.

Fox Hill Condominium Association

I. Definitions

The definitions in this Handbook are meant to have the same meaning as those words within our governing documents, these definitions include the following:

- “Association” means the Fox Hill Condominium Association, the not-for-profit corporation created to administer the Fox Hill Condominium.
- “Board” and “Board of Directors” mean those persons who, as a group, serve on the Association’s Board of Directors.
- “Bylaws” mean the document filed with the Montgomery County Recorder’s Office that outlines the Association’s corporate procedures and serves as a code of regulations.
- “Common Elements” are the portion of the condominium property, owned by all the Unit Owners as tenants in common, that are not considered part of a Unit. The common elements are generally the building exterior and grounds.
- “Declaration” means the document filed with the Montgomery County Recorder’s Office that creates the condominium, defines the Common Elements and Units, places restrictions on the property, and outlines responsibilities.
- “Limited Common Elements” means and includes those Common Areas and Facilities designated in the declaration and any amendment, as reserved for the use of a certain Unit or Units to the exclusion of other Units.
- “Management Company” means the company that manages and administers the Association on a day-to-day basis. Our Management Company provides a professional property manager that is assigned to work specifically with our community.
- “Unit” means that portion of the condominium property designated by the Declaration that is owned by a Unit Owner, as defined by Declaration Article V.
- “Unit Owner” is the person owning a fee simple interest in a Unit within the Association.

Fox Hill Condominium Association

II. Communications

As we all share ownership of Fox Hill, we believe that communication between the Unit Owners, residents, Board of Directors, and professional property management is essential for the successful and effective operation of our community. As further explained later in this Handbook, our community is governed by five volunteer Board members who are elected by the Unit Owners from among the Unit Owners.

Board members are elected to staggered, two-year terms to promote continuity and experience on the Board. While the Board of Directors is responsible for the community's priorities and decisions, our community also has a professional property Management Company to run the day-to-day management, financials, maintenance, and operation of our condominium.

Our Management Company is Apple Property Management. Our current property manager is Gwyn Rotramel. The Management Company's contact information is as follows:

Apple Property Management

Phone: 937-291-1740

Fax: 937-291-1745

Email: gwyn@applemgmt.com

71 Rhoads Center Dr., Dayton, Ohio 45458

If you ever have a question, maintenance request, or concern, please contact the Management Company. As the Board may only make decisions at Board meetings, to maximize efficiency, please contact the Management Company, who will be happy to assist you.

The Board meets generally once a month (usually on the third Thursday of the month at 6:00pm) at the Apple Property Management Offices. These meetings are open to Unit Owners, who may share their concerns, comments, suggestions, or questions with the Board during the first portion of the meeting.

As Fox Hill is a not-for-profit Ohio corporation, there is also an annual meeting once a year, during the fourth quarter. Notice will be sent to you in advance of the meeting containing the date, time, and place. The only legal purpose of this meeting is to elect, from among your fellow Unit Owners, the volunteer Directors to serve on the Board; however, there are often general reports and a question and answer session. We hope to see you at this meeting!

Fox Hill Condominium Association

III. The Association

Our condominium, like all other condominiums in the State of Ohio, has an Association to operate, manage, and govern the condominium property. Governed by a Board of Directors, our Association performs many essential functions to keep Fox Hill a solid condominium community, such as maintenance, purchasing insurance, adopting budgets and assessments, allocating reserves, property operation, and enforcement. Together, all of these items contribute to everything that your Association does for you.

A. The Board of Directors.

The Association is administered by a Board of Directors that is elected from among the Unit Owners at the Association's annual meeting, and each Board member serves a two-year term. Generally, two or three Board members are up for election each year. Serving on the Association's Board is a tremendous opportunity to serve our community and have an impact on the matters and decisions that affect our neighborhood. We hope that, in the future, you will consider running for the Board and serving the community.

1. The Board is comprised of five members, each serving a two-year term. There are no term limits for Board members. To be a Board member, you must either be a Unit Owner, the spouse of a Unit Owner, or, if the Unit is owned by a corporation or other business entity, a director, officer, employee, or agent of the corporation who is designated by the corporation.
2. All Board members volunteer their time to serve their community. We do not pay Board members, not because they are worthless, but because they are priceless! Again, to share this responsibility among all of us, everyone is encouraged to run for and serve on the Board.

B. Maintenance Responsibility

The Association's main responsibility is the reasonable management, maintenance, repair, and replacement, as needed, of the condominium's Common Elements. The Board, when establishing the budget, sets and prioritizes all of the Association's maintenance responsibilities. In general, the items that have an immediate impact on the safety of persons or property receive greater priority; however, the Board's continued goal is to have a well-maintained community. The list below includes components that the Association is responsible for. For a more complete listing, please consult the Declaration. If you are uncertain about the responsibility of a certain item, please contact the Management Company. The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following:

Fox Hill Condominium Association

1. Infrastructure and Common Elements
 - a. Common lighting;
 - b. Water, sewer, and other utility lines, pipes, wires, conduits, and ducts that serve the Common Elements or multiple Units, such as main lines;
 - c. Driveways
 - d. All turf areas, trees, and landscaping in the Common Elements.
2. Building Exteriors
 - a. Building façades, including chimney stone and masonry, siding, and trim;
 - b. Roofs, including gutters, flashing, and downspouts;
 - c. Light posts

C. Insurance

The Association obtains and provides extensive insurance coverage for the condominium. This includes property insurance on our buildings, general liability insurance, directors and officer's liability insurance, and fidelity insurance. These insurance policies are required by our Declaration and are also meant for our protection as Unit Owners.

1. Property Insurance – The Association obtains property insurance, also known as casualty insurance, for sudden, unexpected events that happen to our buildings and structures from events such as fires, tornadoes, water line breaks, and hail storms. This insurance not only covers and insures the Common Elements but also covers the individual Units, including all built-in or installed fixtures and equipment that are part of the Unit. As this multi-million-dollar policy covers the entire condominium, there is a deductible in the current amount of \$5,000.00. For more details on what the Association is responsible to insure, please refer to Declaration Article XVI and XVII. For more information on what the Unit Owners should insure, please see Article VII, Paragraph B of this Handbook.
2. General Liability Insurance – This insurance covers the Association and protects us from liability associated with acts, damages, or injuries that occur on the condominium property. This insurance helps to protect us in the unlikely event that someone was injured on the property, sued the Association, and prevailed.
3. Directors and Officers Liability Insurance – Our Board of Directors, just like all other corporate boards, must often make difficult decisions. This insurance protects the Association's volunteer Board members in the event one or all of them are named personally in a lawsuit. We want to continue to protect our volunteers to encourage service to our community.

Fox Hill Condominium Association

4. Fidelity Insurance – This insurance covers the Association in the event that someone who has access to Association funds, such as a Board member or Management Company, steals Association funds. We carry fidelity insurance in an amount equal to everything in the Association's bank accounts, plus three months of income.

D. Budget/Assessments

One of the Board's main functions is to establish a budget every year for the condominium that incorporates all of the upcoming year's common expenses. This is a time-consuming but diligent process, where the Board must review prior expenses and contracts, plan for short and long-term projects, and evaluate the Association's financial condition. As the Association's only real form of revenue is from assessments paid by the Unit Owners, it is imperative that the Board budget wisely.

Our Association's common expenses include, but are not limited to, the cost of maintenance and repairs to all components that are the Association's responsibility, insurance premiums, and water and sewer services, accounting, management, legal fees, landscaping, snow removal, and reserves.

Once the Board has established the budget, the Board then allocates each Unit's share of these items based on each Unit's undivided percentage of interest in the Common Elements. All Units have a 1/72 undivided interest in the Common Elements, so each Unit is assessed the same amount. Then, the amount each Unit is responsible for is divided by twelve (the number of months in the year) to arrive at the monthly amount each Unit Owner is responsible to pay.

The Association's only real source of income comes from these assessments. If one Unit Owner does not pay, that means the remaining Unit Owners must make up the shortfall. Consequently, it is imperative that all the Unit Owners pay their share and pay it on-time. The Board has enacted a collections policy to aggressively address unpaid assessments, which can be found in Article VII, of this Handbook.

E. Reserves

When preparing the annual budget, Ohio law also requires that the Board budget for reserves. In particular, the law states that the Board must:

Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments.

In other words, the Board is required to have a long-term plan for the Association's capital improvement responsibilities, and therefore, a

Fox Hill Condominium Association

significant amount of money is deposited every year into the Association's reserve account.

To assist the Board in this plan, the Association retained the services of an engineering firm to prepare a reserve study. This document, which is updated every three to five years, lists every item and component that the Association is responsible to maintain, repair, or replace, projects the useful life of the item, and then estimates a cost to maintain that item at the estimated time repairs or replacements are needed.

This independent, professional engineering study provides the Board with not only the financial framework to plan for the future but also provides a professional's guidance on the proper maintenance and repair order for the community.

Our reserve study provides great details into our community. Just like you may have obtained a home inspection for your Unit, the reserve study is like a home inspection for the Common Elements. We strongly encourage you to request a copy of the reserve study summary from the Management Company for your review and reference. Due to the comprehensiveness of this report you may also choose to purchase the entire document from the Management Office. As always, should you have any questions on the study, please do not hesitate to contact a Board member or the Management Company.

F. Property Operation/Management

In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association is also responsible for the property's general operation and management. This includes coordinating contractors, answering Unit Owner questions, sending out requests for proposals, processing Unit Owner requests and applications, and communicating with the Unit Owners through newsletters, direct mailings, and emails all of which is handled by the Management Company.

While Board members are involved in certain projects related to the day-to-day affairs of the Association, generally these substantial, time consuming, and important tasks are handled by our Management Company, through our property manager and the Management Company's staff members. If you ever have a question or concern, please contact a representative from the Management Company.

G. Rules and Enforcement

Condominium associations are often created with a uniform, exterior appearance, so that a large concentration of individuals can live closely together and share the responsibilities and obligations of maintaining and administering the property. For this reason, the condominium's Declaration, Bylaws, and these rules, outline regulations, requirements, and restrictions to protect and preserve condominium living. These regulations are meant to

Fox Hill Condominium Association

protect from decreasing property values, deteriorating exterior appearance, and inappropriate neighborhood conduct and collectively serve for all of our best interests.

In exercising this authority, the Board also has the ability to promulgate the rules found in this Handbook, in addition to the provisions found in our Declaration and Bylaws, that govern items, including but not limited to, interpretation of the governing documents, personal conduct of residents and guests, maintenance standards, architectural modifications, and operational policies.

The Board is given the duty, as elected representatives from the Unit Owners, to evenly and appropriately enforce the restrictions, rules, and regulations found in our governing documents, and takes this responsibility very seriously. As a result, the Board has also adopted an Enforcement Procedure, a copy of which can be found in Article VIII of this Handbook, which outlines the method by which the Board may initiate enforcement action, as well as all rights and expectations that a Unit Owner may have regarding the enforcement process.

IV. Common Element Information and Guidelines

A. Parking

1. Residents must park their cars in the following order of priority: (a) within their garage; or (b) on their driveway within the Limited Common Element in front of the garage.
2. Guests must park: (a) within the garage; (b) on the driveway within the Limited Common Element in front of the garage; (c) in the overflow parking spaces; (d) temporarily on the streets if any of the above are not available. Guests may only be parked in an overflow parking space for no more than 72 hours in any seven-day period.
3. Parking of vehicles or trailers is prohibited on any lawn or landscape area.
4. Temporary parking for guests is allowed on the streets in such a manner as not to block any resident's access to and from the garage or street or mailboxes.
5. No owner, contractor or guest vehicle may impede access to another Unit Owner's garage or driveway.
6. No boats, trailers, motor homes, trucks (larger than 3/4 ton pickup), travel trailers, or any vehicle with commercial apparatus such as ladders or commercial equipment may be parked on any driveway overnight. Other vehicles used for recreation (van conversions/RV's) not able to fit into the garage are permitted to park in the Unit's driveway in front of the garage for 24 hours to allow for loading or unloading. Said vehicles must not block normal access (ingress or egress) of other residents. Commercial moving vans that are conducting business and commercial trucks that are in the area to perform service or repair work are the authorized exception. Larger vehicles for moving in/out purposes may be parked in a designated parking area within the community, with prior notification and permission from the property manager.
7. Inoperable vehicles (vehicles with flat tires, expired license plates, or other vehicles incapable of movement under its own power, etc.) or vehicles that appear to be abandoned, which are parked in the Common Elements or Limited Common Elements for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense, without warning. With the exception of short-term emergency work (flat tires, battery change, etc.), no repair work is permitted on vehicles in the Limited Common Elements or Common Elements.

B. Trash

1. **Page 11 B Trash Item #1 – revision February 2018**

Miami Twp contracts for trash services. This is NOT provided by the Association. Trash is picked up weekly and pick up for recyclables is

Fox Hill Condominium Association

every other week. For details of pick up schedule, containers, billing or any questions or concerns please contact the Miami Twp offices, 937-433-9969.

2. Page 12 B Trash Item #2 – revision February 2018

Trash and recycle bins may be placed out no sooner than 12 hours prior to pick-up and must be put away as soon as possible but no later than 9:00 pm on the day of collection.

3. All trash for collection must be set out at the street next to the curb.
4. Unit Owners are responsible for cleaning up trash spillage from their containers.
5. Trash containers and recycling bins, when not set out for collection, must be kept inside the garage only.

C. Landscaping

1. The Association provides extensive landscape services and maintenance to the condominium's Common Elements. For more information on a Unit Owner's landscape rights and responsibilities, please refer to Handbook Article V, Section G.
2. There is no automatic irrigation system for individual Units. Watering of lawns, shrubbery, and private flowerbeds is the responsibility of the Unit Owners.
3. Residents are prohibited from talking with or stopping the Association's landscaper or employees when landscape services are being performed. Any comments, requests, or suggestions related to landscaping services must only be made through the Management Company.
4. No water fountains, bird baths, ponds, pools or any other type of standing water receptacles are permitted on the Common Elements or Limited Common Elements.

D. Snowplowing

1. The Association provides snow removal services on all driveways within Fox Hill when the Board determines that it is of an amount to warrant removal. The Association will order the application of deicer when there is a threat of ice buildup, as weather dictates and on an as needed basis.
2. Owners are responsible for the removal of snow on their stoops (porches), walks and rear decks and patios. Any deicers used should be free of chemicals that will pit the asphalt or concrete.
3. Residents are prohibited from talking with or stopping the snowplow contractor when snow removal services are being performed. Any comments or suggestions related to snowplowing services must only be made through the Management Company.

Fox Hill Condominium Association

E. Pets and Other Animals

Unit Owners are required to abide by the State of Ohio laws and local ordinances with respect to licensing, current vaccinations, caring for and controlling pets and in accordance with Article XI, Section 4 of the Declaration. The following rules clarify the covenants and restrictions of the Association's Declaration and Bylaws regarding pets:

1. Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. The Common Elements are for the enjoyment of all residents. These areas cannot be fully enjoyed if animal waste is left on the grounds and pets are allowed to run uncontrolled.
2. Pet owners may be assessed an enforcement charge for violation of these policies. (Pets may be permanently ejected at the discretion of the Board if they are declared a nuisance.)
3. Pets must be confined to the pet owner's unit and must not be allowed to roam free. This includes cats. If your cat is not confined to the house it is covered under this guideline. All pets MUST be on a hand-held leash and attended to at all times while outside the unit.
4. Animal waste must be cleaned up immediately. Unit Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the condominium property upon written notice.
5. No animals other than dogs, cats, birds, fish, or other animals approved by the Board, in its sole discretion, may be raised, boarded, or kept anywhere in the Condominium Property, neither shall any animals be bred nor maintained for commercial purposes.
6. Vicious, menacing or dangerous dogs, snakes, etc. are prohibited. O.R.C. Chapter 955 defines Vicious animal.
7. No pet(s) will be allowed to create a nuisance or unreasonable disturbance or to damage a Common Element or the property of any other resident. If the Board deems a pet a nuisance, it must be removed according to the Declaration Article XI Section 4.
8. Unit Owners are solely and exclusively responsible for the actions of their pet(s) or the pet of anyone residing in or visiting their Unit, including damage or injury to property or another person. Unit Owners are responsible for the costs of repairing any damage to the Common Elements caused by such pet(s), including but not limited to, the cost of replacing grass, bushes, or other landscaped areas. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the responsibility of the pet owner.

Fox Hill Condominium Association

9. No animal pens or houses are permitted on the Common Elements or Limited Common Elements.
10. No pet(s) shall be tethered or staked outside in the Common Elements or Limited Common Elements, unless the Resident or Unit Owner is immediately present and the tether is no longer than fifteen feet. For purposes of this Paragraph, "immediately present" means that the Unit Owner or Resident is within a twenty-foot radius of the tethered animal, and that person is located outside the Unit. In other words, Unit Owners may not remain inside the Unit if their pet is tethered.
11. The feeding of any stray, wild or feral animals by placing liquids or foods is strictly prohibited. This includes squirrels and chipmunks that cause damage and invade chimneys etc.

F. Mailbox

Each Unit is assigned a mailbox by the United States Post Office. Any posting on the mailbox structure or mailboxes is prohibited.

G. Sales and Commercial Activity

Commercial activity is prohibited from being conducted within the Units or the Common Elements. As a result, no yard, estate, or garage sales or auctions are permitted on the condominium property. The Association may conduct an optional garage sale that is open to the entire community; however, no sale other than this community-wide event is permitted.

V. Unit Owner's Exterior Guidelines and Responsibilities

As Unit Owners, we care not only about the interior of our Units, but also the exterior appearance. The Association encourages Unit Owners to make improvements to the Unit's landscaping or other exterior improvements, provided that those modifications and improvements are consistent with the architectural harmony of the community, comply with the following standards, and have obtained the Board's approval prior to initiating.

These rules and regulations are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with the exterior of the buildings. All decisions by the Board will be documented and maintained in the Association's meeting minute records, including any extenuating or unique factors involved in the decision making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify or otherwise amend the above rules and regulations as it deems necessary for the health, safety, and comfort of all residents for specific approval requests.

A. General

1. Keep the area surrounding the Unit free from trash, paper, and other debris.
2. Electric insect killers are prohibited.
3. Unit Owners who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris that falls to the ground. Birds spill a lot of seed. This can attract raccoons, mice and rats. Bird feeders must not be placed in any grassy area in such a way that would impede mowing or landscaping routines. No feeders are to be attached to the building or exterior structures or fences. A limit of 2 bird feeders per unit.

B. Storage

All toys, bicycles, recreation equipment, furniture, lawn hoses, sprinklers etc., must be removed from the Common Elements, driveways, and sidewalks by sunset daily and during landscape maintenance routines.

C. Firewood

Firewood shall not be stored on any portion of the asphalt or grass, or in any garage. Firewood may be stored on patios and porches, provided that the firewood is stacked on metal racks and is kept at least six inches away from the building. No more than one cord of firewood may be stored on the porch or patio on a metal rack. Any termite damage to the Common Element as a result of firewood storage shall be the responsibility of the Owner that stored the firewood. At no time shall fire splitting tools of any type be stored on the porch or patio.

Fox Hill Condominium Association

D. Hot Tubs

Hot tubs are not permitted.

E. Signs and General Decorations

1. No signs may be affixed to or placed upon the exterior walls, chimneys, doors, exterior fences or roof. One wreath type decoration may be hung on your front door as long as it is affixed with a suction device or over the door hanger. Any discolored or faded decoration must be removed.
2. Except as otherwise provided, no commercial signage of any kind is to be displayed on the Condominium Property, with the exception that:
 - a. One alarm system sign is permitted per Unit, provided that the sign is no bigger than 10 inches in diameter and must be free standing and placed in a mulch area immediately in front of the Unit and not attached to the Unit.
 - b. Decals for the purpose of fire, security, oxygen, or other emergency services not exceeding 10 square inches must be placed on the interior glass surface of the Unit's transom windows only.
 - c. Political signs are permitted to be placed on the Limited Common Elements provided that they measure no more than 18 x 24 inches. Political signs are permitted to be displayed no more than thirty days prior to an election day and must be removed within three days after the election.
 - d. Open House – one open house sign upon the lawn the day that an open house is being held as part of the offering of a unit for sale is permitted. Open House signs must be removed at the end of the open house period.

F. Decorations – Seasonal

1. Lights and decorations are permitted to be placed in the Limited Common Elements and/or building exteriors, provided that the decorations are not affixed to the structure or building exterior or exterior fence or chimney in such a manner that requires any penetration of the exterior building surfaces and the decorations do not damage or discolor Limited Common Element buildings, gutters or siding. In other words, the decorations may only be displayed on the building exterior if they are secured by suction device, ties, or other forms of banding. Any decorative lighting, other than holiday lighting, must be either clear or white. Spot lights are prohibited. Inflatable decorations are prohibited. No decorations are to be placed on the chimney.
2. Holiday Decorations may not be displayed before Thanksgiving Day, and must be removed by no later than the 7th of January of the following year. Exterior lighting and light fixture bulbs must be white, with the exception

Fox Hill Condominium Association

that they may be colors between Thanksgiving Day and January 7th of the following year.

3. We allow changing one light bulb to green in support of the “Greenlight a Veteran” program.
4. For any other holiday that occurs outside of the time period between Thanksgiving Day and January 7th, residents may display decorations, provided that the decorations comply with the guidelines outlined in Paragraph 1 of this Section, and that the decorations must not be displayed more than one week before and one week after the holiday.

G. Landscaping

Our Association takes great pride in the landscaping appearance of our community. Our neighborhood contains naturally occurring landscaping elements and landscape improvements made by both the Association and individual Unit Owners surrounding the Common Elements and Limited Common Elements. The Association encourages Unit Owners to contribute to this landscaping beauty. The following guidelines guide this process and help to preserve our beautifully landscaped neighborhood:

1. All garden hoses must be neatly rolled and placed near the water spigot when not in use. Storage of garden hoses must not interfere with the regular landscape maintenance. During winter months garden hoses must be disconnected and stored inside the Units or garages.
2. Plants, shrubs, flowers, and/or landscape elements may be planted/installed, with prior written Board approval, in existing beds only. The Unit Owner is responsible for the maintenance and upkeep of these additional plantings in the beds adjacent to the Unit. Removal of dead plants and flowers at the end of the flowering season is the owners responsibility for any plants that they have added. All approvals are for the current plan submitted only. Should future changes be contemplated in the same area or bed new approval is required.
3. No Unit Owner may add, change, transplant or remove any trees, shrubs or permanent landscape material without prior, written approval from the Board.
4. Unit Owners must submit detailed plans for any modifications, etc. to landscaping in the Unit’s Limited Common Elements or landscape beds prior to starting work. Work may not begin until written board approval has been received. Vegetable gardens are prohibited. Vegetables may be grown in pots but are limited to 3 pots unless placed inside your patio area.
5. There is no automatic irrigation system for Units or Common Element lawns. Watering of shrubbery and private flowerbeds adjacent to each Unit is the responsibility of the Unit Owners.

Fox Hill Condominium Association

H. Doors (storm, regular, garage)

1. Unit Owners are responsible for the maintenance, repair, and replacement of all outside entry doors to their units, including:
 - a. Storm doors, including the glass, hinges, frames and weather seals;
 - b. Garage doors, including panels, all mountings, opening and locking hardware, weather stripping, and automatic door openers.;
 - c. Sliding glass doors, including the glass, hinges, frames, and seals; and
 - d. All other entry doors, including the frames, hinges, or other hardware.
2. Prior to the installation or replacement of any door, the specifications, including the door's color, must be approved by the Management Company to reasonably ensure the Board's standards for the community's uniform exterior appearance. The following is a specification and color guide for doors:
 - a. The color of all front doors to Units in the community is a specific red. For specific colors, please contact the Management Company.
 - b. All garage doors must be a four panel inlay of the color that matches the exterior trim.
 - c. Sliding glass door frames must be white.
3. Many Unit Owners desire to install storm doors to the front door of the Unit. The installation of storm doors is permissible, provided that the Unit Owner first obtain written approval from the Management Company before installing a storm door and the storm door complies with the following requirements:
 - a. Full view Storm Door. Full view glass or screens, or self-storing screens are permitted.
 - b. Installation of storm doors may void any warranty provided by the door manufacturer.
 - c. Once the storm door is approved and installed, the upkeep and maintenance of the door will be the responsibility of the Unit Owner.
 - d. Storm doors must be installed to the wood frame of the front door only.

I. Windows

1. Unit Owners are responsible to maintain, repair, and replace all Unit windows, including the glass, screens, sashes, jambs, frames, locks, hinges, and weather seals. Skylights are considered windows.
2. Unit Owners may affix window coverings to the interior of the window, such as draperies, shutters, blinds (vertical or horizontal) or valances, provided that the color of the window covering must be white, off white,

Fox Hill Condominium Association

natural wood, beige, or a similar shade on the exterior side. All window coverings must be of a kind that are manufactured or made specifically for that purpose. No other materials other than those designed to be window coverings, such as newspaper, flags, or bedding, may be used as a window covering.

3. Window fans and window air conditioning units are prohibited.

J. Light Fixtures

1. Exterior light bulbs on porches and patios are the responsibility of the Unit Owner to maintain, repair, and replace. Unless colored for a holiday decoration provided for in Section F, Paragraph 3, page 17 of the rules and regulations all light bulbs must be white or clear in color.
2. For security reasons and to enhance the beauty of the community, while not required, Unit Owners are strongly encouraged to turn on their exterior lights adjacent to the Unit's front and patio doors at dusk.

K. Stoops, Patios/Decks

1. Unit Owners are responsible not only for the cleaning and housekeeping of their stoops/porches, patios and decks, but also for the repair and maintenance of the same. Snow removal from these areas is the owners responsibility.
2. Carpeting and other floor coverings are prohibited on front porches and patios.
3. Porches, steps and patios must be kept clean, orderly and free of debris or clutter at all times.
4. The only items allowed on the front stoops/porches are outdoor furniture and a maximum of 5 pots of flowers or plants. Other decorative items may be used in your patio area only.

L. Flags

1. Unit Owners may install a flag pole bracket on the exterior of their Unit, provided that the bracket is affixed to one of the building's porch posts, preferably the center post.
2. Unit Owners may fly one flag on the flag pole a Unit Owner installs pursuant to Paragraph 1, above, including but not limited to the United States flag, sports team, holiday decoration, national flag, support flag, armed services flag, or religious flag. All flags must be no larger than 3 feet by 5 feet.
3. Unit Owners displaying flags must comply with all other rules governing display of the American Flag, including:
 - a. American Flag etiquette requires the flag to be displayed only from sunrise to sunset, unless the flag is otherwise illuminated;

Fox Hill Condominium Association

- b. The flag may not be displayed on days when the weather is inclement, except when an all-weather flag is displayed;
 - c. The flag should never touch anything beneath it, such as the ground or floor;
 - d. If the flag should ever become torn, faded or in any way mutilated it must be replaced.
 - e. The US Flag Code can be found at www.usflag.org.
4. Garden Flags. Unit Owners may install a total of two garden flags in the landscaping beds adjacent to the Unit. These flags may be no larger than 12.5 by 18 inches. Garden flag stands may be no taller than 42 inches.

M. Grills/Fires

1. Ohio Grilling Law: In accordance with the Ohio Fire Code, charcoal burners, gas grills, or any other type of open-flame devices are prohibited from being used within ten feet (10') of a multi-family building. The Ohio Fire Code also prohibits operation of such devices or storage of gas containers on patios, porches and decks or within ten (10') feet of combustible construction. **Open-flame devices, including fire pits, are prohibited.** No grilling is allowed on, in, or under an enclosed structure, including but not limited to a Unit, porch, garage, or deck.
2. The Association is not responsible to and does not enforce the Ohio Fire Code. To report violations of this law, please contact the Miami Valley Fire District.

N. Satellite Dishes

Satellite Dishes and television antennae must measure one meter or less in diameter. Such items may be placed upon the Limited Common Element patios. However, they must be placed in such a way that they are in the least aesthetically offensive location without sacrificing signal quality. The Board has the right to deny satellite placement upon the Common Element. Request for Approval to install must be received and approved by the board prior to beginning the installation.

1. All contracted installers must maintain general liability insurance, including completed operations, of at least \$1,000,000.00 and Workers' Compensation coverage.
2. Dish owners are exclusively responsible for all maintenance costs, including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated with or appurtenant to the dishes, for the repair of all damage

Fox Hill Condominium Association

to any property (including, but not limited to, all common elements and limited common elements) caused by the installation, maintenance, or removal of dishes.

O. Additional Improvements and Modifications

The Board encourages Unit Owners to reasonably maintain, repair, and replace their Units, as well as to make reasonable improvements to their Units that conform to the general architectural harmony of the neighborhood. The above provisions outline what is generally acceptable; however, all other or additional improvement or modification requests must be submitted to the Board in writing, and receive the Board's written approval prior to installation. The procedural guidelines for all other exterior modifications are as follows:

1. No addition, alterations, or improvements will be made to any Unit exterior by any Unit Owner such as windows, lighting, etc., without prior, written approval from the Board.
2. No Unit Owner may install a fence or patio divider without prior, written approval from the Board.
3. Written Board approval must be received prior to any work being performed.
4. Please consult with the Management Company for any additional requirements relating to the intended improvement. **The Association and Management Company assume no liability relating to the authorization of any improvement installed in your Unit.**
5. Any improvement performed by Unit Owners, without written approval from the Board, will be subject to immediate removal. If necessary, the removal may be performed by the Association at the Unit Owner's expense.
6. **All Approved modifications are to be completed within the specified time period on the individual approval form. Any modification approved prior to the current year but never started and/or completed are void.**

VI. Unit Owner's Interior Guidelines and Responsibilities

A. Maintenance and Repair

Unit Owners are responsible to maintain, repair, and replace the components of their Units. Generally speaking, the Units are defined as everything from and including the Unit's perimeter drywall inwards. This responsibility includes, but may not be limited to:

1. Plumbing problems within the Unit, including pipes located outside the Unit, which only serve that Unit.
2. Electrical problems with all metered circuits within the Unit, or other lines, wires, or conduits that only serve that Unit, even if those lines or wires are located outside the bounds of the Unit.
3. Heating and air conditioning systems.
4. Exhaust and ventilation system.
5. Fireplace interior parts, including repairs, replacements and cleaning.
6. Television, radio, or cable service connections.
7. Vermin and pest control, including wasps, ants, spiders, fleas, roaches, mice, and all other insects.
8. All windows, doors, light fixtures, appliances, other fixtures, molding, trim, personal property, and insulation.
9. All other unit components, including drywall; repairs and painting within the Unit.
10. Costs to relocate or repair fire/smoke alarms or detectors.
11. Coverings to walls, floors, and ceilings.
12. Dryer vents and their cleaning.

B. Modifications

1. Unit Owners are responsible for maintaining all Unit Owner installed items and options, such as but not limited to, patio improvements including extended fence and gates, storm doors, front porch and patio lights, landscaping and all other fixtures, etc.
2. Unit Owners must submit a modification request to move supporting walls and/or to relocate common elements, such as supporting structures or utility lines serving multiple Units. No construction or installation of these modifications may begin until the Unit Owner has received the Board's written approval.

C. Restrictions

1. No activity is permitted on the property that might cause damage to lawns, landscaping, buildings, pavement or other personal property. If

Fox Hill Condominium Association

- damage is caused to any Common Elements, Limited Common Elements or another Unit Owner's property due to actions of a Unit Owner, their household pet, guest, or occupant, the Unit Owner will be responsible for repairs and/or charges as determined by the Board of Directors and/or the Management Company.
2. Unreasonable noises or actions (e.g.: loud music, barking dogs, wind chimes), or any other nuisance or illegal activity are prohibited. All physical or verbal abuse is prohibited. No noxious or offensive activity will be conducted in any Unit, or upon the Common or Limited Common Elements, neither will any Unit be used in any way nor for any purpose that may endanger the health of or unreasonably disturb any occupant or owner.
 3. Solicitation is not permitted within the Association. Due to limited parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Association as a community activity. For further information, contact the Management Company.

D. Vacant Unit

1. If you are no longer residing in the Unit an alternate address and phone number must be provided to the Management Company for emergency purposes.
2. Whether the Unit is vacant or is temporarily unoccupied for any length of time, the temperature within the Unit must at all times be set above 50 degrees Fahrenheit, preventing freezing pipes and water damage to the Unit, neighboring Units, and the Common Elements. You may choose and we recommend vacant units be professionally winterized.

VII. Unit Owner's Financial Guidelines and Responsibilities

A. Association Fees

While the Board is responsible for setting the Association's budget, each Unit Owner is responsible to pay his/her fees on a monthly basis and on time. Again, when one Unit Owner does not pay, the rest of the Unit Owners have to make up the difference. Consequently, the Board has adopted an aggressive collections policy to reasonably ensure that Unit Owners pay their condominium fees in a timely manner, and so that the other Unit Owners are not unduly burdened by a neighbor's non-payment.

1. Collection Policy

- a. Unit Owners are responsible for timely payment of monthly assessments or charges and any special assessments for capital improvements.
- b. All dues and assessments are payable on the 1st of each month. Checks and money orders should be made payable to **Fox Hill Condominium Association** and mailed c/o the Management Company.
- c. A \$20.00 late fee will automatically be assessed on the 11th day of each calendar month. A late fee will be added each month that an outstanding balance remains on the Unit Owners account. (Fee subject to increase upon further notice).
- d. The Unit Owner will be responsible for all charges and legal fees affiliated with delinquent accounts, NSF checks, etc.
- e. The following process will be followed for any account that is delinquent:
 - 1) Any payments made shall be applied in the following order:
 - a) Interest owed to the Association.
 - b) Administrative late fees.
 - c) Court costs, attorney's fees and other costs of collection.
 - d) Principal amounts the Unit Owner owes for the common expenses or penalty assessments chargeable against the Unit.
 - 2) Any cost, including attorney's fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit Owner.
 - 3) If a Unit Owner's account is delinquent, voting privileges may be suspended until full payment is received.
 - 4) If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to

Fox Hill Condominium Association

perform by the Declaration and Bylaws or this Handbook, the Association may, but will 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 performance or cure incurred by the Association. Any such amount will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the extent as if it were a lien for common expenses.

- 5) In the event any check tendered in payment or partial payment of any obligation to the Association will be dishonored by the payer institution (i.e., the bank or other institution upon which the check is drawn) the Unit and Unit Owner(s) thereof for which the tendered payment was made shall be charged the sum of \$50.00, in addition to any bank charges, to assist the Association in defraying the additional, administrative cost of handling the dishonored instrument.
- 6) All assessments, installments of assessments, and other charges made pursuant hereto will be the joint and several obligations of the Unit Owner or Unit Owners of the Unit at the time the same became due, and a charge on the Unit with respect to which the same arose.

B. Insurance

While the Association maintains insurance on the condominium, the Unit Owners also are responsible to maintain insurance on their Units as follows:

1. Property Insurance – While the Association’s insurance policy insures our buildings, insurable events inside of your Unit under the Association’s deductible are the Unit Owner’s responsibility. To protect against very high condominium premiums and to help manage claims effectively, the Association’s deductible is presently \$5,000.00. As a result, Unit Owners should have a minimum of \$5,000.00 in building coverage. Many insurance policies refer to this as “Building Property” and “Loss Assessment” coverage. This amount covers the smaller, routine interior claims and damage, such as water damage or a kitchen fire. The Association’s insurance, on the other hand, covers major events to the Units and Common Elements such as a building fire or tornado destruction.
2. Personal Property Insurance – As a Unit Owner, you should also obtain insurance on your personal property. Often referred to as Unit Owners H-O 6 insurance, this insurance covers your personal belongings in the event of vandalism or a casualty event. The amount of insurance

Fox Hill Condominium Association

necessary will depend on the value of your personal property, including appliances, furniture, clothes, electronics, jewelry, furnishings and any improvements & betterments that have been made to your unit. A minimum of \$25,000.00 coverage is usually recommended.

3. **Liability Insurance** – In today’s litigious society, it is strongly recommended that Unit Owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit, your liability insurance may cover the cost of the injury and any damages. The Association maintains liability insurance on the Common Elements to protect against the same thing. Many insurance agents recommend that Unit Owners have at least \$100,000.00 in liability insurance; however, you should contact your own agent to determine the best amount for you.

C. Utilities

Unit Owners are responsible for the maintenance and payments of their own trash, electric, cable television and telephone service. You must call to initiate service on the date of possession.

D. Property Taxes

Unit Owners are responsible to pay all Montgomery County Property Taxes. Your property taxes not only reflect the value of your Unit, but also your undivided percentage of interest in the condominium’s common elements.

E. Sale of A Unit

1. One professionally prepared “For Sale” sign is permitted on the interior side of the window of a Unit that is not in excess of nine square feet (3’ x 3’) in size.
2. Owner must notify the Management Company when the Unit is placed on the market, along with the name and contact information of the real estate listing agent. Within fifteen days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer. It is the Unit Owner’s responsibility to make certain all condominium dues are current.
3. At the same time as above, the NEW Unit Owner must provide the following:
 - a. Names of all occupants;
 - b. Home and business mailing addresses;
 - c. Home and business telephone numbers;
 - d. Any change in the information required must be provided to the Board within 30 days of the change; and

Fox Hill Condominium Association

- e. Emergency contact information
- 4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee of \$100.00 for these services shall be charged to the seller and paid upon receipt of the same.
- 5. The seller is responsible for providing the following information to the buyer:
 - a. A copy of the Declaration and Bylaws, and any amendments;
 - b. A copy of the Fox Hill Condominium Association Handbook Rules and Regulations
 - c. Unit access and garage door key(s), and
 - d. Garage door opener(s)

F. Leasing a Unit to a Tenant

- 1. One, professionally prepared "For Lease" sign is permitted on the interior side of the window of a Unit that is not in excess of nine square feet (3' X 3') in size.
- 2. Leasing or sub-leasing a Unit for transient or hotel purposes, as defined as periods of less than 30 days, or providing hotel, laundry and similar services, or roomers/boarders, is prohibited.
- 3. All leases must be in writing and for a minimum period of one year. Upon execution and before the tenant takes up residence, the following information must be provided to the Management Company:
 - a. Copy of the executed lease;
 - b. Full name of the tenant(s);
 - c. Names of all occupants of the Unit; and
 - d. Home and business telephone numbers of tenant(s)
- 4. If an Owner has rented his/her property to a renter, liability and property coverage (HO-3) must be added. The Association recommends that Owners require their tenants to purchase a tenant-owners policy (HO-4) and have the owner named as an additional insured on the policy.
- 5. The occupancy of a Unit by an immediate family member of the Owner(s) shall not be deemed a lease that is subject to these provisions. "Immediate family member" shall mean father, mother, brother, sister, or children of the Owner(s). "Immediate family member" specifically does not mean an ex-spouse who is not an Owner.
- 6. The Unit Owner is responsible for making the tenant aware of, and providing them a copy of, this Handbook.

Fox Hill Condominium Association

7. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or this Handbook. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
8. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and this Handbook.
9. The Association specifically has the right under the O.R.C, 5311.19(B) to initiate eviction proceedings against any tenant that does not abide by the Declaration, By-Laws, or this Handbook.

VIII. Enforcement Procedure

A. Complaints

Complaints against anyone violating the Handbook must be submitted to the Management Company in writing, using the complaint form provided by the Management Company. The complaint must contain the name, address, date, telephone number, and signature of the individual filing the complaint (see Exhibit "B").

B. Responsibility for Guests/Tenants

The Unit Owner is responsible for any violation of the Declaration, Bylaws or Handbook by the Unit Owner, guests, or the occupants, including tenants, of his/her Unit. Tradesmen hired by the Owner are also responsibility of the Owner.

C. Violations of Governing Documents

1. Notwithstanding anything contained in this Handbook, the Board will have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, will be added to the account of the responsible Unit Owner.
2. All costs for extra cleaning and/or repairs stemming from any violation will incur an assessment fine to the responsible Unit Owner.

D. Enforcement Assessment

1. Prior to the imposition of an enforcement assessment violation, the following procedure will be followed.
2. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
 - a. A description of the property damage or violation;
 - b. The amount of the proposed charge and/or enforcement assessment;
 - c. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
 - d. A statement that the Unit Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
3. To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Management Company no later than the 10th day after the Unit Owner received the notice required in Item D-1 above.

Fox Hill Condominium Association

E. Hearing Request

If a Unit Owner timely requests a hearing, at least seven days prior to the hearing, the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or the enforcement assessment will be immediately imposed.

F. Hearing

At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within 30 days of the hearing.

1. The Association may file a lien for an enforcement assessment and/or damage charges, which remain unpaid for more than 10 days.
2. In addition to any other action and in accordance with the procedure outlined in Section D above, actual monetary damages and/or an enforcement assessment per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against a Unit Owner in violation.

Fox Hill Condominium Association

Appendix A - Additions & Alterations

IMPROVEMENT APPLICATION

An Application form must be submitted for every exterior change, including, but not limited to: planting or removing flowers, shrubs, or trees, changes or additions to fences, new windows, entry doors, garage doors, storm doors, or patio doors, patio or deck improvements, and improvements to existing structures. If there are any questions, contact Apple Property Management, LLC at 937-291-1740.

FORM OBJECTIVES

1. To ensure that a proposed change/improvement conforms to the Association's Declaration, enhances the beauty of Fox Hill maintains the architectural harmony of Fox Hill, and does not inconvenience other property Owners in Fox Hill.
2. To enable the Association to determine what information and assistance it can provide to expedite completion of the proposed project.

Applicant:			
Address:			
	City:	State:	Zip:
Daytime Phone:	()		
Email:			

Owner (if not applicant):			
Address:			
	City:	State:	Zip:
Daytime Phone:	()		
Email:			

Fox Hill Condominium Association

DESCRIPTION of proposed change/improvement:	
LOCATION on property:	DIMENSIONS:
MATERIALS:	
COLOR:	COST estimate:
START date:	COMPLETION date:
(Scale drawing showing the exact location and dimensions of the proposed change/improvement must be attached to this application.)	

I understand the rules concerning the proposed change/improvement. This change/improvement shall in no way encroach on a neighbor's limited common area or common ground. I agree to abide by the rules established by the Association and will be solely liable for any upkeep required by the construction of this change/improvement. I further agree to obtain all licenses and/or building permits and to meet all legal requirements for building codes and inspections. All work approved must be completed within 6 months of the dated approval from the association. If work is not completed within 6 months a new application must be submitted.

Applicant Signature(s): _____

FOR ASSOCIATION USE ONLY

Date Received:	
Date Approved:	
Special details or provisions for approval:	

Fox Hill Condominium Association

Appendix B - Violation Witness Statement

Fox Hill Complaint Form

THIS FORM MUST BE SIGNED. Please include photos if applicable and possible.

Your Name (please print)	
Address	
Nature of complaint (pet, noise, etc.):	
Location:	
Occurrence date(s):	Time(s)
Name of offender(s) (if known):	
Details (Please be specific):	
Have you attempted to resolve this problem with the other party? YES NO	
If "yes", what was the result?	
Signature	Date

Association Representative:	Date received by association:
Disposition:	

Fox Hill Condominium Association

Appendix C - Unit Owner/Resident Emergency Contact Information

Confidential Emergency Contact Information

Owner(s):			
Address:			
	City:	State:	Zip:
Home Phone:	()		
Work Phone:	()		
Cell Phone:	()		
Email:			
Car 1	Year:	Make:	Type:
	Color:	License Plate #:	State:
Car 2	Year:	Make:	Type:
	Color:	License Plate #:	State:

Emergency keys with – Name:	
Emergency contact numbers :	
Home Phone:	()
Work Phone:	()
Cell Phone:	()

Fox Hill Condominium Association

Appendix D – Maintenance Responsibility Chart

This “Maintenance Responsibility Chart” is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is listed in this “Maintenance Responsibility Chart” and the recorded documents, the Declaration and/or Bylaws will govern.

Responsibility Key:

A = Fox Hill

A*= Fox Hill, however Owner responsible for portion of the Association’s deductible for his/her/its portion of insurable damage.

O = Owner

DESCRIPTION	MAINTENANCE	CLEANING	INSURANCE
Light Fixtures:			
Interior Garage Lights	O	O	A*
Common Element Lights	A	A	A
Exterior Porch, Patio and Deck Light	O	O	A
Interior Light Fixture	O	O	A*
Light Bulbs for Fixtures on Unit’s Circuit (interior or exterior)	O	O	O
Other Electrical:			
Transformer to Meter Box Wiring	A	A	A
Meter Box to Unit Circuit Box Wiring	O	O	A
Unit Circuit Box	O	O	A*
Unit Circuit Box Wiring to Outlets, Etc....	O	O	A*
Interior Plugs, Switches, Fixtures, Etc....	O	O	A*
Exterior Plugs on Unit’s grid	O	O	A
Circuit Breakers	O	O	A*
Attic and Whole House Fans (not in roof structure)	O	O	A*
Doorbell Wiring	O	O	A*
Exterior Doorbell	O	O	A*
Alarm Systems	O	O	A*
Unit Serving Telephone Wiring and Jacks	O	O	A*
Multiple Unit Telephone Wiring	A	A	A*
Garage Doors:			
Springs, Wheels, Tracks & Weather-stripping	O	O	A*
Electrical Openers	O	O	A*
Physical Door	O	O	A*
Exterior Coating of Door	O	O	A*
Entrance Doors:			
Glass, Locks Weather-stripping	O	O	A*
Physical Door	O	O	A*
Handles, Knobs, Locks	O	O	A*
Exterior Coating of Doors	O	O	A*

Fox Hill Condominium Association

DESCRIPTION	MAINTENANCE	CLEANING	INSURANCE
Storm/Screen Door	O	O	A*
Frames, Sashes, Thresholds, Jambs	O	O	A*
Windows, Skylights & Sliding Doors:			
Glass – Breakage, Leaks, Mullions, Other	O	O	A*
Mechanism – Locks, Operators, Balances, Etc.	O	O	A*
Exterior Wood Frames	O	O	A*
Exterior Window and Door Trim	A	A	A*
Interior Casing & Frame	O	O	A*
Weather-stripping & Screens	O	O	A*
Handles, Knobs, Locks	O	O	A*
Kitchen Items:			
Appliances Including Switch, Wiring & Plumbing	O	O	A*
Kitchen Cabinets	O	O	A*
Kitchen Plumbing Including Faucets	O	O	A*
Hood and vent Fan	O	O	A*
Exterior Dryer Vents	O	O	A
Roadways and Drives:			
Pavement of Driveways, & Parking Areas	A	A	A
Snow Removal – driveways	A	A	N/A
Walls, Ceilings & Floors: (For Additional Clarification, please see Article V, Section 2			
Interior Surfaces and Interior and Perimeter Walls	O	O	A*
Structural Support and Exterior Walls	A	A	A
Ceiling Structure	A	A	A
Ceiling Covering	O	O	A
Floor Structure	A	A	A
Floor, Wall, and Ceiling Coverings	O	O	A*
Furnace & Air Conditioning & Chimney(s):			
Furnace, Humidifier, Filters, Air Cleaners	O	O	A*
Heat Ducts, Registers	O	O	A*
Air Conditioning Coil & Outside Unit	O	O	A*
Fireplace(s)	O	O	A*
Interior Flue(s)	O	O	A*
Exterior Surface-brick-siding, etc.	A	A	A*
Chimney Cap	A	A	A*
Chimney Flue Caps	A	A	A*
Chimney Flue Screens	A	A	A*
Plumbing & Lines:			
Sanitary & Storm Sewer from Unit to Main	O	O	A*
Interior Sanitary Drains	O	O	A*
Main Supply Water Line to Unit	A	A	A
Main Water Supply Line Shut Off Valve	A	A	A
Unit Water Shut Off Valve	O	O	A*
Other Water Lines in Walls and Ceilings serving only that Unit	O	O	A*
Exterior Water Spigots	O	O	A
Interior Unit Faucets, Valves, Toilets, Other Fixtures	O	O	A*