

PARKING		ASSESSMENT FOR INFRACTION
The parking lot provides sufficient parking for (2) vehicles per unit. The unit occupant may park only operating, primary vehicles in these spaces. No parking of any trailer, truck, boat, camper, motorcycle, scooter or other vehicle other than an operating vehicle is permitted. Exceptions can be considered for primary means of transportation. Written requests should be submitted to the management company for a temporary exception.		\$25.00 PER DAY
Parking is permitted only in designed spaces. Parking is prohibited in front of the island, or in front of the buildings, EXCEPT for purposes of loading and unloading, as necessary or where spaces are not designated.		\$25.00
<b>NO</b> washing of cars is permitted on the property.		\$50.00
<b>NO</b> repair of cars, or maintenance such as changing of oil, is permitted on the property, EXCEPT for the emergency changing of a tire or battery. Owners are responsible for damage to the blacktop caused by leaking fluids.		\$50.00
<b>NO</b> unauthorized parking in designated handicapped spaces is permitted.		\$50.00
<b>NO</b> loitering, congregating or playing in the parking lot will be permitted. The parking lot is for the operation of authorized motor vehicles only; no bike riding, roller skating, skateboarding or operation of other recreational wheeled vehicles is permitted.		\$75.00
LITTERING		ASSESSMENT FOR INFRACTION
Littering is not allowed.		\$50.00
HALLWAYS		ASSESSMENT FOR INFRACTION
<b>NO</b> loitering, congregating, lounging or playing in the halls will be permitted.		\$75.00
<b>NO</b> one may leave any items of personal property anywhere in the hallways.		\$50.00
<b>NO</b> smoking in the hallways, which includes the exiting your unit or entering the building to go to your unit, while smoking.		\$50.00
GRILLING		ASSESSMENT FOR INFRACTION
<b>NO</b> OPEN FLAMES ARE PERMITTED. <b>NO</b> GAS OR CHARCOAL GRILLS MY BE USED. ONLY ELECTRIC GRILLS ARE PERMITTED.		\$50.00
COMMON PROPERTY		
When moving in or out of a unit, the owner of record shall be responsible for damage to carpet, hallways, walls, or any common area. Repair costs of damage shall be billed to the owner. Failure to pay such cost to the Sycamore Meadows Condominium Association shall be cause for action to collect according to the Ohio Revised Code 5311.		
Moving/Deliveries – Moving in or out should be restricted to the hours of 8:00 a.m. – 9:00 p.m. Monday through Friday, 9:00 a.m. – 9:00 p.m. Saturday and Sunday. Deliveries should not be received after 8:00 p.m.		

DECKS AND PATIOS	ASSESSMENT FOR INFRACTION
Decks and patios are not to be used as storage areas and the following items are NOT to be put on decks or patios: garbage receptacles, bicycles, scooters, toys, clothes, drying racks or laundry of any kind. Patio furniture is allowed. (Refer to Ordinance 1711.08 of The Blue Ash City Code: Balcony Storage). In addition, bird feeders are not permitted on decks or patios due to droppings and fallen seed may attract undesirable wild animals. Existing bird feeders may be placed in trees around the perimeter of the property.	\$50.00
Windows and Patio door upgrades need to be submitted to The Board by completing an Improvement Application before installation. Colors approved are Tan, Brown and Beige only.	\$50.00
Requests to install satellite dishes, Fiopics or Cable need to be submitted to The Board for approval by completing an <u>Improvement Application</u> before installation. If rule is not followed, resident will have 48 hours to remove the dish otherwise the association will have it removed and bill the charges to the homeowner.	

PETS (ref. Declarations, Article VII, Sec. 7.1. para. G)	ASSESSMENT FOR INFRACTION
ONE dog allowed only and not more than twenty-five (25) pounds. This rule includes dogs that visit the community as well as who live in the community.	\$50.00
Standard indoor house pets (i.e., cats, dogs, parakeets, goldfish, etc.) are permitted. Any other pet must meet the approval of The Board of Directors before residence is established. All pets must be kept indoors unless accompanied by their owner. Pets may not be tethered on the unit owner's balcony or patio. (Refer to Ordinance 505.01 of The Blue Ash City Code: Dogs and Other Animals running at large)	\$50.00
Dogs must be controlled by their owner at all times.	\$50.00
Dog owners must clean up after their dogs on <u>all</u> Sycamore Meadows property.	\$50.00
Dogs are not permitted to be tied outside under any circumstances.	\$50.00
Residents are liable for any damage done to persons or property by their pets and will be assessed for any damages.	
PER SYCAMORE MEADOWS CONDOMINIUM ASSOCIATION BY-LAWS, ANY PET OWNER WHO IGNORES THE FOREGOING RULES, OR WHOSE PET IS JUDGES TO BE A NUISANCE, MAY BE GIVEN SEVEN (7) DAYS TO REMOVE THE PET FROM THE PREMISES.	

CLUBHOUSE
The clubhouse may be reserved for private parties by contacting the management company and completing the rental agreement. A fifty dollar (\$50.00) deposit is requires. A rental fee of thirty-five (\$35.00) is charged. The homeowner is responsible for cleaning the clubhouse after using it. Failure of the homeowner to clean the clubhouse by noon the day after the party will result in forfeit of the deposit. If ANY part of the rental agreement is not followed, the entire deposit will be forfeited. Further, the homeowner will be held financially responsible for any damage or loss of clubhouse furnishings during his or her party, and will be specially assessed for replacement or repair as necessary. All parties held in the clubhouse must end by 1:00 a.m. Only adult residents may reserve the clubhouse; parties for children under (18) must be supervised by a parent. Please contact the management company for a complete listing of the rules for the clubhouse. HOMEOWNERS/RESIDENTS WHO INTEND TO RENT THE CLUBHOUSE ARE ADVISED TO READ THE RULES AND AGREEMENT CAREFULLY.

POOL		ASSESSMENT FOR INFRACTION
ALL RESIDENTS SWIM AT THEIR OWN RISK		
<b>NO PETS ARE PERMITTED IN THE POOL AREA</b>		\$50.00
<b>NO</b> rough-housing is permitted in either the pool area or clubhouse.		\$25.00
<b>NO</b> diving is permitted.		\$25.00
<b>NO</b> glass is permitted anywhere within the fenced area.		\$25.00
<b>NO</b> food is allowed in the pool.		\$25.00
<b>NO</b> littering is allowed.		\$25.00
Children under the age of sixteen (16) <u>must</u> be accompanied by a resident adult in the pool area AND in the clubhouse.		\$50.00
Maximum two (2) guests per unit, accompanied by a resident adult.		\$50.00
Proper swimming attire is required at all times. No cut-offs are allowed.		\$25.00
The pool furniture is common property of the Homeowners. Damage to said furniture will result in assessment for vandalism, in addition to assessment for the cost of replacement.		\$25.00 MINIMUM
Pool hours are 10:00 am to 8:00 pm during the summer season. NO ONE MAY USE THE POOL AFTER DARK OR WHEN THE GATE IS LOCKED.		\$50.00
<b>THE POOL CANNOT BE RENTED FOR POOL PARTIES</b>		
All Homeowners are advised that infraction of any of the rules will result in a minimum assessment of twenty-five dollars (\$25.00). Should the pool require draining and refilling or should repairs be required, liability will reside with the owner of the unit who occupant or guest is responsible for the damage.		
All Homeowners/Residents must abide by the State of Ohio Department of Health Swimming Pool Rules.		

#### DELINQUENT PAYMENTS

Fees are due on the first of the month. After a thirty (30) day grace period, delinquent payments will be assessed two dollars (\$2.00) per day late fee as provided in the Declaration of condominium Property, Article VIII, Section 8.4, until there is no past due balance. This same policy applies to any special assessment levied for infraction of the rules or damage to the condominium property. FURTHER, RESIDENTS OF ANY UNIT WITH A PAST DUE BALANCE BEYOND THE THIRTY (30) DAY GRACE PERIOD LOSE PRIVILEGES (USE OF THE POOL AND CLUBHOUSE RENTAL) UNTIL THEIR BALANCE IS CURRENT.

#### RESPONSIBILITIES

It is the responsibility of all owners to provide complete contact information in writing within thirty (30) days of occupancy of any unit at Sycamore meadows. This includes contact information for renters or residents of any unit not owner occupied. This information should be sent to the managing agent for Sycamore Meadows. Any change in an owner or residents information should be forwarded in writing to the managing agent within thirty (30) days of said change.

Any owner requiring routine maintenance must complete a service request form and send the request for service in writing to the managing agent. Request for service can be made via email messages to the managing agent. The only exception to this policy is emergency service needs, such as flood or fire, which should be reported immediately to the managing agent.

It is the obligation of the owner to inform their residents and family members living in the unit, or the renters of their unit, all Association polices and rules. Please be advised that homeowners are responsible for knowing all the rules set forth in the Declaration of the Condominium Property, the by-Laws, and the Operation Policies.

Any and all assessments will be made against the owner of the unit whose occupant or guest is in violation; thus it is the responsibility of the homeowner to assure that all occupants and guests of his or her unit are aware of the rules. Copies of the Declaration of Condominium Property, the by-Laws, and the Operation Policies can be obtained from the management company for a fee. (Electronic copies of these documents can be mailed at no charge).

#### RULE VIOLATION POLICY

The Board shall have the authority to impose reasonable Enforcement Assessments for violations of the Declaration, the By-laws, and the rules and regulations of the Association and reasonable Charge for Damages to the Common Elements or other property. Prior to imposing a Charge for Damages or an Enforcement Assessment, the Board shall give the Unit owner a written notice that includes all of the following:

- a. A description of the property damage or violation;
- b. The amount of the proposed Charge or Assessment;
- c. A statement that the unit owner has a right to a hearing before the Board to contest the proposed Charge or Assessment; and
- d. A statement setting forth the procedures to request a hearing before the Board.

To request a hearing, a Unit owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice from the Board. If the unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment. If a Unit owner requests a hearing as set forth above, the board shall provide the Unit owner with a written notice that includes the date, time, and location of the hearing. Please note: Hearing dates and times will be at the discretion of the board and scheduled to accommodate the availability of the Board members. The Board shall not levy a Charge or Assessment before holding any hearing requested. The Unit owners, through the Board, may allow a reasonable time to cure a violation before imposing a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Unit owner.

With regard to assessments for infractions in general: repeated offenses within thirty (30) days will result in doubling of the value of the assessment. Further, said special assessment will be treated the same as the regular monthly assessment, and will be subject to late charges of two dollars (\$2.00) per day after a thirty (30) day grace period and/or legal action if unheeded.

#### **Authority:**

Declaration of Monte Lindo Condominiums (Sycamore Meadows condominiums):

Article XII, Sec. 7.1, Para. D, Para. G, Para. P:

Article XII, Sec. 12.1, Para A, Sec. 12.2, Para B:

Ohio Applicable Law: Ohio Revised Code 5311

1<sup>st</sup> Amendment to the Declaration of Monte Lindo Condominiums (Sycamore Meadows Condominiums)

**Notice to Real Estate Agents:** Copies of the Declaration, the By-Laws, and the policies can be obtained for prospective buyers from the property management company. Real Estate signs are not permitted within the grounds of Sycamore Meadows Condominiums.

REVISED AUGUST 2015 SYCAMORE MEADOWS