

WELCOME TO ASHTON GARDENS

The Ashton Gardens Condominium Association, Inc. extends a warm welcome to all members. The Association wishes that the purchase of a unit here will be a sound investment and that members will appreciate the quality of life in the Ashton Gardens community for many years.

To promote the enjoyment of this community, this Quick Reference Guide was prepared to provide helpful information about the policies and procedures that the Association's Board of Managers and the Property Manager follow in order to best serve each Owner in Ashton Gardens.

It is the purpose of the Association's Board to maintain and protect the value of the property and your quality of life.

In addition, it is the purpose and promise of the Property Manager to assist the Board in upholding these responsibilities while maintaining an atmosphere of welcome and comfort to all Owners and their guests. In the event of conflicts between this Quick Reference Guide and the Declaration and/or By-Laws of the Association, the Declaration and/or By-Laws shall prevail.

Whenever you have a question or comment, please call the PA Property Manager, at 937-432-9050.

*Revised & sent to board
on 12/16*

NEIGHBORHOOD INFORMATION

The City of Kettering provides informational packets about the area. The new resident packages include information about city services plus maps to help new residents find their way around the community. To have a packet mailed to your new home, call 937-296-2400.

Managed By:

PA Property Management
6832 Loop Road
Centerville, OH 45459
937-432-9050 x4
Fax: 937-432-9060
E-mail:

lisah@planningalternatives.com

Emergency Only: ~~937-422-6724~~

937-432-9050 x7

Ashton Gardens Condominium Insurance:

Nationwide Insurance
C/O Mike Witt
6828 Loop Road
Centerville, OH 45459
937-439-5667

Public Safety Services:

Emergency Police, Fire, or Life
Squad: 911
Non-Emergency Police:
937-296-2555
Non-Emergency Fire: 937-293-2151

Elevator Emergency Service:

~~Elevator Services, Inc.: 937-298-1259~~

PEAK Elevator 614-420-0277
Utilities: *937-250-7878*

Dayton Power & Light
877- 4OUTAGE (877-468-8243)
Business Office
937-433-8500

Kettering City Offices:

City of Kettering Government Offices
3600 Shroyer Road
Kettering, OH 45429
937-296-2416

Kettering School District:

Kettering City Schools:
Administration Office
500 Lincoln Park, Suite 308
Kettering, OH 45429
937-499-1418

Kettering Parks, Recreation and Arts:

Administrative Office
3600 Shroyer Road
Kettering, OH 45429
937-296-2454

Dayton Metro Library Kettering-Moraine Branch:

3496 Far Hills Avenue
Kettering, OH 45429
937-463-2365

Animal Shelter:

Montgomery County Animal Shelter
6550 Webster Street
Dayton, OH
937-898-4457

CONDOMINIUM ASSOCIATION

WHAT IS A CONDOMINIUM ASSOCIATION?

When developers began building communities with common open areas and amenities, such as condominiums, everyone agreed that having property shared by all owners was a good idea. But, a question remained; that question was "Who's going to take care of it?"

Local governments were not responsible because the land was privately owned. The developer would sell all of the units and go on to build another project and would not want to be responsible, so that left the owners. Condominium associations were organized to maintain and to establish policies for the common, or shared property, in which owners have an undivided interest.

A condominium association is an organization of the condominium owners. A buyer automatically becomes a member with the purchase of a home within the development. As a member, he or she has a voice and a vote, based upon the percentage of ownership in any given unit. If two or more people, fiduciaries, tenants in common or otherwise own individual interests in a Unit, each may exercise the proportion of the voting power of all the owners of the Unit that is equivalent to his /her proportionate share of the Unit in the Association's affairs. These votes are cast during annual or special meetings of the general membership.

The condominium association is an incorporated, non-profit organization operating under recorded land agreements through which each owner is automatically a member. Each member is subject to a charge for a proportionate share of expenses for maintenance of common property and support of other necessary activities.

WHAT DOES THE ASSOCIATION DO?

The primary responsibility of the association is to protect the value of the property owned by the members. The association provides for the physical maintenance and operation of the shared property.

The association has other responsibilities such as: enforcing regulations, establishing architectural and landscaping guidelines and controls, and setting up an effective communication system among its members.

The most important thing to remember about any condominium association is that it is a business and to be successful, it must operate like one. The Ashton Gardens Condominium Association, Inc. retains a professional management firm to assist it with its operations. Professional management helps to assure that the association functions as a viable business organization that protects each member's valuable investment. Under the direction of the Board of Managers of the Association, the management firm's staff coordinates and supervises the common area maintenance, enforces the architectural and landscape design policies, and does the accounting and clerical work on behalf of the association.

GOVERNING DOCUMENTS DEFINED

When the developer plans a project, a set of legal documents is created that establishes the condominium association, governs its operations, and provides rules for use of all properties in the community. In order to have a successful community, it is important that all owners are familiar with the governing documents. The governing documents consist of the following:

A. Declaration of Condominium Ownership

The Declaration contains a legal description and “declares” the property as a community association; it is recorded with the county wherein the property is located.. It also details each owner’s property rights and the conditions for use of his/her property, and his/her rights and obligations in the Association. These master regulations are important rules that govern your day-to-day activities in Ashton Gardens. They are set up not to be unnecessarily restrictive, but to make owning a condominium a more pleasant experience and to assure that an established quality of life is maintained throughout the community. These documents are available from the Montgomery County Recorders Office, or on their website or from PA Property Management, s, Inc. for a small fee. <http://www.mcrecorder.org/>

B. Articles of Incorporation

The Articles of Incorporation establish the Association and its purpose, structure and powers. Condominium Associations are not-for-profit corporations.

C. By-Laws/Code of Regulations

The By-Laws control the internal governmental operation of the association itself. It too is recorded with the county and defines aspects such as owner voting rights, number and terms of board members, and association procedures.

Insurance: The governing documents of community associations define insurance responsibilities and they are separate and distinct from maintenance responsibilities. Each owner’s professional insurance agent should review the governing documents to advise owners on their insurance requirements. If the price is right, it may be wise to purchase a policy from the same company that provides insurance for the association so that areas of coverage are less likely to be in dispute (See page 2 for Agent’s name and telephone number.)

D. House Rules

The declaration and bylaws are generally written by the developer’s attorney; the house rules are generally promulgated by the Board. This document, which is often in booklet form, contains information and the conduct regulations of the association and the community’s residents, in plain English.

E. Unit

Units consist of all the space bounded by the undecorated perimeter walls, floor, and ceiling. These include decorated surfaces, doors, windows, fixtures, appliances, including heat pumps and air conditioners, and utilities and their connections that service only one unit.

F. Limited Common Area

In general, limited common areas are those areas that are for use by only certain units. An example of a limited common area for the exclusive use by one unit is a patio or deck. The hallway on each floor is considered limited common area for the use by the units on that floor.

G. Common Areas

The common area is all of the property except those areas defined as units. Examples include: the building structure, roofs, garage, and land around the buildings.

ASHTON GARDENS CONDOMINIUM ASSOCIATION

BOARD OF MANAGERS

The purpose of the Board of Managers is to allow three elected representatives of all Owners/Members to administer policies and procedures and to make managerial decisions affecting the operations of Association business and the maintenance of all real property held in-common.

The members of the Board of Managers, being duly elected, or appointed to fill a vacancy, are recognized by the State of Ohio as Officers of the Corporation (The Ashton Gardens Condominium Association, Inc.), and have the authority to enter into contractual obligations, carry out and enforce all provisions of the Declaration, Articles of Incorporation and By-Laws, and may assign such responsibilities as deemed appropriate to the Property Manager.

A. Ashton Gardens Board of Managers may:

1. Establish the policies and regulations, "house rules."
2. Approve the Operating Budget including determining monthly assessments, special assessments, and reserve funding, based on the budget presented at the annual meeting and association rules.
3. Enforce the architectural control and landscape guidelines.
4. Maintain the common areas and structures located on common property.
5. Keep a complete record of corporate affairs and report them to members.

B. Functions of Officers

1. **President:** The President is the Chief Executive of the Board and presides at all meetings of the Board and the Association. The President oversees the general supervision of the community and Association affairs. The President signs all conveyances and contracts of importance to the Association's business. The President is generally a signatory for all Association business.
2. **Secretary:** The Secretary is responsible for all corporate affairs of the Association. This individual shall keep the minutes of all meetings of the Association and of the Board of Managers and assure adequate notice of meetings.
3. **Treasurer:** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

The Property Manager shall assist the Board of Managers with ~~recording the minutes and~~ keeping the financial records for the condo association.

PROPERTY MANAGER

A. Responsibilities:

1. The Property Manager is responsible to the Board of Managers for carrying out the day-to-day operations of all Association business and managing commonly held real property.
2. The Property Manager has specific authorization, and its obligations are contained within the Management Contract. The current Property Manager is PA Property Management, ~~s, Inc.~~
3. The Property Manager will solicit bids, contract, oversee, and direct all contractors and suppliers servicing the Association under the approval of the Board of Managers.
4. The Property Manager is responsible for the administration and implementation of the policies, procedures, and any other managerial decisions of the Board of Managers. The experience and expertise of a Property Manager provides the Board of Managers with the information necessary to make appropriate decisions on most of the Association's administration and management responsibilities.

FINANCIAL RESERVES

A. Purpose

1. The Reserve Account is the Association's way of accruing money for future repairs and replacements of real property held in-common. A percentage of your assessment is set aside in a special interest-bearing account to plan for the repair and

replacement of the real property held in-common. These maintenance functions help to protect and preserve property values. The allowance for the reserve account is included in the annual budget for the Association.

2. The ability to sell your unit may be influenced by the adequacy of the Reserve Account. Primary lenders consider Reserves for future needs as a key part of a sound financial policy and, consequently, may be more receptive to lending money in communities with an established Reserve Account policy.

SALE OF A UNIT

A. Association Membership

The declaration & by-laws are on our website at no charge. @ Planningalternativesllc.com/docs

1. When a unit is sold, the new owner automatically becomes a member of the association. Owners should keep their governing documents, including Declaration, Association By-Laws, Articles of Incorporation, and Easement Agreement, in a safe place and give them to new owners. Copies of these documents are available, for a fee, PA Property Management or the Montgomery County Records Office. <http://www.mcrecorder.org/>
2. Call the Property Manager so that the Accounting Department may update its records to reflect the proper ownership, within 3 days of any change.

ASSOCIATION MEETINGS

A. **Board of Managers**—The Board of Managers meets at least four times per year at mutually agreed upon times and places.

B. **Annual Meetings**—At the Annual Meeting, the vacancies on the Board of Managers are filled, and committees assigned.

1. **Notices for the Annual Meeting** are mailed to each Condominium Owner of Record no less than fourteen (14) days and not more than twenty-eight (28) days before each meeting. Notices will inform each owner as to the purpose of the meeting, the date and time, and location of the meeting.
2. **Procedures**
 - a. A sign-in sheet listing of the Owners' names and addresses is provided.
 - b. Each Owner signs his/her name and receives a ballot.
 - c. Proxy votes—(Those holding proxies should sign his/her name on the line of the person who assigned the proxy. The sign-in sheet will then be marked accordingly.
 - d. An agenda will be prepared and followed. There will be a request for nominations from the floor.
 - e. The ballots will be counted by the staff or persons appointed at the meeting. If the results are close, the ballots will be recounted.

- f. The results will be presented to the members.

MONTHLY ASSESSMENTS

The purpose of assessments is to provide operating funds for maintenance, or improvement of the co-owned property and to operate the association. The assessments are used to pay for the following benefits and services:

- A. **Building repair and maintenance** including, but not limited to: repair and maintenance of roofs, gutters, downspouts, exterior building surfaces, elevators, and hallways.
- B. **Landscape maintenance** including, but not limited to: lawn mowing, mulching of planting beds, trimming of shrubs and trees, and removal of dead or damaged trees and branches.
- C. **Streets, Parking Areas and Sidewalks** including, but not limited to: repair and maintenance and snow removal as directed by the Board of Managers.
- D. **Utilities:** Water and sewer charges for all units and common areas are paid for by the Association. Electricity costs for the common areas are paid for by the Association and as agreed in the Cross Easement Agreement with the Ashton Gardens of Lincoln Park Association, Inc.
- E. **Insurance:** coverage as outlined by the governing documents for Common Areas and the Board of Managers. Each Condominium Owner is advised to check with his/her agent for property insurance about adequate coverage for individual units.
- F. **Lincoln Park Association Fee:** annual fee assessed by the Lincoln Park Master Association for the maintenance and upkeep of common property in Lincoln Park.
- G. **Reserves** for future improvements and replacements: reserves are established to assure funds for future replacements, and when necessary, maintenance of common facilities, such as, but not limited to, repair of streets and public parking areas, roof repairs or replacement, and sidewalk repair. State law requires a minimum set-aside to build reserves.
- H. **Management** services include the following:
 - 1. Accounting for the Association funds.
 - 2. Collection of delinquent monthly assessment fees.
 - 3. Printing and distribution of notices and newsletters.
 - 4. Supervision and coordination of the Association's legal counsel, professional consultants, and contractors.
 - 5. Administration of the Association's insurance policies.
 - 6. Advisory services to the Board of Managers.

DETERMINATION OF ASSESSMENT

The monthly assessment for each unit is based upon that unit's proportionate share of expenses in accordance with its percentage of ownership. As stated in the Declaration in Article X (Sec. 10.01, 10.02, p. 9) each Unit is responsible for 1/24, or 4.16 2/3%, of the total budget.

COLLECTION OF MONTHLY ASSESSMENTS

Assessments are levied in accordance with Article V (Section 5.01, p. 8) of the Associations' By-Laws. These assessments are for the purpose of promoting the recreation, scenic enjoyment, health, welfare, and safety of the residents and for protecting, advancing and promoting the environmental concept of the property and preserving the aesthetic and scenic qualities of the development.

It is important for the financial soundness of the Association that monthly fees be paid promptly. Monthly assessments are due the first day of the month; the Board of Managers may charge a late fee of up to \$20.00 on assessments that are not paid by the tenth of each month. If assessments become delinquent, the Board of Manager's may file a lien against the unit and require that the full amount of the year's assessment be paid before releasing the lien, as in the Declaration Article XXI (Sections 21.04-21.05, p. 25).

SPECIAL ASSESSMENTS

At times when unexpected repairs or replacements are needed, a special assessment may be made to meet this financial need. It is hoped that careful financial planning and the development of a reserve fund will make special assessments unusual.

LINCOLN PARK CENTER **LINCOLN PARK MASTER ASSOCIATION INC.**

The plans for Lincoln Park Center, commonly known as simply Lincoln Park, envisioned a mixed use area. It includes a city park, office buildings, rental housing, senior housing with a nursing home, and condominiums. Lincoln Park is governed by a declaration, which was filed with Montgomery County in 1985, and revised and amended in 1989. This Declaration is similar to the one that governs Ashton Gardens Condominium Association. A copy is available from the Montgomery County Records Office or at their website. <http://www.mcrecorder.org/>

Ashton Gardens is one of the six "villages" as the condominiums are called in the declaration built in Lincoln Park. Arnold Enterprises, Inc. (630 Orchard Lane, Beavercreek, OH 45432) built Ashton Gardens, which was planned to include six buildings with twelve (12) units each and a garage to serve all 72 units. In 2006, Arnold Enterprises, Inc entered into an Easement Agreement with Ashton Garden regarding the use of the undeveloped land and garage. A copy of the Easement Agreement is available for a small fee from PA Property Management or from the County Records Office. <http://www.mcrecorder.org/> At that time the undeveloped acreage (approximately half of the original) was designated as Ashton Gardens of Lincoln Park. Ashton Gardens Condominium Association owns the two buildings and the garage, and the land associated with those structures. See the drawing at the end of this booklet. In 2017, Rob Arnold for Asteliers Fine Homes applied to the City of Kettering to develop the

open acreage. The plan of was approved in and the first four-unit building was completed and occupied in Spring 2020. In this booklet, the development is called Ashton Gardens of Lincoln Park.

The Lincoln Park Master Association Inc. has a Board of Trustees composed of a representative from each of the member associations: Ashton Gardens, Ashton Gardens of Lincoln Park, Cottingwood, Renolda Woods, The Woods at Lincoln Park Timberlake, One Lincoln Park (including the Manor), The Residenz, A.B. Wenzler Realtors (Frazee Pavilion), and Lincoln Park Center (500-580 Lincoln Park). All member associations support the master association financially, but only the six condominium/homeowner associations have voting power.

This board establishes an annual operating budget for revenues and expenses required for the maintenance of the common areas owned by the Lincoln Park Master Association. An annual assessment is paid by each of the member associations based on the size of the property in relation to the whole of Lincoln Park.

ELEVATOR SAFETY

In the event of a fire, do not use the elevator. Take the closest stairway down and exit the building.

A telephone is located in the elevator for emergency purposes only. If anyone should become trapped in the elevator follow these suggestions:

1. Remain Calm
2. Pick up the telephone and dial 911.
3. After contacting the 911 Operator, call the 24-hour elevator service.

The elevator service phone number is posted by the telephone in the elevator. .

Anyone who notices that an elevator is not working properly is asked to contact Elevator Services at ~~937-298-1259~~ and PA Property Management at 937-432-9050.

Jeff
Cosgrove 614-420-0277 cell
937-250-7878 office
PEAK Elevator

ROOF SNOW MELT (HEAT CABLES)

Heat cables for melting the snow and ice are in place in the gutters above the front doors. The switches to turn them on are located on the third floors and marked "snow melt." For these to be the most effective they should be turned on at the beginning of a snow or ice storm and left on until after the weather is warm enough to melt the snow or ice. The cables help to keep ice off the steps and walkways and to prevent ice dams.

GRILL SAFETY

New regulations governing the operation of open-flame cooking devices such as barbeque grills are presented in the 2005 Ohio Fire Code, which went into effect on September 1, 2005. According to Section 308.3.1 of the Ohio Fire Code, the operation of a charcoal burner, or any other open-flame cooking device, is prohibited on combustible decks and balconies. In addition, these devices shall not be used anywhere within 10 feet of combustible construction, which could include a nearby wall, overhang, patio fence, or the deck above your own.

In addition, any cooking device using propane fuel is subject to regulation, depending on the size of its fuel container. Any device, using a fuel container larger than one-pound, is prohibited on combustible decks and balconies or within 10 feet of combustible construction, such as a wall or fence. It is worth noting that the typical gas grill utilizes an LP container with a nominal capacity of 20 pounds of LP gas. The Owner of the structure and/or complex is responsible for insuring that the requirements of Ohio Fire Code are followed. If you have further questions about using cooking devices, please call the Kettering Fire Department at 937-296-2489.

FIREPLACE SAFETY

A wood fire can be enjoyable, but unless the fireplace is operated properly, it can become a fire hazard. Following the guidelines below can help to promote the safe use of fireplaces.

- Before lighting any fire, make sure to open the damper. Keep a metal or glass screen in front of the fireplace opening.
- Burn small, hot fires to reduce creosote build-up and increase the efficiency of heating. Fires that are too large are dangerous, can cause cracks in chimneys, and can waste fuel.
- Never use flammable liquids or excessive amounts of paper to start or accelerate a fire. Keep all combustible materials at least three feet (3') from the fire.
- Do not use coal or charcoal in a fireplace. There is a danger of a build up of carbon monoxide. Also, burning wrappings or trash can build up deadly fumes.
- Artificial logs should be treated differently than real wood logs. Artificial logs are usually made of sawdust and wax and have special burning characteristics. Read the instructions carefully on the logs and do not burn more than one at a time. Wood logs and artificial logs should never be used in the same fire. Do not poke artificial logs; wax can stick to poke and drop off outside the fireplace, and poking may cause the log to flare-up.
- Never leave a fire unattended.
- Keep children away from heat sources.
- Deposit all ashes in a metal container with a lid to reduce the risk of igniting smoldering coals. Under no circumstances should ashes be placed in regular trash containers before they are completely extinguished. Ashes can be dangerous days after they look like they are out.
- Fireplaces should be inspected and cleaned annually if they are used. It is the owners responsibility to see that the annually cleaning is done. Proof of inspection and cleaning can be required by the Board of Managers. Make sure the chimney sweep is certified by the Chimney Safety Institute of America.

MAINTENANCE RESPONSIBILITIES

Except as otherwise stated, the Association, at its expense and acting through its Board of Managers, shall be responsible for the management, maintenance, repair, replacement, alteration, and improvement of the Common Areas, including the exterior of all buildings, yard areas, driveways, landscaped areas, walkways, and hallways.

If a unit becomes impaired, or is in need of repairs or restoration, and if the unit Owner, after notice from the Association, fails to repair, restore, or otherwise correct the condition, the Association may, but is not be obligated to, repair, restore, or otherwise correct the condition. The Association shall charge the cost of such work to the Unit Owner as a special individual unit assessment as in the Association By-Laws, Article IV (Section (d), p. 6).

The chart on the next page is not intended to describe or encompass all maintenance functions or to define all the respective responsibilities allocated between the Association and Owners. The general maintenance scheme places the maintenance responsibility for items that serve more than one Unit on the Association, and the individual Owner being responsible for items that serve only his or her unit. The appropriate sections of the Declaration determine responsibility.

Owners should review the chart so that they are familiar with those items for which they are responsible and for which the Association is responsible. The Property Manager will refer to this chart in order to process maintenance requests and will not issue work orders for work to be performed that is in conflict with this chart.

ASHTON GARDENS CONDOMINIUMS – CHART OF MAINTENANCE

ITEM	ASSOCIATION RESPONSIBILITY	UNIT OWNER'S RESPONSIBILITY
Appliances		
Heat pump, water heater, dish washers, stove, refrigerator, etc.	None	All, including compressor, conduits, and safety inspections
Dryer Vents – Vent cover repairs or replacements	All	Cleaning from inside
Buildings		
Caulking of Exterior	Only at time of scheduled painting or if needed to repair leak	Notify the Management Office of any damage
Extermination – Exterior	Wood damaging insects only	All other insects
Extermination – Interior	Hallways	All*
Gutter and Downspouts	All	None
Hallways – floors, walls, and ceiling, and windows	All, except doors to units	Doors, including hardware and frame, to units **
Painting/Sealing	All, except deck floors & railings	Deck floors & railings
Patio and /Deck Floors	None	All**
Roofs	All	None
Screens	None, except hallways	All**
Siding and Brick Work	All	None Notify Management Office of any damage
Improvements made by Unit Owner or previous owner	None	All
Interior walls, floors, ceilings, and decorated surfaces	None	All
Windows-Repair/replacement of window unit, glass, hardware, frame and sashes	None, except in hallways	All**
Grounds Maintenance		
Landscaping	All	None** No planting allowed without approval
Snow Removal	All	None, except patios/decks Shovels and salt are available at front doors
Utilities		
Electric	For Common Areas	From meter box, including box.* All work to be done by licensed electrician
Water Utilities	All	None, however, excessive use may be charged to owner
Water Faucets – Exterior	All	None
Water Leak Repairs-roof and/or foundation	Exterior/interior repairs of leak area	Contents
Water Pipe Breaks	Water and sewer lines for Common Areas	From where it connects to common pipe

* Owners who have questions should call PA Property Management, s. Improvement Application must be submitted and approved prior to repairs or replacements. Improvement applications are available from PA Property Management, s.

GENERAL RULES, REGULATIONS, AND RESTRICTIONS

The violation of any restriction, condition, or regulation adopted by the Board of Managers, or the breach of any covenant or provision contained in the Declaration or in the By-Laws shall give the Board of Managers the right to: (a) to enter upon the Unit portion as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws and the Board of Managers, or its Property Manager, shall not be thereby deemed guilty in any manner of trespass; or (b) to enjoin abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. (Article XII; Sec 12.01, p.10).

- A. Residential Use:** No part of the condominium property shall be used for other than housing or the common recreational purposes for which the property was designated. Each Unit shall be used only for residential purposes.
- B. No Lounging or Storage in Common Areas:** No playing, lounging, parking of campers or boats, inoperable vehicles, trucks, motorcycles, baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with rules and regulations adopted by the Board of Managers. (Article XII, Sec 12.09, p. 11).
- C. No Business:** No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designated for altruism, exploration or otherwise designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property. This includes garage sales, yard sales, and auctions unless specifically run by the Association for the benefit of the Ashton Gardens community. (Article XII, Sec 12.10, p.11).
- D. Sale/Rental of Unit:** Unit Owners shall notify the Property Manager of:
 - 1. Putting a unit up for sale.
 - 2. The rental of a unit.
 - No unit shall be rented or leased unless:
 - a. The lease or rental agreement is in writing
 - b. The term is of at least six (6) months in duration
 - c. The lease or rental agreement specifically provides the terms of the Declaration and the Master Declaration.
- E. Structural Alterations:** Nothing shall be kept in, or done to, any Unit or to Common Areas or Facilities that impair or change the structural integrity of any building or Facility.
- F. Laundry/Rubbish:** Clothes, swim wear, sheets, blankets, towels, or laundry of any kind shall not be hung out or exposed on any part of the Common Areas, including Limited Common Areas, at any time. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials at all times.
- G. Animals:** No animals shall be raised, bred, or kept in a Unit except for household domestic pets. No more than two small (2) animals may be kept. Animals under 35 pounds are considered small animal. While outdoors pets must be kept on a

leash at all times. Please walk your pets away from the buildings. No pets may be left unattended on the decks or patios. Owners are responsible for immediate removal of animal waste.

- H. Decorations and Plants:** Seasonal decorations may be displayed. They may be put up no more than thirty (30) days prior to the holiday and must be removed in a timely fashion following the holiday.

Plants may be used on the decks and patios during the growing season. Dead plants and pots are to be removed immediately. Empty pots should be neatly stacked on deck or patio or stored indoors.

No planting is permitted on common property without permission of the Board of Managers.

Owners are expected to keep their decks/patios clean and organized, so that Ashton Gardens maintains an attractive appearance.

- I. Storage in Common Areas and Facilities:** No storage of any kind is permitted in the hallways, or on any part of the common areas. **A locked bicycle storage room is located in the garage. A key may be obtained by calling the Property Manager.** (Article XII, Sec 12.09, p.11).

- J. Signs:** Except for "For Sale" or "For Rent" signs placed inside one window of a unit, no signs of any kind shall be displayed to the public view on the Condominium Property. Signs for "Open Houses" may be set out the day of the event and must be removed immediately following the end of the event. (Article XII, Sec 12.11, p.11).

- K. Nuisances:** No noxious or offensive activity including but not exclusively noise shall be carried on in any Unit or in the Common Areas nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. **When outside, pets shall be on a leash and attended by their Owners. Owners are responsible for immediate clean up of any mess left by their pets.**

- L. Vehicles:** The City of Kettering's zoning code prohibits the overnight parking or the open storage of:

1. Unlicensed motor vehicles
2. Inoperative motor vehicles
3. Trucks larger than one-ton rated capacity
4. Trucks with an enclosed storage area greater than eight feet wide, ten feet long, and five feet high (measured from the bed of the truck)
5. Buses
6. Semi-tractors and/or trailers
7. Recreational campers and other such vehicles
8. Residents are not permitted to perform maintenance work on their vehicles on common property.

- M. Water:** Owners who are planning to be gone for more than a few days are asked to shut off their water. During the winter, thermostats should be set no lower than 65 degrees. A broken water line can cause much unnecessary damage to more than one unit. The water shut off is located above the hot water heater.

SUGGESTIONS, QUESTIONS, AND CONCERNS

There are times when Owners have suggestions, questions, or concerns that they would like to put before the Board of Managers. It may be they have a suggestion to improve an existing condition or situation, or a question about an existing condition or situation, or that they are concerned about something that does not meet their expectations.

Most Owners try not to encroach on their neighbors' rights and privileges and to treat others, as they would like to be treated. However, there must be a way to resolve issues that are not settled amicably between neighbors. If such issues arise, especially when an Owner is violating the covenants; the form on the next page may also be used to explain such an issue. The Board is powerless to do anything substantial without written documentation; a "paper trail," is essential.

Procedures for filing:

- A. Copy the form on the next page or call PA Property Management, at 937-432-9050 to request one.
- B. Complete the form, in detail, including, if applicable: the existing situation, recommendations for improvements or alternatives, implementation strategies, your expectations from the Board or Property Manager, background information about your questions or concerns.
- C. Return the completed form to:

PA Property Management,
6832 Loop Road
Centerville, OH 45459

Procedures for response:

- A. The Board of Managers will review the completed form and respond, through the Property Manager, no later than thirty days after receipt of the form. Review and discussion of forms may be through any means of communication and not necessarily at a meeting,

SUGGESTIONS, QUESTIONS, AND CONCERNS

To: Board of Managers

Date: _____

From: _____

Address: _____

Day Time Telephone: _____ Evening Telephone: _____

SPECIFIC DETAILS OF SUGGESTION, QUESTION, OR CONCERN

(Attach additional sheet, if necessary.)

Recommendations for improvements or resolutions:

Recommendation for implementation of policy, improvement, or resolution:

(The following to be supplied by PA Property Management, .)

Date Received: _____ Received By: _____

Action Taken:

IMPROVEMENT APPLICATION PROCEDURES

An Improvement Application, a sample of which may be found on the next page, must be submitted for any exterior change, including color change, improvement, or an addition. The purpose of the Architectural Review and Approval process is to limit changes/improvements to those that enhance the value of the property and conform to the overall aesthetics of Ashton Gardens. These controls should be viewed as a protection of each Owner's investment. If there are any questions about a proposed project, contact PA Property Management, at 937-432-9050.

Telephone/Cable Utilities: Please contact the Property Manager regarding any change in the current telephone or cable wiring that affects the exterior of a building. This work must be approved prior to scheduling installation and be completed by a professional installer. ????

Repair/Modification to Exterior: Submit a completed Improvement Application for review by the Board of Managers before starting any repair, installation or construction that will potentially alter the exterior appearance of the building, hallway, or grounds. Examples are, but not limited to, replacing the front door to your unit or the screen doors or modifying the windows of your unit. .

- A. The Board will review the Improvement Application and will approve, approve with conditions that specific modifications be made, or disapprove. The Owner will receive notice of the Board's decision within thirty (30) days of submission.
- B. The Owner, and all future owners, shall be responsible for any maintenance, repair and/or replacement of any changes and/or improvements made and/or for any damage that is a result of the change or improvement. Unauthorized changes or improvements shall be removed and/or restored to original condition at the discretion of the Board at the expense of the Owner.

Planting on Property: Submit a completed Improvement Application for review by the Board of Managers before doing any planting or removal of plants or trees anywhere on Ashton Garden property. Since Ashton Gardens Condo Association is responsible for the care and upkeep of the grounds, the approval of the Board of Managers is necessary.

- A. The Board will review the Improvement Application for the addition of plants to landscape. The Owner will receive notice of the Board's decision within thirty (30) days of submission.
- B. If the planting is approved, the Board may stipulate how and by whom the plantings will be cared for.

IMPROVEMENT APPLICATION

WHEN TO FILE AN IMPROVEMENT APPLICATION?

An Application form must be submitted prior to construction, installation, or other activity that will change the existing appearance of buildings or grounds. If there are any questions, contact PA Property Management at 937-432-9050.

WHAT ARE THE OBJECTIVES OF THIS FORM?

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

DATE: _____

NAME: _____

ADDRESS: _____

DAYTIME TELEPHONE: _____ EVENING TELEPHONE: _____

OWNER: _____ YES _____ NO

(IF RENTED, OWNER'S NAME: _____)

OWNER'S DAYTIME TELEPHONE: _____ EVENING TELEPHONE: _____

DESCRIPTION OF PROPOSED
CHANGE/IMPROVEMENT: _____

LOCATION: _____ APPROXIMATE COST: _____

DIMENSIONS: _____ COLOR: _____

MATERIALS: _____

(PHOTOGRAPHS, DRAWINGS, OR OTHER INFORMATION ABOUT THE PROPOSED
CHANGE/IMPROVEMENT MAY 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.

SIGNATURE(S): _____

FOR ASSOCIATION USE ONLY

Date Approved: _____ Received By: _____

Special details or provisions for approval:
