

# DEER RUN OWNERS ASSOCIATION CONDOMINIUM OWNER'S GUIDE INCLUDING RULES AND REGULATIONS



## DEER RUN OWNERS ASSOCIATION

Historically, as developers started to build communities with common open areas, such as condominiums, it became necessary to answer the question, “Where does responsibility lie for care and maintenance of shared Common Elements?” Local government would not be responsible for shared Common Elements since the land is privately owned.

The Association is modeled after and functions as a condominium Association with shared Unit Ownership and maintenance responsibilities of Common Elements. The Deer Run Condominium Property is incorporated, non-profit, and operates under recorded land agreements whereby each Unit Owner in a described area automatically becomes a member of the Association. Each Unit Owner is subject to a charge for support of the essential business activities of the organization and maintenance of shared Common Elements and amenities. Association fees are designated to support organization responsibilities and are determined through a standardized calculation process set forth in the Declaration and Bylaws.

The primary responsibility of the Association is to reasonably protect the investment and reasonably enhance the value of the Condominium Property. The Association provides for the physical maintenance and operation of the Common Elements. 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 Unit Owners.

Deer Run Owners’ Association retains **Towne Properties**, a professional Condominium Association Management firm, to assist with operations. Towne Properties helps assure that the Association functions as a viable business organization to protect each Unit Owner’s investment. Under the direction of a Board of Directors, the management firm staff coordinates and supervises the Common Elements maintenance, enforces the architectural and landscape design controls, and does the accounting and clerical work on behalf of the Association.

The Board of Directors consists of 7 individuals who are Unit Owners or spouses of Unit Owners and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making reasonable decisions affecting the Condominium Property. Decisions concerning the Condominium Property are typically made during regularly scheduled meetings. The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. In between regular Board meetings, please **contact Towne Properties** with any questions or concerns about the maintenance of the Condominium Property. Contact a Board member in writing only concerning problems that you may have with Towne Properties.

This guidebook is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this guide and the recorded documents, the Declaration and/or Bylaws will govern.

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## RESPONSIBILITY TO INFORM PROSPECTIVE PURCHASER

All Unit Owners and their agents are responsible for informing any prospective purchaser of the Association's recorded governing documents and rules. The Association is not liable for failure by the developer, Unit Owners, and/or their agents to notify prospective buyers of these regulations.

## PROBLEMS WITH A CONTRACTOR OR WITHIN THE CONDOMINIUM PROPERTY

Deer Run is a Condominium Association whose organization and authority is controlled by its Declaration and Bylaws, superseded by local, state and federal law. The Association business is conducted by a volunteer Board of Directors assisted by an Association Manager, all guided by the above. Individual Unit Owners who have an issue with any aspect of the operation of the Condominium Property, contractors and their work or other Unit Owners, can contact the Association Manager or bring it to one of the open Association meetings.

Unit Owners must refrain from talking directly to contractors concerning work being performed. The vendors' contracts stipulate the exact work they are to perform. Unit Owners are not to attempt to revise these contracts with special requests, verbal or written.

Call the Association Manager to report or ask about

- a. Trees that need to be trimmed or removed
- b. Problems with light poles (new bulbs, painting or rusting)
- c. Clogged gutters and/or down spouts.
- d. Irrigation system malfunctions
- e. Referrals for painting, outside maintenance or yard work (e.g. windows, doors and landscaping, including mulch)
- f. Damage occurring during snow removal
- g. Drainage problems
- h. Roof problems
- i. An issue with a contractor

## UNOCCUPIED UNIT PROTECTION CHECK LIST

The following are some things you should strongly consider doing to protect your Unit while you get away heading for better weather or whatever. Please recognize that some items may need to be adjusted because of seasonal impact. Print this checklist as you prepare your Unit for the time you are away.

1. Forward your mail and stop newspaper delivery.
2. Ask a trusted neighbor or relative to:
  - a. Check on your Unit on frequent intervals.
  - b. Remove any items left at your door.
  - c. Be available and have access to your Unit in case of emergency.
3. Close and lock all windows and doors.
4. Install deadbolt locks, security type hinges and sturdy door frames that cannot be spread apart.
5. Install slide locks or other equivalent security locks on French or sliding glass doors.
6. Turn on alarm systems and set interior lights on timers.
7. Secure valuables not being taken in a safe deposit box or other secure location.
8. Perform routine maintenance:
  - a. Heating/Cooling system inspection and service.
  - b. Chimney inspections.
  - c. Gutter cleaning.
9. Have any dead trees or overhanging limbs removed.
10. Unplug all appropriate appliances and phones.
11. Clean Unit thoroughly, checking for potential openings, and removing food to discourage pests.

The following are some things you must do to protect/winterize your Unit while you are away.

1. Turn off the main water supply.
2. If you are not heating your Unit while away:
  - a. Drain pipes completely.
  - b. Add nontoxic antifreeze rated for plumbing to your toilet bowls and tanks.
3. If heat will be kept on in your Unit, leave the furnace on, with the temperature set to a minimum of 55 degrees F.

## TELEPHONE NUMBERS

Emergency Number.....	911
Centerville Police.....	937-433-7661
Washington Township Fire Department.....	937-433-3083
Clubhouse.....	937-436-2348
Towne Properties .....	937-222-2550
Fax .....	937-222-2552

Carlene McCullough, Association Manager  
[CarleneMcCullough@TowneProperties.com](mailto:CarleneMcCullough@TowneProperties.com)

Sarah Luttrell, Administrative Assistant  
[SarahLuttrell@TowneProperties.com](mailto:SarahLuttrell@TowneProperties.com)

### **Office Visits are by Appointment Only**

6540 Centerville Business Parkway  
Centerville, OH 45459

<b>Montgomery County</b> (Water Dept. Water Emergency) .....	937-781-2678
<b>Centerpoint/Vectren Energy</b> (Gas Emergency) .....	1-800-227-1376
<b>AES</b> (Electric Emergency) .....	1-877-468-8243

WEBSITE: [www.deerruncenterville.com](http://www.deerruncenterville.com)

The Association Website was developed to provide active communications with Occupants and Unit Owners. The site's intended purpose is to keep the Occupants and Unit Owners abreast of local events, issues, and plans that may directly impact the Condominium Property and reasonably represent the best interests of the neighborhood in the public arena. It can also be beneficial by informing and encouraging Occupant participation. By maintaining the high quality of existing Condominium Property amenities and an active program of Condominium Property functions and activities, the site will assist in creating a sense of "Community".

The Web Site contains:

- Map showing The Association in Google Maps
- Calendar of events
- Announcements providing timely information
- Brief history of the Condominium Property
- Owners' Guide
- Unit Owner's Guide
- Current Board of Directors
- Condominium Property Features
- Clubhouse
- Swimming Pool
- Tennis Courts
- Contact Information

Most of these areas include updated photos and further descriptions and details.

The website is updated regularly.

## THE ASSOCIATION SOCIAL EVENTS

The Board encourages community social events. Events are planned by an organized group of volunteer Occupants operating as the Social Committee and are overseen by a designated Board member. Additional social activities are planned by this committee based on community feedback and interest of Deer Run Occupants.

Any organized activity by the committee requiring a Unit Owner charge will typically be priced under \$10 per person depending on the scope of the event. Unless otherwise designated by the committee, all events are BYOB. In 2016, an amendment was passed that the Board is not allowed to spend over 1% of the operating budget for social events, as required by current Ohio condo law.

Communications for scheduled Condominium Property social events are distributed through the following media:

Deer Run Website: [www.deerruncenterville.com](http://www.deerruncenterville.com)

Email

Website calendar

Mailbox postings

Robo-call

Newsletter

Hand Bills

Attendance/RSVP instructions:

When requested, please confirm a reservation 48 hours prior to the event with the designated Social Committee representative. Contact numbers and e-mail will be provided for each event.



## CLUBHOUSE RENTAL PROCEDURE

### Rental Form – Exhibit C

Please see the “Deer Run Clubhouse Rental Agreement” and download from our website: [www.deerruncenterville.com](http://www.deerruncenterville.com).

1. The Clubhouse is available to rent to **Unit Owners Only**. Contact **Towne Properties** to determine availability of the clubhouse, and/or to obtain a hardcopy of the Rental Agreement. The Rental Agreement is also available on the website.
2. Please read the Rental Agreement, and contact Towne Properties with any questions, and to tentatively reserve the date/time the Clubhouse will be used. Please note the swimming pool and tennis courts are **not included** in the clubhouse rental.
3. The completed Rental Agreement and the deposit and rental fees (by 2 separate checks made out to **Deer Run**) must be received by Towne Properties at least **2 weeks prior** to the event. Unless otherwise notified, Owner will need to visit the Towne Properties office the day before the even to gain Clubhouse access information.
4. The non-returnable **Usage Fee** check will be for **\$125.00**. The **Security Deposit** check will be for **\$100.00**, and will be refunded in full within 30 days after the rental, subject to the conditions set forth in the Rental Agreement. The renting Unit Owner must be present at all times during the function.

## POOL RULES

1. Adult resident must accompany guests at all times
2. No lifeguard on duty; swim at your own risk
3. No food or drink in water
4. Trash must be properly disposed of
5. No running, roughness, or foul language in or around pool
6. Music is to be kept at a low volume
7. No diving, always enter pool feet first
8. An adult resident must accompany persons under 16
9. No glass in pool area
10. No non-service animals in pool area
11. Rafts and large floatation devices are not permitted
12. Proper swimming attire is required
13. If needed at any age, wear diapers designed for swimming
14. Pool umbrellas are to be lowered before leaving pool area
15. Gates must be kept closed except when entering or leaving the pool area
16. Return pool furniture back to proper location

These rules are not exhaustive but are intended to convey the Association's interest in having a facility that encourages responsibility in its enjoyment. Other rules consistent with these apply. The presence of any Director, agent, or employee of the Association at any time, in no instance, excuses compliance with the rules or may be construed as an acceptance of prohibited conduct that may be occurring.

The pool may be closed at the discretion of the Board of Directors, the Association Management Company, or the Facilities Manager, due to inclement weather and on days when the temperature fails to reach 60 degrees Fahrenheit or for any safety and/or health reason.

## ELEMENT RESPONSIBILITIES

Responsibilities for the various elements within the Condominium Property are shown in the chart below. Details for the activity associated with many of these various responsibilities and others are contained later in this document. The table of contents is provided to assist in finding a particular subject.

## RESPONSIBILITY FOR MAINTENANCE, REPAIR AND REPLACEMENT

### UNIT

Original Internal space	Unit Owner
Windows and doors	Unit Owner
Internal walls, ceilings and floors	Unit Owner
Improvements	Unit Owner
Personal Property	Unit Owner

### LIMITED COMMON ELEMENTS

Exterior of building surfaces	Unit Owner
Chimney Exterior	Unit Owner
Awnings	Unit Owner
Exterior Siding	Unit Owner
Decks, Patios and Verandas	Unit Owner
Stoops, Stairs and Entryways	Unit Owner
Driveways and Walkways to front doors	DR

### COMMON ELEMENTS

Streets	DR
Foundations	DR
Slabs	DR
Post Lamps	DR
Flower beds, Trees, Shrubs and Lawns	DR*
Walkways	DR
Roof System	DR

\* Unit Owners are permitted and encouraged to plant and install flowers, shrubs and trees with the understanding that it is a **donation** to the Common Elements and that the Board reserves the right to not replace or maintain the donated planting. Advanced written approval for these plantings is a requirement of the Architectural Review and Grounds Committees.

## CLARIFICATION OF UNIT OWNER RESPONSIBILITY FOR OUTSIDE THE UNIT

1. Flowerbeds planted by the Unit Owner are to be maintained and weeded regularly during the growing season. If the Unit Owner does not maintain the flower beds, the Association Manager will notify the Unit Owner of the need for corrective action allowing 2 weeks for a response. Thereafter, in order to minimize the cost, the Association may remove flowers, shrubs or trees at their discretion and possibly convert selected areas to grass, while maintaining a reasonable appearance.
2. Plant flowers 9-12 inches from the edge of the beds to allow for proper mowing.
3. Water all bushes and flowers in the front, back and side yards where the sprinkler system does not reach. The grass on the sides and back will not be replaced because of lack of water.
4. Water all new and existing trees and shrubs.
5. If a tree or shrub is removed it may be replaced at the Unit Owner s' expense with the understanding that it is a donation to the Common Elements.
6. Trash bins or barrels are to remain out of sight from the street or from any adjacent Unit or yard, preferably placed inside. Also see Trash Removal section, p. 26.
7. Empty flowerpots are prohibited to be stored in front yards when not filled.
8. Dispose of plant material in yard bags, set out for normal trash pickup.
9. Plastic flowers and shrubs are prohibited in front or side yards.
10. Keep deck neat. It must also be repaired and sealed regularly.
11. Keep the outside of the Unit painted/stained regularly. Inspect for any areas that need repair. If this is not done, the Association Manager will notify the Unit Owner. If the issue is not remedied within 2 months, the Condominium Association Manager will arrange with a contractor to resolve the violation and then bill the Unit Owner for all expenses incurred. Please see the " Enforcement Procedures" section.
12. Mulching is the responsibility of the Unit Owner (minimal mulching of trees is recommended to let the roots breathe). The Association Manager will send out a letter each spring about mulching. It will include a contractor contact for those interested.

## GROUNDS-RELATED PRACTICES

1. In general, all lawns and most Common Elements are reasonably mowed and string trimmed by a contractor during the mowing season.
2. All curbs, sidewalks and driveways will be power edged monthly 6 times during the mowing season.
3. A contractor, on a scheduled basis, sprays select trees and shrubs during the growing season for infection and plant-specific diseases and growths.
4. All fertilization, together with weed and fungus control, is applied to lawns on a scheduled basis by a contractor during the growing season. The Unit Owners are prohibited to supplement these applications due to the possibility of overdose damage.
5. The trimming of trees is done by a contractor on an as required basis for emergencies and once in the summer and once in the winter.
6. The trimming of shrubs is done by a contractor once in May/June and again in September/October.
7. When Unit Owners have tree limbs that require disposal, they must be bundled in 3' lengths and tied with string before they are placed by the curb for normal trash pick-up. If they are not bundled properly, the refuse contractor will not remove them and the Unit Owner will be responsible for their disposal. Bundled items should not be placed by the curb any earlier than the night preceding pick-up.
8. Property Walk-A-Rounds – The Condominium Property is inspected by Board member(s) assisted by contractors and/or the Association Manager for the following issues:
  - a. Tree trimming and removal – spring and fall (for summer and winter work)
  - b. Flower bed and yard maintenance – summer
  - c. Drainage - summer

## TREE AND SHRUB REMOVAL, TRIMMING AND REPLACEMENT

Association representatives perform a walk around twice each year to assess tree conditions and develop a list of work. The list of Unit Owner inputs developed by the Association Manager is used during this assessment. If a Unit Owner has items to be removed or trimmed, they are to call the Association Manager to have the item(s) placed on the list. Unit Owners may remove trees only with advanced written approval from the ARC.

### **Rationale for Tree Trimming and Removal:**

1. In most cases, arborist and Unit Owner input will be considered.
2. Dead, dying or badly injured trees will be removed.
3. Trees threatening structures will be considered for removal or trimming.
  - a. Roots injuring or jeopardizing driveways, sidewalks or foundations
  - b. Branches rubbing siding, windows or roofs
4. Overgrown trees will be considered for removal or trimming
  - a. Blocking view to or from a Unit
  - b. Restricting walkways or access, or causing a safety hazard
  - c. Overhanging roofs or within 10 feet of chimneys
  - d. Blocking the light from or visual access to the lamp posts
  - e. Crowding and conflicting trees
5. Owners are not permitted to cut any limbs or branches off trees without Arborist review due to the fact that many times changing the structure of a tree will cause permanent damage.

In the Common Elements including a Unit Owners yard, when the Association removes a tree from a cultivated area, the stump and nearby roots will be ground to allow for the planting of grass or other shallow plants. In areas where grass previously existed and a tree will not be planted, the Association may decide to reseed with grass.

### **Tree Replacement**

All existing trees are Common Elements, and all newly planted trees automatically become Common Elements. The Association is responsible to maintain, trim and remove all trees.

Unit Owners are encouraged to plant/replace trees at their Units. Correctly selected and located trees enhance the value of the Unit as well as the overall Condominium Property. When trees are planted at a Unit, the cost is the Unit Owner's responsibility. Any plans for trees to be planted must be submitted in writing in advance by the Unit Owner and approved in writing by the Architectural Review Committee.

The Association may consider planting trees, if in the judgment of the ARC, it is desirable and beneficial to the overall Condominium Property.

### **Shrub Removal**

Dead, dying or badly injured shrubs will be removed by the Association in late spring or early

summer, allowing a reasonable time for plants to recover from the winter. Again, call the Association Manager to request shrub removal.

## REASONABLE SNOW REMOVAL PROCEDURES

It is preferable that the contractor delay snow removal until the end of the snowfall. When the snowfall exceeds three inches, reasonable removal from the streets is to be started. The priority of removal, as established by the Board, is

1. All streets will be cleared first.
2. Snow will be placed in the least obstructive area. If the amount of cleared snow becomes significant, it can be moved to the parking lot located west of the tennis courts. The contractor will contact the Association Manager prior to moving the collected snow.
3. After the streets have been cleared, the contractor is to proceed with the reasonable clearing of driveways and sidewalks. The priority for this activity will be left to the discretion of the snow removal contractor.
4. Please call the Association Manager to report any damage done to the sod or Unit by the snow removal equipment. The damage will be repaired as soon as possible.

REMINDER: Cars parked in driveways and on the street will interfere with the snow removal process. If cars are parked in either of these areas during removal, the snow will be shoveled around the vehicle. If the snowfall is significant, this will possibly hamper the use of the vehicle.

## POND RULES

The following POND rules are in effect:

1. Swimming, wading, rafts, boats or floats designed for a person while in or upon the water are prohibited
2. Removing or throwing of rocks or any other material into or around the ponds or creeks is prohibited. Pet waste disposal bags should be taken away once used. Please do not throw filled bags into the pond.
3. Feeding of ducks or geese in the ponds or on any other part of Condominium Property is prohibited.
4. Pets are prohibited in the ponds.



## ARCHITECTURAL REVIEW COMMITTEE (ARC)

The Architectural Review Committee (ARC) is a committee that is appointed by the Board for the purpose of reasonably overseeing any proposed development or upgrades to the Condominium Property and grounds by Unit Owners. The Committee/Board meets regularly or as required to review requests submitted by Unit Owners utilizing a standardized process through the Association Manager. This model for the ARC is used extensively throughout Ohio condominium associations to maintain fairness and consistency.

**\*\*All upgrades or changes to exterior property or Limited Common Elements must be submitted to ARC for review and approval prior to initiating any proposed work on the property.**

**\*\*If a proposal is rejected by ARC, the Unit Owner may appeal the decision to the Board in writing through the Association Manager. The Board will review the proposal at the next available Board meeting for final determination. If the Unit Owner does not receive notification of the decision from the Association Manager via mail or e-mail **within 45 business days**, the appeal is deemed rejected or disapproved.**

### **The Following is a Sample of Changes and Enhancement List Requiring ARC Approval**

- New house colors to update the Unit
- Additions of storm doors, windows, skylights or awnings to existing structures
- Decking or extension of decking – Any deck extensions are to be approved by the BOARD per amendment passed in 2023.
- Landscaping (additions or removal )
- Replacement roofing – refer to page 23 in Unit Owner's Guide
- Installing or having installed items on Common or Limited Common Elements

### **Architectural Review Committee Responsibilities/Considerations**

- Review, modification, approval or rejection of proposals for all alterations to existing Condominium Property or Limited Common Elements by the Unit Owner.
- Proposed alterations or upgrades must comply with architectural guidelines for appearance, safety and maintenance standards set forth in the Declaration (Article VII, Paragraph D).
- Monitoring of compliance with proposed Unit upgrades for appearance, safety, maintenance standards set forth in the Declaration.
- Unit Owners that do not comply with the requirement for prior written approval will be notified and given 30 days to remove the non-approved item and/or restore the Unit or affected area to its original condition. Failure to comply with the architectural standards process may result in additional action after consideration by the Board.

**A copy of the ARC Review Request Form is included in this handbook, can be requested from Towne Properties, or retrieved from the Deer Run website.**

## Changes and Enhancement Review Criteria

The Architectural Review Committee evaluates all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the Unit type and the individual site. Design decisions made by the ARC in reviewing applications are not based on personal opinion or taste. Judgments of acceptable design are based on the following criteria which represent in more specific terms the general standards of the Declaration.

- All applications are reviewed to verify that the project is in compliance with the Declaration.
- The basic idea/project must be sound and appropriate to its surroundings including but not limited to height, placement, aesthetics, and safety factors.
- The proposed improvement must be compatible with the architectural characteristics of the applicant's Unit, adjoining Units, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
- An amendment was passed in 2023 to allow extensions of the deck providing an EASEMENT for the property. Owner is responsible for all future repairs. The BOARD need to review a complete written plan which is submitted BEFORE work begins.
- The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are; does the item obstruct views, or access to neighboring property, or infringe on a neighbor's privacy, or disrupt the natural topography, or change the rate or direction of storm water runoff.
- Continuity of same or compatible materials as was used in the original Unit.
- The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the Unit Owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. The Association assumes no responsibility for the safety of new construction by virtue of design or workmanship.
- Projects which remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the Condominium Property. All applications must include estimated completion dates. If such a time period is considered unreasonable, the ARC may disapprove the application.

## **Application Instructions**

Submit ARC application with specifications to the Condominium Association Manager. Applications must include appropriate drawings, colors and material samples ie: paint and or stain samples. **\*\*Please see the Unit Owner's Guide Exhibit B ... for the Architectural Review application form.**

**Mail to:** Towne Properties, 6540 Centerville Business Parkway, Centerville, Ohio 45459

**E-mail:** [CarleneMcCullough@TowneProperties.com](mailto:CarleneMcCullough@TowneProperties.com)

**Please notify the Association Manager of the presence of the contractor on the Condominium Property. All contractors must provide the Association Manager with a certificate of current liability insurance and Workers Compensation insurance upon request.**

To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a request for an exterior modification.

Exterior and interior modifications and/or alterations that will impair the structural integrity or would structurally change the buildings, units, garages, or grounds are prohibited unless the Unit Owner receives the Board's prior written approval.

The Unit Owner is responsible for any work on the Unit complying with all applicable codes, paying for all required permits and paying all fees.

## SIGNS

NO SIGNS of any kind shall be displayed to the public view on any part of the Condominium Property, except street name signs, directions signs, and signs regulating the use of Common Elements. Specifically, prohibited are signs advertising Condominium Units for sale, rent, or lease.

## SATELLITE DISH GUIDELINES

The Association must comply with the FCC ruling for the installation of small Satellite dishes while protecting the integrity and esthetics of our Condominium Property.

1. Per Federal law, installation of a Satellite Dish may be made on Limited Common Elements. Proposed Satellite Dish installation plans, including location, height and screening materials must be submitted in advance to the Association Manager to insure this. Each proposal will be reviewed individually for compliance with these guidelines. Proposals involving mounting a Satellite Dish on Limited Common Elements within the guidelines will not require approval. Where possible, an optimum location and installation should be determined so that good reception can be achieved along with reasonable Condominium Property aesthetics.
2. When possible, keep the installed dish out of view of the front of the Unit and the street.
3. Installation should not involve attachment to the roof.
4. Installation is prohibited on the Common Elements.
5. The dish should be a color that blends with its surrounding and must not contain written material (such as advertising).
6. Installation bracing and support should be as minimal as possible while maintaining safe and secure anchoring.
7. The diameter of the dish should be as small as possible to receive reasonable quality reception, and, in no case, larger than the FCC ruling.
8. The Association will not be responsible in any way for damage to the dish or its installed components.
9. Damage to Common Elements resulting either directly or indirectly from the installation, use, or maintenance will be the responsibility of the Unit Owner.

## ROOF REPLACEMENT PROCEDURE

Roofs will be replaced at discretion of the Board based generally on age and condition of the roof. The Board will contract a qualified roofer of the Board's choosing.

## ROOF REPAIRS

Call the Association Manager.

## KEYS

### **Mailbox Keys**

If a new Unit Owner did not receive a mailbox key from the previous Unit Owner, contact the Washington Township Post Office at 291-0991. It is located at 7525 Paragon Road, Centerville, Ohio. USPS replacement keys are \$30.00 for 3.

### **Pool/Tennis/Pickleball Court Keys**

Both pool key and tennis court keys are issued per Unit. There is a \$5 charge for additional or lost keys, which may be picked up from Towne Properties.

### **Clubhouse Key**

A clubhouse key may be checked out for the day if one wishes to preview the clubhouse prior to renting. Please contact the Association Manager to do so.

## TENNIS/PICKLEBALL COURT RULES

1. Pets, basketball, skateboarding or roller blades on tennis/pickleball courts are prohibited.
2. Return chairs to where found.
3. Remove all tennis balls and trash when leaving.

## BUG LIGHTS

"Bug Lights" are prohibited.

## GARAGE DOORS

Are to be kept closed except when working in the garage. This is not only to discourage theft, but also to keep the Condominium Property looking as uniform as possible.

## FIREPLACE WOOD STORAGE

Fireplace wood may be stored on decks or patio areas only in enclosed containers to prevent termite and wood lice infestation, not on driveways or any grass areas.

## FRONT POLE LIGHTS

Pole lights are Common Elements and are reasonably maintained by the Association on a monthly basis. They are to be kept clear of vines and flowers so they can be painted and serviced. This is also to ensure that law enforcement or fire and medical officials can easily locate Units in the event of an emergency. Call the Association Manager to report bulbs out or other problems.

## FIRE HYDRANTS

City Fire Department regulations state that hydrants cannot have any bushes or flowers within 3 feet on all sides and cannot be painted.

## HOLIDAY DECORATIONS

Decorations are a fun way to celebrate holidays. Detailed rules for containing their use have not been developed. However, excessive use can lead to a “flea market” appearance and detract from the overall Deer Run image we all appreciate. The use of good judgment is expected by all.

If lights are used, they must for outside usage and be turned off by 11:00 pm.

Holiday decorations shall be removed within two weeks after the holiday.

## PARKING

The storage of boats, canoes, campers, or other recreational vehicles, trucks, trailers, pickup trucks or inoperable vehicles of any kind on the Common Elements is prohibited. A recreational vehicle, camper or boat may be parked at the Unit to accommodate loading or unloading for no more than 8 hours. Traffic flow may not be interfered with during this time. With prior notification to the Property Manager, it can then be stored one night at the clubhouse parking area.

Occupant vehicles that cannot be parked in the garage or driveway MUST be parked at the clubhouse or tennis parking areas on a temporary basis not to exceed 72 hours.

## ANIMALS AND PETS

1. Dogs, cats, and other commonly recognized household pets are permitted to be kept in the Units, provided that the number does not exceed three pets, however, no more than two dogs may be kept in a Unit; provided further that they are not kept, bred or maintained for commercial purpose. Household pets do not include exotic animals or vicious dogs or Prohibited Dogs. As of July 28, 2016, exotic animals or Prohibited Dogs are prohibited, except for Unit Owners who registered their exotic animal or Prohibited Dog by July 28, 2016 and maintain liability insurance of at least \$500,000 per occurrence.
2. Pets must be on a handheld leash and accompanied by the owner at all times when in the common or limited common elements. Tying or chaining any pet to the common or limited common elements is prohibited.
3. Pet owners are responsible for the immediate and complete clean-up of any pet waste. DO NOT DISPOSE OF Pet Waste Disposal bags on Deer Run property.
4. Pets making or causing noises of sufficient volume, including excessive barking or other animal noises, whether indoors or outdoors, that disturbs another occupant is prohibited.
5. Pet owners are responsible for all damage caused by his/her pet.
6. Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon 3 days written notice from the Board.
7. Feeding of wildlife is prohibited.
8. Animal control and extermination is the responsibility of each owner.

## TRASH REMOVAL

Waste Management is the contractor used for waste removal at Condominium Property. Trash pick-up day is Wednesday. Waste Management recognizes the following (6) holidays on which refuse collection will not take place:

Memorial Day (last Monday of May each year),  
Independence Day (July 4),  
Labor Day (first Monday of September each year),  
Thanksgiving Day (fourth Thursday of November each year),  
Christmas Day (December 25)  
New Years Day (January 1).

If a holiday occurs on Monday through Friday, pick-up for Association will be on Thursday.

All garden materials (weeds, flowers, etc., and bush and tree trimmings) must be disposed of in an approved lawn bag. All branches must be bundled in 3 feet lengths or less and tied with string

Trash containers are only to be placed outside after dusk Tuesday, preferably Wednesday morning before 7am.

Please bring in containers by the end of the pick-up day.

During the remainder of the week, trash containers are to remain out of sight from the street or from any adjacent Unit or yard, preferably placed inside.

If you want a recycling container, call Waste Management. There is a charge for recycling to be paid by the owner. Is it optional for Deer Run owners.

Waste Management customer service: **866-909-4458**



## GARAGE AND ESTATE SALES

Each Unit Owner is permitted to have one (1) garage and/or estate sale during the entirety of the time said Unit Owner has title to the unit.

A Unit Owner must not have a garage sale or estate sale without the Board's prior, written consent. The Unit Owner must submit a written request to hold a garage sale or estate sale to the Board, and the Board will approve or disapprove in writing within 30 days of receipt of request. The request must include proof of liability insurance in the amount of \$500,000.00.

Any garage or estate sale must not exceed three consecutive sale days.

One sign, not to exceed 3' wide x 5' high, may be installed above ground, including the frame or post and hardware. The placement of the sign must be between the entry road and the "Deer Run" entry sign, at either Deer Run Road or Fawn Lea. The sign must be removed at the end of the last day of the sale.

## LEASING OF UNITS

1. Except for hardship exceptions and Units that are grandfathered under the "Leasing of Units" amendment, Units must be occupied by the Unit Owner, parent(s) or child(ren) of the Unit Owner.
2. To avoid an undue hardship or practical difficulty the Unit Owner may lease their Unit one time **for a period of not more than 24 months**. If a Unit Owner is more than 30 days delinquent, they must have the Board's prior written consent to lease under the one-time hardship exception.
3. Sub-leasing is prohibited. **No VRBO or AirBnB permitted.**
4. The Unit Owner must supply the Management Company with the following information before the tenant takes up residence
  - a. Copy of lease;
  - b. Full name of tenant(s);
  - c. Names of all Occupants of the Unit;
  - d. Home and business telephone number of the tenant(s).
5. The Unit Owner is responsible for making the tenant aware of the rules and regulations in the handbook.
6. The Unit Owner is responsible for tenant violations of the Declaration, By-laws or rules. The Unit Owner is responsible for rule enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in

violation. If the Unit Owner fails to co-operate, then the Board may initiate eviction proceedings against the tenant.

## ASSOCIATION FEES

The Association Fees (monthly dues) are the primary source of funds available for the Association to reasonably maintain the Common Elements.

The Association Fees are determined by the percentage of ownership each Unit Owner has in the Common Elements.

If, for any reason, a Unit Owner becomes delinquent in his/her fees, the Association has the right to charge late fees, file a lien, and, if necessary, foreclose on the Unit. Amenities such as the pool, tennis, and clubhouse can also be terminated upon delinquency.

Fees cover the following:

Insurance coverage as required by the Declaration	
Roof repair and replacement, skylights, gutters and downspouts	
Maintenance of non-dedicated streets and curbs	
Maintenance of the swimming pool, tennis courts, and club Unit	
Maintenance of the walking paths and bridges	
Maintenance of the pole lamps in front of the Units	
Contracts with Association Manager	
Legal, Audit and other Professional Services	
Trash pickup	Tree trimming and removal
Grass mowing, trimming, edging	Shrub and tree spraying
Lawn spraying for weeds	Fertilizing of trees and bushes
Shrub trimming twice a year	Snow removal
Pond maintenance	Irrigation of front yards
Reserve Funding	

## RESERVE ACCOUNT

The Reserve Account is the Association's way of setting aside money for future repairs and replacements. Each month, a portion of your Association fee is set aside in a reserve account to provide for the replacement and major repair of the Common Elements. These funds protect and preserve property values and are included in the overall budget for the Association.

**Financial reports are available to owners with property ID of ownership.**

## OCCUPANCY RESTRICTION

1. Units may be used for residential purposes only.
2. Persons, who must register as a sexual predator or offender requiring notification under the Ohio Sex Offenders Act or similar statute, are prohibited from residing in any Unit for any length of time.

## UNIT OWNER INSURANCE RESPONSIBILITY

Your individual insurance coverage should coincide with the Association's insurance policy, which may include loss assessment coverage. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact Towne Properties for the name and telephone number of the Association's Insurance Agent.

Only the Board may submit claims against the master insurance policy.

## LATE ASSESSMENT PAYMENTS

The following will be the standard method for the Association Manager to handle late payment of the monthly assessment fees, and special assessments, and any penalties and liens levied by the Association Board of Directors through their Association Manager: Monthly assessments are due at the beginning of the month. We suggest that you set up automatic payment with the Association Manager to avoid late payment penalties.

1. Any payment not received by the 10th day of the month in which that assessment was due is late, and a late fee of \$25 is applied. It is the Unit Owner's responsibility to make the regular assessment fee payment and late fee before the next assessment is due. The Association Manager will not issue an invoice for the late fee. It is still due and payable. The late fee charges will accumulate at the rate of \$25 per month until the entire balance is settled in full.
2. Any payments made shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the association
  - b. Collection costs, attorneys' and paralegal fees incurred by the Association
  - c. Principal amounts owed on the account for common expenses and enforcement assessments
3. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
4. If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the voting privileges of the Unit Owner and/or right of the Occupants to use recreational facilities.

## ENFORCEMENT

1. The Unit Owner is responsible for any violation of the Declaration, Bylaws or Rules and regulations ("Governing Documents") by the Unit Owner, guests, or the occupants, including tenants, of his/her Unit.
2. Notwithstanding anything contained in these rules and regulations, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible Unit Owner.
3. All costs for extra cleaning and/or repairs to the Common Elements or property stemming from any violation will be charged to the responsible Unit Owners 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 a charge for damages to the Common Elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) will be served upon the alleged responsible Unit 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 Unit 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 unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
    - iv. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

- b. To request a hearing, the Unit Owner must mail or deliver a written "Request for A Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item a. above.
  - i. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
  - ii. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice, to the Unit Owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part-of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any charge for damages enforcement assessment imposed within 30 calendar days of the hearing.
- c. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

EXHIBIT A

**DEER RUN  
QUESTION – COMPLAINT – REQUEST  
FORM**

This form should be used to submit questions/complaints/requests to the Board for consideration. Please complete and submit it to the Association Manager. The Board will respond directly to the Unit Owner.

To: The Deer Run Board of Directors

From: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Question   Request   Complaint (Circle one or more)

Steps Taken:

Suggested Action:

Board Response:

EXHIBIT B

Deer Run Owners' Association, Inc.  
Architectural Improvement Application

This Application form should be submitted for any modification to the exterior of the building or grounds. If in doubt about your particular project, please contact Towne Properties. The object of requiring an Improvement Application is to insure that improvements conform to the Association Declaration, enhance the beauty, and maintain the architectural harmony of Deer Run. Please return the form and attachments to Towne Properties.

Unit Owner Name \_\_\_\_\_

Unit Address \_\_\_\_\_ Centerville, Ohio 45459

Telephone \_\_\_\_\_

Type or Nature of Improvement \_\_\_\_\_

Materials, Colors, etc. \_\_\_\_\_

Dimension & Location \_\_\_\_\_

**\*\*Copy of local building permit and an engineered drawing of all improvements must be submitted and attached to the applications to show exact locations and dimensions. For additional writing space, please use the back of this form or attach a separate piece of paper.\*\***

Estimated Start Date & Duration \_\_\_\_\_

*I UNDERSTAND THE RULES CONCERNING THE PROPOSED IMPROVEMENT. THIS IMPROVEMENT IN NO WAY ENCROACHES ON A NEIGHBOR'S PROPERTY. I AGREE TO ABIDE BY THE RULES ESTABLISHED BY THE ARCHITECTURAL CONTROL COMMITTEE AND WILL BE SOLELY LIABLE FOR ANY UPKEEP REQUIRED BY THE ADDITION OF THIS IMPROVEMENT. **I AGREE TO PAY FOR ALL COSTS AND TAKE FULL FINANCIAL RESPONSIBILITY FOR THE PROJECT(S) I AM SUBMITTING.***

Signature of Unit Owner \_\_\_\_\_

<i>Association Use Only</i>	
Application Received By _____	Date _____
Application Approved By _____	Date _____
Special Provisions for Approval _____	
Application Denied By _____	Date _____
Reason for Denial _____	

**DEER RUN CLUBHOUSE  
RENTAL AGREEMENT**

*Address of Clubhouse: 850 Antler Pointe, Centerville, Ohio 45459*

**RENTER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**RENTAL DATE:** \_\_\_\_\_

**RENTAL HOURS:** \_\_\_\_\_

A fee of \$225.00 must be collected with all rentals—this includes a **security deposit of \$100.00** and a **non-returnable usage fee of \$125.00**, both of which should be turned in with your completed rental agreement form. **Checks should be separate, and made payable to: Deer Run.** The deposit is subject to the conditions set forth in the accompanying page of Clubhouse Rules.

**Please return rental agreement form with both checks to: Towne Properties, 6540 Centerville Business Parkway, Dayton, OH, 45459.** Please make sure to turn everything in at least 2 weeks prior to your event. You will need to stop by Towne Properties the day before your event, between the hours of 9AM and 4PM, unless otherwise notified.

**RULES**

- Smoking is not permitted on the clubhouse property.
- The resident renter **must** be present for the entire rental period.
- A maximum of 65 people may be in the clubhouse at one time.
- Pets are not allowed in the clubhouse or swimming area.
- All furniture and supplies belonging to the clubhouse must be put back into its original location.
- Grills are not permitted on the clubhouse property.
- The swimming pool and tennis areas are not included in the clubhouse rental.
- Helium balloons are not permitted.
- Tacks, screws, nails, or tape are not to be used on the walls, railings, or doors.
- Local telephone calls only are to be made on the house phone.
- Furniture should not block fire exits.
- All personal items must be removed from the refrigerator and freezer
- The door leading from the pool to the restrooms is to be opened using the pool gate key.
- Do not roll chair and table carts into the hallway because it is a fire exit.
- There is a \$150.00 charge for lost or broken remote control for fireplace.

**ITEMS YOU NEED TO PROVIDE**

- Pots, pans and other cooking utensils.
- Dishes, cups, napkins and eating utensils.
- Ice, bottle/can opener, hot pads, dishwasher soap, dishtowels, soap sponges, etc.
- Cleaner for countertops



## Inventory of Furniture

- There are five 8' tables.
- There are ten 6' tables.
- There are ten square card tables.
- There are forty-eight folding chairs.
- There are four barstools.
- There are two square wood tables with four cushioned chairs
- There are six more cushioned chairs available, if needed.
- There is one recliner.
- There are three loveseats.
- There is one couch.
- Upstairs there is a small round table with four chairs, and a small square table with two chairs.

Pictures of the Clubhouse can be found at [DeerRunCenterville.com](http://DeerRunCenterville.com).

***Our apologies, but we cannot guarantee we will be able to accommodate requests to view the interior of the Clubhouse prior to your event. Please keep in mind this accommodation, as well as the entire rental process, is available to Association Members, only; please do not have family or friends who are not members, reach out about the Clubhouse. Thank you!***

## Cleaning Checklist

All the rooms and the loft need to be cleaned—this includes the great-room, kitchen, hallway, stairs, restrooms, foyer, and clothes closet. Please treat the Clubhouse as though it were an extension of your own home, so that everyone may have the opportunity to enjoy scheduled events.

- Vacuum all carpets.
- All countertops and tabletops should be cleaned.
- Toilets and urinals need to be flushed. Sinks and mirrors are to be cleaned. Shower is to be cleaned if it has been used.
- Replace trash liners where needed and remove trash from the premises.
- Gas and blower are to be turned off if fireplace has been used.
- Stereo receiver and compact disk player are to be turned off.
- Windows and doors are to be shut and locked. Door in hallway to restrooms is to be locked in the summer. All lights and fans are to be turned off.
- All non-carpeted floors need to be broom cleaned.
- Thermostat should be set at 68 degrees in the winter 75 degrees in the summertime.
- Oven is to be cleaned if it has been used.
- The two exterior doors from the Main Party Room to the Pool area are to be checked and locked before leaving.
  - (To lock these doors lift up the door handle and turn the dead bolt knob to the locked position.)

I understand the above rules and agree. I will be in attendance throughout the rental period

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Signature

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Date