

# SUMMIT RIDGE CONDOMINIUM ASSOCIATION

## Rules & Regulations

REVISED OCTOBER 2023

**Section 1. GENERAL:** The following Rules and Regulations have been adopted by unanimous vote of the Summit Ridge Condominium Association (SRCA) Board of Trustees. These Rules and Regulations are promulgated in accordance with Article 4. General Powers of the Association, Section 3. Rules & Regulations. They shall be considered in force and implemented effective immediately upon receipt by unit owners. In accordance with Section 3, in the event that adopted Rules & Regulations conflict with any provisions of the Declaration or of the By-Laws, the Rules & Regulations of the Declaration and the By-Laws shall govern. These Rules & Regulations supersede those issued by the Board in October 2022.

**Section 2. UNIT OWNERS' RESPONSIBILITY:** These Rules & Regulations apply to unit owners, tenants, guests, and persons employed by the owners such as but not limited to: babysitters, housekeepers and home maintenance personnel. Unit owners shall take all steps necessary to ensure compliance to include having only licensed personnel working on their units. Also, workers need to have proof of liability insurance and unit owners are responsible for those workers. SRCA is hereby released from any liability claims.

**Section 3. RESPONSIBILITY OF THE ASSOCIATION:** Except as otherwise provided herein, or in the By-Laws, the management, maintenance, repair and replacement of the Common Element Areas and the Facilities shall be the responsibility of the Association, including such Common Element Areas and Facilities located within the bounds of a unit, excluding however, the interior surfaces of any interior walls, floors, doors, ceilings and other surfaces of the unit, the maintenance, repair or replacement of which is the responsibility of a unit owner. Nothing herein shall be deemed to create a contractual liability for replacement of any part of the Common Element Areas and Facilities at any time except, as the Association deems necessary for the benefit of the Condominium Property and to preserve the value thereof. Maintenance of repairs due to neglect or negligence by a unit owner/occupant will be responsibility of the unit owner.

**Section 4. INFRACTIONS:** Remedies for breach of the condominium covenants and rules are covered by paragraph 27 of the Declaration of Condominium Ownership for Summit Ridge Condominium.

A. Unit owners who are in violation of condominium Rules and Regulations will be notified in writing to rectify the violation within a time limit stated in the letter. If the violation is not rectified within the time specified, a second letter and e-mail will be sent advising the unit owner that he/she has incurred a \$50.00 fine, that the Association will rectify the violation and then additionally assess the unit owner for the cost. The letter will also advise unit owners that any reoccurring incidents of the same or similar nature, within a period of six (6) months of receipt of the violation letter, will result in the unit owner incurring an additional fine of \$50.00 per incident.

**Section 5. ASSESSMENT PAYMENTS:** Payment of the unit assessment charge is due the first day of each month. Payments not received by the Treasurer, or designated agent, by the 15<sup>th</sup> day of the month shall be considered past due and the following procedure will be initiated.

On the 15<sup>th</sup> day of the month, the Treasurer, or designated agent, is directed to initiate correspondence with the unit owner of record indicating that the assessment has not been received and that the payment has been declared overdue. The correspondence will indicate that a late fee of \$50.00 will be added if payment is not received by the last business day of the month in which the payment was due. A check indicating "Payment in Full" does not relieve the unit owner of any fees due. For repeat offenders the late fee may be increased incrementally.

Upon the first day of the following month the Treasurer, or designated agent, is directed to send a second notice indicating that the receipt of payment is still pending. The notice will further state that payment, to include payment of \$50.00 for each month the payment is overdue, must be received by the last business day of the month, and that if payment is not received, the matter will be forwarded to the Association's attorney for collection and will be reported to the credit bureau.

**Section 6. PROCEDURES FOR REQUESTING AN IMPROVEMENT APPLICATION:** The purpose of requiring submission of an Improvement Application form (copy attached) is not to discourage improvements, but to limit changes and additions to those that enhance the value of, and conform to the overall aesthetic appearance of, the condominium complex. This control should be looked upon as the protection of the value of your investment and that of your neighbors, not as a nuisance. All the

members of the Board of Trustees are in favor of those kinds of improvements that will ultimately add value to the entire condominium community, and they hope that owners will want to make such improvements.

An Improvement Application form (copy attached) must be submitted for any decorative landscaping additions and/or changes to Limited Common Element Areas (e.g., porch, patio, deck, flowerbeds, etc.). No one may display personal items in the Common Element Areas. For definition of the Common Element Area and Limited Common Element Areas, see pages 6 and 7 of the Declaration of Condominium Ownership. Improvement Application forms are also available from the Management Company. Unit owners desiring to make any change or improvement to any Limited Common Element Area must submit a completed waiver form to the Board of Trustees. The Board of Trustees will review the request and notify the requestor of its approval or disapproval. The Management Company will maintain the approved Improvement Application. The Improvement Application will remain in effect until the unit is sold, at which time the unit owner will make the necessary repairs to ensure the unit is in compliance with the Association's Rule & Regulations.

**Section 7. EXTERIOR APPEARANCE:** This rule supplements item 15.F. of the Declaration, which state that prior consent of the Association is required prior to hanging, displaying, or affixing items on the outside wall of any building or roof. **EXCEPTION** see A.1.

A. Hanging or affixing items. Unit owners/occupants may affix and/or hang a maximum of three small items in the Limited Common Element Area and Facilities adjacent to their unit including the exterior walls. Every means should be pursued to avoid to permanent attachment of all items. Items shall not be attached to the vinyl siding or to the brick surfaces of the exterior walls. These items cannot exceed 3 ft. by 3 1/2 ft. in dimension, excluding the length of a display pole (if appropriate), and may not intrude upon or disrupt any other unit. Examples of hanging items are: American flags, decorative banners, wreaths, hanging planters, etc. The following restrictions apply:

1. Items shall not be affixed to, or hung on, the garages or side under hangs of the garages, except for a standard size American flag.

2. No plastic decor items.

3. No wind chimes or windsocks.

4. Nothing is to be attached to the roof, chimney, doors, or gutters of the units.

Heavy items cannot be attached to deck or porch posts. For safety reasons, unsecured

pots shall not be placed on these posts.

5. Freestanding hammocks and freestanding porch swings are allowed. The unit owner/occupant should be aware that significant structural damage might occur by attaching any weight bearing object. Therefore, hammocks and porch swings are not allowed to be attached to the unit. The unit owner will be responsible for any damage that occurs.

A.1 Retractable awnings will be allowed, provided they are attached to the wood fascia boards on the upper rear patio deck. **NO** hardware is to be installed on the vinyl siding. An Improvement Application is required from unit owners prior to installation. Unit owners will assume liability for any damages caused to the exterior common areas or limited common areas including other residents property. Owners are liable for maintenance (keeping the awning clean), and the repair of all non-conforming conditions. Awnings will be installed under the eaves, electrical connections will be discreetly installed, so as to be almost invisible, thus avoiding unsightly wires showing. The unit owner will be responsible for ensuring the awning is closed during high wind or other severe weather conditions. Awning units will be disconnected during winter months and the electrical connections safely secured against inclement weather.

Unit owners must understand that by installing a retractable awning system, they assume responsibility for all damages such installation might cause. If the unit owner decides to leave the Summit Ridge Condominium Community, the awning will need to be removed and the building will be restored to its original condition and the owner will be responsible for all costs associated with the restoration.

B. One (1) satellite dish may be installed in accordance with FCC regulations per unit. An Improvement Application form (copy attached) must be submitted to the Board of Trustees for approval *prior* to installation. Please include the size and type of the satellite dish as well as the location proposed for installation. The installer must be appropriately insured and bonded to cover any damages caused to the unit during installation. The dish should be mounted securely in a professional manner and not mounted on the vinyl siding. Any damage caused by the satellite dish, or its installation will be the sole responsibility of the unit owner. Upon sale of the unit, the satellite dish must be removed, and the structure restored to its original condition. Satellite dishes will not be transferred to new unit owners. A deposit of \$500.00 for all owners of a satellite dish is required because unit owners have not paid in the past for returning the

roof to its original condition. The actual cost of returning the unit to its original condition by The Association will be deducted from the deposit price and the difference will be returned to the unit owner after completion of the work. However, if the cost exceeds the deposit, the unit owner is responsible for difference.

C. Solar Energy Collection Devices are prohibited on the Common Element Areas and/or the Limited Common Element Areas.

D. Cable wires, electrical cords, etc. as referenced in the Declaration 15.F. are not allowed to be placed on the exterior walls or roof or any part thereof. Violators shall be required to remove such items upon request.

E. Display items. Unit owners/occupants may display a maximum of one free standing display item (maximum of 30 inches tall) on their deck or front porch. Examples of display items are stone geese, birdbaths, fountains, etc. If the item is placed in the shrubbery/mulch areas, it must be removed prior to contracted landscape maintenance at the owner's expense. No plastic decor items are permitted. No display items, including pots, shepherd hooks, gnomes, or concrete animals may be displayed in the front of, or down the side of, the garage areas.

F. Landscaping and flowerbeds. No existing trees or shrubs may be removed or transferred from one area to another. Unit owners/occupants may plant annual plants so long as they do not interfere with the shrubs/trees owned by the Association. No evergreen shrubs or trees may be added to flowerbeds without prior approval of the SRCA, and no vegetables or fruits may be planted anywhere in the beds. If the unit owner wishes to build new flowerbeds, they must submit an Improvement Application form (copy attached) to the Board of Trustees before beginning the landscaping. Unit owner/occupant's plant material may be damaged by the Landscaping Contractor during annual mulching or turning. Such damage is the sole responsibility of the unit owner and not the Landscaping Contractor or the SRCA. Annual plants and flowering bulbs may be planted in flowerbeds; however, the height of such plants will not exceed the lower ledge of the unit's windows. All unit owners/occupants will be fully responsible for cleaning their own yard debris promptly when the growing season is over. No plant debris may be discarded in the Common Element Areas. Units failing to maintain their flowering areas will be notified in writing that maintenance is required. They will be given five days in which to rectify the situation, and after the five days has expired, a landscaper will be contracted to do the work at the unit owner's expense.

G. Patio and deck planters, etc. Pots and planters may be used on decks and patios

so long as they are attractive and rustproof. Every effort should be made to place most pots and floral displays on the back decks. Excessively heavy hanging plant boxes or pots are not permitted in order to avoid damage to the decks or exteriors of the buildings. All pots and boxes must be cleaned and, where practical, put away after the growing season is over. Dead plants cannot be left on patios and decks over the winter. All reasonable action will be taken to ensure that objects to include flowerpots, dirt and other debris are not permitted to fall from decks, nor can they be thrown from decks.

H. Personal items on decks, patios and other Limited Common Element Areas. No unused items may be stored on patios and decks where they are visible to the public. This would include tools, hoses and sprinklers, discarded boxes, gas cans or other debris. In no case shall such materials remain on decks and patios for a period exceeding five (5) calendar days. Such property must be stored within the confines of the owner/occupant's unit. No compost areas may be set up on any patio or deck. No clotheslines may be strung up on any patio or deck. Patio furniture may be left out on decks and patios, but it is the unit owner/occupant's responsibility to cover and secure the items in case of bad weather. No Limited Common Element Areas to include wooden decks and patios may be carpeted or covered with artificial grass. No towels, comforters, clothing, etc. shall be draped over the deck rails. Landscaping lights are not allowed anywhere including along walks and drives unless prior permission has been granted by the Association.

I. Wildlife Control. There is to be no feeding of wildlife throughout the community. Bird feeders, bird houses or other wildlife feeding stations may not be placed in Common Element Areas, or on decks or patios, except feeders for hummingbirds. Unit owners/occupants should be aware that wildlife (Racoons, Squirrels, etc.) and damaging birds (such as Woodpeckers) have been attracted to these feeding stations causing extensive damage to grass areas, decks, posts and chimneys throughout the complex, resulting in costly repairs. Repairs will be made at the unit owner's expense.

J. Toxic and flammable items. No toxic sprays may be used on flowerbeds and landscaping areas owned by the Association. No toxic or flammable materials may be stored outdoors on patios or decks. No paints, toxic liquids or gasoline or oil products may be dumped anywhere within the condominium complex.

K. Exterior maintenance of individual units. Each occupant is responsible for maintaining the cleanliness and orderliness of their individual unit. All burned out exterior light bulbs must be replaced with clear light bulbs within 24 hours. For reasons

of safety and security it is recommended that all unit exterior lights be turned on from dusk till dawn. All trash will be placed in proper containers and trash cans must be returned to garages within 24 hours after they have been emptied. Newspapers and flyers must be removed from the front of units within 24 hours of delivery. Yard tools and other items should not be left on driveways and sidewalks overnight. Window screens are the unit owner's responsibility, and they must be in good working condition.

L. Holiday Displays. Christmas displays are permitted from Thanksgiving until January 10<sup>th</sup>, weather permitting. Items pertaining to other holidays may be displayed from two weeks before to one week after the holiday.

M. Radon Gas. Any unit owner wishing to install a radon mitigation system must submit an Improvement Application form (copy attached) to the management company or Board of Trustees, for restrictions and responsibilities that must be observed. Installation will be at the unit owner's expense.

N. Unit Inspections. All units will be inspected for exterior violations of the SRCA Rules & Regulations by either the manager of the contracted management company or a member of the Board of Trustees prior to the sale of any unit. No documents shall be issued by the management company until this inspection is completed. Violations are required to be remedied prior to sale.

**Section 8. RESPONSIBILITY OF UNIT OWNERS.** This rule supplements item 18.C. of the Declaration.

A. Windows and Doors. Unit owners are required to submit an Improvement Application form (copy attached) to the Board of Trustees for prior written approval of their plans when replacing doors and windows. The obligation to maintain and repair windows and doors of the unit includes replacement with items that match the size, type, and exterior color (white). To maintain uniformity every effort should be made to exactly match the existing windows on the side of the unit where the replacement is needed. Replacement of sliding doors with French or patio doors is permitted so long as the replacement item can be accommodated without modification to the structure of the unit. Unit owners are permitted to install white metal storm doors and screen doors on the front entrance to the unit. The storm door must have a full view glass. Brass or brushed nickel kick plates are optional. No cross-buck doors are permitted. Replacement of an outside door or garage door requires the review by our management company to ensure the replacement meets the requirements established by the Association. No fans of any kind or air conditioners are allowed to be placed in any unit window or door. Acceptable interior window coverings include drapes, curtains, shades

or blinds as long as the backing of the covering is white or neutral in color in order to maintain the uniform look of all unit exteriors. No colored papers, sheets, or blankets are allowed to be used as window coverings.

B. Installation of Electric Transportation and Battery Charging Station. Unit owners are required to submit an Improvement Application form (copy attached), and due to the combustibility of lithium batteries a notice that their private Condominium Insurance Company has been notified of the installation to ensure Unit owner's liability coverage is sufficient. Installation MUST be done by an Electrician, certified to install this equipment.

**Section 9. SAFETY.** The following rules are imposed for the safety of residents and their guests. As violations may also result in insurance liability and/or legal action taken against the SRCA, these rules will be strictly enforced.

A. Play areas. As a matter of safety, no one under the age of 14, shall be permitted to play in the streets or parking areas of the condominium complex. Riding skateboards, scooters, or having other toys anywhere in the streets or parking areas of the condominium complex is not permitted. Persons 14 years of age or older are permitted to ride bicycles in the complex but, only to access the city streets. No basketball hoops, hockey goals, or soccer goals of any kind are allowed within the condominium complex.

B. Swimming pool. **Pool hours are 10:00 am to 9:00 pm.**

1. Occupant must be in good standing for Unit Fee Accounts in order to use the swimming pool/amenities.

2. An occupant must always accompany any non-resident family members and guests (limit of four) while using pool facilities. A responsible adult must always accompany persons under the age of 14. Violators will be notified, and the unit owner will be advised in writing of any infraction.

3. Swimming pool keys will be issued by the management company. Keys to the pool area are for the exclusive use of occupants and will not be loaned or duplicated. Duplicate keys will be confiscated. A \$25.00 fine will be assessed to any occupant/unit owner who loses a key; a \$50.00 fine will be assessed for the loss of a second key; a \$100.00 fine will be assessed for the loss of a third key; a \$200.00 fine will be assessed for the loss of a fourth key; and an increase of \$100.00 will be assessed for all future key losses.

4. Gates to the pool area will always remain locked, except for entry to and departure from, the pool area.



5. Running in the pool area and diving or jumping into the pool is not permitted at any time.

6. No glass objects of any kind are permitted in the pool area.

7. Pets are not permitted in the pool area at any time.

8. Posted hours for use will be observed.

9. Occupants and guests shall return chairs and tables to their original position.

All personal items and waste products to include cups, plates, napkins, cigarette butts and like items must be removed or placed in appropriate trash containers upon departure from the area.

10. The SRCA Pool Manager or any SRCA member has the duty to require any occupants and guests to leave the pool area if they are creating a disturbance or if they are in violation of the above rules.

11. Incontinent individuals must wear pool safe, absorbent garments in the pool.

C. Grills. Residents living in multi-family structures in Ohio cannot legally grill out on their decks and patios. Regulations governing the operation of open-flame cooking devices such as barbecue grills are in the 2005 Ohio Fire Code. Simply put, no more grilling or barbecuing on condominium balconies or patios. Therefore, charcoal and gas grills, gas lanterns, chimenea's and like open-flame appliances are not permitted on wooden decks due to the fire hazard. During grilling, it is *required* that grills be pulled away from the buildings to the Common Element Area or driveways and then returned to garages or lower patios for storage when cooled. There have been instances where replacement of siding was required due to damage by grill heat. In addition, we have been notified that the color of our siding is no longer available and if damaged, would require siding for the entire building to be replaced – a very costly expense for a single careless unit owner to bear.

D. Garage Doors. Per our Neighborhood Watch Program garage doors must remain closed when not attended to discourage theft and animal access. This also provides a uniform appearance of the units.

## **Section 10. SECURITY.**

- A. Security Cameras and motion sensitive lights. An Improvement Application form must be completed prior to installation. To maintain privacy, cameras and lights must not be pointed into any windows or doors, patios or decks of adjacent units. In order to blend more uniformly, white is the preferred color.

## **Section 11. AREA CLEANLINESS.**

A. Parking Areas. No motorized or towed vehicle repair or maintenance work shall be permitted in the Common Element Parking Areas of the condominium complex except that which is necessary for vehicle movement or completion of the maintenance work.

B. Debris. Personal waste products and debris such as that resulting from unit construction projects shall not be permitted to remain on condominium property beyond the next trash collection day except that which is stored within the bounds of the unit. In no case shall such materials be placed in the Common Element Areas for storage.

## **Section 12. PARKING.**

Parking in the Common Element Areas of the condominium complex (i.e., driveways and designated parking spaces) shall be used exclusively for motorized vehicles not exceeding three-quarter tons gross weight. Recreational vehicles, commercial vehicles, and towed vehicles such as boats, campers, Pods and other general-use trailers will not be parked in these areas. Loading and unloading of such vehicles is permitted but is limited to a twenty-four (24) hour period. Waiver of the time period may be submitted in writing to the Board for consideration. Occupants with more than two cars must use their driveway to the maximum extent possible in order to leave designated parking spaces available for guests. Guests must park in the visited occupant's driveway if possible. If driveway parking is not available, guests may park in the designated parking areas or on Willow Run. In order to ensure access of emergency vehicles, parking on the streets of the condominium complex is not permitted. Violator's vehicles will be towed to a designated area at the vehicle owner's expense. Parking on the grass is never permitted. Vehicles parked in guest spots must be moved every 48 hours. Guest spots are not for long-term parking by anyone (longer than 48 hours) and are not to be used until both Unit owners garage and driveway spots are filled. Contact the management company for special parking exceptions. Vehicles in guest parking spots must have current registrations and licenses or they will be towed away at the vehicle owner's expense within 48 hours of

discovery. No oversized vehicles are to be parked in the SRCA facility unless being used in the performance of Unit maintenance. Trucks with trailers attached or other oversized vehicles (i.e., trucks with tires extending beyond the width of the wheel well) should be parked on Willow Run.

**Section 13. PETS.** Pets may be owned and maintained in and about the condominium complex subject to the following conditions and reservations.

A. Acceptable pets. The only pets permitted within the condominium property shall be dogs, cats, fish in aquariums and small caged animals such as hamsters, gerbils, and birds. Occupants are not allowed to have more than two (2) dogs, or two (2) cats (or 1 each) and the dogs or cats must be a maximum of 50 lbs. per animal.

B. Control. Pets are subject to the laws of Greene County, must be licensed as required, and must be always under the positive control of the owner (i.e., on a hand-held leash).

1. Leashes/dog leads: Occupants may not affix or fasten dog leashes or leads anywhere on the condominium grounds or buildings. If there is any structural damage caused by this practice, the unit owner will be responsible for repairs.

2. Barking dogs are a frequent complaint. Pet owners are not to allow dogs to bark for long periods of time and annoy their neighbors. Pet owners will not leave any animal outside unattended or barking. Please be considerate of your neighbors.

3. Pet Waste containers, pet houses, animal food dishes of any kind are prohibited on the outside of any unit.

C. Liability. Unit Owners/occupants are legally and financially responsible for all personal injury and property damage resulting from the actions of their pet. Condominium property will be restored to its original state by employees of the management company when such damage occurs, with charges allocated to the unit owner. This includes both landscaping and grass. Particularly, the unit owner is responsible for reseeding lawn areas or paying the Association for lawn damage due to dog urine.

D. Pet waste. Pet droppings in Common Element Areas shall be cleaned up, and properly disposed of, promptly. Pets shall not be curbed near buildings, walkways, shrubbery, driveways and the pool-area fence line. Many of our unit owners/occupants have elected to not have pets and they do not want pet waste deposited around their units.

**Section 14. NOISE.** Unit owners/occupants are subject to Greene County noise abatement laws and those covering general disturbances such as that resulting from the use of stereo and amplifying equipment, radios, televisions, musical instruments, motor vehicles, and that resulting from parties hosted by a unit occupant. Occupants shall take reasonable precautions to avoid disturbing other occupants and guests in our condominium complex.

**Section 15. UNIT LEASING.** Units may be leased in accordance with the provisions of Section 151 of the Declaration of Condominium Ownership as well as Amendment 21, the Rental Cap provision. Before a lease can be approved by the Association Board of Trustees, a signed document from the Unit Owner stating copies of the Summit Ridge Declaration, By-Laws, and current Rules & Regulations have been provided to the lessee. And the lessee must contact the Management Company and provide them with contact information.

**A. LEASING GUIDELINES**

- 1) All lease agreements must be in writing.
- 2) All leases must be **approved** by the Association Board prior to execution (signing) and copies of all finalized lease documents provided to the Management Company upon execution. A fine of \$100.00 will be assessed to the Unit Owner's account if the lease is not approved by the Board and a copy of the executed lease provided to the Management Company prior to the lessee's move in.
- 3) As always, the Unit Owner is responsible for the actions of their tenants and are required to pay any enforcement charges assessed to the account or for damages to the common elements caused by their tenants. If the tenants have multiple and continuing violations, or the Unit Owner does not pay the common assessments, or special unit assessments, in accordance with the provisions of the Declaration and Bylaws, the Board has the authority to declare the Unit Owner and tenant in default of the lease agreement and has the power to remedy the default in accordance with Ohio law and to place a lien against the Unit for any unpaid balances.
- 4) No Unit Owner can enter into a lease agreement with a registered sex offender of any state that would permit occupancy of the Unit.

- 5) All units must be lived in by the Owner of record as his, her or their Primary residence for a period of 12 months or more prior to being eligible to be leased.
- 6) All lease agreements must be for a minimum of 12 months. Upon expiration, a new 12-month lease must be signed. Short term rentals of less than 12 months will not be permitted. The exception to this rule is for rentals that are approved above the 7 Unit limit due to “hardship” or “Military Service”. In these cases, after the first lease year, the Unit must again be listed for sale until sold or the Owner resumes residency. Only month-to-month leases are permitted after the first year so as not to interfere with a sale, as detailed in the Rental Cap section 14.B.

**B. Twenty-First Amendment – Rental Cap.** The rental cap amendment to the Summit Ridge Condominium Declaration of Condominium Ownership passed and was recorded with the Green County Recorder’s Office on March 13, 2019. The rental amendment does not prohibit rentals; it simply caps the number of Units that may be rented at any one time to 10%, or 7 out of 70 units, in the community.

1. GRANDFATHERED UNITS - “Grandfathered Units” or any eventual Unit Owner (within the 7 Unit Rental Cap) who leases their Unit will remain eligible to rent their Unit, *provided* the Unit does not go vacant for more than 60 days after the tenant vacates the Unit. If at any time the Unit Owner of a leased Unit decides to re-occupy their residence, even for a short period of time, or a new tenant is not secured with a signed lease agreement within 60 days of the expiration of an existing lease agreement, that Unit Owner will lose their status as a leased Unit. Specifically, that Unit Owner will move to the bottom of the waiting list if there are more than seven Unit Owners currently renting or wishing to rent.
2. HARDSHIP SITUATIONS – The Association can permit more than 7 Units to be rented at one time. If a Unit Owner finds themselves in an undue hardship situation or if a Unit Owner is deployed for military services, and these Unit Owners have provided necessary documentation, shown a good faith effort to sell their unit at a fair market price for a period of no less than six months, and still find a need to rent the Unit, then the Unit Owner may be eligible for a hardship exemption. In addition, at the

conclusion of the 12-month lease, the Owner is required to place their Unit for sale and show a good faith effort to sell the Unit at a fair market price until the Owner resumes residency. During that time, following the first lease year, the Owner may only lease on a month-by-month basis so as not to inhibit the sale of the Unit.

**Section 16. SIGNS.** For Rent/Sale signs and other displays of advertising on any part of the Common Element or Limited Common Element areas are not allowed. The only exception will be one (1) temporary “Open House” sign posted on the day of the open house. One “For Sale/Rent: sign is permitted to be displayed on the inside of a unit window. One political sign may be displayed, but only on the inside of a unit window for the periods allowed by law for political election signs. This will help in maintaining a uniform exterior appearance throughout our condominium complex.

**Section 17. HOME OFFICES.** Home offices such as those maintained by professional people and the handicapped may be maintained within the confines of the unit owner/occupant’s residence. This rule, however, specifically excludes those businesses that require client visitation or material deliveries. Storage of such materials in occupant’s unit is strictly prohibited. In all cases, the zoning laws of Greene County shall govern such businesses.

**Section 18. PRIOR TO SALE.** All unit owners must notify the management company, in writing, of the intention to sell or lease any unit. No later than seven (7) days prior to closing for the sale of any unit, or the date of the lease of any unit, a written notification of the pending sale or lease must be received by the management company.

**Section 19. COMPLAINTS.** All questions and concerns, complaints and disputes should be submitted in writing (e-mail/mail) to the management company who will then forward them to the SRCA Board of Trustees to be acted upon.

**Section 20. OTHER CHANGES.** Any change, update, or new installation to any unit that makes a change to the outside of the building in any way, and not discussed previously in this document, is strictly forbidden. Examples include exterior wiring for cable TV, and furnace installation or ventilation that makes new holes through the walls or roofs. All such changes require a waiver to be submitted and approved, prior to having any work performed. Unit owners will be assessed a \$100.00 fine per incident for any such violation that occurs and will be assessed the cost(s) to return infraction(s) to original condition.



# Summit Ridge Condominium Owners' Association

## IMPROVEMENT APPLICATION

### WHEN DO YOU FILE AN IMPROVEMENT APPLICATION?

An application form must be submitted for any construction or addition to the exterior of your building or grounds. If in doubt about your particular project, contact Towne Properties Asset Management Company at (937) 222-2550.

### WHAT IS THE OBJECT OF THIS FORM?

The object of requiring a homeowner to file an improvement application with the Board is two-fold:

1. To insure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the Community, maintains the architectural harmony of the Community and in no way inconveniences your fellow homeowners.
2. To enable the Association to determine what information and assistance it can give in order to expedite completion of your planned improvement.

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ LOT# \_\_\_\_\_

DATE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

NEIGHBORHOOD \_\_\_\_\_

TYPE AND NATURE OF REQUESTED IMPROVEMENT: \_\_\_\_\_

COLOR \_\_\_\_\_ DIMENSIONS \_\_\_\_\_ LOCATION \_\_\_\_\_

SUPPLIES \_\_\_\_\_ APPROXIMATE COST \_\_\_\_\_

**A SCALE DRAWING OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW THE EXACT LOCATION AND DIMENSIONS.**

*I understand the rules concerning the proposed improvement. This improvement in no way encroaches 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 improvement.*

*I further agree to obtain all licenses and/or building permits and to meet all legal requirements for building codes.*

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

------(FOR ASSOCIATION USE)-----

Date Received \_\_\_\_\_ Received by \_\_\_\_\_

Date Approved \_\_\_\_\_ Date Disapproved \_\_\_\_\_ Letter Sent \_\_\_\_\_

Special Details or provisions for Approval \_\_\_\_\_