

Keep this document in a safe place for future reference

This document and the Declaration of Condominium Ownership must be passed on to the new owner or new tenant whenever the unit is sold or rented.

**ESTATES AT WILLOW CREEK
CONDOMINIUM OWNERS' ASSOCIATION, INC.**

RULES AND REGULATIONS

October 2024

This version supersedes ALL previous versions

**ESTATES AT WILLOW CREEK
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SECTION I
GENERAL INFORMATION

1. Introduction

Congratulations on the purchase of your home at The Estates at Willow Creek. It is our wish that you will find association living the most convenient form of home ownership today.

To promote your enjoyment of association living, this booklet has been prepared to provide helpful information and instructions as to policies and procedures, your Board of Directors and the Management Company will be following to best serve each resident of the Estates.

It is the purpose of your Board of Directors to maintain, protect and enhance the value of your home and your lifestyle at the Estates. In addition, it is the purpose and promise of your Management Company to assist the Board of Directors in upholding these responsibilities while maintaining an atmosphere of welcome and comfort to all residents and their guests.

This is your home and we hope you enjoy it!

Estates at Willow Creek Board of Directors

2. Definitions, Disclaimers and Deferral to Documents

2.1. Definitions.

- 2.1.1. **Unit Owner:** Every person or entity who is on record as the owner of a residential unit in the Estates at Willow Creek.
- 2.1.2. **Resident:** Any person(s) who occupies or resides in a Unit.
- 2.1.3. **Lessee:** Any tenant(s) of the Unit Owner.
- 2.1.4. **Common Area:** Any area outside of each Unit that is generally used by the residents; such as lawns, sidewalks, pool, clubhouse, tennis courts, parking areas, etc.
- 2.1.5. **Limited Common Area:** A specific part of the Common Area that is restricted to the use of the residents of the Unit to which such areas are adjacent and appurtenant. The following items shall be known as Limited Common areas: all patios, decks, drive-ways, and front, rear and side yards.
- 2.1.6. **Community Association Manager:** The Management Company representative who handles our association.
- 2.1.7. **Clubhouse Coordinator:** Estates at Willow Creek resident designated by the Board of Directors to oversee and coordinate the use of the clubhouse facility.

2.2. The Rules and Regulations are designed to familiarize residents briefly with the Association, Management Company and policies and procedures. A fuller, more comprehensive reference to any item concerning the Estates at Willow Creek can be found in the Declaration and By-Laws issued to all Unit Owners at closing. In case of any conflict between these Rules and Regulations and the Declaration and By-Laws, the Declaration and By-Laws shall control. If you have any questions, please refer to your Condominium Documents.

2.3. These Rules and Regulations may be amended at any time by the Board of Directors.

3. Board of Directors, Meetings, and Agenda

- 3.1 THE ESTATES AT WILLOW CREEK HOMEOWNERS ASSOCIATION, INC. is the corporation formed for the purpose of administering Association business and the operation of all commonly held property.
- 3.2 Each person owning a fee-simple interest in the Unit (Unit Owner) is automatically a member of this Association and no other parties may become members. When a Unit Owner transfers ownership of a unit to another party, membership of the transferring Unit Owner automatically terminates and the party to whom ownership was transferred becomes a member of the Association.
- 3.3 The Association must hold at least one Annual Meeting for all members to facilitate an election, voting upon special Association business items and disclosure of the

financial position of the Association. Each owner will receive written notice of the meeting date, time and place, at least thirty (30) days prior to the date of the meeting.

The order of business at Association Meetings will be as follows:

1. Calling of meeting to order
 2. Roll call and determination of a quorum
 3. Proof of notice of meeting or waiver of notice
 4. Reading of minutes from previous meeting
 5. Reports of officers
 6. Reports of committees
 7. Election of Board (when appropriate)
 8. Unfinished and/or old business
 9. New business
 10. Adjournment
- 3.4 The Unit Owner(s) of each unit is/are entitled to one vote per Unit.
- 3.5 Any member who wants an item of business placed on the agenda should notify the Management Company in writing at least fifteen (15) days prior to the meeting date. Such requests shall specify the nature of the item of business requested.
- 3.6 Unit Owners who cannot attend the Annual Association Meeting may vote by proxy. Proxies must be in writing on proxy forms provided by the Management Company. Additionally, a Unit Owner may vote by mail on any matter up for vote at any meeting, provided the written vote is received or hand delivered to the Secretary of the Association at least seven (7) days prior to date of the meeting.

4. The Management Company

- 4.1 The Management Company is the vehicle by which the overall administration, policies and procedures, managerial decisions, etc., of the Board of Directors (acting on behalf of all Unit Owners) are carried out. The Management Company for The Estates at Willow Creek is responsible to the Board of Directors for carrying out the day-to-day operations of all Association business and commonly held property. It acts as the agent for the Board of Directors and provides the Board of Directors with the information and facts necessary to make appropriate decisions on almost all aspects of the condominium administration and management of common property.
- 4.2 The Management Company has specific authorization and obligations as contained in the management contract, a copy of which will be available upon request. The contract will generally run for a period of one year. The current Management Company is:

Towne Properties
6540 Centerville Business Parkway
Centerville, OH 45459
(937) 222-2550

SECTION II
RULES AND REGULATIONS

1. Antennas and Dishes

Individual outside antennas are prohibited, however, satellite dishes eighteen (18) inches or less in diameter are permitted. An Architectural / Landscape Improvement Application must be submitted and approved prior to installation. The dish must be installed to comply with all local codes. Ongoing revisions will be made in compliance with Federal Communications Committee (FCC) regulations.

2. Architectural Control

- 2.1 The Board of Directors has been charged with the responsibility of maintaining the aesthetic, architectural character and appearance of the Association. The following regulations are in keeping with the overall plan for the community. Any improvements and/or changes affecting any structure within the community must adhere to these guidelines. In the event these guidelines are unclear or ambiguous, the Declaration and By-Laws shall be controlling.
- 2.2 To facilitate the above and to maintain complete and accurate records, an application form must be submitted and approved prior to initiating any modification to exterior or grounds. NO work shall begin until written approval is received by Owners. (Refer to EXHIBIT "A" -Architectural / Landscape Improvement Application)
- 2.3 The Board of Directors must review all applications for change to an exterior of a condominium or surrounding grounds. The Board of Directors realizes that from time to time applications for improvements will be made that may not fall within the established guidelines. The Board of Directors will remain flexible in its actions; however, all applications for improvements will be evaluated on:
 - 2.3.1 The proportionate arrangement of color, size, shape, etc. that is consistent in relation to the surrounding homes in the community.
 - 2.3.2 The potential for future maintenance problems or expenditures which the installation or change might cause the Association.

3. Clubhouse

- 3.1 Only Unit Owners can reserve the clubhouse for private use. Reservations for the use of the clubhouse are accepted on a first-come first-serve basis, not more than six (6) months in advance. Any conflicts will be resolved by the Board of Directors which retains ultimate control. The clubhouse is never available for overnight activities or lodging.
- 3.2 The maximum occupancy for each individual room has been determined by the Washington Township Fire Prevention Bureau, and is posted in the clubhouse.
- 3.3 A clear unobstructed aisle, of at least 36 inches wide, leading to the room exit must be maintained for each room.
- 3.4 Caterers, florists, and musician's activities, prior to or after the event, must be accompanied by the contracting Unit Owner or Adult Resident.

- 3.5 The Community Association Manager, Clubhouse Coordinator, and/or the Board Members will retain the right to be admitted to the clubhouse during any function to ensure proper protection of the facility.
- 3.6 To rent the Clubhouse a usage fee of \$75.00, and a refundable \$100.00 security deposit is required. The application and \$75.00 usage fee are to be submitted to the Community Association Manager at least two weeks in advance of the desired reservation date. A \$100.00 check made out to Estate at Willow Creek for the security fee will be given to the Clubhouse Coordinator when the Clubhouse key is obtained by Unit Owner. After use and return of the Clubhouse key, the security deposit will be refunded or applied in whole or in part to restore the clubhouse to its original condition after the inspection by the Clubhouse Coordinator at 10:30 a.m. on the day after use. The contracting Unit Owner or Adult Resident must be present at this time or will forfeit the right to protest any withholding of the deposit or additional assessment for damages not covered by the deposit.
- 3.6.1 Reservations for community functions/events will not require the usage fee and security deposit.
- 3.6.2 It is the responsibility of the Unit Owner or Adult Resident reserving the clubhouse to read and understand the Clubhouse Rules, Exhibit D.
- 3.7 The pool, tennis court and back patio cannot be used by guests attending a private party in the clubhouse.
- 3.8 A Unit Owner or Adult Resident reserving the clubhouse is responsible for their guests' behavior. This is a residential community and boisterous behavior inside or when departing the clubhouse will not be tolerated. Be a good neighbor.
- 3.9 Unit Owners or Adult Residents reserving the clubhouse and their guests must comply with all other applicable rules, laws, and ordinances of the Association and the general authorities. For example, consumption of alcohol by minors is not permitted. Please remember: friends do not allow friends to drive under the influence of alcohol.
- 3.10 The Estates at Willow Creek, its employees, and its agents shall not be responsible for any injuries incurred on the premises, nor for any loss or damage to any personal property.
- (Refer to Exhibits B, C, D, & E: B - Request for Use of the Clubhouse; C - Clubhouse Area Map; D – Clubhouse Rules; E - Clubhouse Cleaning Checklist.)

4. Pool

- 4.1 The pool is for the exclusive use of Unit Owners, Residents, and their guests only. If guests of Unit Owners, Residents, or dependent children (under 12 years of age) are to use the pool, the Unit Owner or Adult Resident must be present during the entirety such use. At no time is the number of Unit Owners, Residents, and guests from a Unit to exceed six (6). (Any non-resident will be considered a guest.)
- 4.2 POOL HOURS: 7:00 a.m. to 11:00 p.m. daily.
- 4.3 No lifeguard is on duty. Unit Owners, Residents and guests swim at their own risk.
- 4.4 Proper swimming attire is mandatory, no cutoffs or street clothes are allowed in pool.
- 4.5 Persons with diarrhea, contagious diseases or open wounds should not use the pool.

- 4.6 Music is limited to the use of personal headset or earbuds. No open speakers allowed.
- 4.7 All beverages must be in cans, paper or plastic containers (NO GLASS).
- 4.8 Foul language, horseplay or other behavior which serves to detract from a responsible and pleasant atmosphere is strictly forbidden. NO RUNNING OR DIVING.
- 4.9 No pets or animals of any kind are permitted in the pool area, except when permitted by law.
- 4.10 No smoking anywhere inside the swimming pool area or within 20 feet outside of the gate
- 4.11 It is the responsibility of all pool users to properly dispose of any and all trash generated by the them.
- 4.12 The Estates at Willow Creek, its employees and its agents shall not be responsible for any injuries incurred on the premises nor for any loss or damage to any personal property.

It is the responsibility of each Unit Owner and Resident to see that these rules are enforced in order to maintain a safe pool for the use and recreation of all concerned. The Board of Directors has the obligation and right to suspend pool privileges of any Unit Owner or Resident who fails to comply with the rules. Please report any infraction to the Property Manager. All Unit Owners and Residents have the responsibility to take immediate corrective action against anyone who has violated these rules.

5. Tennis Court

- 5.1 The tennis court is for the exclusive use of Unit Owners, Residents, and their guests. If guests of Unit Owners, Residents, or dependent children (under 12 years of age) are to use the tennis court, the Unit Owner or Adult Resident must be present during such use. At no time is the number of guests of the Unit Owner or Resident to exceed four. (Any non-resident will be considered a guest).
- 5.2 Pets are not allowed on the tennis courts.
- 5.3 Playing longer than one hour is permitted only if no one is waiting.
- 5.4 Hard-soled shoes are prohibited. Rubber/soft sole (Tennis) shoes must be worn by all players. The use of regulation tennis wear is encouraged.
- 5.5 The tennis court is for tennis or pickleball only. It is not to be used as a playground or for other sports. Swinging, hanging, or leaning on the net is forbidden.
- 5.6 Refuse, such as gum wrappings, ball cans, etc., are to be removed by individuals using the court.
- 5.7 The gate must be kept locked at all times.
- 5.8 The Estates at Willow Creek, its employees, and its agents shall not be responsible for any injuries incurred on the premises, nor for any loss or damage to any personal property.

6. Guidelines for Maintenance and Repair

- 6.1 Responsibility of the Association:
 - 6.1.1 Maintenance and repair of all Common Areas and Facilities which are not Limited Common Areas.
 - 6.1.2 Landscaping and maintenance of all lawns, yards, and grassy areas including, without limitation, the lawns, yards, and grassy areas designated as Limited Common Areas.
 - 6.1.3 Maintenance and repair of roadways, sidewalks, and signs.
 - 6.1.4 Trash collection. All trash, garbage, or other rubbish shall be deposited only in covered sanitary containers.
 - 6.1.5 Maintenance and repair of the sprinkler system and the water for same.
 - 6.1.6 Removal of snow (if over two (2) inches in depth) from roadways, driveways and sidewalks after cessation of snowfall.
 - 6.1.7 Property and general liability insurance, from the drywall out.
- 6.2 Responsibility of the Unit Owner.
 - 6.2.1 To maintain in good order, repair and replace (at their expense) all internal and external portions of their Unit and all fixtures and installations of such Unit.
 - 6.2.2 To maintain and repair all Limited Common Areas reserved for the exclusive use of their Unit including patios, decks, and driveways.
 - 6.2.3 To maintain the exterior of the Unit including the roof, siding, trim, gutters, chimney, doors, windows and fixtures (this includes painting, repair, and replacement as needed).
 - 6.2.4 The repair of all damage to any part of the Common Areas and Facilities caused by a resident, invitees, licensees, guests, family members, pets, or vehicles.

7. Landscaping.

- 7.1 Landscaping is an important element of both condo values and condo fees. The more valuable condos are those with good, healthy, well-kept landscape. Such a landscape also reflects well on all adjacent condos and the community as a whole. It is, therefore, important that this Association maintains the quality landscape that results in the increasing property values for each of the Association members.
- 7.2 The Association is responsible for:
 - 7.2.1 Lawns. The Association is responsible for maintenance of all the grass areas of Common and Limited Common Areas within the Association property.
 - 7.2.2 Irrigation. The developer installed an in-ground irrigation system within Association property to keep lawns properly irrigated. The Association operates and maintains this system.

- 7.2.3 Trees and shrubs. The association is responsible for pruning all trees and shrubs within the association property, including front, side and back yards. A resident may designate their entire home as “NO PRUNING.” The trees and shrubs will not be pruned unless their growth is designated by the Board as “Not in keeping with Association Landscape Objective”.
 - 7.2.4 Common Areas. The Association will remove and replace, if appropriate, any dead flowers, shrubs, and trees.
 - 7.2.5 Mulch. The Association is responsible for annual application of a common colored, effective mulch product in appropriate locations.
 - 7.2.6 Lighting. The Association shall be responsible for repairs and bulb replacements for the clubhouse and community entryway lighting. The Association shall be responsible for maintenance and bulb replacement of post lighting in front of each residence.
- 7.3 Each Association Owner is responsible for:
- 7.3.1 Flower Gardens and Shrubbery. Flower gardens and shrubbery are defined to be those areas within each resident’s Limited Common Area where flowers and shrubs are planted and maintained by the resident. Planting, fertilizing, and irrigating the flowers and shrubbery in these areas are the residents’ responsibility. The resident is also responsible for removal of all annual flowers following each growing season.
 - 7.3.2 Irrigation. Each resident is responsible for irrigating the landscape within their Limited Common Areas, particularly where the Association irrigation system does not provide sufficient watering.
 - 7.3.3 Flowers, Shrubs, and Trees. Each Association member is responsible for maintenance and watering of all flowers, shrubs, and trees within their limited common area. They are also responsible for removing and disposing of any vegetation from within this area. Additions or removal of trees and shrubs in Limited Common Areas requires an approved Architectural/Landscape Improvement Application prior to beginning any such work.
- 7.4 Residents must obtain an approved Architectural/Landscape Improvement Application before edging materials; including brick, stone, wood, plastic, rubber, or vinyl, are used on the Common or Limited Common Areas.

8. Laundry

Clotheslines are not permitted. No clothing, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the dwelling units and their Limited Common Areas.

9. Littering

Littering is not permitted. We all must help maintain the tidiness of our community.

10. Nuisances

No noxious or offensive activity shall be carried on in any Unit or in Common Areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other owners or occupants.

11. Parking and Parking Areas

- 11.1 Operative vehicles used by a resident as a primary source of transportation must be parked in the Unit Owner's or Lessee's garage or its respective Limited Common Area driveway. A Unit Owner or Lessee may park a maximum of four (4) vehicles; 2 in garage and 2 in drive.
- 11.2 No trailers, boats, campers, or mobile homes shall be parked on Association roadways, parking areas, or driveways for more than 72 consecutive hours.
- 11.3 At no time will inoperable vehicles be allowed on Association property.
- 11.4 Residents must not park their personal vehicles in designated guest spaces. When the clubhouse has been reserved for a private party, the clubhouse parking area is reserved for the exclusive use of the party guests.
- 11.5 For safety purposes, it is required that all bikes, wagons, etc., be removed from common areas by sunset.

12. Pets

- 12.1 All pets shall be kept under controlled so as not to create a nuisance (i.e., barking, smell, appearance, waste, etc.)
 - 12.1.1 PET OWNERS ARE REQUIRED TO IMMEDIATELY DISPOSE OF THE WASTE CREATED BY THEIR PETS. This is mandated by City ordinance and the rules of the Association.
 - 12.1.2 All pets MUST be on a hand-held leash when outside of the residence and must be under complete control of the person walking the pet.
 - 12.1.3 Pets should be walked using the streets and sidewalks or the outer peripheral paths on the Condominium Property. Use of the Limited Common Areas immediately adjacent to housing units must be avoided.
- 12.2 Pets MAY NOT be staked or tied on, to or in, any Common Areas. Chains or stakes will be removed by the Property Manager.
- 12.3 Pets are NOT allowed in the pool, clubhouse, or tennis courts for any reason.
- 12.4 Property damage caused by pets (such as digging shrubs or urine spots which kill grass, etc.) will not be tolerated. Pet owners will be held responsible for the cost of any replacement or repair and the pet can be permanently removed from the Condominium Property upon seven (7) days' notice from the Association's Board of Directors.
 - 12.4.1 Any pet causing repeated property damage or creating a nuisance or unreasonable disturbance shall be permanently removed from Condominium Property upon seven (7) days written notice from the Association's Board of Directors.
- 12.5 Only one pet may be kept in a Unit.
- 12.6 No animals of any kind shall be bred in any Unit or in the Common Areas and Facilities.

12.7 No exotic animals shall be kept in any Unit (including but not limited to snakes, lizards, monkeys, etc.).

12.8 Dog houses or other structures used, or intended for, the housing or keeping of animals MAY NOT be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities.

12.9 All complaints relative to pets shall be in writing and shall be mailed or emailed to the .

12.10 All pet owners are to have their pets included on their personal liability insurance policy.

12.11 Invisible underground fences are not permitted.

13. Seasonal Decorations

Exterior seasonal decorations shall be displayed no more than thirty (30) days prior and thirty (30) days after the holiday has ended.

14. Speed Limit

14.1 THE POSTED SPEED LIMIT WITHIN OUR COMMUNITY IS 15 MPH.

14.2 Unit Owners and Residents are subject to warnings and fines if they or their guests exceed the speed limit.

14.3 The Unit Owner or Resident may appeal the warnings and fines to the Board of Directors.

15. Miscellaneous Restrictions

15.1 The storage of any junk in the yard or on decks is not permitted.

15.2 No permanent or temporary structures may be placed or built without prior written approval from the Board of Directors.

15.3 Unit Owners and Residents are not allowed to hold individual garage sales.

15.4 No political signs

16. Penalties for Violation of Rules and Regulation

16.1. Penalties for violation of Rules and Regulations, including amendments approved by the Board of Directors, are outlined below. The listed remedies (penalties) will be utilized as necessary to oblige residents to comply with the Rules and Regulations.

16.2. The Board of Directors will use the following sequence of letters, and/or actions against the Unit (and its occupants) found violating the Rules. A Unit (and its occupants) is also held responsible for rule violations committed by their guests and fines assessed for those violations will be levied against the Unit.

- 16.3. 1st violation: A warning letter will be sent to Unit owner.
2nd violation: A letter imposing a \$25.00 fine will be sent to Unit owner. The owner will have 30 days to pay the fine.
3rd violation: A letter imposing a \$50.00 fine will be sent to Unit owner. The owner will have 30 days to pay the fine.
4th and subsequent violations: A letter imposing a \$100.00 fine will be sent to Unit owner. The owner will have 30 days to pay the fine.
- 16.4. If violators do not pay fines, the Board of Directors, under the provisions of the DECLARATION, does have the option to file a lien against the Unit, and to use foreclosure or other legal action to enforce payment of the above penalties plus any late charges and legal costs which might be accrued in conjunction with the actions.
- 16.5. In the event these guidelines are unclear, the DECLARATION, By-Laws, and /or applicable city and county ordinances shall be controlled.

17. Late Fees

171. All Association assessments are due the first day of the month. Assessments must be received by or postmarked no later than the tenth (10th) of the month to avoid a late fee.

The Declaration of Condominium Ownership, page 26, paragraph 5.6, and the By-Laws, page 12, paragraph 5.8, provide the imposition of a “late fee” for failure to pay monthly assessments, fines, and/or special assessments when due. Collection actions required to gain payment of late fees and penalties shall be accomplished by an organization appointed by the Board. Appropriate late fees and collection expenses shall be cumulatively added to any and all late association fees.

18. Disputed Assessments and Fines

- 18.1. Prior to imposing a charge for damages or an enforcement, the Board of Directors shall give the Unit Owner a written notice that includes all of the following:
- 18.1.1. A description of the property damage or violation
 - 18.1.2. The amount of the proposed charge or assessment
 - 18.1.3. A statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment.
 - 18.1.4. A statement setting forth the procedures to request a hearing.
 - 18.1.5. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charges or assessment.
- 18.2. To request a hearing, the owner shall deliver a written request to the Board of Directors not later than ten (10) days after receiving the notice. If the owner fails to make a timely request for a hearing, the right to that hearing is waived and the Board of Directors may immediately impose a charge for damages or an enforcement assessment.
- 18.3. Dispute as to Common Expenses. If a Unit Owner believes that an amount has been improperly charged as an assessment lien against their Unit, he may bring an action under Section 5311.18(C) of the Ohio Revised Code in the Common Pleas Court of Montgomery County, Ohio seeking a discharge of that lien.

SECTION III
ENFORCEMENT

(The following are excerpts from the Declaration of the Estates at Willow Creek)

ARTICLE IV

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

4.15 Compliance with Covenants, Conditions and Restrictions

Every Unit Owner and other party described in the first paragraph of this Article IV shall comply with the covenants, conditions and restrictions set forth in this Declaration, with the By-Laws and with the Rules and Regulations in relation to the use and operation of the Condominium Property.

A violation committed by any person residing in, occupying or visiting a Unit at the behest of or with the implied or express permission of the Unit Owner or any other occupant of or contractor of the Unit Owner or of any person occupying a Unit, shall be attributed to that Unit and the owner thereof.

Failure to comply with any of such covenants, conditions and/or restrictions shall be grounds for withdrawal by the Board of Directors of privileges with respect to the use of any Recreational Facilities by any defaulting Unit Owner and by his tenants, invitees, guests and all members of his family and/or his tenants' family.

An action seeking a declaratory judgment, the recovery of sums due for damage, or injunctive relief, or any of them may be maintained by any interested party against the Declarant or any of its agents, any Unit Owner, or any person who has a right to occupy a Unit who has caused or may cause damage by his failure to comply or his threat not to comply with any provisions of this Declaration, the By-Laws, the Rules and Regulations, any management contract or any other document establishing ownership or control over any part of the Condominium Property.

One or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of any of the instruments described above may, if necessary to carry out their purposes, be enforced against all of or any part of the Condominium Property or against any party previously or currently owning any interest in the Condominium Property.

Any fines imposed by the Board of Directors, which is hereby empowered to levy reasonable fines against any Unit Owner for the failure of such Unit Owner to comply with any such covenants, conditions and/or restrictions, and any and all expenses incurred by the Association in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorney's fees to the extent permitted by Ohio law, may be levied as a special assessment against the owner in question and his Unit.

Any action brought by the Association hereunder may be brought in its own name, in the name of its Board of Directors or in the name of its managing agent. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Board of Directors to give sufficient surety or sureties for his future compliance with the covenants, conditions and restrictions contained in this Declaration and with the ByLaws and Rules and Regulations.

ARTICLE XIII

REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

13.1 Abatement, Enjoinment, and Restrictions on Leasing

The violation of any restriction, rule, condition or regulation adopted by the Board of Directors of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws shall give the Board of Directors the right, in addition to the other rights stated in this Declaration, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure thing, or condition that exists thereon and contrary to the intent and meaning of the provisions of this Declaration and/or the By-Laws or Rules and Regulations of the Association, and the Board of Directors, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to prohibit any new leasing of Units by the party to whom the violation or breach is attributed until such violation or breach is cured.

13.2 Involuntary Sale

If any owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restriction or provisions of this Declaration, of the By Laws or of the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Directors, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Directors to cure such violation, then the Board of Directors shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of the defaulting to continue as an owner and to continue to occupy, use or control his Unit. Thereupon an action in equity may be filed in the Common Pleas Court of Montgomery County, Ohio, by the Board of Directors against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit owned by the defaulting owner, which consent shall not be unreasonably withheld, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, mater's or commissioner's fees, court reporter charges, reasonable attorneys fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any lines, may be paid to the owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold. Such a purchaser may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the property sold subject to this Declaration, and to the By-Laws and to all then existing Rules and Regulations.

SECTION IV
EXHIBITS

EXHIBIT "A"

ARCHITECTURAL AND LANDSCAPE IMPROVEMENT APPLICATION

The Estates at Willow Creek

This application form should be submitted for any construction or addition to the exterior of your building or limited common area grounds. If in doubt about your particular project, contact the Property Manager.

The object of requiring a Unit Owner to file an Improvement Application with the Board of Directors is to insure that planned improvements conform to the Association's Declaration, enhance the community, maintain the architectural harmony of the community and in no way inconvenience other Unit Owners and Residents.

NAME: _____ PHONE: _____

ADDRESS: _____

DATE: _____

TYPE AND NATURE OF IMPROVEMENT: _____

COLOR: _____ LOCATION: _____

DIMENSIONS: _____ APPROX. COST: _____

An engineered drawing of all improvements should be submitted and attached to the application to show exact location and dimensions. Lack of details could delay approval or generate disapproval. Approved projects must be completed within 90 days unless otherwise authorized by the Board of Directors.

I understand the rules concerning the proposed improvement. I will contract with a bonded and insured company to complete the described improvement or assume all liability for completion. I agree to abide by the rules established by the Board of Directors and will be solely liable for any upkeep required by the addition of this improvement.

DATE: _____ SIGNATURE OF UNIT OWNER: _____

FOR BOARD USE ONLY

DATE APPLICATION RECD: _____ REC'D BY: _____

DATE APPROVED: _____ DATE DISAPPROVED: _____

APPROVED/DISAPPROVED BY: _____

Submit this form and attachments to Towne Properties, 6540 Centerville Business Parkway, Centerville, Ohio 45459

Completed application distribution: Management Company and Applicant

EXHIBIT "B"

Request for Rental of Clubhouse

The Estates at Willow Creek

Reservations cannot be made beyond six months.

Requested by

Contact phone # _____ Address _____

Date Desired _____ Time - From _____ To _____

Number of Guests _____ Note - Fire code restriction is 128

Only homeowners current on their monthly assessments are eligible to rent the clubhouse. The homeowner must be present during the reserved period.

The non-refundable usage fee of \$75.00 must accompany this request. Once approved, please contact the Clubhouse Coordinator to arrange pick up of the key. At this time the \$100.00 security deposit (payable to EWC) should be given to the coordinator. The check will be returned after the clubhouse inspection and the return of the key.

Return this clubhouse request and the rental fee (\$75.00) to:
Towne Properties, 6540 Centerville Business Parkway, Centerville, Oh 45459 Attention:
EWC clubhouse rental

By signing below, the homeowner acknowledges they understand, have received and agree to obey the rental rules. The homeowner also acknowledges violation of these rules may result in the association taking corrective action including:

- a) Not returning some/all of the security deposit (sole decision of the clubhouse coordinator)
- b) Immediate termination of the event (sole decision of the clubhouse coordinator)
- c) Suspending clubhouse rental privileges (by decision of the Board of Directors)
- d) Assessments/liens against my property (including attorney fees, court and/or collection costs) for any damages incurred (by decision of the Board of Directors)

Home Signature _____ Date _____

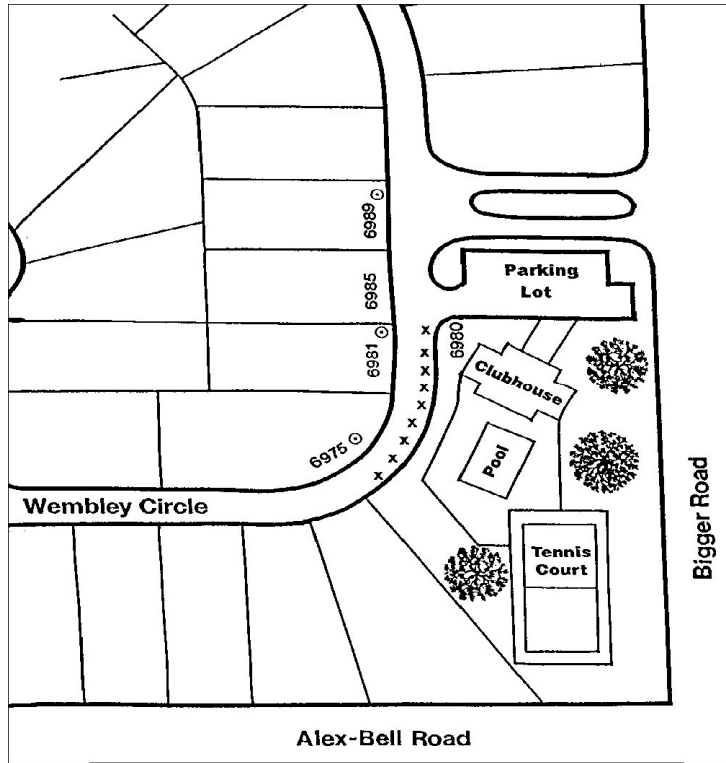
Towne Properties Office use only:

Rent _____ Date paid _____ Check number _____

Questions may be addressed to Clubhouse Coordinator

EXHIBIT "C"

CLUBHOUSE PARKING MAP
The Estates at Willow Creek



Legend:

X = Permitted Additional Parking

⊘ = Placement of 'No Parking' signs (on grass, not in the street)

EXHIBIT "D"

EWC Clubhouse Rules

The Estates at Willow Creek, its residents and guests and/or agents shall not be responsible for any injuries on the premises, nor for any loss or damage to personal property.

Reservation Guidelines:

- A reservation is from 9:00 am day of the event, until 9:00 am the following morning.
- Use of the clubhouse beyond the 24-hour reservation will result in an additional \$75.00 fee*
*(exceptions can be made for special events)
- The clubhouse is not to be used for overnight activities or lodging.
- The clubhouse reservation does NOT include the pool, tennis court or back patio. The reservation includes only the front porch, clubhouse and parking area. Deposit will be forfeited if guests use other areas.
- Reservations are on a first come, first served basis
- The homeowner is responsible for the key. A charge for the change of locks and new keys will be assessed to any homeowner who loses the key.
- Homeowners are responsible for guests' behavior and all must comply with all applicable rules, laws and ordinances of the Association and the general authorities. Consumption of alcohol by minors is prohibited. Boisterous behavior during or when departing the event will not be tolerated.
- The management company, Board of Directors and clubhouse coordinator retain the right to be admitted to the clubhouse during any function to ensure proper protection of the facility.
- The Board of Directors of EWC retain ultimate control and will resolve any issues.

Rules:

- No pets allowed in the clubhouse with the exception of service animals.
- No smoking in the clubhouse
- Do not raise the blinds or open the windows
- The clubhouse TV should not be moved.
- No decorations of any type may be attached to any surface with pins, tape or command strips within the clubhouse. Any violation of this directive will result in forfeiture of the deposit and additional assessments for any repairs necessary. Three free standing easels available for decorations
- All decorations must be removed from the clubhouse.
- The homeowner is responsible for cleaning the clubhouse.
- The homeowner is responsible for emptying all trash cans and replaced with new bags.
- Homeowner must take trash with them
- No permanent changes may be made to the clubhouse or property.
- If alcohol is served, the homeowner is responsible for compliance with all applicable laws of the State of Ohio, including ID verification. The sale of alcohol within the clubhouse (eg — cash bar) is prohibited without verification of liquor license and must be approved by the Board of Directors. Note: the signed rental agreement does not constitute written approval for the sale of alcohol

Safety:

- Maximum number of occupants per clubhouse room is restricted in accordance with Rule. 1301:7-7-21, Article 27 of the Ohio Fire code and is posted in each room. Great room - 24, kitchen area - 50 and the back - 54
- A clear unobstructed aisle, 36" wide leading to each room exit must be maintained.

Parking:

- If the parking lot is full, guests may park on the outside curb of Wembley only. Do not block driveways. The no parking signs should be placed where indicated on the parking map.

EXHIBIT "E"

Checklist

Leave this checklist on the kitchen counter when you leave.

If you have questions contact Clubhouse Coordinator.

Do not turn off the lamps located on the tables in the great room.

- _____ Thermostats: Winter - set to 60 heat/auto. Summer - set to 80 cool/auto
- _____ All carpeted floors vacuumed. Damaged carpet will be replaced from the deposit
- _____ Wood floors swept, spills cleaned up
- _____ All tables wiped off
- _____ All furniture cleaned, placed back in original position
- _____ TV, Cable and Fireplace Remotes are present
- _____ All doors locked including hall door to restrooms
- _____ Parking signs returned to the storage room
- _____ All decorations removed from the building
- _____ All counter top areas cleaned
- _____ All items removed from refrigerator/freezer, which is also wiped clean
- _____ Stove and oven **turned Off** and cleaned if used.
- _____ All trash bagged (including bathrooms) to take with you (replacement bags in lower drawer, right side of sink). Up to a \$50.00 fine if trash is left at the clubhouse.
- _____ Floors mopped if needed (mop in storage room)
- _____ Clean any soiled bathroom areas
- _____ Parking area and front porch litter free

Fees for non-compliance with the rules will be the responsibility of the homeowner. These fees may be above and beyond the original security deposit.

Homeowner signature

The Estate at Willow Creek association appreciates and thanks you for your cooperation in keeping the clubhouse a wonderful place to hold gatherings.

EXHIBIT “F”

Emergency Phone Numbers

The Estates at Willow Creek

For Police, Fire, or Life Squad <u>Emergencies only!</u>	Call 911
Centerville Police (<u>non-emergency</u>)	937-433-7661
Centerville Fire Dept. (<u>non-emergency</u>)	937-433-7644
Estates at Willow Creek Homeowners Association Management Company	
Towne Properties	937- 222-2550

For maintenance emergencies during business hours, call Towne Properties ..937- 222-2550

Note: For the maintenance or repair of items which are the responsibility of the resident, (listed on page 10, section 6.2 of these rules) Towne Properties has a suggested list of service and repair firms which have been reported as providing satisfactory service in the past.

Maintenance emergencies during non-business hours:

For maintenance emergency occurring after normal business hours do the following:

- Call Towne Properties at 937-222-2550.
- A recording will provide you the Paging System’s active maintenance emergency number.
- Call the emergency number.
- Be prepared to give your name, address, phone number, and the nature of the emergency.
- When you hang up the system will automatically page the person on call, who will then call you. (As a back-up, if the person on call does not respond to the page within a short period of time, the system begins paging other employees until one respond to the page.)

Note: There have been occasions when a caller has not spoken clearly enough or has not given enough information for the person on duty to be able to contact the caller. If you are not contacted in fifteen (15) minutes, please call back.