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NON-DISCRIMINATION CLAUSE

Indian Creek Condominiums Property Owner's Association does not discriminate based on religion, race, ethnicity, disability, age, gender, sexual orientation, gender identity or any other legally protected class.

COMMUNITY POLICIES

Welcome to Indian Creek Condominiums. These rules and regulations have been adopted by the Indian Creek Condominium Property Owners Association for the maintenance, conservation and beautification of the condominium property; and for the health, safety and general welfare of the owners and occupants.

The Board reserves the right to use its discretion in exercising these rules and will act on anything that is determined to be objectionable or distasteful. These policies are in place to ensure that all of our owners and their guests have the best opportunity to enjoy their home.

It is important to remember that condominium living carries with it certain responsibilities that differ from those of owning a separate private home. Your resident will be in a condominium community of 240 families. Even though your unit is your private domain, it is necessary for you to be considerate of the rights and privacy of your neighbors.

RESIDENT will be defined as the owner or tenant that occupies a unit. **OWNER** will be defined as both the on-site owner and the investor/landlord/off-site owner.

GUESTS

1. Any person not registered with the association office as living in your unit, staying more than fourteen (14) days, must register with the Association manager.
2. Residents will, without exception, be responsible for the conduct and the behavior of their entire household and guests. Resident, all occupants, and Resident's guests will, at all times, comply with all written Declarations and By-laws, and Rules and Regulations furnished to the owners and tenants in the community. Any damage resulting from misconduct will be the responsibility of the Owner. Conduct inconsistent with the community rules and regulations will not be tolerated. The Association reserves the right to terminate the use of the recreational facilities of any resident or guest refusing to conform to the established rules, policies and procedures.
3. Residents will ensure that all minor occupants and guests are supervised at all times in all areas of the community.
4. If a guest's mail is delivered to your address, they are considered to be a permanent resident and they must be listed on your Resident Information Sheet.
5. The number of people allowed per unit is dictated by local and state agencies. The number permitted is as follows:

1BR- 2 people
2BR- 4 people
3BR- 6 people

COMMON AREAS

1. All areas outside the home, including the lawn area, patios/balconies and entrances will be kept free and clear of anything that would detract from the uniform appearance of the community or create a hazard.
2. Sidewalks, steps, entrances, hallways, walkways, and stairways shall not be obstructed or used for any purpose other than entrance and exit.
3. Well maintained landscaping (grass, trees, shrubs and flowers) is vital to the attractive appearance of our community. All residents should therefore properly dispose of trash and cigarette butts.
4. All residents and guests must not walk, loiter or play on, or in, any flowerbeds, mulched beds, or creek areas. Any damage to the lawns and/or landscaping caused by residents or guests will be the responsibility of the unit owner, and repair costs will be billed directly to that owner. Damage, mutilation and defacement of the landscaping will be deemed as a violation of the rules and regulations.
5. It is the owner's/resident's responsibility to prevent fires. This includes exercising caution when cooking with grease, smoking, using matches and/or lighter, using the fireplace, and any other daily activity that may pose the threat of fire.
6. If the property is damaged in whole or in part by fire or otherwise as the result of the carelessness, misuse or neglect by the resident, his or her guests or visitors; the owner agrees to pay the cost of all repairs or replacements of real and personal property and to do so within thirty (30) days after receipt of Association's notification of the cost for the repair or replacement. We strongly recommend that tenants obtain "renter's insurance" to cover such damages. We further recommend that owners obtain "condo owner's insurance."
7. Any holiday decorating of the common area must be between the day of Thanksgiving to no more than one week after New Years.
8. No bicycles, tricycles, skateboards, hot wheels, wagons, motorcycles, or roller blades on the grass, gravel path, bridges, or at the picnic shelter.
9. Playing in the creeks is prohibited.
10. No smoking in the halls, storage areas, furnace rooms or laundry rooms. No smoking permitted inside of any building common area whatsoever, outside of the resident's unit.
11. Please do not feed the squirrels. They create siding damage that costs everyone money.
12. Nothing is to be kept in the common area hallways, or storage area hallways. This includes bikes, fishing gear, shoes, plants, decorative furniture, etc.
13. Fireworks are strictly prohibited.
14. Alcoholic beverages are not permitted outside the unit or in any of the common areas.
15. Residents must have Board permission before planting shrubs and trees. Any tree or

shrub planted without board permission is subject to be removed at the expense of the owner.

16. Owners/residents are not permitted to post notices in the hallway without the Board or the Management's approval.

17. At no time shall residents use the rear fire doors as entry/exit to the buildings. These doors are for emergency use only.

MAINTENANCE STANDARDS

1. All units are required to ensure that all property to be maintained by the unit owners is in good working order and free from disrepair. This includes all unit windows, exterior doors, light fixtures, air conditioners, water heaters, furnaces, toilets and tubs, and all unit interior plumbing and electrical.

2. In keeping with these standards, the Association requires that all furnaces and air conditioning units be serviced at least once every other year.

3. The Association further recommends changing your furnace filters at least once every 3 months to extend the life of your unit.

4. All exterior patio light replacements must conform to the original globe design already installed by the Association. No other designs are approved by the board. This is important to maintain the integrity and uniform appearance of our community.

5. All exterior door replacements must also conform to the original Association design of plain steel exterior doors with dark wood. No other door design is authorized.

6. Any window replacements must be of original design and have the brown frames as is the original.

7. Per the State of Ohio and Montgomery County Codes, any electrical, plumbing, mechanical (HVAC), or refrigeration work MUST be performed by a licensed professional, and a permit must be obtained for each job. Any major structural repairs and work (walls, etc.) must be permitted as well. Anyone found to be in violation of these laws will be asked to cease and desist immediately. If the unlicensed labor or unpermitted work continues, the owner will be turned in to the appropriate government enforcement department.

8. Indian Creek Condominiums further requires that all major electrical, plumbing, structural, mechanical or refrigeration work also be bonded to protect the Association and the owner.

PATIOS/BALCONIES

1. Nothing but patio furniture and outside plants may be kept on any patio or balcony.

2. Patios/balconies are to be used for furnishings that are in good condition and intended for outdoor use only.

3. Patios/balconies are required to be kept neat and clean at all times.

4. Patio/balconies are not intended for storage of any kind. This includes but is not limited to: recyclables, garbage, toys, bicycles, pet carriers, housekeeping tools, machinery, recreational equipment, exercise equipment, and kitchen/household appliances.
5. Residents shall not throw any object from the balcony, nor permit any object to be thrown from the balcony.
6. Pets, if allowed, are not permitted on the patio or balcony for any time that the resident is not accompanying the pet.
7. No balcony or patio shall be painted or have carpeting.
8. Only 1/8 cord of wood can be stored on balconies and patios. Wood must be kept 12" from the structure of the building and be stored on a proper wood rack.
9. Hanging planters and shades are permitted but must not be mounted on the brick. Selections of shades must conform to the specifications provided by the board of directors.
10. Plants must be kept to a minimum number of no more than 5. Absolutely NO VINES OR CLIMBING PLANTS ARE PERMITTED.
10. At no time shall anything be draped or hung over balconies, for example: towels, swimming apparel, laundry, rugs, etc. Hanging clothes, etc. outside of the condominium or on the balcony or patio is prohibited.
11. Installation of screening material as specified by the board of directors is permitted on the interior side of the balcony railing. This will be the responsibility of the homeowner, as well as the repairs and/or replacement thereof.
12. Fences around patios are permitted only if they conform to the design approved by the Board of Directors. Contact the association manager for information.
13. Patio units may plant flowers or small shrubs by submitting a written request and plan to the board of directors and obtaining approval.
14. By order of the West Carrollton Fire Department: no gas or charcoal grilling is permitted on any patio or balcony (electric grilling only). No charcoal or gas grilling is permitted to be done from any window or in any common area besides the community charcoal grills located at the picnic shelter.
15. DO NOT FEED THE DUCKS OR ANY WILD ANIMALS, INCLUDING FERAL CATS. Help keep them wild and healthy. Feeding the ducks and other wild animals causes more harm than good. It results in overcrowding which in turn can spread diseases such as botulism and salmonella. Overcrowding also leads to unnaturally high levels of fecal material in the water and elsewhere on the property, which is a major source of pollution. Feeding also disrupts their natural migration behavior and causes them to lose their healthy natural fear of humans. There is a greater chance of someone being injured, especially children, when wild animals are no longer leery of humans. Wild animals can become quite aggressive when nesting or nursing. Lastly, breads and other processed foods do not have the nutrients the waterfowl and other wild animals need to stay healthy. Help keep them healthy by not feeding them.
16. Bird feeders are not permitted, with the exception of hummingbird feeders.
17. Hanging swings and hammocks are not permitted.

18. All electrical outlets must have cover plates. This is a City of West Carrollton Ordinance.
19. Exterior window guards, ventilators, fans, air conditioning devices, or electronic devices (antennas, satellite dishes, speakers, etc.) shall not be affixed to any building. Telecommunication reception devices such as satellite dishes may be installed only after the expressed written permission of the board of directors, and shall be only on the patio or balcony area and must be placed on the floor in a bucket with cement.
20. Awnings are permitted on the third floor units only. The following specifications must be followed:
- a. Durasol Brand retractable sun shelter. Color must be Oyster.
 - b. Must be professionally installed.
 - c. Homeowner will be responsible for any and all damages to common property resulting from installation, maintenance and/or removal of the awning.
 - d. Homeowner will be responsible for removing and replacing the awning, in a timely manner, whenever maintenance of the peripheral common property is necessary.
 - e. Indian Creek Condominiums is not liable for any damages to awning from installation, removal or maintenance of any awning, or arising from maintenance of any common or limited property.
21. Electric grills are allowed on the patio but when not in use, must have a grill cover.

STORAGE AREAS

1. For the safety, life and health of the residents of the community and/or neighborhood, residents will at no time maintain within any storage area any items deemed dangerous or detrimental. These items may include but are not limited to gasoline, charcoal lighter fluid, paint thinner, lubricants, cotton, straw, paper stock, cardboard, aerosol spray cans, or any other flammable material that may create a fire hazard.
2. The association strongly recommends that each resident obtain insurance that also includes storage area contents, as the property insurance does not cover the owner's/tenant's belongings or damages caused by owner/tenant neglect or resident guest's neglect.
3. Under no circumstances and at no time are the mechanical/furnace/water heater rooms to be used for the storage of any item.

HARMFUL SUBSTANCES

1. No owner shall use or permit to be brought into the condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed hazardous to life, limb, or property.
2. No kerosene or other liquid-fueled space heaters are permitted to be used in the units.

PLUMBING

1. The plumbing in the bathrooms and kitchens must not be used for any purposes other than those for which they were constructed. No feminine hygiene products, kitty litter,

diapers, toys, excessive paper products or other obstructive substances will be placed in the commodes or drains. The bathroom drains and commodes are not connected to each other. If these become blocked and backed up, the responsibility to have them cleared is with the owner.

2. Do not place metal, string, coffee grounds, nut shells, egg shells, glass, celery, onion and/or potato skins, olive or fruit pits, corn cobs, paper, wire, bones or non-food in the garbage disposal or down the drain. Kitchen grease must always be collected in a container and then put into a garbage can. It must never be poured down the drain or in the garbage disposal.

3. The drainpipes in the kitchen sink are all connected to a common stack, from the third floor all the way down to the lower level. Should you experience a back up, call Root Clean at 937-236-7686 or the maintenance number of the property manager. We will not reimburse you for a plumber you contracted. If the plumber can determine who is responsible, that party will be responsible for the entire bill. If no determination can be made, then depending on where the backup occurred, each unit owner will be responsible for their portion of the bill (i.e. a second floor backup will be billed between the owners on the 2nd and 3rd floors).

TRASH

1. Trash is picked up from designated areas on a weekly basis. All trash must be placed in the containers provided and lids secured tightly. Trash to be deposited must be contained in tied plastic trash bags. At no time should loose trash of any kind be placed inside the designated trash areas. This regulation must be followed to prevent unwanted odors, rodents, pests, and an unsightly appearance. Boxes need to be broken down.

2. No trash may be placed next to the containers on the ground. Trash must not be piled so high in the containers that the lids will not close. Please find a container that is less full.

3. Large items such as furniture, mattresses, dishwashers, stoves, refrigerators, etc. may not be disposed of in or around the trash stations or dumpster area. It is the sole responsibility of the owners/residents to properly remove such items from the community. Please call Peaco at 937-654-3455 and they will remove the large items at your expense. Any unit residents leaving large items at the trash stations will be billed for expense of removal.

4. Large moving, appliance, TV, stereo, etc. boxes must be broken down and taken to the large dumpster next to the maintenance garage on Cherokee Drive and placed inside the container.

5. Please take all medium-sized items (brooms, fans, small appliances, etc.) to the community dumpster next to the maintenance garage on Cherokee Drive to dispose of them.

6. At no time, should trash be placed in the common hallways, storage rooms, furnace rooms, or balconies/patios.

7. Please properly dispose of cigarette butts, candy wrappers, soda cans, etc. by placing them in the trash. Do not leave them on the community grounds.

LAUNDRY

1. Laundry facilities are for the use of Indian Creek residents only.
2. Please clean all soap, linen, etc from the laundry area after use. Trash cans are for laundry room trash only; no food, newspaper, furnace filters, etc.
3. Out of consideration for others, remove clothes immediately from washers and dryers. Do not leave clothes or personal belongings in laundry room after use. Clothes left sitting for more than 24 hours may be removed from the laundry room and stored for thirty (30) days, then discarded.
4. Residents must use washers and dryers in the entryway in which they reside. Use of machines in other entryways is permitted only when the machines in your entry are not operable.
5. Laundry room doors are to remain open while the machines are in use.
6. Any mechanical difficulties or lost monies should be reported to Sholiton Industries at 937-222-3737.
7. WASHERS AND DRYERS ARE NOT TO BE USED BETWEEN 11:00 P.M. AND 7:00 A.M.

WINDOWS & WINDOW COVERINGS

1. All window treatments, including but not limited to drapes and blinds must be white, off-white, or light khaki in appearance from the exterior of the unit. All units must have some kind of window treatment, including vacant units. The window treatments must be "intact" and not damaged.
2. At no time shall items other than standard window coverings (such as sheets, blankets, bedspreads, cardboard, aluminum foil, stickers, decals, garbage bags, and/or any other inappropriate material) be used to cover windows. New residents have thirty (30) days to comply with this regulation.
3. Windowsills must be kept free from all personal property. No sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or any part of the outside of the unit, without prior written consent from the Association.
4. Window screens are to keep tiny insects from coming in the home while allowing for air circulation. Window screens are not designed for keeping items from falling out of the window, including people — no matter how big or small. Screens are required to be in all windows at all times. This is a City of West Carrollton Ordinance.

AIR CONDITIONING UNITS

1. You must replace all air conditioning units with the same type of through the wall unit that exists in your unit's utility area now.
2. No type of window air conditioner or interior air conditioner may be used. The inside air conditioners may leak and cause damage to the property.

NOISE

1. Due to the proximity of the residences sound from stereos, radios, televisions, voices, and general noise, etc. can become offensive to your neighbors. To help prevent this, please use good judgment and discretion in volume selection and hours of use, and the general amount of noise being created.
2. There will be absolutely no moving in or out of furniture after the hours of 11.00 p.m. or before 7:00 am.
3. 11:00 p.m. to 7:00 a.m. is considered to be quiet hours in the community.

INSURANCE/WATERBEDS/AQUARIUMS

1. It is expressly understood and agreed by the parties that Indian Creek is not an insurer and that insurance covering personal injury and property loss or damage occurring in the condominium unit or caused by the unit or their tenants and guests must be obtained by the owner/tenant to cover any fire, theft, leak, injury claim, death, damage or loss owners may incur. The Association strongly urges the owners and tenants to obtain insurance that would cover personal injury or loss from other sources, as well as water-filled furniture.
2. In the event you have a waterbed, aquarium, or other water-filled furniture, the resident agrees to furnish the Association with a copy of their insurance policy. In the event the resident has an aquarium, it must not exceed a capacity greater than 25 gallons. Residents must place aquarium in a safe location in the unit, on a shelf or table giving the aquarium adequate support. Residents will be responsible for all damage cause by leakage or breakage from any aquarium, waterbed, or other water-filled furniture. Resident will be required to continue insurance coverage throughout the duration of their ownership/occupancy.

RECREATIONAL FACILITIES

1. PICNIC SHELTER

- a. Use of the picnic shelter must be reserved through the Association Management. Rules and Regulations pertaining to its use are posted at the shelter, and will be enforced.
- b. Limit of 50 people, unless pre-approved by the Board of Directors.
- c. Guests must be accompanied by an owner/resident.
- d. Only non-alcoholic beverages are allowed.
- e. Unattended children are not permitted at the shelter. Persons under 12 years of age must be accompanied by an adult (21 years of age or older).
- f. In consideration of the residents of Building #1, the shelter must be cleaned and vacated by 11.00 p.m. Trash cans are provided for the disposal of refuse. Grills, if used, must be cleaned and emptied prior to leaving the area. You will be billed for any additional cleanup required by maintenance.

2. LAKE

- a. Indian Creek pool key or photo identification must be in your possession when you are at the lake, and shown at the request of Condominium Association personnel.
- b. Persons under the age of 12 must be accompanied by an adult (over the age of 21), who must remain with the person during the entire time they are in the lake area.
- c. Fishing, swimming, boating, rock throwing, ice skating, and playing on the ice or in the water is not permitted.
- d. No radio controlled boats are permitted to be used at the lake.
- e. All persons using the lake or lake area do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with lake use. Additionally, you will be held responsible for all actions of your children and guests. The cost of any property damage will be charged to the responsible party, whether caused by the party or by their guests or children.

3. SWIMMING POOL

- a. NO LIFEGUARD ON DUTY.
- b. Pool hours are: 9:00 a.m.- 9.00 p.m. Monday — Sunday, and Holidays.
- c. Pool keys must be in your possession when you are at the pool, and shown at the request of Condominium Association personnel or a homeowner.
 - 1) Pool Keys must be obtained from management. Each condominium will receive one key per unit.
 - 2) Renters must obtain their pool key from their Landlord.
 - 3) There is a one-time \$30.00 charge for a pool key. The \$30 is refundable upon return of the key to Association personnel. To replace a lost key it will be \$75.00.
- d. Guests must be accompanied by a resident, 21 years of age or older.
- e. No more than (4) guests per unit are permitted at the pool.
- f. Each unit must obtain and pay for their own key. Non-paying units may not be the guests of other paying units.
- g. Persons under the age of 12 must be accompanied by an adult (21 years or older), who must remain with the person during the entire time they are in the pool area.
- h. No glassware is permitted in the pool area. NO EXCEPTIONS!!
- i. No pets or bicycles are permitted in the pool area.
- j. No air mattresses, balls, or other toys are permitted in the adult pool area. Floats are permitted; however please be considerate of other people.

k. No alcohol.

l. No sitting or standing on the safety rope. No diving from the sides or the ladders. No running or horseplay in pool area. No cannonballs or tossing people in the pool.

m. Furniture is not to be removed from the pool area.

n. No smoking near or in the water.

o. Baby pool is off limits.

p. Music level at the pool will remain at a minimum so as not to disturb others.

q. Anyone found in the pool after hours will be prosecuted.

As there is no lifeguard on duty, all persons using the pool or pool area do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with pool use. Additionally, you will be held responsible for all actions of your children and guests. The costs of any property damage will be charged to the responsible party, whether cause by the party or by their guests or children.

Failure to comply with any of the above rules may result in the violator losing their pool privileges.

Use of pool furniture is on a first-come-first-serve basis. If it is broken, it may not be replaced this season. Homeowners are welcome to bring a chair or lounge to the pool for their use; however they must take it with them when they leave. The Association will not be responsible for lost or stolen items.

4. CABANA

a. Cabana will be opened and closed in conjunction with the pool.

b. Cabana is to remain free and clear of any personal property.

c. No running or horseplay in the restroom.

d. Please make sure that all water is turned off after each use.

e. Please do not discard cigarette butts on the floor or walls.

The cost of any property damage will be charged to the responsible party, whether cause by the party or by their guests or children.

5. CLUBHOUSE

a. The Indian Creek Clubhouse is available for lease to all residents by reservation only. To reserve the clubhouse, please call management at (937) 222-2550.

b. The resident who leases the clubhouse must be in attendance at the function at all times. The homeowner will be held personally responsible for any damage or additional cleaning required by the Association.

c. Reservation must be approved by the unit owner if a renter wishes to use the clubhouse. The sponsoring unit owner is strictly responsible for all damages to or loss of Association property. It is the unit owner's responsibility to give written permission for their tenant to lease the clubhouse by filling out and signing the reservation form.

d. Cost of renting the clubhouse for a function is \$50.00, plus a \$150.00 (with a disclosure) deposit for damages. Two checks must be written against the owner's or renter's personal bank account. The resident will turn in checks with clubhouse reservation form to management.

e. Prior to the rental, the resident will inspect the Clubhouse with an Association representative, and obtain the key.

RESERVATIONS WILL ONLY BE HELD IF THE DEPOSIT IS RECEIVED TWO WEEKS PRIOR TO THE RENTAL DATE.

f. Per the Ohio Fire Code — Article #16, 7-7-16A, occupancy of the Clubhouse is limited to fifty (50) people. The West Carrollton Police and Fire Departments have the authority to vacate the premises.

g. Clubhouse function may start at 10:00 a.m. and must end by 12:00 a.m. Clean up must be accomplished by 12:30 a.m. The clubhouse is not available for rent on the following days: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

h. Food or other trash or garbage must not be left in the Clubhouse overnight. Trash containers are provided in the clubhouse or the closest trash station outside may be used. Trash, empty cans, etc. must be picked up from the parking lot in front of the clubhouse.

i. Participants are expected to observe the community's noise rules. Please see the noise section of these rules for further information.

j. Clubhouse furniture is not to be moved without prior approval of Association Management.

k. Windows and doors must be closed at all times when air conditioning or heat is on.

l. No tacks, nails or any type of tape can be used for hanging or attaching anything to walls or ceilings.

m. Members and their guests using the clubhouse may not use the pool or lake facilities.

n. In consideration of those living in close proximity to the clubhouse, participants of functions are not permitted to gather on the front porch, parking lot or streets.

o. Arrangement will be made with Association representative for inspection of the clubhouse premises on the day following the function. This will expedite return of the deposit check if there are no deductions for damages.

p. All signs leading to the property and around the property that give directions to the party are the sole responsibility of the resident using the clubhouse facilities. These must be

removed by no later than noon on the following day. There will be a cleanup charge if the Association has to remove the signs.

PETS

1. PET POLICIES:

- a. The pet rules apply to all pets including, but not limited to: dogs, cats, ferrets, hamsters, gerbils, rabbits, and reptiles. The pet rules apply to all pets regardless of their weight. Every pet living at Indian Creek Condominiums must be registered with management. When tenants have pets, the homeowner of the unit must also sign the pet registration and acknowledgement of the rules.
- b. The Board of Directors may grant permission to a homeowner to keep a pet that weighs in excess of the range of 15 pounds, as specified by the Indian Creek Condominiums Declarations. At this time, the board has granted permission to keep domestic dogs up to 25 lbs.
- c. Requests to keep pets over the range of 15 pounds are automatically denied for pets that have a documented history of aggression with County officials, for pets that have special training for guard dog work, police work, or any other specialized vocational area, except for ADA approved service dogs.
- d. Requests to keep pets over the range of 15 pounds are automatically denied for owners who have a documented history of breaking any of the Indian Creek Condominium Pet Rules.
- e. The attached Pet Addendum must be completed and turned in prior to moving the pet onto Indian Creek property.

2. TERMS:

- a. Conditional Authorization for pet: You are hereby authorized to keep the pet(s) that you have registered on the premises. This authorization may be revoked if your right of occupancy is terminated, or if you or any of your guests or any person acting on your behalf violates any of the pet rules listed below.
- b. Size: Unless you have applied for and received express permission from the Board, you may not keep any pet weighing over the range of 25 pounds.
- c. Number: Each unit is authorized to keep up to two (2), but not more than two (2), pets.
- d. No Limit on Liability: This agreement does not limit your liability for property damages, cleaning, deodorization, extermination, property replacement or personal injuries.

3. DESCRIPTION:

- a. You are authorized to keep only your registered pet(s). You and any other occupants of your unit may not keep any pet that is not registered.
- b. We must receive the description of your pet(s): Sex, Breed, Color, Age, Weight, Name, Montgomery County License Tag Number. (See attached addendum).

4. PET RULES:

- a. You are responsible for the actions of your pet(s) at all times, whether or not your pet is under your direct control, and you agree to abide by the following rules.
- b. Your pet(s) shall not disturb the rights of any other residents in the community. This includes the right to quiet enjoyment of one's property. You will not permit your pet to bark excessively.
- c. Your pet(s) is not permitted in the recreational areas, including the swimming pool area and the clubhouse. Your pet is not permitted in the laundry room. Your pet is not permitted in hallways except for purposes of entrance and exit only.
- d. Your pet(s) must be leashed AT ALL TIMES outside the confines of your unit. This includes the common hallways, entry sidewalks and entire common property.
- e. Your pet(s) may not be on patios/balconies unsupervised, and may not be curbed either.
- f. Your pets may not use the restroom on the patios or balconies. This is a sanitary and health issue, a city of West Carrollton code violation, and damages the wood.
- g. You must immediately pick up all pet dropping for disposal in a sanitary manner. Pet waste transmits disease.
- h. Please take your dogs to the perimeter of the property to do their business. Continued urination in the same spots in front of the buildings kills the grass and flowerbeds.
- i. Your pet(s) must be current on all vet recommended shots and vaccinations, including but not limited to the rabies vaccination.
- j. You may not leash your pet(s) to any common property.
- k. You agree to be liable for any damages committed by your pet(s).
- l. The Association reserves the right to limit the number, type, size or breed of any pet that is permitted on the premises.
- m. You agree that at any time, these rules may be revised by the Board of Directors and that you will agree to abide by the updated rules.
- n. Visiting pets may remain on Indian Creek grounds for five (5) days, with prior approval from the Association Office.

VEHICLES & PARKING

- 1. All vehicles must be currently licensed and in good operating condition (ie. free of oil leaks, flat tires, broken windows, safe, not unsightly, etc.).
- 2. ALL resident vehicles must be registered with the Association Office prior to being parked in the community. Make, model, year, color and license plate number of all vehicles owned

or operated by any resident must be on record at all times. The Board reserves the right to exclude any non-conventional or homemade vehicles.

3. Commercial vehicles must obtain written permission from the Board of Directors to park within the community. Once approval is received, parking is reserved to a carport (which must be purchased or leased) or around the island at the clubhouse. There is a limit of four commercial vehicles that are permitted to park at the clubhouse island at any given time.

4. Commercial vehicles are pre defined as any vehicle that has a commercial license plate, equipment, ladders, and signage, including but not limited to company logos.

5. No vehicles will be allowed to park at any time for any reason, on the grass, in front of the dumpster, blocking other vehicles, outside the boundaries of a single designated parking space, or in any other area not appropriately marked for vehicle parking.

6. Parking of unattended vehicles in front of the maintenance garage is prohibited at all times.

7. Vehicles are not to be pulled over the sidewalks. Indian Creek is not responsible for any damage to vehicles.

8. Indian Creek is not responsible for any damage to cars when snow plowing lots and/or shoveling walks.

9. By order of the Fire Department, any and all vehicles parked in designated fire lanes will be towed without warning at the vehicle owner's expense. Any vehicle parked in a handicapped parking space without proper handicapped designation may be towed, without warning, at the vehicle owner's expense.

10. Assigned parking spots and carports are for the sole use of the assigned owner. Anyone parking in these spaces can be towed without prior notification. Spots marked "Guest" are for unit guests only, not additional resident spots. Unassigned blank spots are for second cars of residents and additional guests. It is your responsibility to tell your guest where they can and cannot park.

11. RV's, boats, personal watercraft, and trailers are not permitted to be stored or parked in the community at any time.

12 No motor homes over 20 feet in length may be parked on Indian Creek grounds without prior approval from the Association.

13. Grandfathered boats can only be 19 feet in length, including the trailer. You must receive written authorization from the Board of Directors.

14. Motorcycles may be parked in general parking area only if blocks of wood or metal are placed under kickstands to prevent holes in the pavement.

15. Any vehicle leaking fluids will be towed with proper notice, and the cost for cleanup will be billed to the responsible party.

16. Any vehicle that does not meet the police decibel rating for noise will be towed with proper notice.

17. Repairing, servicing or washing of any vehicles will not be permitted in the community under any circumstances. Exception may be made in the case of an emergency battery change, headlight repair, or tire repair.

18. All trucks are limited to a three-quarter (3/4) ton.

Violation of any of the above rules can result in the vehicle being towed without notice - at the vehicle owner's expense.

UNLICENSED/INOPERABLE VEHICLES

1. As stated in the section under Vehicles: Ohio Revised Code Section 4513.63.: Disposition of Abandoned Junk Motor Vehicles, any two of the following violations will result in the violators being towed at the owner's expense.

a. Left on private property for more than 72 hours without permission of the person having the right to possession of the property, on a public street or other property open to the public for purposes of vehicular travel or parking, or upon or within the right-of-way of any road or highway, for 48 hours or longer.

b. Left sitting for thirty (30) days without prior notification to the Association Office.

c. Extensively damaged, such damage including but not limited to any of the following: missing wheels, tires, motor, or transmission.

d. Apparently inoperable.

e. Have a fair market value of \$200.00 or less.

f. Expired license plates and/or improperly licensed.

Vehicles in violation of the above will be towed by the Association at the owner's expense in accordance with Ohio State Law.

MAIL & SERVICE CONTRACTORS

1 We will not accept packages, mail, flowers, etc on your behalf in the Association Office.

2. We will not take the responsibility of allowing someone into your home for a repair, to set up a service, or to check on a pet.

3. For mailbox locks you may contact either a locksmith or the post office.

FIREPLACE INSTALLATIONS WITHIN A UNIT

1. Homeowners may install fireplace units as long as they receive permits from the City of West Carrollton, and approval from the Board of Directors, prior to installation.

2. No structural modifications to common property will be allowed.

3. All Indian Creek governing documents will be adhered to.
4. All relevant fire codes will be followed.
5. Fireplaces/Chimneys should be inspected yearly before use, and serviced if/as needed.

WASHER & DRYER INSTALLATIONS WITHIN A UNIT

1. REGISTRATION:

- a. Any owner that CURRENTLY has a W/D unit installed must notify the office by January 30, 2012. They must sign a form indicating they understand the process and rules and agree to the monthly surcharge beginning February 1, 2012. The surcharge is used to offset the costs of water, for which the association pays. The washing machine incomes from the shared washer and dryer units in each building hallway are used offset these costs. We are therefore asking those who have a private washer in their unit to pay a small monthly surcharge to offset the cost of the water they are using. The surcharge will be comparable to what one would pay to use the hallway washer monthly. Please see the manager for the charge.
- b. If you have a unit installed at this time, please notify the Association.

2. VIOLATIONS:

1. Washers and dryers are no longer permitted in units going forward. Grandfathered units please register with the manager and begin to pay the surcharge with your monthly dues. Thank you for your cooperation.

HOMEOWNERS/INVESTORS

1. All homeowners and renters must register and provide the following information prior to moving in. These forms can be found on the website www.myindiancreekcondos.com under "information" or via the manager.
 - a. Homeowner/Tenant Information Form.
 - b. Homeowner/Tenant Acknowledgement Form.
 - c. Pet Owner Addendum Form if the tenant has a pet.
 - d. Assigned Parking Acknowledgement
 - e. Grill Disclosure Acknowledgement.
 - f. Must pay a \$35.00 administrative registration/move-in fee.

These forms must be turned in within five (5) days after moving in. Forms and fees will need to be signed, returned, and paid to the Association for each and every unit owned, if more than one.

2. All homeowners are responsible for their tenants' behavior and acknowledgement of the Rules and Regulations of Indian Creek. If a tenant continuously breaks Indian Creek rules and is in noncompliance with the Indian Creek governing documents on a continual basis, the Board reserves the right to request for an eviction from the owner of the unit.
3. A copy of the Declarations and By-laws and the Rules and Regulations can be obtained online at www.myindiancreekcondos.com under the "Information" section. They may also be obtained from the Association manager, with a 48 hour notice, for a fee of \$25.00.
4. Delinquent homeowners/investors addresses only may be published in the newsletter, along with the delinquent amount owed.
6. All homeowners/investors are required to pay a \$35.00 administrative fee. This is to be paid each time a homeowner or tenant moves into Indian Creek.
7. Realtor signs can only be displayed the day of the open house.
8. Fines and violations may be posted in the Newsletter with the address and violation. No names will be posted.
9. Open board meetings are held quarterly (one a season) at the Clubhouse or the West Carrollton Civic Center for the annual meeting. Homeowners are welcome to attend. This is subject to change. Changes will be posted in the Newsletter and entry hallways.

NON-COMPLIANCE

Anyone violating any of the Rules and Regulations shall be subject to such disciplinary action in accordance with the terms and provisions of the Declarations and By-laws of the Condominium Association or such other action that the Board of Directors determines to be equitable and necessary to protect the property and welfare of the other residents. Some of the courses available to the Association are:

- a. Appearance before the Board of Directors.
- b. Withdrawal of privileges for a specific term.
- c. Removal of all items improperly placed or stored.
- d. Fines and assessments as outlined by the enforcement procedures adopted by the Board and included in this packet.
- e. Legal action.

All costs incurred by the Association in enforcing the Declarations, By-laws or the Rules and Regulations shall be borne by the violator.

COLLECTIONS POLICY

1. All assessments, including maintenance fees, are due on the 1st day of the month, and considered late if not received by the 10th of the month.
2. An administrative late charge of \$25 per month shall be incurred for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.)
3. Any payments shall be applied in the following order:
 - a. First, to interest owed to the Association.
 - b. Second, to administrative late fees owed to the Association.
 - c. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association.
 - d. Fourth, to the principle amounts the Unit Owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.
4. Any past due assessments may cause a lien and foreclosure to be filed against the unit.
5. Any costs, including attorneys' fees, recording costs, title reports, and/or court costs, incurred by the association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
6. If any 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 perform by the Declarations, Bylaws, or the rules and regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire costs and expense, including reasonable attorney fees, of such performing or cure incurred by the association. Any such amount shall be deemed to be an additional assessment and shall 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 same extent as if it were a lien for common expenses.
7. If any owner is delinquent in the payment of any fees for more than 30 days, the board may suspend the privileges of the owner to vote and/or use any of the amenities.

ENFORCEMENT PROCEDURE

* These rules apply to all rules and regulation violations at Indian Creek EXCEPT for parking. Parking violations have a separate enforcement procedure outlined in the rules and regulations parking section above.

A. Compliance Procedures

1. Complaints against anyone violating the rules of Indian Creek must be made in writing to the Management Company and contain the signature (or e-signature if emailed) of the individual filing the complaint.
2. The Management Company will contact the alleged violator after the receipt of the complaint and a reasonable effort will be made to gain the violator's cooperation in ceasing the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the violator will be subject to a fine in accordance with the penalty provisions contained in this Enforcement Procedure.

B. Enforcement Procedures and Assessment for Violations of Governing Documents

1. The unit owner shall be responsible for any violation of the governing documents by the owner, guests, or other occupants, including tenants of any of his/ her unit.
2. Notwithstanding anything contained in these Rules, the COA board shall 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 effectuation a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
3. All costs for the extra cleaning and/or repairs stemming from any violation also will be added to the responsible owner's account.
4. In addition to any other action and if applicable, in accordance with the procedure outlined below the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - a. Written notice(s) will be sent to the alleged responsible owner specifying:
 - i. If applicable and in the absence of an emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - ii. A description of the property damage or violation; and
 - iii. The amount of the proposed charge (or if known, a reasonable estimate of the proposed charge) and/or enforcement assessment; and

- iv. A statement that the owner has a right to, and the procedures to request a hearing before the board to contest the proposed charge and/or enforcement assessment.
- b. To request a hearing, the owner must mail or deliver a written "request for a hearing" notice, which must be received by the Management Company not later than the tenth day after receiving the written notice required in item 5.a. above. The Management Company will advise the Board upon receipt of a hearing request, to schedule a Board meeting.
- c. If an owner requests a hearing within the prescribed timeframe, at least seven days prior to the hearing the Board, through the Management Company, will provide the owner with a written notice that includes the date, time, and location of the hearing.
- d. At the hearing, the Board and the alleged responsible owner (s) will have the right to present any evidence. This hearing will be held in an Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- e. If the owner fails to make a timely request for a hearing, the right to the hearing is waived, and the charge for damages and/or enforcement assessment will be immediately imposed.
- 6. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than thirty (30) days.

C. Violation Penalties and Timeframes for Corrective Action

- 1. Upon notification in writing from the Management Company that the homeowner is in violation of the Rules, the homeowner will be given a reasonable time frame (up to 30 days) to correct the violation without charge.
- 2. If the homeowner fails to correct the violation by the end of the first time period given, or shows no evidence of taking steps to correct the violation, the homeowner will be subject to a fine of \$75, and notified of subsequent fines for the violation. Fines are assessed cumulatively, and will be charged PER violation.
- 3. After the 2nd notice for the same violation, if the homeowner fails to correct the violation or shows no evidence of intent to correct the violation, the homeowner will be fined \$150, and given another reasonable date to correct the violation.
- 4. If the homeowner fails to correct the violation or shows no evidence of intent to correct the violation after the third notice the homeowner will be fined \$300.
- 5. Continued non-payment of violation fines and not rectifying the violation at any time (after first 30-days) the board can upon its wish file legal action which may include a lien on the property and legal action to have violation corrected. All legal fees are charged to the owner.

BOARD OF DIRECTORS CODE OF CONDUCT

Members of the Board of Directors of the Indian Creek Condominium Property Owners Association must refrain from conduct injurious to the organization or its purposes. Violations of this code are subject to corrective action to be voted on by the other Board Members. Corrective actions are: reprimand by the presiding officer, censure (required to leave the hall during the remainder of the meeting), or suspension (prohibited from attending board meeting for a period of time voted on by the other Board members).

All members have an obligation to obey the legitimate orders of the presiding officer. All members have an obligation to follow proper parliamentary procedures. Remarks by members should be confined to the merits of the pending question. Members shall refrain from attacking other member's motives. The measure, not the member, is the subject of debate.

Members shall refrain from speaking adversely about a prior action that is not pending. Members shall treat each other with respect. There will be no insults, raised voices or name calling.

Members are encouraged and able to voice their ideas and opinions openly without harassment, and the best ideas put forward by the group and decided by consensus shall prevail.

All members will refrain from taking any action that tends to injure the good name of the organization, disturb its well-being or hamper its work.