



RULES and REGULATIONS

Revised by Board of Trustees: April 12, 2023

INTRODUCTION

Welcome to The Meadows at Pheasant Run, a privately owned condominium community within the city of Ashland. For reasons of safety, security, insurance, and the comfort of all owners and tenants of The Meadows at Pheasant Run, the following guidelines have been established.

I. GENERAL REGULATIONS

1. No noxious, illegal, or offensive activity shall be carried on in any part of the property.
2. Nothing shall be done which may be or become an annoyance or hazard to the other homeowners or occupants.
3. Nothing shall be done to create a deviation from the conforming standards of the community.
4. Units are meant to be occupied by the owners. Under certain circumstances and following certain guidelines, a unit may be leased. For a complete outline of this policy, see Article III, Section 2G of the Meadows at Pheasant Run By-Laws. **No subleasing is allowed.**

II. MAINTENANCE/REPAIR/ALTERATION RESPONSIBILITY

(ref: Declarations Art IX sec 2)

1. The homeowner is responsible to maintain, repair and/or replace - at his or her expense - all portions of the property that have been damaged, altered, or destroyed by either their own actions or neglect or that of their guests and/or agents.
2. The homeowner is not permitted to enclose, paint or change the appearance of any portion of the grounds or buildings not within the walls of the housing unit without prior written consent of the Board.
3. The homeowner is not permitted to decorate, landscape, alter, or adorn any common areas or facilities without the prior written consent of the Board. These changes must not be in any manner contrary to the Declarations and the Rules and Regulations established by the Board.
4. No exterior item replacements or alterations may be made without the prior written consent of the Board and must conform to the exterior appearance of the other units in the development.
5. Anyone wishing to make architectural or grounds changes must submit specific written plans for approval to the Board 30 days in advance of the next designated Board meeting for consideration and approval. Detailed information such as color, size, type of change, location, and materials or shrubbery plants should be submitted for Board determination and approval BEFORE any installation or work is performed. This does not pertain to annual or perennial flower plantings.
6. Any exterior adjustments to the grounds and/or buildings must have prior written consent from the Board. Changes must conform to current building codes for the city of Ashland and the state of Ohio. Any unapproved changes will be returned to standards of conformance and will be done so at the owner's expense.

III. SATELLITE DISHES

(ref: FCC 1996 Telecom Act Section 207; <http://ohiohoalaw.com/Articles>, then Satellite Dishes)

1. Satellite dish installations will not be allowed on the roof or attached to the siding or any other part of the building exterior of the units.

2. It is required that you check with the property manager or the board of trustees before having your dish installed to be sure that the location doesn't interfere with the work crews we have here on a regular basis. Usually placement in a mulched flowerbed works best. If you move, be sure you remove the dish. If you need help, the Meadows Property Management team can assist.

IV. EXTERIOR UNIT RESTRICTIONS ON USE

(ref: Declarations Art III sec 2 d, h, o)

1. Nothing shall be done or kept in any housing unit or in the common areas and facilities which will increase the rate of insurance of the buildings or the contents thereof. This shall include but not be limited to any large quantities of flammable liquids, propane, explosive materials, etc.
2. House decorations shall be limited to mulch, porch and patio areas and must not interfere with mowing, trimming, edging, snow removal, or other maintenance. Any damage to exterior surfaces or excessive maintenance demands created by the owner shall be the owner's responsibility. The Board may remove, at the owner's expense, any decorations deemed offensive by majority vote of the Board.
3. Inappropriate plant coverings are not allowed. Owners and tenants should check with the property manager to find out what is an appropriate seasonal plant covering. This is to be determined under the advice of the association's landscaping company.
4. All yard art in excess of 5 items requires submission of the plan noted in II-5. Yard art items shall not exceed a nominal 30 inches in height, 15 inches in width, 15 inches in depth, or 15 inches in length.
5. Occupants may decorate the exterior of their unit 30 days before and 15 days after a holiday. Holiday decorating should not be hazardous to or damage the building, shrubs, or trees. Holiday decorations shall comply with yard art restrictions of quantity and size.
6. No items such as, but not limited to, awnings, canopies, antennas, satellite dishes, or air conditioning units shall be affixed to or placed upon the exterior walls or roof without the written consent of the Board. Window air conditioning units are not allowed.

7. No structures shall be erected in the common area.
8. No clothes, sheets, blankets or laundry of any kind shall be hung out or exposed.
9. For uniformity of display, the American flag may be flown on flag holders in accordance with the conformity standards of the Board. Weathered or damaged flags, poles, or brackets must be removed. Brackets must not be attached to the vinyl siding.
10. Long-term yard and/or window signage of any kind is not permitted. Special events signs and banners may not be displayed for more than a 48 hour period surrounding the accompanying event. In the case of realty or for-sale-by-owner signs, one professionally presented sign may be displayed in your window or in the mulch area parallel to the unit. Signs, including Real Estate signs, may not be placed near the street or in the green of the common lawn area.
11. Basketball hoops and other such items may NOT be erected or used if they jeopardize the exterior of the unit or surrounding trees or shrubs and may not be erected in any of the common areas.
12. Any barbecue grill in use should be kept a safe distance from the nearest exterior wall. Ten feet is recommended. If this distance is not feasible, keep the unit as far from the building as possible and away from any overhanging structures such as eaves and/or overhanging vegetation such as trees, bushes, branches etc. When you are finished, make sure the unit has cooled down before bringing it back inside.
13. No hot tubs will be allowed on either outdoor or indoor patios at the Meadows at Pheasant Run.

V. RUBBISH

1. Rubbish is to be contained within plastic trash bags kept in the unit garage until the next designated pick-up day.
2. Trash bags are not to be left on patios; unit owners are responsible for keeping the unit area free of litter.
3. In compliance with the city of Ashland's trash ordinance, trash for pickup should be put out no sooner than dusk the evening before pickup.
4. If trash containers are used, they should be marked with unit address (this

includes the lid if it's a separate piece) and returned to the unit garage as soon as possible after being emptied.

5. If, for any reason, trash is not picked up, the owner or tenant must return the trash to his or her garage until the next pick up day. Trash should not be left on the street.

VI. MOTOR VEHICLES

A. Common Parking Areas

(ref: Declarations Article XIV, Section 6; Article III Section 2, f)

1. Owners or tenants of 1 car and 2 car garage units are limited to 1 and 2 parking spaces, respectively, immediately outside the garages (i.e., on the garage aprons). Owners or tenants may utilize visitor or common parking areas for parking of vehicles such as cars and pick-up trucks, for a period of no more than 24 hours. Parking of boats, trailers, or RVs in common areas is not allowed.
2. Vehicles may not impede pedestrian access to pathways, buildings, or mailboxes.
3. Overnight parking is permitted in common parking areas and the owner's or tenant's garage apron. This privilege does not extend to campers, trailers, RVs, and motor homes.
4. The owner of any vehicle that damages property may be held liable for repairs.
5. Visitor or common parking areas shall include, but not be limited to, spaces that are not part of driveways in front of garage doors, those spaces provided at the ends of access lanes to unit driveways, various spaces along streets, and the pool/ clubhouse parking lots.
6. There shall be no parking on roadways or fire lanes at any time.
7. Parking in common areas for owners or tenants and their guests is limited to a maximum of 24 hours.

B. Car Repairs

1. No automotive work beyond general maintenance and detailing may be performed in common areas.

C. General Vehicle Regulations

1. Owner or tenant golf carts are allowed on streets only and must be parked or stored in owner or tenant garages.
2. The Meadows speed limit is 20 miles per hour.

VII. BICYCLES/SKATEBOARDS/ROLLERBLADES/ROLLER SKATES

1. No skateboards, rollerblades, or roller skates are allowed on Meadows property..
2. Bicycles shall not be operated on grassed areas, pedestrian paths, or sidewalks.
3. Bicycles shall not be parked blocking doorways to the pool, clubhouse or access pathways, or sidewalks.

VIII. PETS

(ref: Declarations Art. III, sec. 1, sec. 2, 1. Animals)

1. Pets may not be left unattended or tied outside the units.
2. All Pets must be walked on a leash in compliance with the city of Ashland's Leash Law Ordinance
3. Droppings must be removed immediately by the person walking the pet.
4. No farm or exotic animals are allowed in any unit or on association property.
5. Household pets may not be kept for commercial purposes.
6. Any pet deemed to be a threat to community safety must be removed immediately.
7. For the safety and protection of the owners, tenants and pets in the community, we ask that your pet(s) have current vaccinations.
8. Pet owners are responsible for repairing damage to turf, plantings, or buildings caused by their animals.

IX. CLUBHOUSE RULES

- 1.Kitchen equipment and appliances are to be used only by the owner(s) or tenant(s) who have reserved the clubhouse.
- 2.The clubhouse is open from 9:00 a.m. to 11:00 p.m. daily unless otherwise reserved or posted.
- 3.No smoking is permitted in the clubhouse. **(THIS IS AN OHIO STATE LAW)**
- 4.No pets are permitted in the clubhouse.
- 5.Owners and tenants may rent the Clubhouse for events. Specifics related to Clubhouse Rental are presented in the Clubhouse Reservation Agreement. Information on this is available from the Property manager.
- 6.The Board reserves the right to revoke the privileges and use of any facilities, and to levy assessments for repeated rule violations

X. OUTSIDE OR LAWN GAMES

- 1.Equipment for the exterior or lawn games may be obtained in the clubhouse or the pool shed from 9:00 a.m. to 9:00 p.m. daily during the summer. Owners and tenants are on their honor to return all equipment by 9:00 p.m. on the day of use.
- 2.Damaged or lost equipment is the responsibility of the owner or tenant accessing the items. Please report any damage as soon as possible.
- 3.The Board reserves the right to revoke the privileges and use of any of these facilities and to levy assessments for repeated violations.

XI. POOL RULES

- 1.Pool users should have a pool tags in their possession at all times. Pool tags will be used from season to season. There will be a \$5.00 charge for any lost pool tag.
- 2.Owners or tenants must accompany guests and will be permitted to bring no more than 5 guests per unit for security and insurance purposes.
- 3.No pets are allowed in the pool area at any time.
- 4.No consumption of food or beverages is allowed in the pool itself.
- 5.Glass containers and gum are prohibited in the fenced pool area.

6. Use of flotation devices may be limited according to pool conditions.
7. Owners, tenants and their guests must remove loose jewelry (i.e., necklaces bracelets, etc.) prior to entering the pool.
8. Owners, tenants and their guests in wet or uncovered bathing suits may not enter the clubhouse.
9. Pool hours for owners and tenants are 9:00 a.m. to 11:00 p.m. daily. The pool may be rented for parties at a rate of \$15.00 per hour. Rental is non-exclusive and allows you to bring more than 5 guests into the pool. Fee must be paid prior to use.
10. The pool will be open 7 days a week from Memorial Day through Labor Day, weather permitting. Consideration for additional openings in May and September will be made by the Board pending weather conditions and service schedules.
11. Do not enter or exit the pool area through the clubhouse.
12. All pool toys, floats, etc. are to be returned to the owner's or tenant's unit after use. No items are to be left unattended in the pool area nor should they be placed in the clubhouse or utilities room.
13. No items less than 4" square or 4" in diameter are to be used in the pool.
14. Only authorized personnel are allowed in the utilities/maintenance room.
15. No plug-in electrical devices are to be used inside the fenced pool area. Battery powered devices are acceptable.
16. Owners and tenants are responsible for the actions of their guests.
17. There shall be no smoking in the fenced pool area. THIS IS A STATE LAW.
18. The last person to leave the pool area at any time is required to lower all umbrellas.
19. The costs of cleaning of areas in and around the pool caused by negligence of any person shall be charged to the unit with which they are associated.

IMPORTANT: The Board reserves the right to revoke the privileges and use of any facilities and to levy assessments for rule violations.

XII. POLICY FOR LATE MAINTENANCE FEE PAYMENTS

(ref: Declarations XV, Section 5)

1. Maintenance fees are due on the first day of every month. Payments received after the 10th day of the month will be assessed an additional \$25.00 late fee.
2. After Maintenance Fee payment is 30 days late, an additional \$50.00 charge will be assessed. The Board will give written notice, in person or by registered mail, that a lien will be filed in 10 days if payment is not received. For each subsequent 30 day period, an additional \$50.00 charge will be assessed.
3. After Maintenance Fee payment is 41 days late, a lien will be filed with the Ashland Court.
4. After Maintenance Fee payment is 75 days late, foreclosure proceedings may be initiated by the Board. Once such proceedings have been started, the owner becomes liable for any accompanying fees (filing, court costs, attorney, etc.).
5. No amounts will be waived once a lien has been filed. The dates for filing a lien and foreclosure may be moved up (to not less than 10 days late) in case of repeated lateness or if the Board determines that its position would be jeopardized otherwise.

XIII. PROCEDURES FOR ENFORCEMENT OF RULES AND REGULATIONS

1. A written notice will be served upon or sent by registered mail to the alleged violator and/or owner or tenant specifying the nature of the violation and requesting cessation to the offending activity.
2. A second or continuing violation will result in a summons to appear before the Board at which time the complainant shall be identified.
3. Subsequent offenses may result in monthly assessments of \$50.00/ month payable within 30 days.
4. The policy for the late payment of assessments due to infractions of the Rules and Regulations shall be the same as that policy for the late payment of maintenance fees.

XIV. GENERATORS

A. Home Standby Generators

A Home Standby generator installed by licensed and bonded professionals (electricians and contractors) is the preferred method for installing a generator. The Meadows Board can make recommendations as to preferred vendors and models. A resident must get permission from the Board by making a written request, then providing specifications as to the generator and installer.

B. Portable Generators

Portable generators are not recommended. The resident must get permission of the Board by making a written request, then providing specifications as to the generator and the installers. They must be licensed and bonded professionals (electricians and contractors). Propane is highly preferable to gasoline.

You cannot store anything on, build upon, or obstruct any of the common elements. Per the Meadows Declarations and By-Laws, noise and light nuisances of any kind are prohibited, as is burning fuel or using noxious or offensive materials. ***Unit owners who own and store a portable gas generator inside their garage or premises will be in violation of the Meadows prohibition against storing gasoline inside their dwelling. Propane tanks are allowed in garages.***

Residents should be familiar with the documents entitled “**Meadows at Pheasant Run Statement**” and “**Guidelines for Generators Use**” and the opinion document from Kaman and Cusimano, Attorneys at Law. These documents are both available from the Meadows at Pheasant Run Website or by contacting the Meadows property manager. If you are installing a generator, you must also fill out and submit a “Release of Liability” form which can also be found on the Meadows at Pheasant Run Website or by contacting the Meadows property manager.