



2023

# *Apple Valley*

*Property Owners Association*

Updated March 2023



*Welcome!*

113 Hasbrouck Circle, Howard, OH 43028 • 740-397-3311  
[www.avpoa.com](http://www.avpoa.com)

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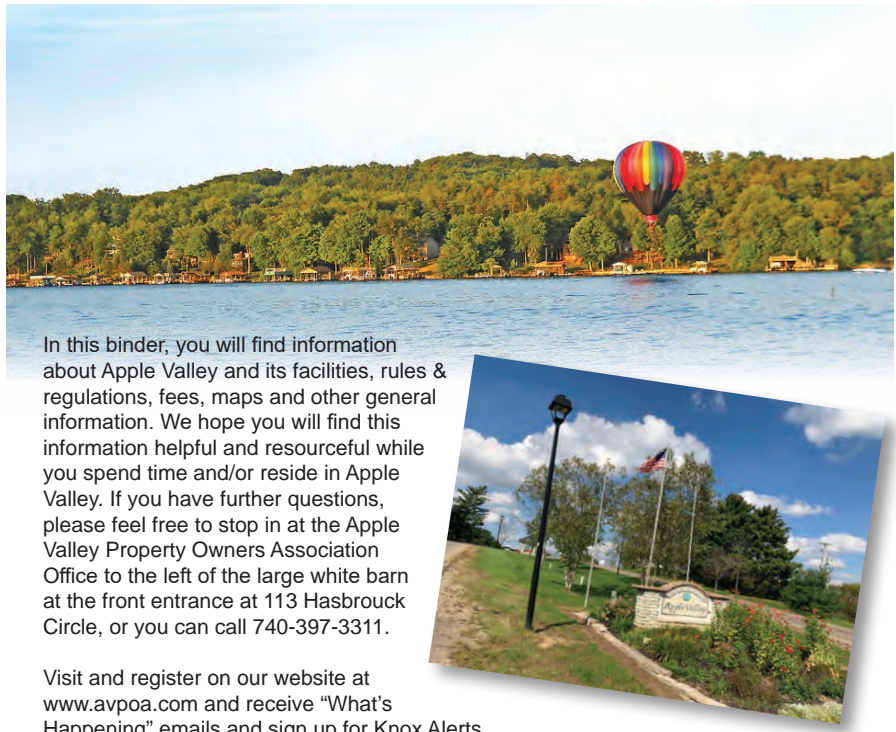
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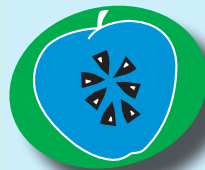
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In this binder, you will find information about Apple Valley and its facilities, rules & regulations, fees, maps and other general information. We hope you will find this information helpful and resourceful while you spend time and/or reside in Apple Valley. If you have further questions, please feel free to stop in at the Apple Valley Property Owners Association Office to the left of the large white barn at the front entrance at 113 Hasbrouck Circle, or you can call 740-397-3311.

Visit and register on our website at [www.avpoa.com](http://www.avpoa.com) and receive "What's Happening" emails and sign up for Knox Alerts. Property owners in good standing will have access to our communication publication, the [Cider Press](#). We hope you enjoy your time in Apple Valley!

## Explanation of Apple Valley Logo



The blue apple in Apple Valley's logo is more than just an apple. It represents the Apple Valley lake community from a bird's eye view. The center represents blue water of the lake. The green circle around the apple represents the scenic green shoreline. And the apple seeds in the middle represent a group of boats.

## Facility Information

### Administration Office

113 Hasbrouck Circle, Howard, OH 43028..... (740) 397-3311

**AFTER HOURS DROP BOX AVAILABLE** - Located to the right of the glass doors at the end of the ramp to accommodate those wishing to drop off paperwork, payments, or forms that do not require assistance from office personnel. As a reminder, you may conduct business such as purchasing boat decals, paying assessments, photo ID cards, and family passes at the Apple Valley and Marina.

### Apple Valley Marina

2925 Apple Valley Drive, Howard, OH 43028 ..... (740) 397-4508

### Campers Village

4068 Apple Valley Drive, Howard, OH 43028 ..... (740) 397-8047

### Club House, Outdoor Pool & Fitness Center

3725 Apple Valley Drive, Howard, OH 43028

### Floral Valley Community Center & Indoor Pool

850 Crestrose Drive, Howard, OH 43028 ..... (740) 397-1027

Area Services can be viewed at [www.avpoa.com](http://www.avpoa.com)



# 2023 Fees & Descriptions

## Annual Maintenance Assessment..... \$257.00

(Mandatory per lot owned)



A mandatory annual maintenance assessment fee is **due on April 1 every year**, per lot whether or not the owner plans to use any of Apple Valley's amenities. The administration office mails invoices for these fees around March 1 each year to the property owners' last known address. Each property owner is responsible for payment of this fee whether or not an invoice is received. Assessments are based on the Consumer Price Index and are subject to change each year. The assessment charge is the same for every lot whether or not it is developed. Please refer to the Restrictive Covenants, Article V for further explanation of the maintenance assessment fee. Once the fee is paid in full, you and your spouse may obtain photo ID cards for use of the facilities. **Cards are valid through the assessment year (April 1-March 31)** unless other penalties or fees are added. See Restrictive Covenants Article V, section 9 for Effect of Non-Payment of Assessments.

**ASSESSMENT YEAR**  
runs April 1 through March 31  
of the following year.

## Annual Major Repairs Assessment..... \$83.00

(Mandatory on the first lot owned as of April 1st each year)

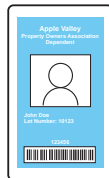
Following fees are in addition to the mandatory annual assessment fee for that specific lot.

## Co-owner Fee.....\$257.00



If a co-owner of a co-owned lot (*grandfathered in 1997, no new co-owners are recognized for privileges after 1997*) plans on using any of Apple Valley's amenities during an assessment year (April 1-March 31), they must pay the co-owner fee.

This user fee is not prorated. Once this fee is paid, the co-owner and his/her spouse may obtain a photo ID card, good for that assessment year (until March 31), which gives access to all of Apple Valley's facilities including the lake. Cards for dependents may be obtained at an additional cost. There is no due date or late fee, but a co-owner may not use amenities until they obtain a photo ID card. This fee is in addition to the primary owner's fee. If the co-ownership is purchased during the assessment year, the co-owner fee is owed by the new co-owner and does not carry over between co-owners.



## Dependent Photo ID Card .....\$10.00

(Not mandatory - only for federal dependents of property owners, necessary if dependent is at facility without property owner. To obtain photo ID card, parent must accompany child). **Dependents can bring a maximum of two (2) guests to common area and facilities.** This rule applies when the parent does not accompany the dependent and his/her guests to a facility.

**AVPOA recognizes a married couple by proof of a marriage license issued from any government entity.**

Property owners with different last names may be required to provide **a marriage license for proof of membership privileges.**

## Family Passes

### Family Pass Regulations

#### Who is Eligible?

For your family (other than your spouse or current Federal dependent children), property owners can bring their family to the facilities as guests without a family pass, but if a family member wants to use the facilities without the property owner, the property owner must obtain a family pass for them.

Persons eligible to receive a Family Pass are as follows: **parents; son, his spouse and children; daughter, her spouse and children; grandchild, his/her spouse and children; and grandparents.**

The family pass will cover the eligible member's family unit, which is defined in Bylaw 1.7 as an individual or married couple and any dependent children of each who currently qualify as IRS income tax exemptions or are legal wards of, and currently reside with such individual or married couple.

#### Where can I obtain a Pass?

You can obtain a family pass at the Administration Office, or the Marina. The property owner must sign a form to obtain passes for immediate family. The family members must then come in to obtain their photo ID card.

#### Additional Regulations:

- The Property Owner will assume full responsibility for the immediate family members.
- Revocation of family passes is possible.
- Immediate family members may have camping privileges for a daily fee. On holidays and holiday weekends, they must camp in the overflow.
- Family members who qualify for a family pass are not permitted to bring guests unless the pass is for 90 days or more.
- Renters are not eligible for Family Passes.
- Privileges are limited to use of facilities.

Family Pass forms are available at  
**Administration Office, & Marina.**

### Short Term

3 Day .....	\$30.00
7 Day .....	\$50.00
30 Day .....	\$90.00
60 Day .....	\$115.00

### Long Term

*90 Day.....	\$165.00
*365 Days.....	\$335.00

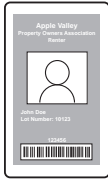
### Long Term Family Passes :

\* (Family can bring their own guests subject to the maximum number of each facility and cost. See Guests on next page).

\* Purchase Fitness Pass at the Annual Rate

# 2023 Fees & Descriptions

## Renter Fee .....\$400.00



Owner's assessments must be paid in full in order for renters to be eligible for privileges.

If a renter of a house (*lease of 6 months or longer*) in Apple Valley plans on using any of Apple Valley's amenities (including the lake) they must pay the renter

fee. This user fee is not prorated.

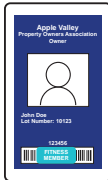
Once a copy of a 6+ month lease is presented and this fee is paid, the renter and his/her spouse can obtain photo ID cards, which are good for 1 year or the expiration date of the lease, whichever comes first. There are no late fees or due dates, but a renter may not use amenities until they obtain membership cards.

This fee is in addition to the primary owner's fee. Cards can only be obtained by one family unit renting a house (consisting of a renter, their spouse and their federal dependents). If the house exchanges tenants during the current lease, the renter fee is owed by the new renter and does not carry over between renters. Renters are not eligible for Family Passes.

## Fitness Center Annual Membership .....\$90.00

## Family (3+ members\*).....\$220.00

## Access Card.....\$15/ea.



Available at the Administration Office, & Marina

Members will need to obtain the access (proximity) card and complete a release of liability form. \*Must be 14 years or older to use equipment.

**Hours: 4:30 AM - 11 PM**

**Located on the bottom floor of the Club House.**

The Fitness Center is for use by Apple Valley property owners holding an access card and his/her guest(s) only. This facility is not staffed, and must be accessed by proximity card using the door in the rear of the Club House.

**See Facilities Section: Club House for complete details.**

## FITNESS MEMBERSHIP RENEWAL

**can be paid for at Admin. Office, or Marina.**

Assessments must be paid to obtain access.

## Guests

### How many guests can I take and what is the cost?

Property owners can bring their family to the facilities as guests without a family pass but must be with them at all times. **Number of guests below is in addition to the family unit.** See Pool and Beach Rules for more information.

Facility	Max. Number of Guest	Cost/Guest
Outdoor Pool	6	\$2.00 ea.
Indoor Pool	6	\$2.00 ea.
Fitness Guest	2	\$2.00 ea.
Beaches	10	No Charge
Rented Beach Shelters	50	See Below

## Facility Rental Fees

### Club House

*Open to property owners only.*

Full day of use .....	\$235.00
Security Deposit (refundable) .....	\$100.00
Day Prior to Event .....	\$80.00

### Additional Rental Offerings

Staff Set-Up (2 hour minimum) .....	\$65/hr.
Staff Tear-Down/Clean Up (2 hour minimum) .....	\$64/hr.
Additional Hrs After Midnight .....	\$50/hr.
20'x40' Tent .....	\$275.00

### Floral Valley Banquet Hall

*Open to property owners and public.*

Friday-Sunday (9 AM - 12 AM) .....	\$625.00*
Monday-Thursday (9 AM - 12 AM) .....	\$500.00*
Security Deposit** (refundable) .....	\$300.00
Day Prior to Event .....	\$165.00

Kitchen Rental .....	\$185.00
Kitchen Rental Deposit .....	\$50.00
PA System .....	\$55.00
12'x12' Screen & Projector .....	\$80.00

\*10% Discount for property owners in good standing at time of rental.

\*\*50% Discount on deposit for property owners in good standing at time of reservation.

### Floral Valley Meeting Room

Friday-Sunday (4 consecutive hours of use) .....	\$55.00
Monday-Thursday (4 consecutive hours of use) .....	\$50.00

### Floral Valley Pool Party Room

Friday-Sunday (2.5 hour party - Max 25 guests) .....	\$80.00
Monday-Thursday (2.5 hour party - Max 25 guests) .....	\$65.00

### Beach Shelters

*Open to property owners only. Reservations required in-season [Memorial Day (May) through Labor Day (September)]. Form and payment must be received by the Administration Office to reserve. Reservation allows a maximum of 50 non-property owners, and are limited to date and times specified and limited to the shelter only. Shelter must be cleaned up and left in the same condition as it was found. Setup and cleanup must be completed within the timeframe requested. Outside of shelter reservation time, non-property owner guests will be allowed according to our rules and regulations (10 guests per family unit maximum). There is no guarantee that a lifeguard will be on duty at beaches during reservation time. No refund will be issued for cancellations less than two weeks before the scheduled event date. No cost during off-season or holiday weekends and are on a first-come, first-serve basis.*

4 hours of use (in-season Saturday or Sunday) .....	\$50.00
<i>Free of charge on weekdays (Monday through Friday). No reservations allowed on holidays/holiday weekends.</i>	



# 2023 Fees & Descriptions

## Boat Decals

See Lake Rules for Further Details. Cost reflects per boat.

**Powered.....\$60.00**  
(Any type of motor with any HP)

**Non-Powered .....\$25.00**  
(No motor at all regardless of HP)

**Temporary/Guest Boat Pass**  
.....**\$60.00**

Only for property owners without a registered boat, 2 per year, good for 7 consecutive days, no personal watercrafts, such as jet skis, waverunners, etc.)

All Apple Valley property owners who own a boat that they plan to use on Apple Valley lake must have current Apple Valley boat decals (yearly renewal). The decals are good from April 1 through March 31 of the following year. This applies to all watercrafts, powered and/or non-powered. An Apple Valley boat decal may not be obtained without a current Ohio watercraft registration. The Apple Valley annual maintenance assessment must be paid in full for each lot you own before receiving Apple Valley boat decals. There is a fee for Apple Valley boat decals for powered boats (any boat with any type of motor) and non-powered boats. You can obtain Apple Valley boat decals at the Apple Valley Property Owners Association at 113 Hasbrouck Circle (to the left of the large white barn at the front entrance of Apple Valley) or the Apple Valley Marina

(on Apple Valley Drive at the north end of the lake). You must bring in a copy of your current Ohio watercraft registration and your payment, check or cash only. The boat must currently be titled in the name of the current property owner in good standing.

### MAX LENGTH

Powered watercraft.....21'6"  
Pontoon.....28'

### MAX HORSEPOWER

Maximum HP on all boats with outboard motors is limited to a single engine with the primary engine not to exceed **300 HP**

See **Lake Rules** on Sec 6-4

## Temporary Boat Pass

(Only for property owners without a registered boat, 2 per year, good for 7 consecutive days, no personal watercrafts, such as jet skis, waverunners, etc.)

If you do not have a boat registered with the AVPOA and you would like to use a friend's boat, you may come into the AVPOA office and buy a 7-day temporary boat pass.

## Rules for Issuance of Temporary Boat Pass

1. Temporary guest boat passes may be issued only to "host" property owners who have NO BOATS registered for use on Apple Valley Lake.
2. Temporary passes cannot be issued for personal watercraft (pwc) such as jet ski or ski doo.
3. The passes are valid for seven (7) consecutive days. No more than two (2) Temporary Boat Passes per year can be issued to any host property, regardless of number of lots owned.
4. To obtain a temporary boat pass, the host property owner must; request the temporary boat pass in person at the AVPOA office. He/she must present the boat owner's registration and sign the liability insurance form. The boat must conform to current AVPOA restrictions regarding size, etc. The host property owner must pay the appropriate fee for each pass issued
5. The temporary boat pass must be inscribed with the start and end dates of the pass. An AVPOA staff member will issue a pass and will inscribe the start and ending dates of the pass. The passes must be firmly affixed to the registered boat in the same manner as all other AVPOA registered boats. A property owner must be on board the boat while it is in operation on Apple Valley Lake. The host property owner will be held responsible for any infractions of AVPOA rules by the operator of any boat operating with a temporary pass.
6. These can be obtained at the AVPOA Office at the entrance of Apple Valley at 113 Hasbrouck Circle, Howard, OH, during open office hours or at the Apple Valley Marina, 2925 Apple Valley Drive, Howard, OH.

## Architectural Control Building

**New House .....\$1.10/sq ft.**  
of above grade living space. With or without garage.

+ **\$5,000 value compliance bond**

**Garage or House Additions \$1.10/sq ft.**

built after original house construction.  
Max out at \$1,500.00

+ **\$5,000 value compliance bond**

**Amenities .....\$110.00 permit fee**  
including, but not limited to, an addition, fence, boathouse (shed), gazebo, dock, deck, seawall, in-ground pool, retaining wall (taller than 2 ft.), pet enclosure, etc.

+ **\$100.00 deposit fee**

**Certificates of Approval for the following must also be obtained but have no fee:**

### • Repair & Replace

For minor repairs to the exterior of existing structures with no change in dimensions to original - Form 100 must be completed

### • Landscaping/Decorative

Fence (taller than 2') or Garden Enclosures

### • Tree Cutting.....\$10.00

Trees desired for cutting must be marked for approval. See Bylaw 17.4 for restrictions for cutting trees.

A **FORM 100** must be filled out and submitted for approval.

### CERTIFICATES OF APPROVAL

are required to do any work to the outside of your home.

**Please call the AVPOA office to inquire if a structure you desire to build is not listed.**

## Membership Deed Transfer Fee .....\$250.00

(Cost is per deed. More than one lot can be listed on the deed). There is a membership transfer fee for every deed. This fee must also be paid before obtaining photo ID cards.

Please note: Apple Valley only recognizes the first family unit on the deed for purposes of membership and use of common properties. See Bylaw 3.7

# 2023 Fees & Descriptions

## Campers Village Fees

All fees must be paid when you arrive. First-come, first-serve basis, money in hand. This means if you come in on Wednesday to get a site for Saturday, you start paying from Wednesday through to the last day you camp. This includes primitive sites.

**Campers Village opens in April (date will be published) and closes October 31.**

### Camping

#### Daily

30 amp ..... \$15.00/day +elec.  
50 amp ..... \$17.00/day +elec.  
(limited availability)

#### Monthly (date to date)

30 amp ..... \$250.00/mo. +elec.  
50 amp ..... \$280.00/mo. +elec.  
(limited availability)

Yearly ..... \$1,200/yr. +elec.  
(Acquired by waiting list)

### Primitive Sites

Daily ..... \$9.00/unit/day  
Monthly ..... \$125.00/unit/mo.  
Additional People ..... \$2.00 ea.  
(Per person over 6 per unit)

### Camper Storage Fees\*

Daily (Apr-Nov) ..... \$3.00/unit  
Winter (Nov-Apr) ..... \$190.00/unit  
Annual ..... \$300.00/unit

### Boat & Trailer Storage\*\*

Daily ..... \$5.00  
Monthly ..... \$40.00  
Seasonal ..... \$190.00

#### Note:

\*Only campers may use storage area for boats and boat trailers. All campers and decks, except ones on seasonal sites, must go in storage area, or be taken home at end of season (October 1 of each year).

\*\*Boats and boat trailers must also be taken at the end of the season (October 1 of each year).

## Member's Guests

### Camping

#### Daily

30 amp ..... \$17.00/day +elec.  
50 amp ..... \$19.00/day +elec.  
(limited availability)

#### Monthly (date to date)

30 amp ..... \$280.00/mo. +elec.  
50 amp ..... \$305.00/mo. +elec.  
(limited availability)

### Primitive Site

Daily ..... \$10.00/unit  
Monthly ..... \$135.00/unit

*Campers Village is a place for property owners, in good standing, and their guests to camp in RVs, campers or tents.*

### Registering Guests

*If you have family members or guests camping, the property owner must stop at the Campers Village office to show AVPOA ID and sign a form for their guests. The office is located as you enter the village.*

*Guests may accompany members to the facilities and pay a guest fee if it applies.*

### Annual Lawn Care

..... \$75/yr.

### Camper Relocation Fee

In or Out of Storage ..... \$65.00/man hr.  
Large equipment fee ..... \$35.00/man hr.

## Marina Fees

### Services

Docking ..... \$600.00 +boat decal  
(219 docks)

Tie Ups ..... \$500.00 +boat decal  
(63 tie ups)

Labor ..... \$90/hr.

Launch ..... \$25/ea. launch

#### Dry Dock Program

Contact Apple Valley Marina for more details. 740-397-4508

### Boat Rentals

Rentals to members in good standing only. 24-hour reservation notice required. Call 740-397-4508 for availability. Gasoline used will be additional to rates below. Damage and/or security deposit is required in cash or credit card plus a valid driver's license. Damage to rental boats and equipment (including propellers) is the customer's responsibility to pay for. Must have a boaters license if born after January 1, 1982. Must be 21 or over to rent a boat with a motor.

The Marina a limited number of pontoons to rent.  
Current Pricing and availability at our website [avpoa.com](http://avpoa.com)





# Apple Valley

Property Owners Association

## Declaration of Restrictive Covenants

By American Central Corporation - Hereinafter Called Developer

### Existing Property

The following Restrictive Covenants apply to these Knox County Subdivisions in Howard and Brown Townships:

#### 1. Every dwelling shall not have less than 800 sq. ft. of enclosed living space.

Orchard Hills  
Apple Valley  
Lakeview Heights  
Baldwin Heights  
Green Valley  
Valleywood Heights  
Highland Hills  
Floral Valley  
North Ridge Heights (Except those lots in Brown Township)

#### 2. Every dwelling shall not have less than 720 sq. ft. of enclosed ground floor space.

Grand Ridge Estates Plat 1  
Country Club Manor  
King Beach Terrace  
Hillside Manor

#### 3. Every dwelling shall have not less than 800 sq. ft. of enclosed gross ground floor space.

Grand Ridge Estates Plat 2  
Grand Ridge Estates Plat 3  
Harbor View  
Fairway Hills

#### 4. Every dwelling should not have less than 600 sq. ft. of enclosed ground floor living space and shall not be less than 12 ft. in width or depth, whichever is the smaller dimension of the subject dwelling. No mobile homes will be permitted on any residential lot in the Subdivision, whether as a residence or for any other use.

Grand Valley View

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### Witnesseth

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said

community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Ohio, as a non-profit corporation, Apple Valley Property Owners Association, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

# Governing Documents - Restrictive Covenants

## Article I - Definitions

**Section 1.** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Apple Valley Property Owners Association.

(b) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which the contract becomes in default by the purchaser and that the Developer or its assigns takes back for resale.

(e) "Owner" shall mean and refer to the equitable Owner whether one or more persons or entities holding any original lot situated upon the Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

## Article II - Property Subject to this Declaration: Additions thereto

### Section 1. Existing Property.

The real property which is, and shall be held, transferred, sold, conveyed, and

occupied, subject to this Declaration, is located in the Townships of Howard and Brown, Knox County, Ohio and is more particularly described as follows: (SEE Sec 2-1) all of which real property shall hereinafter be referred to as "Existing Property".

### Section 2. Additional Lands may become subject to this Declaration.

(a) The Developer, its successors and assigns, shall have the right to bring additional lands located in Knox County, Ohio, into the scheme of this Declaration. Such proposed additions, if made; shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. The additions authorized under this and the succeeding subsections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declarations may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the Covenants established by this Declaration within the existing property.

(b) Other Additions. Upon approval in writing of Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another

association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

## Article III - Membership and Voting Rights in the Association

### Section 1. Membership

(a) Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vend or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Persons not holding an interest in any Lot in said Properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

### Section 2. Voting Rights

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section 1(a) above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.



# Governing Documents - Restrictive Covenants

## Article IV - Property Rights in the Common Properties

### Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Article IV in Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot.

### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefore has been reduced to 80% thereof, but not later than fifteen (15) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon which conveyance and transfer said Association shall pay to Developer, for a period of ten (10) years after the date of such transfer, an annual payment equal to 20% of the gross assessments received by it under Article V, Section 3, during the fiscal year immediately preceding the date of transfer, and an amount similarly determined for each succeeding year on the annual anniversary of such date of payment thereafter until ten (10) such payments have been made. The acceptance of such transfer and the liability to make payment in consideration thereof as above specified is consented to by all members of the Association by the acceptance of a land contract or deed subsequent to the date of the recording hereof.

### Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The Developer and the Association, in accordance with its Articles and By-laws, may borrow money for the purpose of improving the Common Properties and in aid thereof may mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any

mortgage given by the Developer or Association as security for funds borrowed for said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such mortgage, the lender or mortgagee shall only have the rights afforded under the mortgage or security agreement and under the laws of the State of Ohio including the right after taking possession of The Properties to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to open the enjoyment of such properties to a wider public. If the Properties return to the Association, all rights of the members hereunder shall be restored; and

(b) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) the rights of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

## Article V- Covenant for Maintenance Assessments

### Section 1. Creation of the Lien and Personal Obligations of Assessments.

The Developer, being the owner of all The Properties, hereby covenants and each subsequent owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or conveyance, be deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the

property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$50.00 for each Original Lot; provided however, that when two or more Original Lots in the same plat or subdivision are owned by the same Owner, such annual assessment shall be \$50.00 for the first of such Original Lots and \$20.00 for each such additional Original Lot ("Additional Original Lot").

The annual assessment to be made on April 1, 1979 and on April 1 of each successive year (the date of each such annual assessment herein referred to as "Assessment Date") shall be adjusted in proportion to the increase or decrease in the Consumer Price Index for all Items, United States, all City Average as published by the Bureau of Labor Statistics, United States Department of Labor ("Index"). The annual assessment to be made on an Assessment Date for each Additional Original Lot purchased on or before April 1, 1978 shall equal (i) \$20.00 multiplied by (ii) a fraction, the numerator of which shall equal the average monthly index for the calendar year immediately preceding the Assessment Date, and the denominator of which shall equal the average monthly Index

# Governing Documents - Restrictive Covenants

for calendar year 1976 ("Fraction"). The annual assessment to be made on Assessment Date for each other Original Lot, including each Additional Original Lot purchased after April 1, 1978, shall equal (i) \$50.00 multiplied by (ii) the Fraction.

Beginning April 1st 2022 and ending April 1st 2028 there shall be an additional annual assessment charge to the first original lot in the amount of \$83.00 for the purpose of maintenance, repairs and replacements. Owners owning more than one original lot will not be charged the additional assessment on any of the additional lots.

From all such assessments, the Association shall pay for the cost of maintenance of parks, equipment, and general upkeep of the Apple Valley area, management, and operation thereof. (Amended July 24, 2022 )

From all such assessments, the Association shall pay for the cost of maintenance of parks, equipment, general upkeep of the Apple Valley area, management, and operation thereof.

## **Section 4. Special Assessments for Capital Improvements**

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives, or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

## **Section 5. Change in Basis and Maximum of Annual Assessments.**

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of

two thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

## **Section 6. Quorum for Any Action Authorized under Sections 4 and 5.**

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## **Section 7. Date of Commencement of Annual Assessments.**

Due Dates. The Annual assessments provided for herein shall commence on the first day of April, 1971. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

## **Section 8. Duties of the Board of Directors.**

The management, affairs and policies of the Association shall be vested in the

Board of Directors each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection to any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## **Section 9. Effect of Non-Payment of Assessments.**

The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however,

shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee not to exceed \$2.00 shall be added thereto and from that date interest at the rate of six percent (6%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee, and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment shall include interest on the total amount as above provided and reasonable attorney's fee



# Governing Documents - Restrictive Covenants

to be fixed by the court together with the costs of the action.

## Section 10. Subordination of the Lien to Mortgages.

The line of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

## Section 11. Exempt Property

The following property subject to this declaration shall be exempted from the assessments, charge and lien created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) all Common Properties as defined in Article 1, Section 1 hereof;
- (c) all properties exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption;
- (d) all properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## Article VI - Architectural Control Committee

### Section 1. Review by Committee.

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

## Article VII - Building and Use Limitations

### Section 1.

All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial, or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.

### Section 2.

No trailer or similar type structure, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction, be used as a residence.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary

condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing, or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood, asbestos shingles, siding, logs, brick, stone, or concrete.

Every dwelling house shall have not less than the enclosed gross ground floor living space, exclusive of porches, breezeways, carports, patios, pool areas, garages, and other accessory uses, as identified for Existing Property (SEE Sec 2-1).

### Section 3. Building Location.

No building shall be located on any property nearer than 25 feet to the front property line or nearer than 20 feet on any side street line. No building shall be located nearer than 10 percent of the width of the property on which such building is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, eaves, steps, and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of the building to encroach upon adjoining property.

### Section 4.

Easements are reserved along and within eight feet of the rear line and sidelines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasi-public utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines

# Governing Documents - Restrictive Covenants

in cases of fractional lots. The person owning more than one lot may build on any such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the five foot wide easement as long as such lines do not hinder the construction of buildings on the property.

Each residence shall be provided with and maintain only inside sanitary toilets with sewer hookup or septic tanks and drain fields or dry well installations meeting the requirements of the Ohio State Board of Health.

Any owner of real property in said plat of (SEE Sec 2-1) shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full

force and effect.

The foregoing Building and Use Limitations shall not apply to the Common Properties.

## Article VIII- Miscellaneous

### Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods, of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance any

action taken.

### Section 2. Notices.

Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

### Section 3. Enforcement.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### Section 4. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

AMERICAN CENTRAL CORPORATION  
- a Michigan Corporation

## References

***The Restrictive Covenants, as presented herein, are common among the Subdivisions. Specific Article Sections may vary depending on the dates when they were originally recorded, as well as when Supplementary and Amended Declarations were recorded. More extensive additions or changes may be called Supplements. As you will notice to the right, Restrictive Covenants are bound in Volumes, by page numbers.***

***In addition, Restrictive Covenants must be in compliance with Howard and Brown Township Zoning Ordinances.***

AVPOA Restrictive Covenant Postings, by subdivision, in Knox County Recorder's Office:

Orchard Hills.....	Vol. 298, pp. 57-66
Apple Valley.....	Vol. 298, pp. 252-261
Lakeview Heights .....	Vol. 298, pp. 262-271
Baldwin Heights.....	Vol. 299, pp. 619-628
Green Valley .....	Vol. 300, pp. 57-66
Valleywood Heights .....	Vol. 300, pp. 733-742
Highland Hills.....	Vol. 301, pp. 763-772
North Ridge Heights .....	Vol. 303, pp. 258-267
Country Club Manor .....	Vol. 303, pp. 425-434
King Beach Terrace .....	Vol. 305, pp. 68-77
Grand Ridge Estates Plat 1.....	Vol. 305, pp. 781-790
Floral Valley.....	Vol. 306, pp. 228-237
Grand Valley View .....	Vol. 311, pp. 678-687
Hillside Manor.....	Vol. 320, pp. 803-812
Harbor View.....	Vol. 341, pp. 317-326
Grand Ridge Estates Plat 2.....	Vol. 341, pp. 327-336
Grand Ridge Estates Plat 3.....	Vol. 341, pp. 337-346
Fairway Hills .....	Vol. 341, pp. 347-356



# Apple Valley

Property Owners Association

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## Bylaws

### Article 1 - Definitions

The following terms used in these Bylaws are defined as follows:

**1.1. "ACC"** means the Architectural Control Committee.

**1.2. "Association"** means the Apple Valley Property Owners Association, a non-profit corporation, composed of owners of properties at Apple Valley.

**1.3. "Board"** means the Board of Directors of the Association.

**1.4. "Boathouse"** means an unattached structure used for storage of boats and miscellaneous items.

**1.5. "Bylaws"** means the Bylaws of the Association.

**1.6. "Common Properties"** means and refers to the lake and those areas of land shown on any recorded subdivision plat (including any building(s) or other facilities and improvements thereon, and including any so designated properties subsequently acquired by the Association) and intended to be devoted to the common use and benefit of the owners of the properties.

**1.7. "Family Unit"** shall be defined as an individual or married couple\* who hold title to a lot, and any dependent children of each who currently qualify as IRS income tax exemptions or are legal wards of, and currently reside with, such title holder.

AVPOA recognizes a married couple by proof of a marriage license issued from any government entity. Property owners with different last names may be required to provide a marriage license for proof of membership privileges.



# Governing Documents - Bylaws

**1.8. "Immediate Family"** shall be defined as a person related to another person within the first degree by consanguinity (blood) or affinity (marriage) - spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, etc. - or household member, as it applies to Bylaws Article 9.10, Conflict of Interest.

**1.9. Gender References:** All references to the masculine gender shall be deemed to include the feminine gender.

**1.10. "Lot"** means any parcel within Apple Valley as shown by lot number or tract number on maps recorded in the Knox County Recorder's Office.

**1.11. "Member"** shall mean all those owners who are members of the Association as provided in Articles 3.2 and 3.3 of these Bylaws.

**1.12. "Member in good standing"** shall be defined as any member who is current on all assessments and fees owed to the association and has no outstanding violations.

**1.13. "Owner"** means any person who acquires title to any lot or purchases under installment sales agreements and/or land contract entitling use and occupancy of such lot. A married couple shall be considered only one owner.

**1.14. "Regulations"** means the rules and regulations adopted and published by the Board.

**1.15. "Restrictive Covenants"** means the Declaration of Restrictive Covenants imposed on Apple Valley, as recorded in the Knox County Recorder's Office, as amended from time to time, and applicable as restrictions upon title to all properties within Apple Valley.

**1.16. "All Purpose Vehicle (APV)"** means any self-propelled vehicle designed primarily for cross-country travel on land and water, or on more than one type of terrain, and steered by wheels or caterpillar treads, or any combination thereof, including vehicles that operate on a cushion of air, vehicles commonly known as all-terrain vehicles, all-season vehicles, mini-bikes, and trail bikes, but excluding any self-propelled vehicle not principally used for purposes of personal transportation, any vehicle principally used in playing golf, any motor vehicle or aircraft required to be registered under Chapter 4503. or 4561. of the Revised Code, and any vehicle excepted from definition as a motor vehicle by

division (B) of section 4501.01 of the Ohio Revised Code.

**1.17. "Improved parking"** shall be defined as an area (length x width), not less than the vehicle measure and covered by gravel, concrete, paver block or asphalt. These areas must be maintained in a manner consistent with Article 17.5.

## Article 2 - Association Purpose

The following terms used in these Bylaws

**2.1.** It adopts rules and regulations in the best interest of the Association and its members.

**2.2.** It owns, builds, administers, and maintains common properties.

**2.3.** It administers and enforces the covenants and restrictions contained in the Declaration of Restrictive Covenants and in these Bylaws.

**2.4.** It collects and disburses assessments and charges as permitted by the Declaration of Restrictive Covenants and these Bylaws.

**2.5.** It does all things necessary and incidental, as permitted by law and under the Articles of Incorporation, to promote the common benefit of property owners in Apple Valley.

## Article 3 - Membership, Use of Common Properties, and Suspension of Privileges

**3.1. Classes of Membership.** There shall be the following classes of membership: Voting Member, Member; Associate Member; Honorary Member; and Temporary Member.

**3.2. Voting Member** shall be the one member from each lot who is eligible to vote as defined in Article 5.6 of these Bylaws, and shall have the right to notice of any regular or special meeting of members.

**3.3. Members** shall include every person or entity who holds an interest as land contract purchaser or title holder in any lot or lots included within the "Properties" as defined in the Restrictive Covenants, provided that any such person or entity who holds such interest

merely as security for the performance of an obligation shall not be a member.

**3.4. Associate Member.** If not otherwise a member, each of the following shall be entitled to Associate Membership in the Association: members of the family unit of a Member or Honorary Member, and a lessee or tenant under a written lease of over six months duration. The privileges and duties of Associate Members shall be the same as those of Members, unless changed by resolution of the Board. Because Apple Valley is a single family residential community, the Association will recognize only one lease to a single family. Leases will not be recognized for Associate membership privileges if the subject lot does not contain a single family dwelling.

**3.5. Honorary Member.** If not otherwise a member, the following may be entitled to Honorary Membership in the Association pursuant to duly adopted resolution by the Board: persons whose services contribute directly to the Association, or who may be adversely affected or inconvenienced because of regulations and/or activities of the Association or its members.

The privileges and duties of Honorary Members shall be established from time to time by resolution by the Board, and need not be the same as those of Members.

**3.6. Temporary Member.** Invited guests are considered Temporary Members while accompanied by a Member or Associate Member in good standing. Lessees or tenants of properties or lots, with leases of two to six months duration, that are limited by the Restrictive Covenants to single family dwellings, shall be considered a Temporary Member. The privileges and duties of Temporary Members shall be established from time to time by resolution of the Board and need not be the same as those of members.

**3.7. Membership Use of Common Properties and Facilities.** As provided in the Restrictive Covenants, every Association Family Unit as defined above, is entitled to a right and easement of enjoyment in and to the Common Properties. This right and easement applies to Family Units in good standing subject to the rules, regulations, and any reasonable admission and/or usage fees established by the Board.

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If the lot is owned by a corporation, the corporation shall designate one person as the corporate owner. The privilege of using Common Properties will be given to the corporate owner's Family Unit.

As of July 1, 1997, there shall be no more than one Family Unit per lot allowed to use Common Properties. This does not affect lots that are duly recorded with multiple ownership prior to July 1, 1997. This does not prevent a person from putting multiple owners on a deed, but only restricts the use of the Common Properties.

The Association will recognize the Family Units of the first four co-owners listed on the deed prior to July 1, 1997 for purposes of membership and use of Common Properties. Each such co-owner, other than the co-owner liable for payment of the full assessment, who wishes to use the Association Common Properties will be required to pay an annual co-owner User Fee, per Family Unit in an amount set forth annually by the Board.

**3.8. Suspension of Membership Privileges.** Membership privileges, including any voting privileges or right to use the common properties, may be suspended under the following terms and conditions:

**3.8.1.** Membership shall automatically be suspended where annual or special assessments (including any fines or penalties assessed under Article V of the Restrictive Covenants) are delinquent for more than thirty days, unless the suspension is stayed by action of the Board in its sole discretion due to member hardship. The membership shall be reinstated upon payment of delinquent assessments, fines, and penalties.

**3.8.2.** Membership may also be suspended by action of the Board for violation of the Restrictive Covenants, the Bylaws, or the published Rules and Regulations of the Association, or for misuse of common properties. Each such suspension may be for a period not to exceed thirty days.

**3.8.3.** The name, address, lot number, cause of suspension, and effective date of the suspension of the suspended member(s) may be publicly posted at the discretion of the Board. In all cases, the decision of the Board shall be final and binding.

**3.9. Fines, Penalties, Interest, and Other Charges.** The Association, through its Board, may assess monetary fines, penalties, interest or other charges, as well as impose restrictions, against property owners for failure to comply with the Restrictive Covenants, Bylaws, or Rules and Regulations promulgated, over time, by the Board.

**3.9.1.** The owner, his heirs, devisees, personal representatives, or assigns are obligated to pay the fine, penalty, interest or other charge when due and comply with the Restrictive Covenants as noted.

**3.9.2.** Any property owner may submit a written appeal contesting a fine, penalty, charge, or restriction to the Association General Manager. Failure to appeal within 30 days of the certificate of delivery date to the last address provided by the member, or by personal service date by an employee of the association, constitutes a property owner's waiver of any objections to the obligation imposed. The Board shall establish and maintain a procedure for handling all written appeals submitted.

**3.9.3.** Any such fine, penalty, or charge that becomes delinquent, shall become, or be added to, a continuing lien on the property (including the annual assessment). If any lot is sold, any imposed assessment will automatically pass to the successor who assumes the title. Nothing in these Bylaws shall be construed to limit the Association's legal remedies to the owner's lot or the Association's lien on said lot in that all charges remain the personal obligation of the owner(s) of said lot.

**3.9.4.** Any attorneys fees incurred by the Association in enforcing the Restrictive Covenants, Bylaws, or Rules and Regulations, or collecting or attempting to collect upon any obligation to the Association shall be paid by the Owner or Member not in compliance.

## Article 4 - Evidence of Membership and Transfer

**4.1. Membership Certificate.** Certificates of membership in the Association may be issued to Members, Associate Members, and Honorary Members. Such certificates shall be in such form as is authorized by the Board. The certificates shall indicate whether the holder is a Member, an Associate Member, or

Honorary Member, and if appropriate, the member's lot number. Records shall be maintained at the office of the Association of the names of members, associate members and honorary members which records shall also indicate the class and date of membership.

**4.2. Transfer.** When a member ceases to be a property owner, such person's membership and those associate members existing through relationships to such person shall cease. Such person shall remain liable for all association charges incurred prior to the giving of written notice to the Association that such person is no longer a property owner. It is the transferring owner's obligation to provide the transferee with a copy of the Apple Valley Restrictive Covenants and a copy of these Bylaws.

## Article 5 - Meetings of Members

**5.1. Place of Meeting.** All meetings of the members of the Association shall be held in the State of Ohio at such time and place as the Board shall determine.

**5.2. Annual Meeting.** The Annual Meeting of the Association shall be held in June of each year.

**5.3. Special Meetings.** Special meetings of the Association may be called by the Board or the President, and shall be called by the President whenever requested in writing by 600 or more voting members in good standing. Such request shall clearly state the purpose for which the special meeting is to be called.

**5.4. Notice of Meetings of the Association.** Not less than ten nor more than forty days written notice of meetings shall be given by mail to each member entitled to vote at such meeting. Such a notice shall include the date, time, and location of the meeting. Where more than one person owns an interest in a lot, notice given to the first person listed on the deed, unless another person is agreed to by all co-owners, shall be conclusively presumed to have been given to all other co-owners. The notice shall be deemed to be delivered when deposited to the U.S. Mail, first class, postage prepaid, addressed to member's last known address as recorded with the Association. The notice shall set out in reasonable detail the business to be brought before the meeting. Each

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meeting shall be limited to the items set out in the notice in order that those casting absentee ballots may be permitted to express their desires. Members present may make suggestions covering items which they feel should be brought before the membership. If any such suggestions are approved by proper resolution of those members present, it shall be the duty of the Secretary to present such resolution to the members for consideration and action at the next regular or special membership meeting. Further, it shall be the duty of the Secretary to include with the notice of any regular or special membership meetings such suggestions or requests as may be properly presented in writing and endorsed by 250 or more voting members in good standing, providing such requests are received at least sixty days prior to the meeting date.

**5.5. Quorum.** The presence of 250 Voting Members, either in person or by absentee ballot, shall constitute a quorum for the transaction of business. When the subjects of special assessments for capital improvements and change in basis and/or assessments are considered, the quorum and notice requirements shall be as stated in Article V of the Restrictive Covenants. If for any reason a meeting shall not be held on the date designated, such meeting may be rescheduled. The notice of such rescheduled meeting shall be given not less than ten days nor more than forty days prior to the date of the rescheduled meeting.

**5.6. Voting.** One vote shall be allocated to the owner or owners of each lot. When a lot is owned by more than one member, the one vote allotted to such lot shall be cast as all members owning an interest in such lot shall agree. The Association may conclusively rely on the representation of one co-owner that he or she has the authority to cast the vote without requiring formal proxies from the other co-owners. If any dispute between co-owners as to how their lot's one vote shall be cast is made known to the meeting, no vote shall be counted for such lot. Voting at membership meetings shall be by majority of the votes present as represented by persons and absentee ballots, unless a greater proportion is required by law or by the Restrictive Covenants.

**5.7.** The order of business at the annual meeting shall be as follows: Roll Call;

Reading of the minutes of the previous meeting; Reports of the Officers; Reports of the Committees; Unfinished business; New business; and Election of Directors. Robert's Rules of Orders shall be followed.

**5.8.** Members will cast their votes by absentee ballot only.

**5.9.** A member must be in good standing in order to participate in membership voting.

**5.10.** It shall be the duty of the Board to prepare a list of the members entitled to vote at each meeting. All members voting, whether by absentee ballot or in person, shall be checked against this list, either by the Secretary, or by some individual designated by the Board.

## Article 6 - Annual Assessments

**6.1.** Each owner of property shall pay assessments to the Association as required by Article V of the Restrictive Covenants.

**6.2.** Assessments levied by the Association shall be used for the improvement and maintenance of common properties; and to promote the recreation, health, safety and welfare of the property owners of Apple Valley.

**6.3.** Annual assessments shall be levied pursuant to Article V of the Restrictive Covenants as amended.

**6.4.** Annual assessments shall be paid in advance and shall be due on April first of each year. No adjustment or prorations of assessments shall be made by the Association.

**6.5.** The Board shall prepare a roster of the properties and applicable assessments at least thirty days in advance of the assessment due date. The assessment roster shall be kept in the office of the Association and shall be open for inspection by any owner.

**6.6.** If any assessment is not paid when due, such assessment, including the cost of collecting thereof, shall become a continuing lien on the property. This lien shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns in accordance with Article V, Section 9 of the Restrictive Covenants. If the assessment is not paid within thirty days after the due date, penalty fees,

interest, costs, and reasonable attorney's fees authorized pursuant to Article V, Section 9 of the Restrictive Covenants shall be added to the delinquent assessment.

**6.7.** The lien for delinquent assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the properties pursuant to Article V, Section 10 of the Restrictive Covenants.

**6.8. Exempt property.** The following property subject to the Restrictive Covenants shall be exempt from the assessments, charges and liens created therein:

**6.8.1.** All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;

**6.8.2.** All Common Properties as defined in Article 1.6 of these Bylaws;

**6.8.3.** All properties exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption;

**6.8.4.** All properties owned by the Developer, its assigns and successors, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

**6.8.5** Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from assessments, charges, or liens.

## Article 7 - Special Assessments

**7.1.** The policy of the Association is that special assessments are generally undesirable and shall be levied only in an emergency or under extraordinary circumstances.

**7.2.** Special assessments shall be levied only upon the recommendation of the Board and with the consent of voting members pursuant to Article V, Section 4 of the Restrictive Covenants.

**7.3.** The due date of any special assessment shall be fixed in the Resolution authorizing such assessment. Special assessments not paid within thirty days after the due date shall be collected pursuant to Article V, Section 9 of the Restrictive Covenants.



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## Article 8 - Finance

**8.1.** The fiscal year of the Association shall begin on the first day of January each year, unless changed by resolution of the Board.

**8.2.** A budget of estimated income and expenditure for the next fiscal year shall be adopted by the Board no later than the 31st day of December. This budget shall be available for inspection by the members at the office of the Association. A summary of the approved budget shall be included in the notice of the next regular meeting of the Association.

**8.2.1. Reserves.** Any budget adopted pursuant to Article 8.2 shall include reserves in an amount to be determined annually by the Board to be adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments. The Board shall commission a minimum of one reserve study in every five year period. The board shall establish an adequate reserve amount by majority vote on an annual basis.

**8.3.** After acceptance of responsibility by the Association for the administration of the assessment funds, the Treasurer shall be authorized to issue checks for expenditures incurred for the Association, provided the amount of such checks issued does not exceed in that fiscal year the amount budgeted in accordance with Article 9.1.5 of these Bylaws.

**8.4.** All checks shall be signed by at least two officers designated by the Board. Such officers as may be designated by the Board shall be bonded in an amount determined by the Board. Indemnity bond premiums shall be paid by the Association.

**8.5.** A general accounting of the Association's receipts and disbursements for the previous fiscal year shall be prepared each year before the annual meeting, at which meeting the accounting shall be made available to the membership.

## Article 9 - The Board of Directors

**9.1. Powers.** The Board of Directors shall have the power to carry on the affairs of the Association. In order to carry out this power, the Board shall

undertake the following:

**9.1.1.** Adopt a corporate seal as the seal of the Association.

**9.1.2.** Designate a banking institution or institutions as a depository for the Association's funds.

**9.1.3.** Perform other acts the authority for which has been granted in these Bylaws, in the Restrictive Covenants, or by law, including the borrowing of money for Association purposes. A resolution by the Board that the interest of the Association requires the borrowing of money shall be sufficient evidence for any person, that the borrowing is for a proper Association purpose. The Board may, if it determines that borrowing shall be reasonably necessary, borrow up to twenty five percent of the gross annual receipts of the Association. In connection therewith, the Association may assign, pledge, mortgage, or encumber any Association assets or property as security for such borrowing, including future revenues of the Association.

**9.1.4.** Adopt such rules and regulations relating to the use of common properties and sanctions for noncompliance therewith, as it may deem reasonably necessary in the best interests of the Association and its members. Each Member and Associate Member, Honorary Member, and Temporary Member of the Association, and others, shall abide by the provisions of these Bylaws as well as any Regulation adopted by the Board of Directors of the Association pursuant to these Bylaws. Failure to do so shall justify the Board in suspending such member as is provided in these Bylaws. The Board may also establish and levy reasonable fees for review of building plans (Article VI of the Restrictive Covenants) and for the use of the common properties. The Board shall also employ a sufficient number of persons to adequately maintain the common properties and the affairs of the Association. Further, the Board may adopt reasonable rules of order for the conduct of Board meetings. The ruling of the President of the Board shall be final on procedural questions upon which no rules have been adopted. The Board may, by resolution, adopt Robert's Rules of Order as a guide for the conduct of all meetings.

**9.1.5.** Adopt an annual operating budget in accordance with Article 8.2 of these

Bylaws and levy the annual assessment (per Article V of the Restrictive Covenants) on each lot for the following year. Upon the adoption and approval of the budget, the Board shall be bound by same. No expenditure in excess of the budget shall be made unless it is authorized by the Board.

**9.1.6.** Appoint temporary or permanent committees of the Association. They shall have such powers and responsibilities as the Board may direct.

**9.1.7.** The Board shall have the power to appoint officers and agents and to hire employees as may be necessary for the carrying out of Association business. Any officer or agent may be removed and replaced at any time by the Board.

**9.1.8.** The Board shall establish and maintain procedures for handling all written appeals submitted.

**9.2. Number of Directors.** The number of directors shall be nine, each of whom must be a member of the Association. However, the Board may by resolution increase the number of directors to not more than eighteen. Any action by the Board is valid and effective as long as there are at least six Directors on the Board.

**9.3.** No Director shall receive a salary for services performed; however, Directors and Officers may be compensated for reasonable expenses incurred while so acting.

### 9.4. Election of Directors

**9.4.1.** In all elections of Directors, each voting member in good standing is entitled to one vote per lot in accordance with Article III, Section 2 of the Restrictive Covenants. One vote per lot may be cast for each position to be filled. The persons receiving the largest number of votes shall be elected to fill the Board vacancies.

**9.4.2.** Each year, between the first day of October and the fifteenth day of the following January, any member in good standing and at least 18 years of age as of January 15th, who wishes to run for the AVPOA Board, shall personally receive a board approved petition at the Association office during regular business hours. This petition shall be returned by January 15th to the Association office with endorsements of his or her candidacy signed by at least

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fifty voting members in good standing. The Secretary of the Association shall make these petitions available to those requesting. A list of the members receiving a petition shall be made available for inspection by any member in good standing during normal business hours at the Association office. This shall be for the term beginning immediately following the next annual meeting of the Association. The Secretary of the Association shall cause notice of such candidacy and a brief biographical statement of each candidate to be included in the notice of such annual meeting.

**9.4.3.** All elections to the Board shall be made on written ballot. The written ballot shall describe the vacancy to be filled; and set forth the names of those persons who have become candidates for the office of Director.

Written ballots, in a form approved by the Board, and the notice of the Annual Meeting of the Association, shall be prepared and simultaneously mailed by the Secretary to each person entitled to vote. Ballots and notices shall be sent to a member's last known address appearing in the records of the Association.

**9.4.4.** One ballot for each lot shall be distributed to members entitled to vote. Where more than one person owns an interest in a lot, the ballot shall be sent to one of the co-owners, as selected by the Secretary.

**9.4.5.** After voting, ballots shall be placed in the envelope marked "Ballot." Each "Ballot" envelope shall then be placed in a sealed outer envelope which will bear on its face the name of the member and the account number as shown on the membership certificate, and such other information as the Board may determine will serve to establish the right to cast the vote or votes presented on the ballot or ballots contained therein. Ballots shall be returned to the Secretary of the Association or the Election Committee at such address as the Board may determine no later than a date established by the Board prior to the Annual Meeting.

**9.4.6.** Upon receipt of each ballot, the Secretary or designee shall immediately place it in a safe or other locked place until the time fixed by the Board for the counting of the ballots. At that time, the outer envelopes shall be delivered, unopened, to the Election Committee

appointed by the President. This Election Committee shall then adopt a procedure which shall establish that the ballots have been submitted properly by members in good standing. Such procedure shall ensure that the confidentiality of the personal vote of any member is not disclosed. The outside envelope shall thereupon be placed in a safe or other locked place. The Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot on the same issue, all ballots contained in such envelope shall be disqualified. Each candidate may appoint a representative to be present during the vote count. No other individuals are permitted to be present.

**9.4.7.** All outside envelopes, ballots, and statements of candidacy shall be retained by the Secretary for a period of one year.

**9.5. Removal of Directors.** A director may be removed by a vote of three-fourths of the Board of Directors present at a Board meeting in which a quorum is present for "just cause." "Just cause" shall include self-dealing, conflict of interest (as defined in Article 9.10), negligence in performing the responsibilities of a Director, violating any of the provisions or obligations set forth in the Oath of Office or Code of Conduct, failing to conduct himself or herself on Association business according to the highest ethical standards, engaging in conduct that creates even the slightest appearance of impropriety, or engaging in any other conduct that the Board determines is not in the best interests of the Association.

If a motion to remove a Director is made at a Board meeting, the motion shall not be acted upon until the next Board meeting. Notice of the motion shall be mailed to the Director whose removal is sought not less than twenty-one days prior to the meeting when the motion is to be considered.

Upon request by the Director whose removal is being sought, the grounds or allegations giving rise to the motion for removal shall be provided to the Director, and the Director shall be given an opportunity to present his or her position to the Board in accordance with procedures established by the Board prior to

the vote on the motion for removal.

**9.6. Meetings of the Board of Directors.** The Board shall meet at least quarterly. After adoption of a resolution setting forth the times of regular meetings, no notice of such meetings shall be required, or waived. Special meetings of the Board may be called by the President, or by a majority of the Board. Notice of a special meeting shall be given in writing or orally at least twenty-four hours prior to the date of said special meeting, and shall be held at such place in the State of Ohio as the call or notice of the meeting shall designate. Notice thereof may be waived by the Directors in writing.

**9.7. Action Without Meeting.** Unless prohibited by law, where director action is required before a meeting can be conveniently called, any action which may be taken at a meeting of the Board may be taken without a meeting if the action is consented to by a majority of the Directors entitled to vote on such action at a meeting of the Directors. Such a vote may be conducted in person or via electronic means, including, but not limited to, email, facsimile, telephone, or video conference. Such actions shall be reported at the next Board meeting.

**9.8. Quorum.** A majority of the Directors shall constitute a quorum to transact business of the Board, and the act of the majority of the Directors present at any duly called meeting shall be deemed to be the act of the Board.

**9.9. Vacancies.** All Directors shall serve until their successors are elected. Any vacancies occurring on the Board created by the death or resignation of a Director shall be filled by the Board.

**9.10. Conflict of Interest.** The primary obligation of the Director is to the Association and its Members and not to himself or herself. A conflict of interest exists where Directors (a) either directly or indirectly derive a personal profit or advantage from their position as Directors; (b) either directly or indirectly (through any entity in which the Director or the Director's family member has a significant interest) enter into a contract or business relationship with the Association, unless the material facts of the relationship and transaction are disclosed and made known to the Board and a majority of the disinterested Directors specifically authorize the contract or

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business relationship; (c) fail to abstain from discussing at a meeting, or voting upon, any matter in which they, their immediate family members or any entity in which they have an interest, have a personal interest in that outcome; or (d) solicit personal favors or exert (direct or implied) influence on the General Manager or Association employee in order to gain business or personal favors for himself or herself.

**9.11. Compliance with Anti-Discrimination Laws.** The Board shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

## Article 10 - Officers

**10.1. Officers.** The officers of the Association shall be the President, one or more Vice Presidents, Secretary, Treasurer and General Manager and such other officers and assistant officers as the Board may from time to time elect. Officers shall serve at the pleasure of the Board. Any two offices may be held by the same person, except the offices of President and Secretary. An officer may serve as a committee chairperson.

**10.2. President.** The President shall be the executive officer of the Association, and shall preside over all meetings of the Association and the Board. The President shall be an ex-officio member of all committees except the Nominating Committee. The President shall conduct the activities of the Association in accordance with these Bylaws and those policies approved by the Board. The President shall be responsible for the preparation of a full and true report as to activities of the Association during the year of presidency. This report shall be submitted at the Annual Meeting, filed with the Secretary, and be made available for inspection by the membership.

**10.3. Vice President.** In the absence of the President, or in the event of the President's inability to act or refusal to act, where such action is lawful by these Bylaws or otherwise, the Vice

President is empowered to act and shall thereupon be vested with the powers and duties of the President with respect to the action taken. The Vice President shall also perform such other duties as the President may assign.

**10.4. Secretary.** The Secretary shall keep the minutes of Association and Board meetings. The Secretary shall mail, or cause to be mailed, all notices required under these Bylaws. The Secretary may appoint a Recording and Corresponding Assistant.

**10.5. Treasurer.** The Treasurer shall have responsibility for the funds of the Association and perform such other duties as are incident to the office of the Treasurer.

**10.6. General Manager.** The General Manager shall perform the duties designated by the Board and be responsible to the Board.

## Article 11 - Committees

**11.1. Committees.** The Board may establish committees of the members as the Board deems necessary to carry on the activities of the Association and shall define their powers and duties.

**11.2.** The Board shall establish the following standing committees, the members of which shall be appointed by the President.

**11.2.1.** An Architectural Control Committee to assume the functions and responsibilities detailed in Article VI of the Restrictive Covenants.

**11.2.2.** A Nominating Committee to recommend from among all members, those members who, in the Committee's judgment might best serve the Association when vacancies occur on the Board. The Nominating Committee shall also assist the Board as they may direct in the conduct of Association elections including dissemination of information regarding candidates for Director (whether proposed by the Committee or otherwise nominated as provided herein), preparation of ballots, and other related matters.

The Nominating Committee shall be empowered to nominate candidates for the office of Director for election at the Annual Meeting whenever the number of candidates, qualifying per Article 9.4.2 of these Bylaws, does not equal at least one more than the number of

directors to be elected. The number of candidates so nominated shall not be more than that required to establish a candidate list totaling one more than the number of directors to be elected.

**11.2.3.** An Election Committee consisting of a Chairman and as many tellers and judges as deemed necessary, to adopt a procedure to establish that ballots have been submitted properly by members in good standing. Such procedure shall ensure that confidentiality of the personal vote of any member is retained.

**11.2.4.** A Finance Committee to assist the Board as the Board shall direct in financial, budget and accounting matters.

**11.3.** Membership to the Architectural Control, Nominating, and Election committees shall be granted only upon the invitation of the President.

**11.4.** Any member may join the Finance Committee and all other Board established committees by submitting a written statement of their committee preference to the Board President. The President shall appoint the member upon that member's attendance at three consecutive meetings of that committee. The appointed member shall hold committee membership during the pleasure of the Board or until having had three consecutive unexcused absences.

## Article 12 - General Provisions

**12.1. Financial Report to Members.** The Board shall make available to the members at the Annual Meeting, and at other times, financial statements of the Association's income and expenses as of the closing date of the prior fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles so as to present fairly the Association's operating results. Such statements need not be certified.

**12.2. Association Property.** No part of net earnings of the Association shall inure to the benefit of or be distributed to its members, Directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article 2 of these Bylaws. On dissolution



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of the Association, no member shall be entitled to any distribution of any Association property or asset. Should two-thirds of the members voting on the question (subject to the quorum requirement of Article 5.5 of these Bylaws) consent to dissolution, then the Association's property and assets, after satisfaction of all outstanding liens and encumbrances thereon and of all debts and claims against the Association, shall be conveyed either to an institution qualifying for exemption under Section 501 (c) (3) of the Internal Revenue Code, as amended, or to any unit of state or local government selected by the Board.

**12.3. Communications.** For purposes of Association communications a publication entitled "Cider Press" may serve as the official publicity and notification medium of the Association.

**12.4. Major Expenditure Hearing Requirement.**

**12.4.1.** The Board shall neither make a binding commitment nor approve any expenditure for facility construction, for modification or repair of an existing facility, or for the acquisition of equipment, the total cost of any of which is anticipated to exceed 1,000 times the annual assessment, until three property owner hearings have been conducted wherein the need for the expenditure is presented, the factors in arriving at the Board solution are discussed, and property owner input is considered and concerns are addressed. Such hearing may be held in conjunction with regularly scheduled Board meetings and shall be at a frequency of no less than twenty-five days apart.

**12.4.2.** When an expenditure, as described above, must be made immediately due to an emergency situation, and a delay for the prescribed hearings would be impractical or cause endangerment to life or the significant destruction of property, the Board shall, as soon as possible thereafter, conduct a hearing with property owners to explain the circumstances of the expenditure, to provide just cause for not meeting the normal hearing requirements, and to furnish a forum for property owner input.

**12.4.3.** Construction, modification, repair, or acquisition programs will not be divided into successive annual increments in an attempt to avoid the hearing requirements of this Bylaw, except two

separate projects in the same complex will not be construed as a violation of this Bylaw.

**12.4.4.** A timely notice of hearings, as described above, will be published in the Cider Press and through other methods normally used by the Board to announce events.

**12.5. No Smoking Permitted.** Smoking is not allowed inside any building owned or operated by the Association.

**12.6. Inspection of Records.** The membership list (names only), monthly balance sheets and monthly profit and loss statements, and approved minutes of the proceedings of the Members' Annual meeting, Board meetings, and committee meetings, shall be open to inspection upon the written demand of any Voting Member at any reasonable time for a purpose reasonably related to his or her interest as a Member. None of the above will be available to non-members of the Association without prior written approval of the Board. Voting Members may request and receive copies of any of these items in accordance with procedures and costs established by the Board. All records available for inspection under this Article 12.6 are confidential and not to be disseminated or shared with any person who is not a member of the Association without the prior written approval of the Board.

The records available for inspection under this Article 12.6 shall not include documents relating to employee salary or compensation, legal or personnel issues, minutes of the executive sessions of the Board, or any other record or document that is not expressly enumerated in the preceding paragraph as open for inspection. Any Voting Member or Director requesting to inspect information not expressly enumerated in the preceding paragraph must make a request in writing to the Board stating the specific reasons for requesting such information, and the information will not be made available for inspection absent express prior written approval from the Board.

**12.7.** Use of their own real estate and personal property as well as Association facilities and common property shall be at the sole risk of the Voting Members and his or her guests.

## Article 13 - Indemnification of Directors, Officers and Employees

Any person who is involved without his consent in any legal action due to the fact that he is or was a director, officer, or employee of the Association shall be indemnified by the Association against all expenses reasonably incurred by him in connection with or resulting from such legal action. Such expenses shall also include amounts paid by him with the consent of the Association acting through its Board in reasonable settlement of such actions except for those matters as to which it shall be determined that such person was derelict in his performance of his duties to the Association. The right of indemnification shall apply to matters arising both before and after the time of adoption of these Bylaws and shall not exclude any other legal right of indemnification to which such person may be entitled.

## Article 14 - Amendments

**14.1.** These Bylaws may be amended at any regular or special meeting of the Association, providing that the notice of such meeting contains a copy of the proposed amendment. Members may cast their vote by absentee ballot only. A majority of the votes cast shall be required to adopt any proposed amendment. The Association's counsel shall review said proposed amendment and determine if it complies with current Ohio and Federal law prior to the proposed amendment being put to a vote. If it does not comply, then it shall not be put to a vote.

**14.2.** Bylaw Amendment Proposal Form. The Board shall create a Bylaw Amendment Proposal Form.

**14.3.** There shall be three methods to amend the Bylaws.

**14.3.1.** Proposal by Membership. Any member in good standing may propose a bylaw amendment to the Board by submitting a Bylaw Amendment Proposal Form to the office of the Association.

**14.3.1.1.** The Board may create additional rules regarding submission of a Bylaw Amendment Proposal Form.

**14.3.1.2.** Board Approval of Bylaw Amendment Proposal. At the next regular Board meeting after receipt of a Bylaw Amendment Proposal Form,

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or at a special meeting of the Board at the Board's discretion, the Board shall consider a properly submitted Bylaw Amendment Proposal Form and take one of the following actions:

**14.3.1.2.1.** Table the Bylaw Amendment Proposal for further discussion at the next Board meeting.

**14.3.1.2.2.** Reject the Bylaw Amendment Proposal.

**14.3.1.2.3.** Approve the Bylaw Amendment Proposal and authorize the Secretary to add the Bylaw Amendment Proposal to the notice for the next regular or special meeting of the Association.

**14.3.2.** Proposal by the Board. The Board may propose amendments to these Bylaws at any regular or special meeting of the Board as the Board deems necessary and authorize the Secretary to add the proposed amendment to the notice for the next regular or special meeting of the Association.

**14.3.3.** Proposal by Referendum. Any Voting Member in good standing may submit a Bylaw Proposal Form for the purpose of changing or amending the Bylaws of The Apple Valley Property Owners Association and receive a vote by the Members if:

**14.3.3.1.** The Form is submitted prior to the AVPOA January Meeting.

**14.3.3.2.** The Form states the proposed change or addition of a Bylaw and accompanied by a form containing 400 signatures of Voting Members in good standing.

**14.3.3.3.** A minimum of 400 signatures of Voting Members are verified by the Association in a manner to be determined by the Board.

**14.3.3.4.** The Form, along with attached signatures, will be available for viewing by any AVPOA Property owner in good standing.

## Article 15 - Building and Construction Requirements

To conserve and protect property values, all building plans or construction activities of any kind (hereinafter in this Article known as the Project) upon any "Lot" must have prior approval of the Association Architectural Control Committee (hereinafter in this Article known as the Committee), which is appointed

by the Board. Plan approval is obtained by submitting Association Form No. 100 (Application for Construction) properly completed, along with other required documents and submitted to the office of the Association. These applications will be reviewed by the Committee on a weekly basis, except in the case of holidays. Meeting time and place may be obtained by contacting the Association office.

**15.1.** Scale drawings showing specifications, measurements, design, location on the lot, elevations of footers, and foundation walls or piers, as they relate to the contours of the lot. Exterior illustrations of the proposed building.

**15.1.1.** All property line clearances and easements must be observed as specified in Article VII, Section 3 and 4 of the Restrictive Covenants. Include into all projects under inspection or approval.

**15.2. Disapproval of the Project.** The Committee may refuse to grant permission to place, construct, or make requested improvements when:

**15.2.1.** The plans, specifications, drawings, or other materials submitted are inadequate, incomplete, or show the proposed Project to be in violation of the Restrictive Covenants, Bylaws, or Rules and Regulations.

**15.2.2.** The design or color scheme of a proposed project is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

**15.2.3.** The proposed Project or any part thereof is contrary to the intent and purpose of these bylaws.

**15.2.4.** The Members or Property is not in good standing with the Association.

**15.3. Duty to Inspect.** The Association and/or the committee shall have the authority to inspect Projects to assure compliance with its authorizations, the Restrictive Covenants, the Bylaws, and the ACC Rules and Regulations. They shall have the basic right to enter property to inspect approved projects under construction. Neither the Association, the Board or the Committee or any member thereof, or their respective heirs, representatives, successors or assigns shall be liable to any person or entity by reason of mistakes in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans or any

other exercise or non-exercise of the provisions of the building and construction requirements.

**15.4. Services, Employment, and Compensation:** The Association may hire various persons to assist the Committee in discharges of duties, and may retain the service of professional persons as need requires. (Also see 15.12.4)

**15.5. Right of Appeal to the Board.** Any action by the Committee may be appealed to the Board for review. Action by the Committee shall be presumed to be correct and in the best interest of the property owners and shall be modified only for clear and convincing reasons.

## 15.6. Dwellings

**Dwellings:** The minimum square footage of enclosed living space is specified in the Restrictive Covenants. \*Refer to specific subdivision for square footage requirements. (\*Consult applicable restrictions for Howard or Brown Townships.)

**15.6.1.** Dwellings are restricted to two and one-half stories. A basement is considered one story unless it is more than fifty percent underground. Maximum height of 35 feet from lowest point of the finished floor or crawl space.

**15.6.2.** Continuous concrete footer and block or concrete foundation is required on all dwellings, garages, and boathouses exceeding 180 square feet. All exterior walls shall be supported on a footer extending at least 34 inches below finish grade and in addition, a minimum of 24 inches below natural grade on solid, stable undisturbed natural soil.

**15.6.3.** Exterior of buildings must be completed within one year from start of construction, including cleanup and grading.

## 15.7. Fences

Fences are discouraged in Apple Valley, but may be constructed by meeting the approval of the Committee.

Maximum fence height is fifty-two inches (52") measured at any point from grade level to its highest point including the post and any decorative accessories.

## 15.8. Walls

**Walls:** Walls are permitted for retaining and/or landscaping, but not permitted

# Governing Documents - Bylaws

to be constructed above grade or to obstruct the view of adjoining properties.

## 15.9. Boathouses/Sheds

**Boathouses/Shed:** A Boathouse is defined as a structure used for the storage of watercraft and other personal property and is restricted to a minimum size of 120 square feet and a maximum of 8' sidewalls. The maximum height cannot exceed 12 feet at its highest point.

## 15.10. Playhouses

**Playhouses:** Playhouse is defined as a structure and is limited in size to a maximum of 32 square feet and the maximum height cannot exceed 9 feet at its highest point.

## 15.11. Docks/Seawalls:

**15.11.1.** Plans require specifications as to length, width, shape, materials, and location.

**15.11.2.** Approval must be obtained from the Knox County Water & Wastewater Department before submitting to the Association for approval.

**15.11.3.** Responsibility for docks on Apple Valley Lake rests solely on the property owner. The Association shall be held harmless by Property Owners in regards to their docks.

**15.11.4.** Special Limitations Concerning Docks and Seawalls: The construction or placement of a dock or other water-placed structure from or adjacent to a lot within Apple Valley shall constitute a mere license from the Association and may be terminated or restricted on reasonable notice.

**15.11.5.** All docks shall be located between the extended lot lines, and shall be no closer than ten feet (10') inside those extended Lot lines.

**15.11.6.** No dock shall,

- A. project more than thirty feet (30') into the lake from the shoreline as determined by the association.
- B. Extend more than eight feet (8') onto the land from the shoreline.

**15.11.7.** Roofs, upper level decks, and/or a combination thereof on any lot shall

- A. Not exceed thirty-four feet (34') long from the shore line into the lake;
- B. Not exceed seventeen feet (17')

above normal pool water level, measured from the highest point affixed to the structure including but not limited to the peak of the roof, top of the railing, cupolas, decorations, flag poles, awnings or other device. The normal pool water level is determined by the highest elevation at which water would not flow over the spillway. The spillway is the overflow channel south of the main dam.

**15.11.8.** Docks in a cove shall extend into the lake, no more than fifteen percent (15%)\*\* of the width of the cove, measured in a line perpendicular to the center of the applicant's lot. \*\* The distance may be less than fifteen percent (15%) as determined by location and the Committee.

**15.11.9.** Channel-front lots in the Harbor View Subdivision must excavate back into the lot in order to construct any type of dock, so as not to decrease the width of the channel. Only in the Harbor View Subdivision may a dwelling be built with a boat garage. All channel, road, and sideline setback requirements must be satisfied. All other Apple Valley building and construction restrictions must be met, as well as township requirements, state regulations, and other applicable laws.

**15.11.10.** All boat docks must be maintained in good repair.

**15.11.11.** No floating moorings may be placed in the lake, and all docks and free standing lifts shall require approval by the association.

**15.11.12.** Docks may have limited storage facilities for boating and fishing equipment. Storage facilities on docks with roofs are limited to one cabinet, 32 square feet, situated entirely under the roof line. Storage facilities on docks with no roof are limited to one cabinet, 32 square feet by 3 feet high.

**15.11.13.** No portion of a dock may be used for overnight sleeping or living quarters.

**15.11.14.** Absolutely no sanitary facilities, including sinks, showers or toilets shall be permitted on docks. Electrical refrigerating devices must be enclosed inside a lockable dock storage area.

**15.11.15.** Shoreline protection will be required by members who have, build, and/or maintain a dock. All shoreline protection shall be constructed from

non-polluting materials. Shoreline protection may not be constructed into the lake beyond the normal shoreline and back-filled with earth so as to effectively extend the land into the lake. Drawings must specify location and size relative to the lot pin location and water line. The height of shoreline protection shall be greater than normal pool as determined by the association.

**15.12. General.** Construction must commence **within 180 days from the date of construction approval** by the Committee or Board. Failure to start construction within 180 days from date of approval will require re-submission for Committee reapproval. Once construction has started, all exterior work, including clean-up and grading, **must be completed within one year.**

**15.12.1.** During construction lot owners shall prevent the entry of all debris and foreign material from their lots into the lake and/or adjacent properties. Lot owners shall remove all such trees, vegetation, foreign material, and debris which have originated from their lot.

**15.12.2.** Neither the Committee nor any agent thereof, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work.

## Stop Work Order

**15.12.3.** If the ACC and/or the Board, in their sole discretion, determine after an inspection that certain work fails to comply with the provisions of the building and construction requirements, they may issue an order stopping all or part of the work until such time as the provisions of the code are fully complied with.

This stop work order shall be served by hand-delivery upon the builder and/or owner or posted conspicuously on the premises at the construction project site.

Upon service of the order, the work designated shall stop immediately until such time as the remedial work is performed to the satisfaction of the ACC and/or the Board.

Any failure to strictly comply with the stop work order shall result in a fine per



# Governing Documents - Bylaws

day against the lot owner, in accordance with section 3.9 of these bylaws.

**15.12.4.** The Board may hire various persons to assist the ACC in the discharge of its duties, and may retain the services of professional persons as need requires. When the Board deems it necessary for the accomplishment of duties and responsibilities of the Committee, they may require payment of a reasonable fee, established from time to time by the Board, for considering the application of any person under this section. Fees shall be charged uniformly to all applicants similarly situated, and all funds collected shall be paid to the Association, or to its order. Any action by the Committee whether or not specified as subject to review, may be appealed to the Board for review. The Board shall establish and maintain a procedure for handling all written ap-

peals submitted. Action by the Committee shall be presumed to be correct and in the best interest of the Association and shall be reversed only for clear and convincing reasons..

## Article 16 - Sign Restrictions

Statement of Intent: This Article is intended to clarify and further define the intent of Restrictive Covenants, Article VII, Section 2, Paragraph 4, in order to better control signs and advertising within Apple Valley. Such controls are intended for the protection of property values with the goal of maintaining an "eye pleasing" appearance of the overall community. The Board of Directors may establish policies and procedures

necessary for enforcement of signage restrictions and controlling placement of approved signs within the boundaries of Apple Valley. Refer to Sign Restrictions, Definitions, and Enforcement Policy.

**16.1.** "For Sale" signs are permitted only for residential sale purposes and shall be limited to a maximum of two (2) signs per residence.

**16.2.** Political signs are permitted prior to an election and must be removed within three (3) days after the election.

**16.3.** No advertisement or commercial signs are permitted. The only exception shall be limited to one (1) "builder/contractor" sign, which may be displayed during approved construction/repair project and must be removed upon completion of construction/repair.

**16.4.** Special event signs shall only be permitted on the day of the event and shall be removed immediately after close of the event.

## Sign Restrictions, Definitions, & Enforcement Policy

For the purpose of defining Article 16 of the Bylaws, the following are the definitions of terms used in the Article:

**Advertisement or Commercial Signs** – A sign or display used to identify or promote a place of business or a product including information beyond the company name.

**Builder/Contractor** – May only be a maximum size of 3' x 3' and used to identify the company contracted for the construction or repair of a residence.

**Flags** – Are not considered signs and may be permitted. They shall not be larger than 3'x5' and must be attached to a flagpole or to a structure. Flags containing profanity, offensive language, or images will NOT be allowed.

**For Sale** – May only be a maximum size of 3' x 3' and used for the purpose of an active listing to sell a home offered by a realtor, owner, or builder.

**Political Sign** – May only be a maximum size of 3' x 3' and used for the purpose of supporting or opposing any candidate who is seeking an elected office; or expressing support or opposition to a political party or political issue on the ballot. Such signage must comply with election regulations of the State of Ohio.

**Special Event Sign** – May only be a maximum size of 3' x 3', and are defined as, "yard/garage sale", wedding, shower, or graduation.

### ENFORCEMENT POLICY

1. Signs are not permitted on AVPOA common properties, street berms, or attached to street sign posts, or AVPOA signs, and will be removed immediately.
2. For Sale signs must be attached to or placed on or against a residence or dock. Placement may not exceed 10 feet beyond the home. With prior AVPOA approval, any sign placement outside of these guidelines may be placed in cases of unusual circumstances, on a case-by-case basis.
3. Signs are not permitted on vacant lots.
4. Violations of any regulations related to signage may result in any of the following:
  - a. Removal of signs.
  - b. Notifying the owner of the violation.
  - c. Other fines and penalties in accordance with article 3.9 of the AVPOA Bylaws.
5. The Board of Directors will establish and publish dates when political signs can be erected.

## Article 17 - Property Use Limitations

**17.1.** No trailer or similar type structure, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently.

**17.1.1.** Any Owner that desires to use their dwelling for a rental property must complete an "Intent to Rent" form and submit it at the Association Office prior to renting the dwelling for the first time. A deposit amount determined by the Board will be required at the time of filing, and will be held in escrow by the Association, to be used in the event that the Association needs to take action for non-compliance with the Association's Covenants, Bylaws and Rules. The deposit balance must be maintained and will be held until the owner gives notice to the Association that the dwelling is no longer being used as a rental.

**17.1.2.** A copy of all rental/lease agreements must be submitted to the Association prior to occupancy of the tenants each time there is a change of tenants. The Board may establish a fee at the time of filing.

**17.1.3.** Tenants that desire to obtain "Associate Member's" privileges shall comply with Article 3.4 of these Bylaws.

# Governing Documents - Bylaws

**17.1.4.** Vacant lots may not be rented.

**17.2.** No vacant lot shall be used for the storage (long or short term) of camping trailers, motor homes, watercraft, agricultural implements, any trailer or other vehicles of any type. Designated storage areas/facilities must be improved and maintained to be used for storage or parking of such vehicles and trailers.

**17.2.1.** No unimproved parking areas or yards shall be used for vehicle parking for longer than 72 consecutive hours.

**17.3.** No lots shall be used or maintained as a dumping or burial ground for rubbish litter, including but not limited to garbage, trash, waste, rubbish, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass, dirt, yard waste or anything else of an unsightly or unsanitary nature.

**17.4.** To minimize adverse environmental impacts and maintain the natural appearance of the area, cutting or clearing of trees on lots for commercial sale or other purposes is prohibited without the prior written approval of the Architectural Control Committee. Removal of trees shall be limited solely to that necessary for approved construction projects and elimination of safety hazards. The association may require an inspection report from a certified arborist prior to any approval.

**17.4.1.** To minimize adverse environmental impacts and maintain the natural appearance of the area, natural or man-made, which would visibly alter the grade or contour is prohibited without prior written approval of the Architectural Control Committee.

**17.5.** All Improved or unimproved lots shall be maintained in a safe and reasonable condition so as not to detract from or devalue surrounding properties. Unhealthy or unsightly or deteriorating conditions or situations will not be tolerated. Property owners are encouraged to enhance their property, thus protecting its value as an investment as well as enhancement of the community and surrounding areas. If the owner of any lot fails to maintain his lot and any exterior improvements in accordance with the provisions of the Restrictive Covenants, the Bylaws, the ruling by the Board, the Association shall have the right to enter upon each lot and repair, mow, clean or perform such other acts as may be reasonably

necessary to make such lot and exterior improvements conform to these Bylaws. The cost thereof to the Association shall be added to and become part of the annual operation charges to which the respective lot is subject, and may be assessed and collected in the same manner as the annual assessment. Neither the Association nor any of its Board, officers, employees, committee persons, agents or contractors shall be liable for any damage which may result from any repair or maintenance work performed under this authority.

**17.5.1.** To minimize adverse environmental impacts and maintain the appearance of our community streets, property owners will use metal or sturdy plastic containers with lids for all garbage, rubbish and trash. Containers must not be left at the roadside over 48 hours. Failure to comply with the above could result in the removal of the containers.

**17.6.** No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain for more than three (3) months from the time of such destruction or damage, without exterior repairs or total demolition and cleanup.

**17.7.** All pets must be contained within an approved enclosure or tethered when outside; in no case are they permitted to run loose. Individuals walking pets must have them on a leash, must walk them only in non-posted areas, and must immediately clean up any pet litter or fecal waste. Owners must assure that pets are not a nuisance or cause unreasonable disturbance or damage to other property/owners. (Reference Bylaws Article 17.14)

**17.8.** No lot, or portion thereof, may be used as an ingress or egress to adjacent land outside the Apple Valley Development if the intended use is for commercial or nonresidential purposes. Any variance to establish any access to a single family dwelling on adjacent land shall be obtained by prior written consent from the Board. The Owner shall bear the legal expenses of adopting Apple Valley Restrictive Covenants in a proper legal manner acceptable to the legal counsel of the Association. No lot split shall be permitted without prior written consent of the Board.

**17.9.** The Association shall have the

authority to remove, move, destroy or dispose of any unregistered, unidentifiable, abandoned, junked, dilapidated, disabled, wrecked, partially wrecked, dismantled, partially dismantled, or inoperable vehicles, mobile homes, boats not displaying current registration, or other personal property from Association property without any liability whatsoever. The cost of such removal, move, destruction or disposal shall be borne by the owner of such personal property and shall be assessed against him. The Association shall further have the authority to remove, move, destroy or dispose of any unregistered, unidentifiable, abandoned, junked, dilapidated, disabled, wrecked, partially wrecked, dismantled, partially dismantled, or inoperable vehicles, mobile homes, boats not displaying current registration, or other personal property from private property within Apple Valley without any liability whatsoever so long as the following procedure is followed. The owner of the lot where the offending personal property is located shall receive written notice from the Board or their representatives, by any method that evidences receipt, to remove the offending property or otherwise resolve the problem within seven (7) calendar days, or a longer period of time if expressly provided for in the notice. If the problem is not resolved to the satisfaction of the Board, or its designated representative, during that time, the Association shall be entitled to remove, move, destroy or dispose of the property without any liability whatsoever with the cost of such removal, move, destruction or disposal to be borne by the owner of the lot from which the property is removed and shall be assessed against him.

**17.10.** The Board may allow reasonable variances or adjustment of these Bylaws where literal application would result in unnecessary hardship. However, any such variance or adjustment shall be granted in conformity with the general intent and purposes of the Restrictive Covenants and the granting of the variance or adjustment will not be materially detrimental or injurious to other lots in Apple Valley or in conflict with state or local laws regarding granting variances.

The Board shall establish and maintain a procedure including a list of required documents, Association forms and an

# Governing Documents - Bylaws

application fee established by the Board for any variance request submitted. After investigation and discussion, the variance request will be approved or denied by a vote of the Board. Action by the Board will be considered final.

**17.11.** Each such person also agrees, by such acceptance of a deed or execution of a contract for the purposes thereof, to assume, as against the Association, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to Apple Valley Lake.

**17.12.** The Association or any party to whose benefit these Bylaws inure may resort at law or in equity to prevent the occurrence or continuation of any violation of these Bylaws, and shall have the right to obtain a prohibitive or mandatory injunction to enforce observance of these Bylaws in addition to and cumulative with any other remedy provided for herein, or by law, or in equity, and to recover damages for the breach of these Bylaws: provided that the Association shall not be liable to any person for damages of any kind for failing either to abide by, enforce or carry out any of these Bylaws.

**17.13.** No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Bylaws shall be held to be a waiver or an estoppel to assert any right available to him upon the occurrence, recurrence or continuation of any violations of these Bylaws.

**17.14.** The property owners and guests of Apple Valley have both rights and responsibilities for maintaining a peaceful community. The issue of noise has become a concern because of an increase in our community's population and the unique sound-carrying property of the air around the lake community.

**17.14.1.** The problem of excessive noise and undesirable sound affects the health and welfare of all. In order to enjoy the benefits of living in this community, it is expected that no person shall make or cause to be made, any excessive noise, which annoys, disturbs or affects the comfort, repose, health or peace of others. It is hoped that noise problems could be resolved between neighbors out of respect for the rights of others and the common desire to

ensure our quality of life. However, when that is not possible or practicable, AVPOA must initiate corrective action. Therefore, AVPOA has initiated Quiet Hours to be observed from 11 p.m. to 7 a.m.

**17.14.2.** Typically, the following are declared to be loud, disturbing and excessive noise in violation of this section: Using any musical instrument, electronic equipment or other device on private property for producing and amplifying sound at such a level that would disturb the peace, quiet or comfort of others. The same shall apply to such use on common property except for organized events, which have received prior permission from AVPOA.

**17.14.3.** Yelling, shouting, cursing, whistling, or singing at any time so as to annoy or disturb persons in the vicinity.

**17.14.4.** Allowing any animal or bird to make long, frequent or continued noise which disturbs those in the vicinity, and where such noise can be distinctly heard beyond the property line where the offending animal or bird is kept.

**17.14.5.** Operating any motorized vehicle or water craft that is not properly muffled.

**17.15.** All Purpose Vehicle (APV) operating rules on property within jurisdiction of the AVPOA are that:

**17.15.1.** APV owners must complete, sign, and submit a registration form to the AVPOA Office, and receive a numbered decal to display on the APV, for each vehicle owned or operated by the household. Proof of liability insurance is required for all APVs.

**17.15.2.** Each owner and each operator is responsible to permanently affix the decal to the APV so that it is easily visible and legible.

**17.15.3.** Permission forms must be completed, signed, and on file in the AVPOA Office from land owners on whose property APV owners or operators request permission to operate their vehicles. If (I) the operator is under 16 years old and (II) if the operator's parents/guardian are not present with the operator all the time, then the operator's parents/guardian must inform other property owners from whom they seek permission that the child or youth is trained to use the vehicle.

**17.15.4.** Operating an APV under the influence of alcohol or a controlled substance and/or operating an APV in a careless or reckless manner is prohibited.

**17.15.5.** APVs are banned from use on all designated AVPOA land, not just the Common Property.

**17.15.6.** APVs must comply with manufacturer specifications and recommendations for operation and maintenance, including but not limited to noise abatement, emission controls, safety features, and accessories for personal protection.

**17.15.7.** Designated time for APV operation is from sunrise to sunset.

**17.15.8.** APV" means an "all purpose vehicle" as defined in Ohio Revised Code Section 4519.01, a copy of which is available from the AVPOA Office.

AMENDED BY THE MEMBERSHIP:  
June 28, 1987; June 25, 1989; June 10, 1990; June 9, 1991; June 7, 1992; June 27, 1993; June 11, 1994; June 25, 1995; July 1, 1997; June 17, 2000; July 23, 2007; June 21, 2008, June 11, 2011; June 9, 2012, June 22, 2013; June 25, 2016; June 22, 2019, June 26, 2021







# Apple Valley

Property Owners Association



## Architectural Control

*This section was developed to gather all the components of the governing documents as well as rules and regulations into one place for ease of use when it pertains to building in Apple Valley.*

### Architectural Control

These Rules and Regulations are for the purpose of supplementing the Association's Restrictive Covenants and Bylaws. Plan approval is obtained by submitting Association Form 100 properly completed, along with other required documents and submitted to the office of the Association. These completed documents received **72 hours prior to the scheduled Architectural Control Committee** meeting will be considered at that meeting. In compliance with the Restrictive Covenants, allow thirty **(30) days for processing**.

### Architectural Control Committee

**Mission:** The Architectural Control Committee is charged with enforcing the Restrictive Covenants, Bylaws, and Architectural Rules and Regulations controlling constructions by property owners.

**Purpose:** As a standing committee, the Architectural Control Committee is established by the Board of Directors to fulfill the requirements outlined in Article VI of the Restrictive Covenants. Its purpose is to review all construction plans (homes, garages, boat houses, docks, fences, etc.), and approve those that are in compliance with the Covenants, Bylaws, Rules and Regulations.

A FORM 100 **must be filled out and submitted for approval.**  
**CERTIFICATES OF APPROVAL are required to do any work to the outside of your home.**

Those plans that are not in compliance, and the property owner refuses to make changes in order to comply, shall be referred to the Board of Directors with recommendations from the Committee. (The Committee does not have the authority to decline or make a variance of the plans that do not comply with governing documents.) For more precise detail, refer to Article VI of the Restrictive Covenants.

**Membership to this committee shall be granted only upon the invitation of the President. (Bylaw Article 11.3)**

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## Building Materials and Samples

Building materials are constantly changing and unfamiliar materials may be available from the builders that have never been approved for a project in this area. Should you wish to utilize such materials, the ACC may request that samples be provided along with any descriptive literature for their review and approval will. We ask for your cooperation in such cases.

## Rules and Regulations

### I. General Rules

#### *Dwellings/Garages/Boathouses/Sheds (Utility Buildings)*

- A. A projection of a portion of living area out beyond the foundation is not permissible. Bay windows and/or chimneys, for purposes of this item, are not defined as "living area."
- B. Modular constructed homes are permitted only when they comply with the requirements of a permanently sited manufactured home and all other Apple Valley regulations.
- C. Current owner of the lot must have a certified, accurate survey with accompanying document showing legal description performed by a licensed surveyor. Front and sidelines must be strung along with the proposed project and all property boundaries must have visible survey pins.
- D. When an owner wishes to build across property lines the owner must have recorded a deed joining the lots together permanently. For building purposes only, the joined lots are considered as one lot. (See page Sec 3-4)
- E. The owner is responsible to minimize the effect of construction run-off and keep the roadway free of debris. The Association has the authority to determine if adequate measures have been taken. All Knox County regulations must be complied with. :
  - 1. a minimum 4-inch gravel base driveway using size #1 - #4 gravel prior to any other site construction or excavation and extending a minimum distance equal to that of the setback.
  - 2. run-off barriers such as bales of straw placed end-to-end or commercially available plastic barriers installed as described by the manufacturer to retain run-off sediment

from excavated areas. Barriers must remain in place until ground cover has been established.

- F. The property owner is responsible for elimination of the accumulation of construction debris and any unsightly conditions during construction. Violations will result in a stop work order until compliance.
- G. Sanitary facilities are to be on site prior to the final footer inspection.
- H. Any type of pole barn construction or cast resin sheds (i.e. Rubbermaid) are not permitted. Refer to Article VII, Section 2 of the Restrictive Covenants and Article 15.9 of the Bylaws for acceptable materials.
- I. Projects shall be earth tones and be consistent with the colors approved by the association and available at the office for review.
- J. Using/submitting duplicate (similar) house plans will only be permitted in different neighborhoods. For the purpose of this item, a neighborhood is defined as ten (10) lots in all directions from the proposed building lot.
- K. All utilities must be buried.

### Roofs

- A. The Architectural Control Committee reserves the right to refuse any roof design submitted.
- B. A color and material samples must be submitted.
- C. Must either be shingle appearance or standing seam.
- D. Metal roofs must have a minimum of 29 gauge or thicker galvanized steel, with a baked on finish of an approved color.

### Alternative Energy

Plans for Alternative Energy Sources must be submitted for consideration and approved by the Architectural Committee prior to installation.

### Siding

- A. The exterior finish of buildings shall comply with Article VII of the

restrictive covenants.

- B. Siding material other than wood may be approved when the design emulates the style of wood siding. Examples include ship lap, board & batten, and shake siding.

### Docks/Decks/Shoreline Protection/Hardscape

- A. Postholes must be a minimum of 36" to the bottom of the hole.
- B. Hardscape between the water's edge and the property line must be approved by the Architectural Committee.

### Fences

- A. Fences not permitted: Privacy style, above ground electric fences, chain link, plastic fabric netting, wire livestock fencing, fences which utilize T-bar posts and /or temporary posts.
- B. The ACC may consult with neighbors within a 500' radius of the proposed fence construction to ascertain their views regarding a fence.
- C. Fence design and color shall be submitted and approved prior to the start of construction. For accepted fence designs contact the Administrative Office or view our website at [www.avpoa.com](http://www.avpoa.com).
- D. Preferred fence design shall be picket, ornamental wrought iron look or post & rail. Pickets on a picket fence design shall be a maximum of 3 ½ inches wide and be separated by spaces 2 to 4 inches. Post & rail fencing may include two or three horizontal rails between upright posts. Rail width must be 3 ½ inches to 5 ½ inches wide. Post & rail fences may have supplemental 5 gauge, or heavier painted or coated wire fencing attached to the interior of the fence with an opening size up to 2 to 4 inches in a square or rectangle horizontal grid. Samples of the fencing material may be requested prior to approval/disapproval. Height for any fence shall comply with the requirements of Bylaw 15.7.



# Architectural Control

- E. The finish must be natural wood or a color harmonious with the dwellings and surrounding area. Material shall be wood, metal or vinyl. The finished side of the fence must face outward.
- F. The fence must be located in the backyard and will not be permitted within any setbacks or easements. Special circumstances shall be considered for egress purposes for a fence to extend up to a maximum of 100 sq. ft. from the side door on a dwelling, to the back yard, if required setbacks can be maintained. Fences will not be permitted on any original lot that does not contain a portion of a dwelling unless the lots are married together.
- G. If the fence is not maintained properly, it must be removed.

## Gazebos and Pergolas

- A. A gazebo/pergola is defined as a structure with open sides, not to exceed fourteen (14) feet in height at the tallest point and not larger than sixteen (16) feet across at any point.
- B. All gazebos must comply with property line setbacks or easements.

## Private Pools

All pools with a structural depth greater than 24" must be approved by the ACC prior to installation, be located in the backyard and will not be permitted within any setbacks or easements.

## Propane Tanks

Tanks are not permitted within the front property line set back. Tanks should either be buried, enclosed, hidden by shrubs or camouflaged in some manner. Special requests should be submitted to the ACC for any fencing to hide the tanks.

## Satellite Dishes

- A. Post-mounted dishes shall have service cable buried.
- B. Maximum allowed dish size is 36"

## Inspections

- A. **Pre-Approval:** When the survey and proposed layout is staked and strung, request an initial inspection.
- B. **Footer:** When the site is ready to be built upon, i.e. 4" gravel base is in place and the footer excavation is complete.
- C. **Height:** When the structure is framed and ready for roofing.

**D. Occupancy:** When the electric panel, water, and inside sanitary toilet with sewer hookup has been installed and operational, apply for a Certificate of Occupancy. No building shall be occupied until such time as the owner receives a written Certificate of Occupancy.

- E. **Final:** When the exterior of the building is complete, final grading and ground cover are established, and all downspouts are tiled to a ditch or natural waterway, request a final inspection.

## Fees

To obtain a Certificate of Approval on a submitted project, payment of fees established by the Association is required in accordance with the following:

- A. Payment of applicable fee and refundable deposit must be paid upon approval.
- B. Construction fee and refundable deposit will be adjusted periodically at the discretion of the Board of Directors.
- C. Applicable construction permit fees will be available in the Association Office.
- D. Deposit will not be returned until all of the above inspections have been completed.
- E. A compliance bond is required instead of a deposit for construction of dwelling.

## AVPOA Architectural Control Building Fees

**New House** ..... \$1.00/sq ft.  
of above grade living space.

**Plus a \$5,000 value compliance bond**

**Garage and/or Home Additions** \$1.00/sq ft.

*built after original house construction.*

**Plus \$5,000 value compliance bond**

**Amenities** ..... \$100.00 permit fee  
*including, but not limited to, an addition, fence, boathouse (shed), gazebo, dock, deck, seawall, in-ground pool, retaining wall (taller than 2 ft.), pet enclosure, etc.*

**+ \$100.00 deposit fee**

## Certificates of Approval for the following must also be obtained but have no fee:

### Repair & Replace

*For minor repairs to the exterior of existing structures with no change in dimensions to original - Form 100 must be completed*

### Landscaping/Decorative Fence (taller than 2') or Garden Enclosures

### Tree Cutting

*Trees desired for cutting must be marked for approval.*

**Bylaw Article 17.4.** To minimize adverse environmental impacts and maintain the natural appearance of the area, cutting or clearing of trees on lots for commercial sale or other purposes is prohibited without the prior written approval of the Architectural Control Committee. Removal of trees shall be limited solely to that necessary for approved construction projects and elimination of safety hazards. The association may require an inspection report from a certified arborist prior to any approval.



**Form 100s available at [www.avpoa.com](http://www.avpoa.com)**

Architectural Control | Updated 4/2022

# Architectural Control



## Requirements of a permanently sited manufactured home

A manufactured home must comply with the following requirements as well as meet the all other criteria:

- (a) The structure is affixed to a permanent foundation and is connected to appropriate facilities;
- (b) The structure, excluding any addition, has a width of at least 22 feet at one point, a length of at least 22 feet at one point, and a total living area, excluding garages, porches, or attachments, of at least 900 square feet;
- (c) The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a 6 inches minimum eave overhang, including appropriate guttering;
- (d) The structure was manufactured after January 1, 1995;

## Point System

In order to receive a Certificate of Approval for a new home, you must meet the 60-point requirement. Following is an explanation of how to obtain these points:

Note:

Minimum square footage in Howard Township is 1,200 square feet.  
Minimum square footage in Brown Township is 1,200 square feet.

- Concrete or paved driveway extending from the road to the structure. .... **10 points**
- Covered Front Porch (Minimum size of 6'x 6') .. **10 points**
- Attached garage ..... **15 points**
- 6" x 12" (or steeper) roof pitch ..... **5 points**
- Masonry brick or stone (*greater than 50% of the viewable frontage excluding windows and doors, surfaced with brick or stone*) ..... **15 points**
- Main Roof Metal ..... **10 points**
- Log home (Not to include T-111 or similar 4'x8' panels)..... **15 points**
- Ground floor – 100 square feet or greater above township minimum square footage or 400 square feet over township minimum for all living space..... **15 points**
- Full basement (Minimum 7 ft. in height and shall not have door opening wider than 6 ft.).. **15 points**

*Amended May 20, 2014; August 11, 2016; June 22, 2019*

## Sign Restrictions

**Bylaw 16.3.** No advertisement or commercial signs are permitted. The only exception shall be limited to one (1) "builder/contractor" sign, which may be displayed during approved construction/repair project and must be removed upon completion of construction/repair.

**Builder/Contractor** — May only be a maximum size of 3'x3', and used to identify the company contracted for the construction or repair of a residence.

## Policy on Open Burning and Dumping

### Ohio Revised Code: 3734.03 Open burning or open dumping.

No person shall dispose of solid wastes by open burning or open dumping, except as authorized by the director of environmental protection in rules adopted in accordance with division (V) of section 3734.01, section 3734.02, or sections 3734.70 to 3734.73 of the Revised Code and except for burying or burning the body of a dead animal as authorized by section 941.14 of the Revised Code. No person shall dispose of treated or untreated infectious wastes by open burning or open dumping.

**Ohio EPA:** According to Ohio EPA Open Burning Regulations states fires must be more than 1000 feet from neighbors inhabiting building. Simply put, the lots are so close together in Apple Valley, no open burning of agricultural or residential waste should take place in Apple Valley.

## Restrictive Covenants

### Article VI - Architectural Control Committee

#### Section 1. Review by Committee.

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

### Article VII - Building and Use Limitations

#### Section 1.

All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial, or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.

#### Section 2.

No trailer or similar type structure, basement, tent, shack, garage, barn, or other outbuilding shall at any time

be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction, be used as a residence.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing, or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood, asbestos shingles, siding, logs, brick, stone, or concrete.

Every dwelling house shall have not less than the enclosed gross ground floor living space, exclusive of porches, breezeways, carports, patios, pool areas, garages, and other accessory uses, as identified for Existing Property (SEE Sec 2-1).

#### Section 3. Building Location.

No building shall be located on any property nearer than 25 feet to the front property line or nearer than 20 feet on any side street line. No building shall be located nearer than 10 percent of the width of the property on which such building is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, eaves, steps, and open porches shall not be considered as a part of the

building provided, however, that this shall not be construed to permit any portion of the building to encroach upon adjoining property.

#### Section 4.

Easements are reserved along and within eight feet of the rear line and sidelines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasi-public utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The person owning more than one lot may build on any such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the five foot wide easement as long as such lines do not hinder the construction of buildings on the property.

Each residence shall be provided with and maintain only inside sanitary toilets with sewer hookup or septic tanks and drain fields or dry well installations meeting the requirements of the Ohio State Board of Health.

Any owner of real property in said plat of (SEE Sec 2-1) shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

The foregoing Building and Use Limitations shall not apply to the Common Properties.



# Architectural Control

## Bylaw

### Article 15 - Building and Construction Requirements

To conserve and protect property values, all building plans or construction activities of any kind (hereinafter in this Article known as the Project) upon any "Lot" must have prior approval of the Association Architectural Control Committee (hereinafter in this Article known as the Committee), which is appointed by the Board. Plan approval is obtained by submitting Association Form No. 100 (Application for Construction) properly completed, along with other required documents and submitted to the office of the Association. These applications will be reviewed by the Committee on a weekly basis, except in the case of holidays. Meeting time and place may be obtained by contacting the Association office.

*Note: Also see Architectural Control Rules and Regulations, I. (General Rules), in this section*

**15.1.** Scale drawings showing specifications, measurements, design, location on the lot, elevations of footers, and foundation walls or piers, as they relate to the contours of the lot. Exterior illustrations of the proposed building.

**15.1.1.** All property line clearances and easements must be observed as specified in Article VII, Section 3 and 4 of the Restrictive Covenants. Include into all projects under inspection or approval.

**15.2. Disapproval of the Project.** The Committee may refuse to grant permission to place, construct, or make requested improvements when:

**15.2.1.** The plans, specifications, drawings, or other materials submitted are inadequate, incomplete, or show the proposed Project to be in violation of the Restrictive Covenants, Bylaws, or Rules and Regulations.

**15.2.2.** The design or color scheme of a proposed project is not in harmony with the general surroundings of the Lot or

with adjacent buildings or structures.

**15.2.3.** The proposed Project or any part thereof is contrary to the intent and purpose of these bylaws.

**15.2.4.** The Members or Property is not in good standing with the Association.

**15.3. Duty to Inspect.** The Association and/or the committee shall have the authority to inspect Projects to assure compliance with its authorizations, the Restrictive Covenants, the Bylaws, and the ACC Rules and Regulations. They shall have the basic right to enter property to inspect approved projects under construction. Neither the Association, the Board or the Committee or any member thereof, or their respective heirs, representatives, successors or assigns shall be liable to any person or entity by reason of mistakes in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans or any other exercise or non-exercise of the provisions of the building and construction requirements.

**15.4. Services, Employment, and Compensation:** The Association may hire various persons to assist the Committee in discharges of duties, and may retain the service of professional persons as need requires. (Also see 15.12.4)

**15.5. Right of Appeal to the Board:** Any action by the Committee may be appealed to the Board for review. Action by the Committee shall be presumed to be correct and in the best interest of the property owners and shall be modified only for clear and convincing reasons.

#### 15.6. Dwellings

**Dwellings:** The minimum square footage of enclosed living space is specified in the Restrictive Covenants. \*Refer to specific subdivision for square footage requirements. (\*Consult applicable restrictions for Howard or Brown Townships.)

**15.6.1.** Dwellings are restricted to two and one-half stories. A basement is considered one story unless it is more than fifty percent underground. Maximum height of 35 feet from lowest point of the finished floor or crawl space.

**15.6.2.** Continuous concrete footer

and block or concrete foundation is required on all dwellings, garages, and boathouses exceeding 180 square feet. All exterior walls shall be supported on a footer extending at least 34 inches below finish grade and in addition, a minimum of 24 inches below natural grade on solid, stable undisturbed natural soil.

**15.6.3.** Exterior of buildings must be completed within one year from start of construction, including cleanup and grading.

#### 15.7. Fences

Fences are discouraged in Apple Valley, but may be constructed by meeting the approval of the Committee.

Maximum fence height is Fifty-two inches (52") measured at any point from grade level to it's highest point including the post and any decorative accessories.

#### 15.8. Walls

**Walls:** Walls are permitted for retaining and/or landscaping, but not permitted to be constructed above grade or to obstruct the view of adjoining properties.

#### 15.9. Boathouses/Sheds

**Boathouses/Shed:** A Boathouse is defined as a structure used for the storage of watercraft and other personal property and is restricted to a minimum size of 120 square feet and a maximum of 8' sidewalls. The maximum height cannot exceed 12 feet at its highest point.

#### 15.10. Playhouses

**Playhouses:** Playhouse is defined as a structure and is limited in size to a maximum of 32 square feet and the maximum height cannot exceed 9 feet at its highest point.

#### 15.11. Docks/Seawalls:

**15.11.1.** Plans require specifications as to length, width, shape, materials, and location.

**15.11.2.** Approval must be obtained from the Knox County Water & Wastewater Department before submitting to

the Association for approval.

**15.11.3.** Responsibility for docks on Apple Valley Lake rests solely on the property owner. The Association shall be held harmless by Property Owners in regards to their docks.

**15.11.4.** Special Limitations Concerning Docks and Seawalls: The construction or placement of a dock or other water-placed structure from or adjacent to a lot within Apple Valley shall constitute a mere license from the Association and may be terminated or restricted on reasonable notice.

**15.11.5.** All docks shall be located between the extended lot lines, and shall be no closer than ten feet (10') inside those extended Lot lines.

**15.11.6.** No dock shall,

- A. project more than thirty feet (30') into the lake from the shoreline as determined by the association.
- B. Extend more than eight feet (8') onto the land from the shoreline.

**15.11.7.** Roofs, upper level decks, and/or a combination thereof on any lot shall

- A. Not exceed thirty-four feet (34') long from the shore line into the lake;
- B. Not exceed seventeen feet (17') above normal pool water level, measured from the highest point affixed to the structure including but not limited to the peak of the roof, top of the railing, cupolas, decorations, flag poles, awnings or other device. The normal pool water level is determined by the highest elevation at which water would not flow over the spillway. The spillway is the overflow channel south of the main dam.

**15.11.8.** Docks in a cove shall extend into the lake, no more than fifteen percent (15%)\* of the width of the cove, measured in a line perpendicular to the center of the applicant's lot. \*\* The distance may be less than fifteen percent (15%) as determined by location and the Committee.

**15.11.9.** Channel-front lots in the Harbor View Subdivision must excavate back into the lot in order to construct any type of dock, so as not to decrease the width of the channel. Only in the Harbor View Subdivision may a dwelling be built with a boat garage. All channel, road, and sideline setback requirements must be

satisfied. All other Apple Valley building and construction restrictions must be met, as well as township requirements, state regulations, and other applicable laws.

**15.11.10.** All boat docks must be maintained in good repair.

**15.11.11.** No floating moorings may be placed in the lake, and all docks and free standing lifts shall require approval by the association.

**15.11.12.** Docks may have limited storage facilities for boating and fishing equipment. Storage facilities on docks with roofs are limited to one cabinet, 32 square feet, situated entirely under the roof line. Storage facilities on docks with no roof are limited to one cabinet, 32 square feet 3' high.

**15.11.13.** No portion of a dock may be used for overnight sleeping or living quarters.

**15.11.14.** Absolutely no sanitary facilities, including sinks, showers or toilets shall be permitted on docks. Electrical refrigerating devices must be enclosed inside a lockable dock storage area.

**15.11.15.** Shoreline protection will be required by members who have, build, and/or maintain a dock. All shoreline protection shall be constructed from non-polluting materials. Shoreline protection may not be constructed into the lake beyond the normal shoreline and back-filled with earth so as to effectively extend the land into the lake. Drawings must specify location and size relative to the lot pin location and water line. The height of shoreline protection shall be greater than normal pool as determined by the association.

**15.12. General.** Construction must commence **within 180 days from the date of construction approval** by the Committee or Board. Failure to start construction within 180 days from date of approval will require re-submission for Committee reapproval. Once construction has started, all exterior work, including clean-up and grading, **must be completed within one year.**

**15.12.1.** During construction lot owners shall prevent the entry of all debris and foreign material from their lots into the lake and/or adjacent properties. Lot owners shall remove all such trees,

vegetation, foreign material, and debris which have originated from their lot.

**15.12.2.** Neither the Committee nor any agent thereof, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work.

## Stop Work Order

**15.12.3.** If the ACC and/or the Board, in their sole discretion, determine after an inspection that certain work fails to comply with the provisions of the building and construction requirements, they may issue an order stopping all or part of the work until such time as the provisions of the code are fully complied with.

This stop work order shall be served by hand-delivery upon the builder and/or owner or posted conspicuously on the premises at the construction project site.

Upon service of the order, the work designated shall stop immediately until such time as the remedial work is performed to the satisfaction of the ACC and/or the Board.

Any failure to strictly comply with the stop work order shall result in a fine per day against the lot owner, in accordance with section 3.9 of these bylaws.

**15.12.4.** The Board may hire various persons to assist the ACC in the discharge of its duties, and may retain the services of professional persons as need requires. When the Board deems it necessary for the accomplishment of duties and responsibilities of the Committee, they may require payment of a reasonable fee, established from time to time by the Board, for considering the application of any person under this section. Fees shall be charged uniformly to all applicants similarly situated, and all funds collected shall be paid to the Association, or to its order. Any action by the Committee whether or not specified as subject to review, may be appealed to the Board for review. The Board shall establish and maintain a procedure for handling all written appeals submitted. Action by the Committee shall be presumed to be correct and in the best interest of the Association

# Architectural Control

## APPLE VALLEY POA POLICY FOR THE MARRIAGE AND DIVORCING OF LOTS and Deeming a lot non-buildable and reverting a lot to buildable

### DEFINITION FOR MARRYING LOTS:

Original lots that are combined by deed, which has specific language in the deed which states, ***"This conveyance is subject to the restrictions that all original lots herin conveyed shall in the future be conveyed together and shall not be seperated and transferred to different owners in any manner whatsoever without written permission of the Apple Valley Property Owners Assoication Board of Directors."*** The deed must include grantee's name, grantor's name, parcel description and the date the deed was executed.

### DEFINITION FOR A NON-BUILDABLE LOT:

Original lots which a deed has conveyed development rights to the Association. Specific language to be included in the deed that grant Apple Valley Property Owners Association development rights, stating, ***"Grantor hereby conveys any development rights associated with the original lot(s) being transferred."*** The deed must include grantee's name, grantor's name, parcel description and the date the deed was executed.

### THE PROCESS FOR MARRYING LOTS OR DEEMING A LOT NON-BUILDABLE:

The property owner must contact the Apple Valley Administrative Office and obtain a Lot Management document request (to be implemented). The request must be submitted to the Administrative Office and include the property's owner name, address, lot number(s), parcel number(s) and the specific reason for the request. All property pins for each lot(s) must be identified for inspection by the Association management to determine easements, pending building permits, and existing buildings, setbacks, violations and verify that the member is in good standing. The Association will then issue an approval based on the members request and findings of the inspection. Upon approval of the member's request, the property owner can then obtain a deed which states the grantee, grantor, parcel description and the date the deed was executed. The deed must also contain

the language as indicated above for the specific request as indicated on the Lot Management Document. The deed must then be filed with the Knox County Recorder's Office after it has been approved. **\* ANY FEES INCURRED DURING THIS PROCESS ARE AT THE EXPENSE OF THE PROPERTY OWNER\***

### THE PROCESS FOR DIVORCING LOTS AND REVERTING A LOT FROM NON-BUILDABLE:

The property owner must contact the Apple Valley Administrative Office and obtain a Lot Management document request (*to be implemented*). The request must be submitted to the Administrative Office and include the property's owner name, address, lot number(s), parcel number(s) and the specific reason for the request. All property pins for each lot must be identified for inspection by the Association management to determine easements, pending building permits, and existing buildings, setbacks, violations and verification that the member is in good standing.

Association management will provide the findings in writing to the Board of Directors for review at the next regularly scheduled Work Session, after all research is complete. The Board of Directors will review the request and findings and has broad discretion to determine if a divorce or reverse shall be allowed. The Board of Directors' decision shall be considered final. Association management will notify the owner of the Board of Directors decision in writing.

The divorce/separation of lots and /or reverting a non-buildable lot to buildable, may only be approved for extenuating circumstances by the Apple Valley Property Owners Association Board of Directors. Upon approval from the Apple Valley Board of Directors, a fee (which includes, but is not limited to, lost fees, interest, costs and inconvenience) must be paid to the Association for the conversion of the property back to its original state.

Approved March 15, 2017

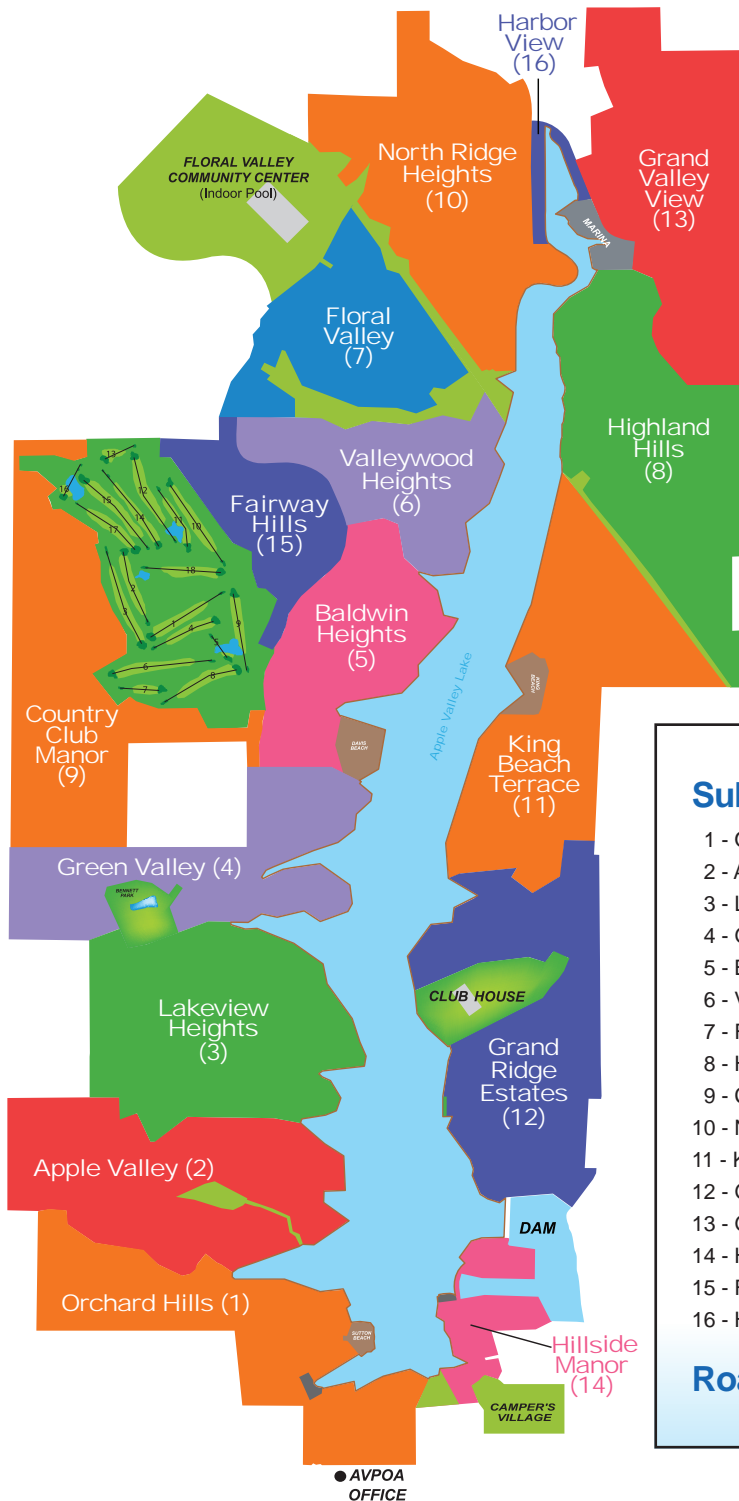




# Apple Valley

Property Owners Association

## Maps



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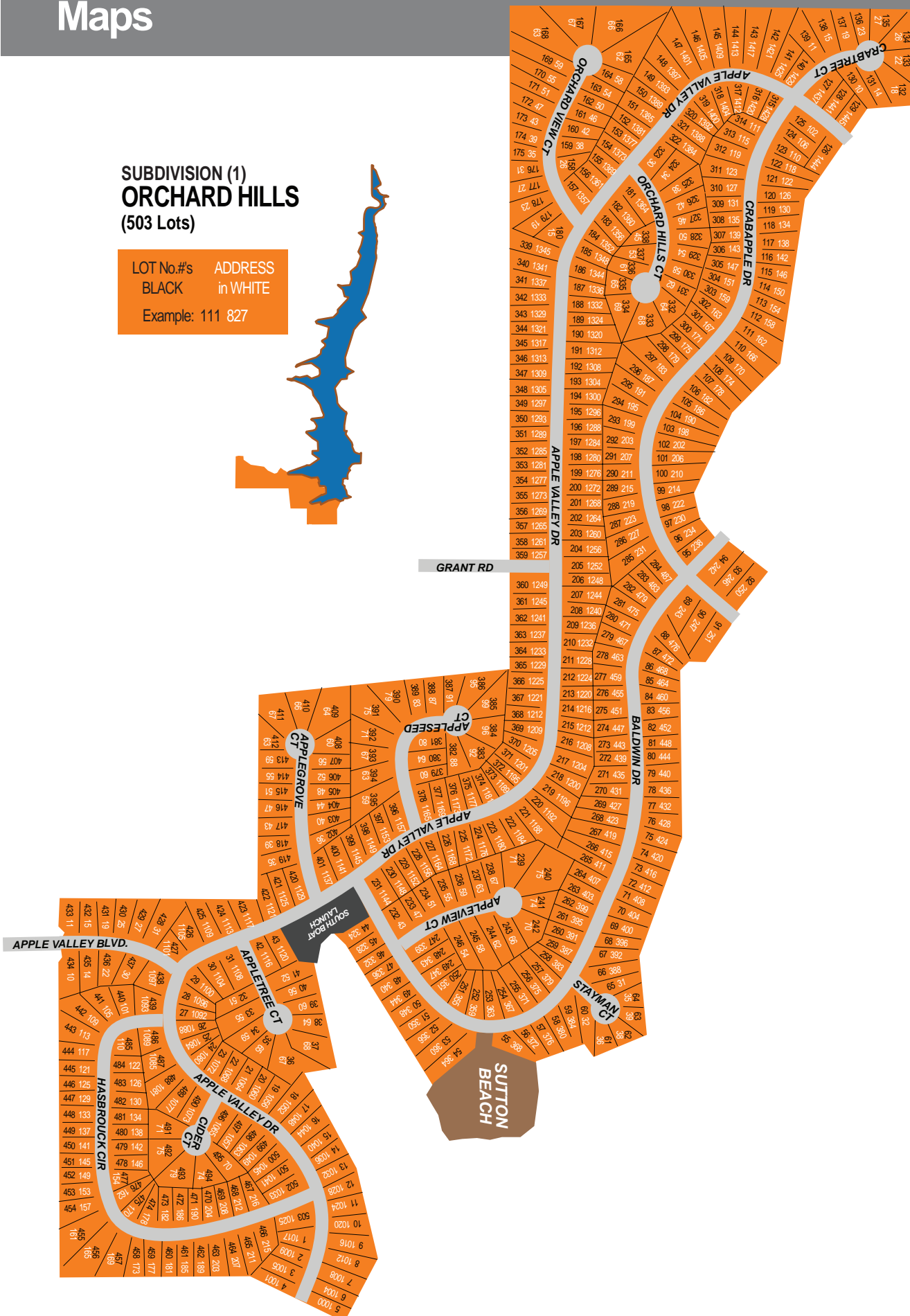
### Subdivisions

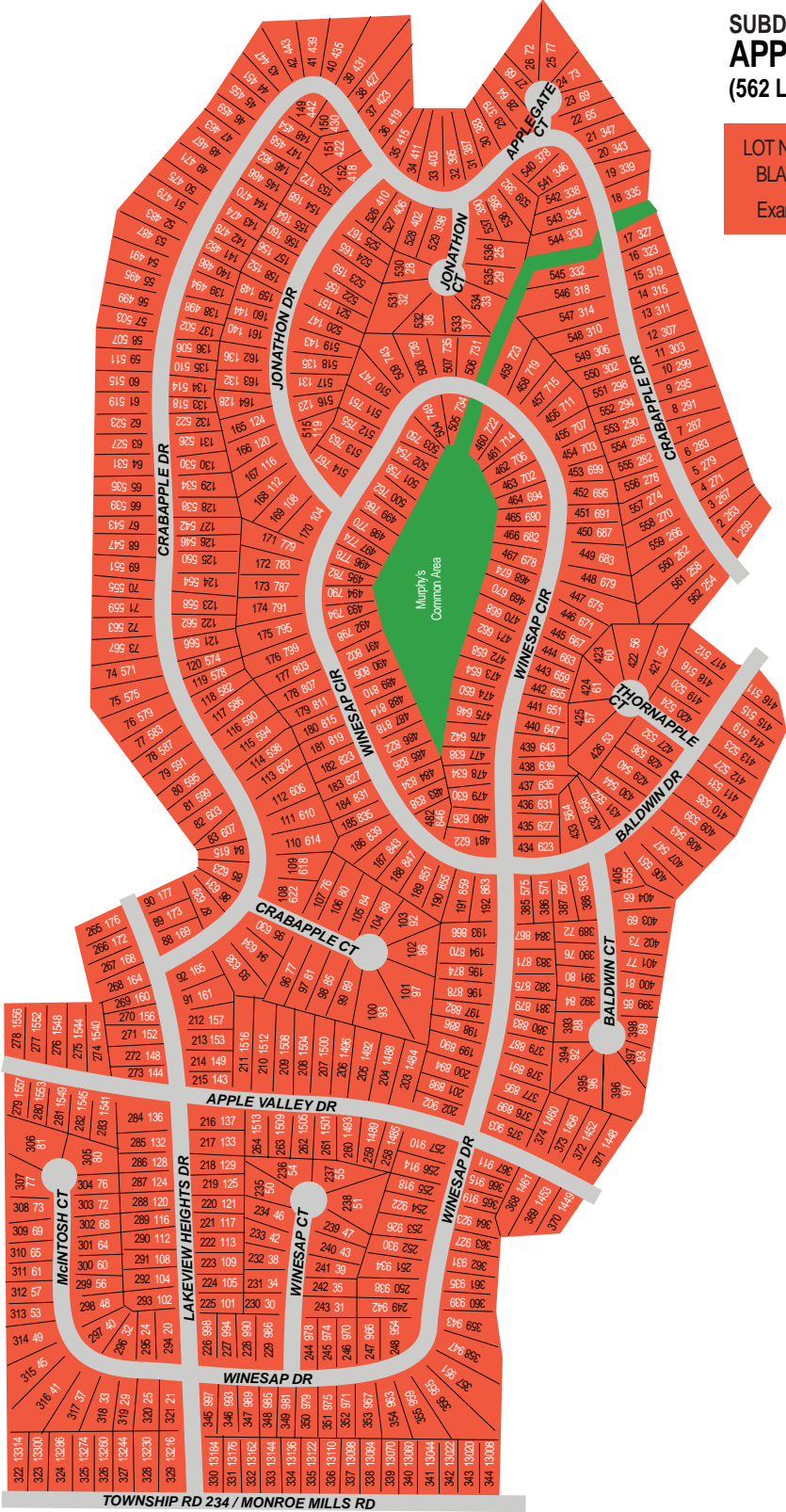
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# Maps

LOT No.#s ADDRESS  
BLACK in WHITE  
Example: 111 827





SUBDIVISION (2)  
**APPLE VALLEY**  
(562 Lots)

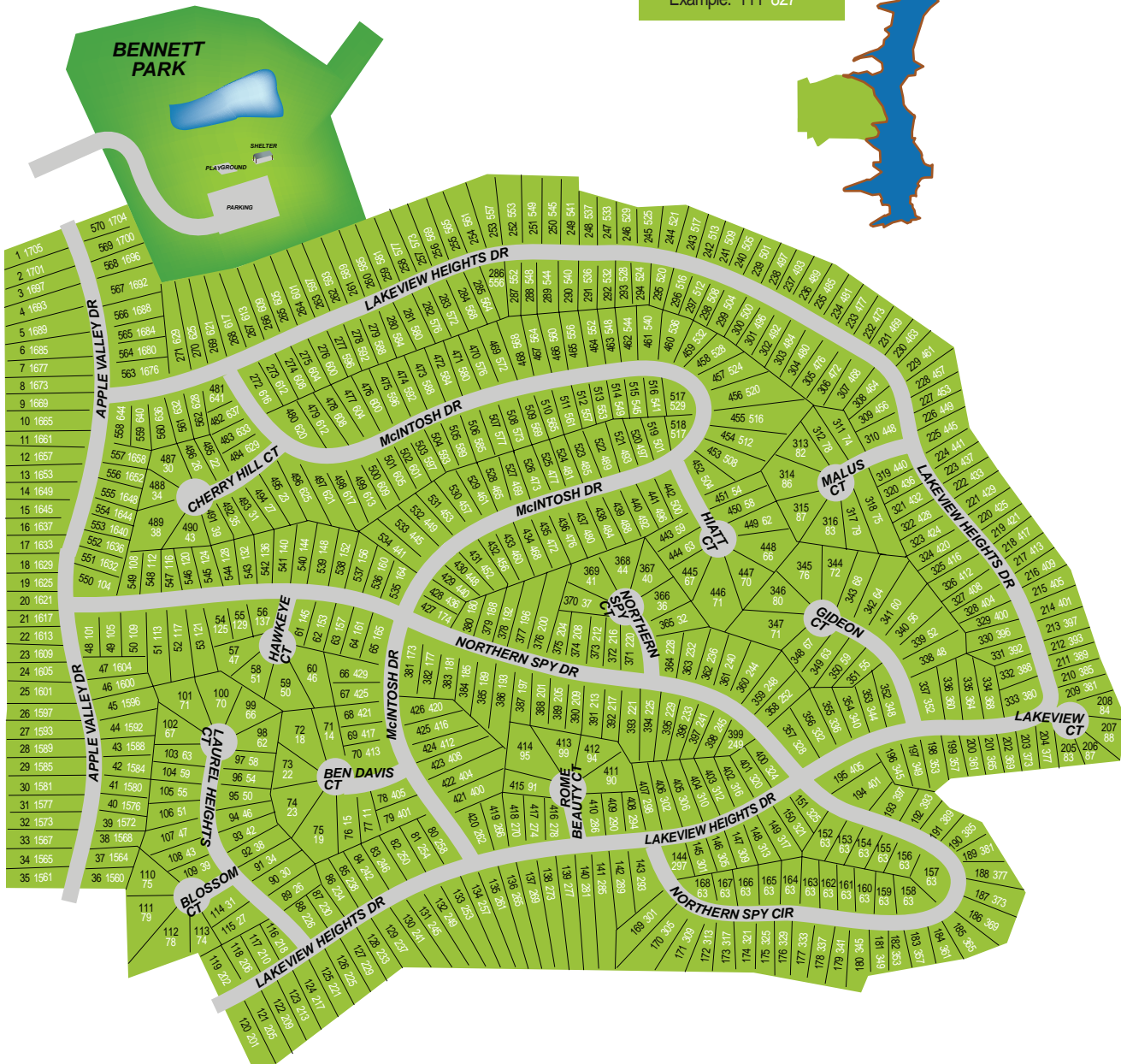
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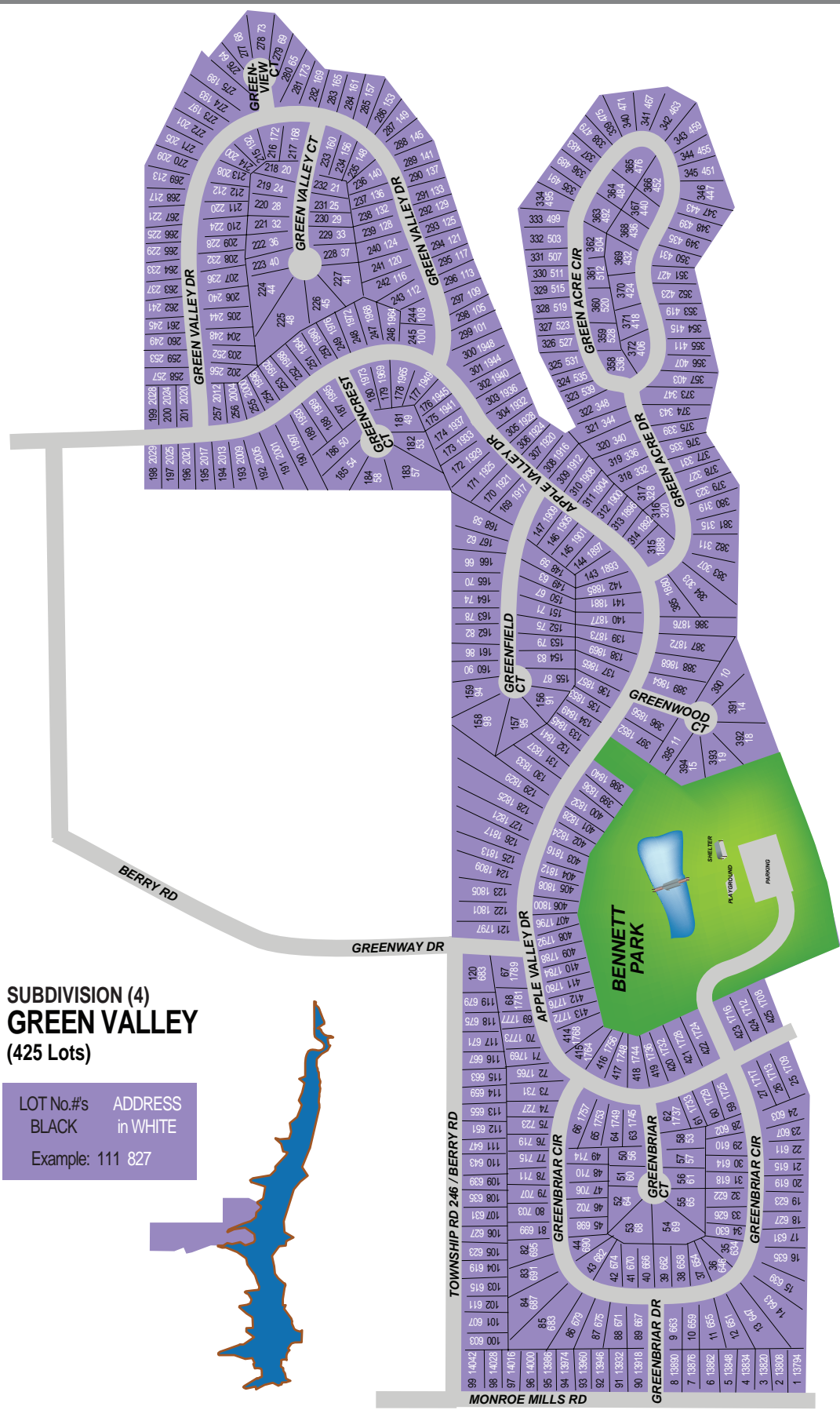




## SUBDIVISION (3) LAKEVIEW HEIGHTS (570 Lots)

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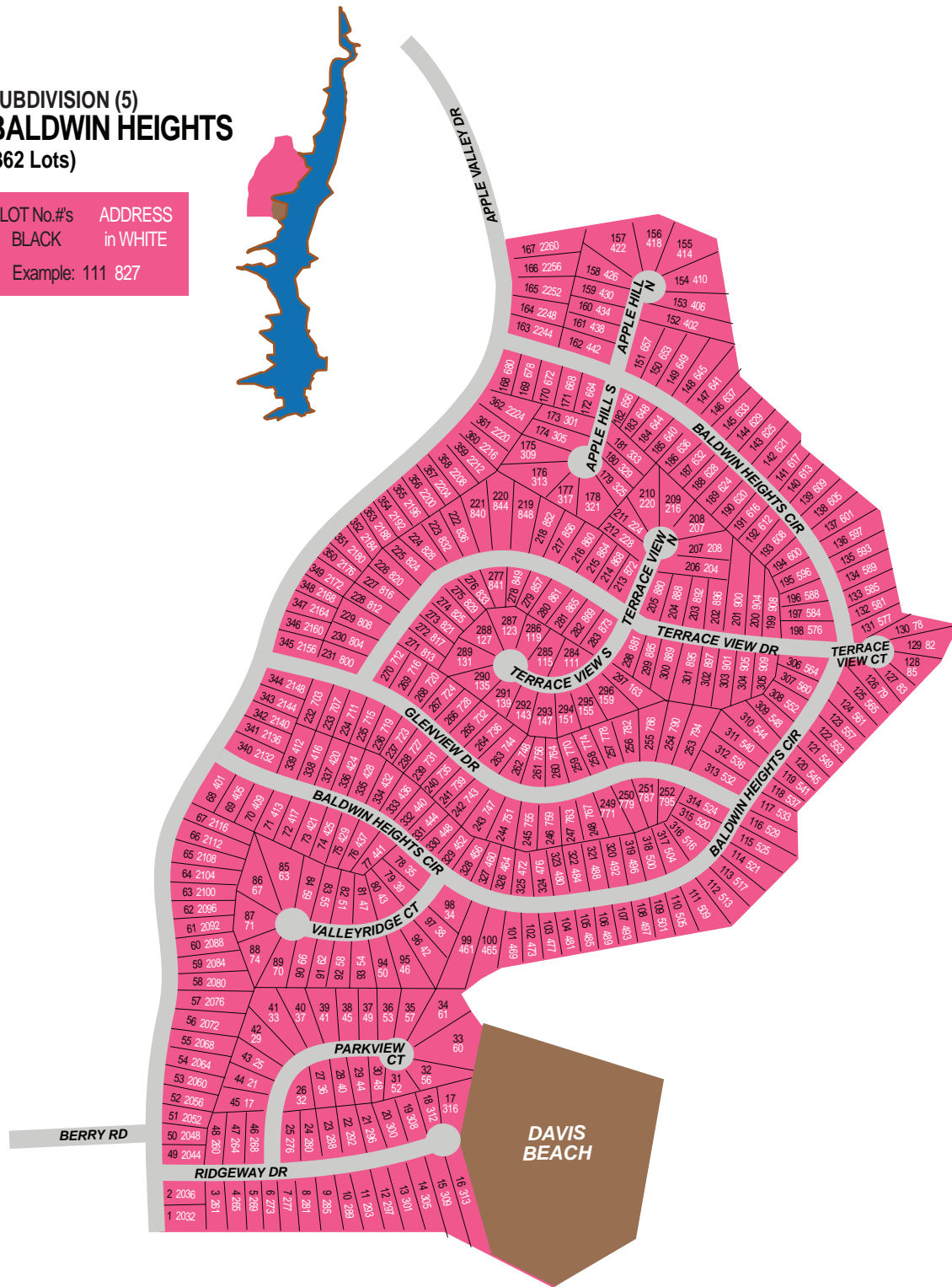




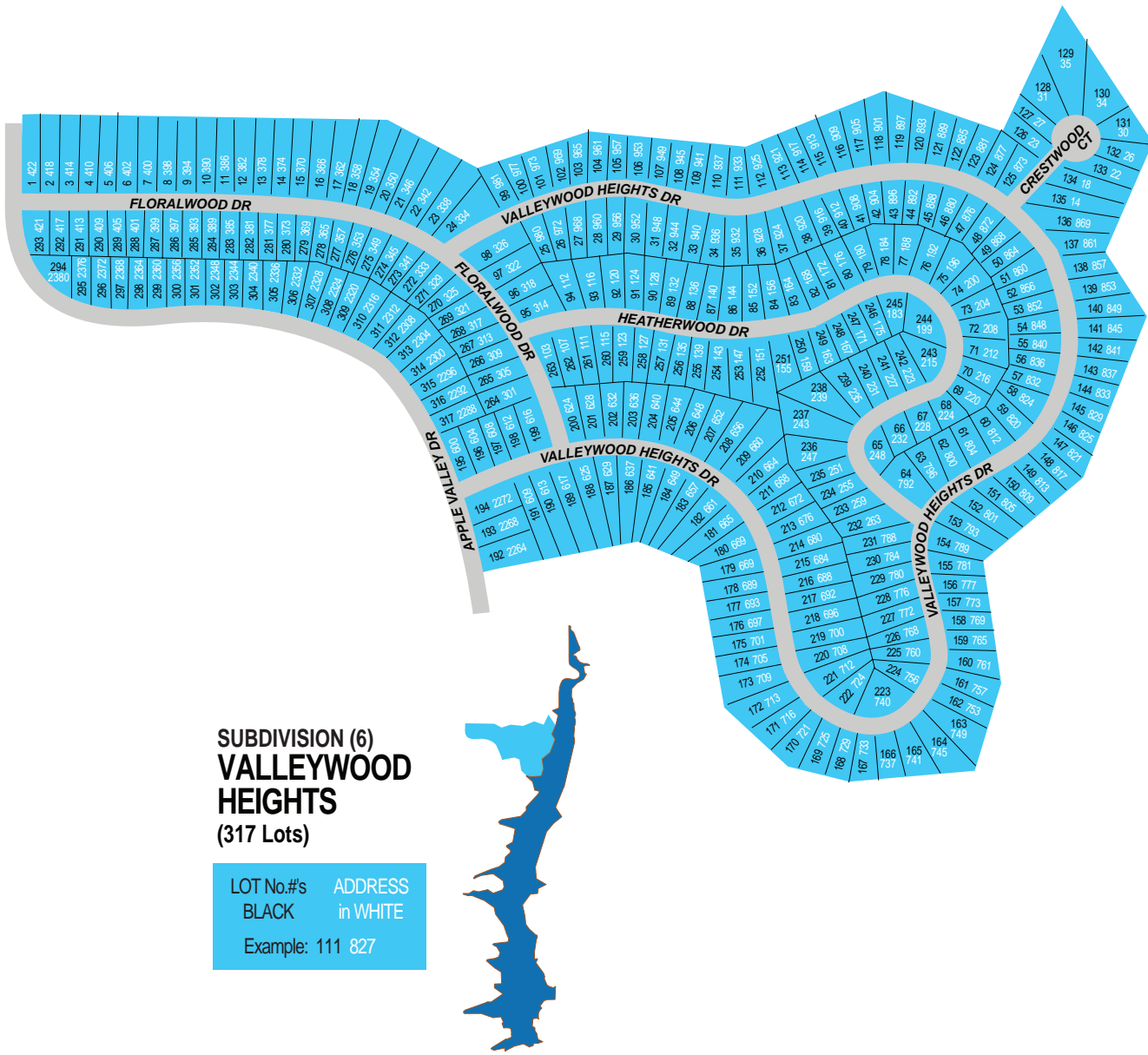
# Maps

## SUBDIVISION (5) BALDWIN HEIGHTS (362 Lots)

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Example: 111 827



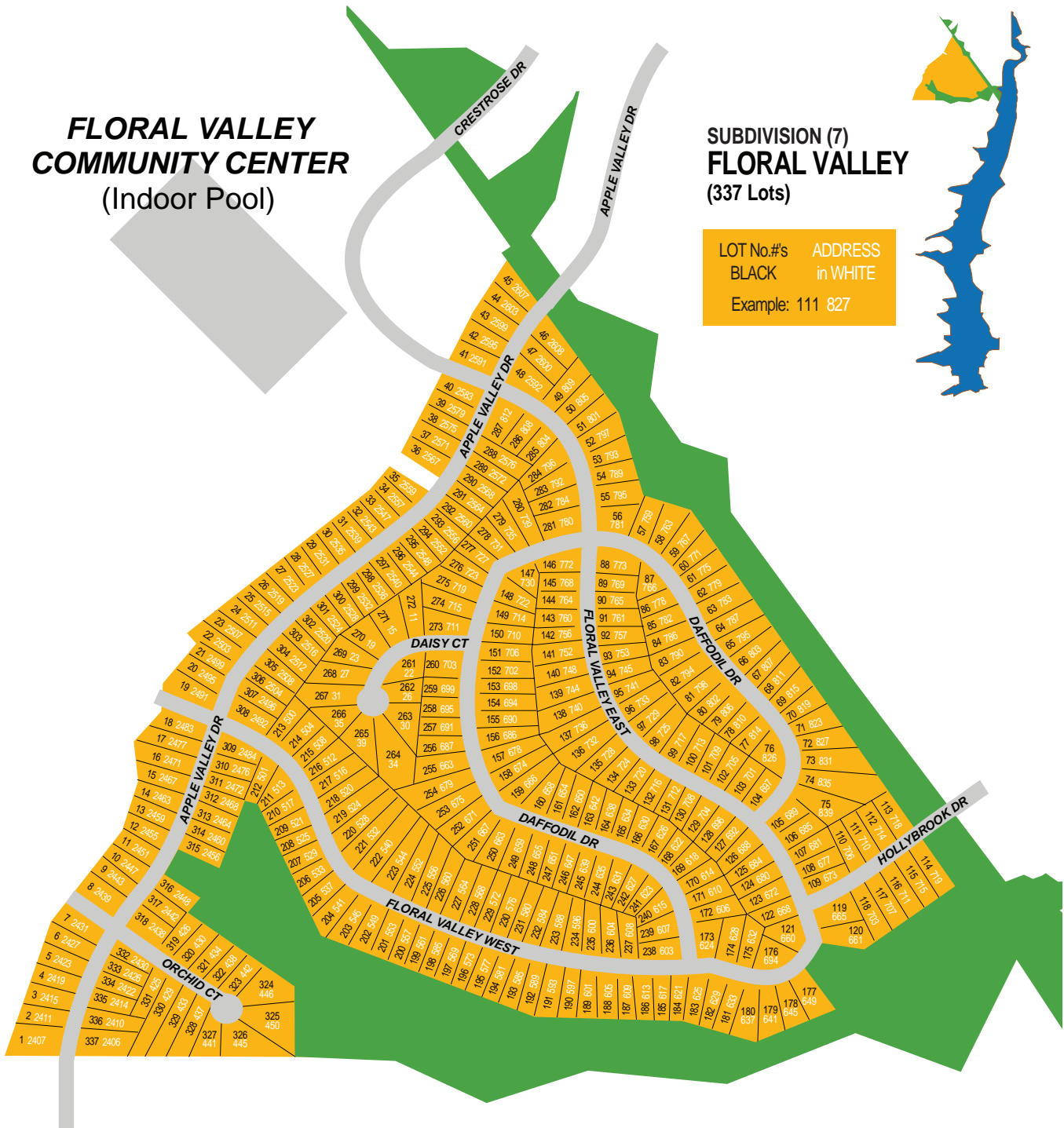


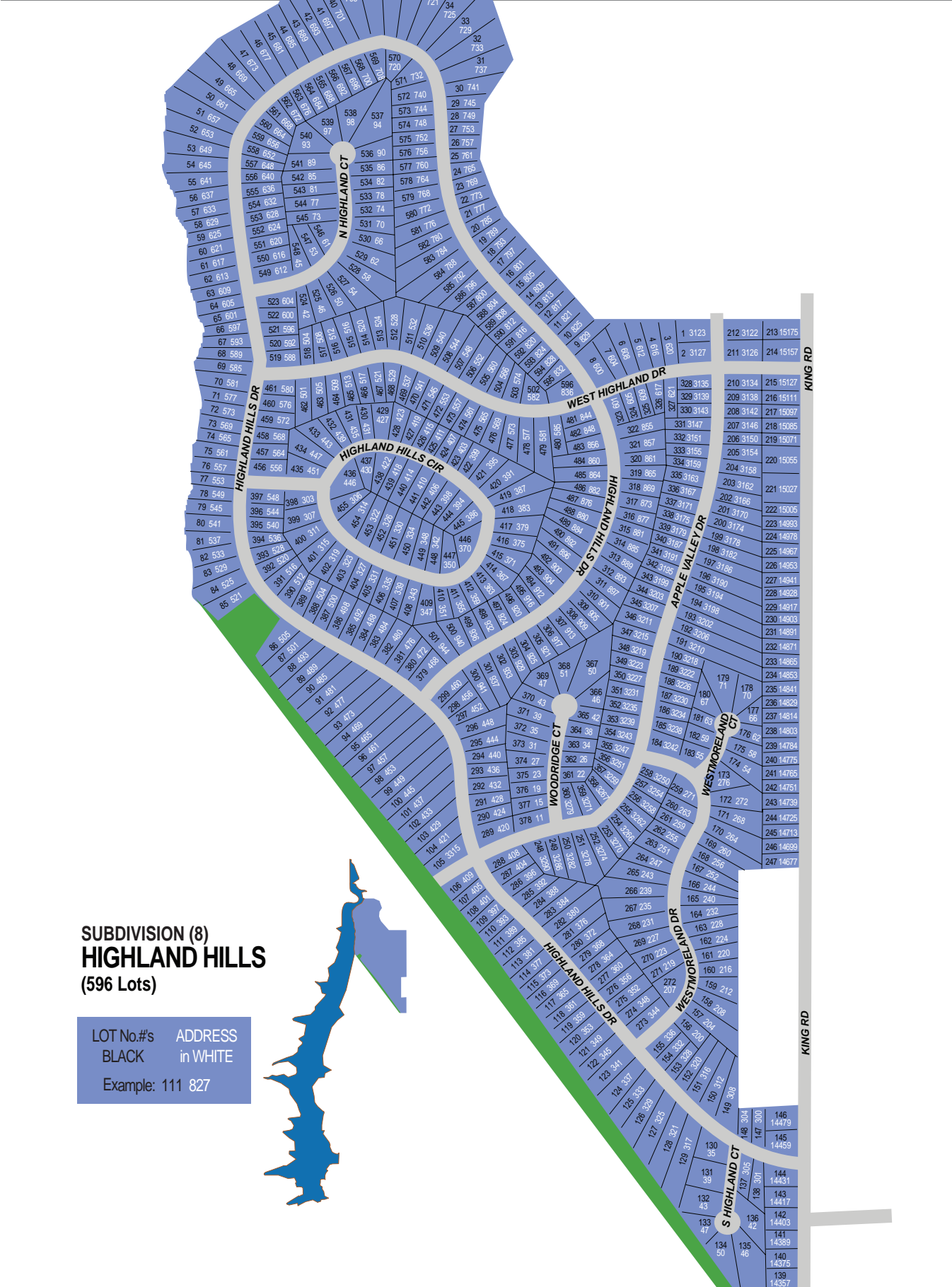
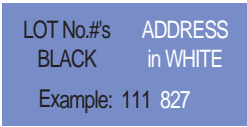


**FLORAL VALLEY  
COMMUNITY CENTER**  
(Indoor Pool)

**SUBDIVISION (7)  
FLORAL VALLEY**  
(337 Lots)

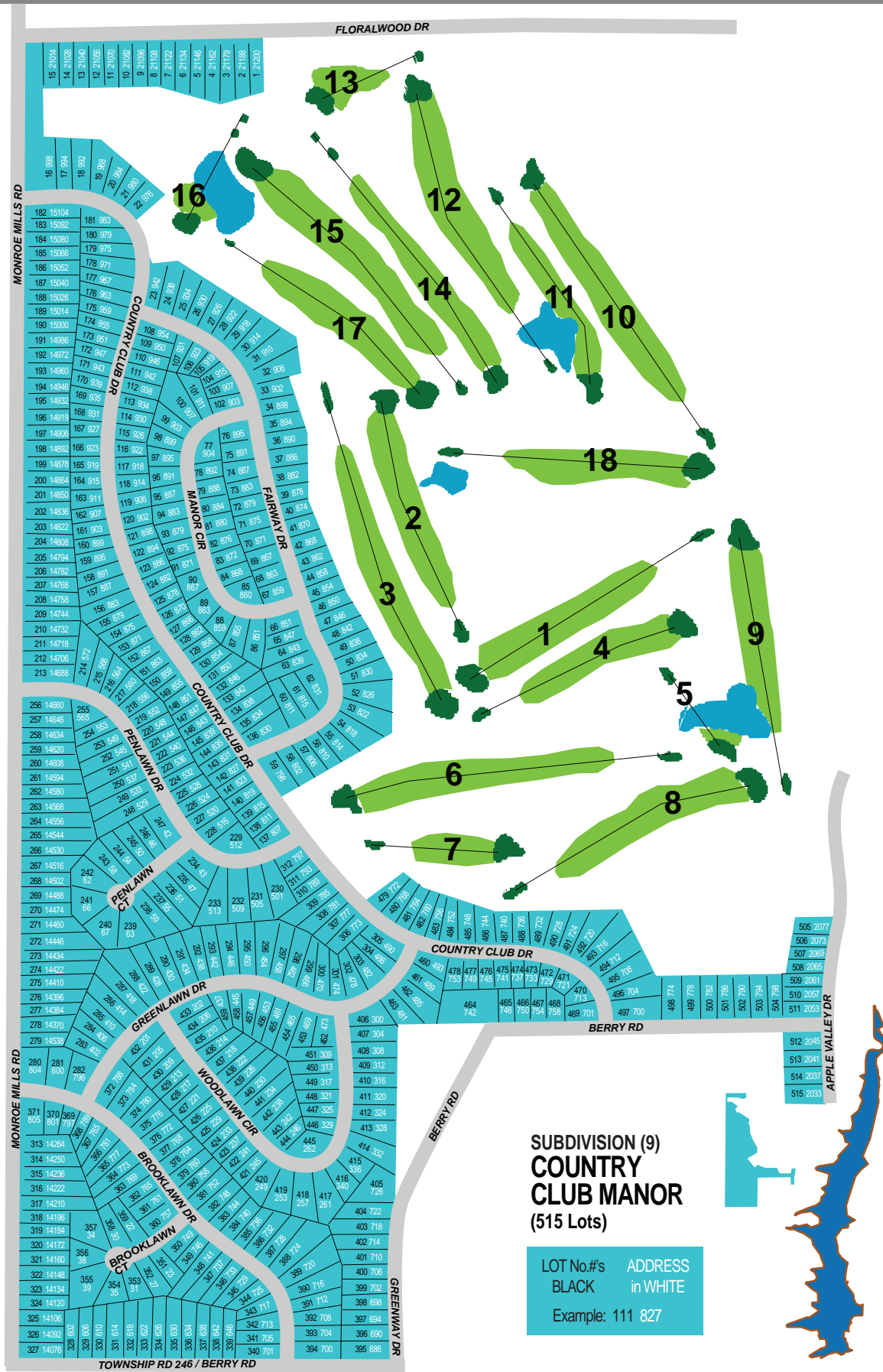
LOT No.#'s ADDRESS  
BLACK in WHITE  
Example: 111 827

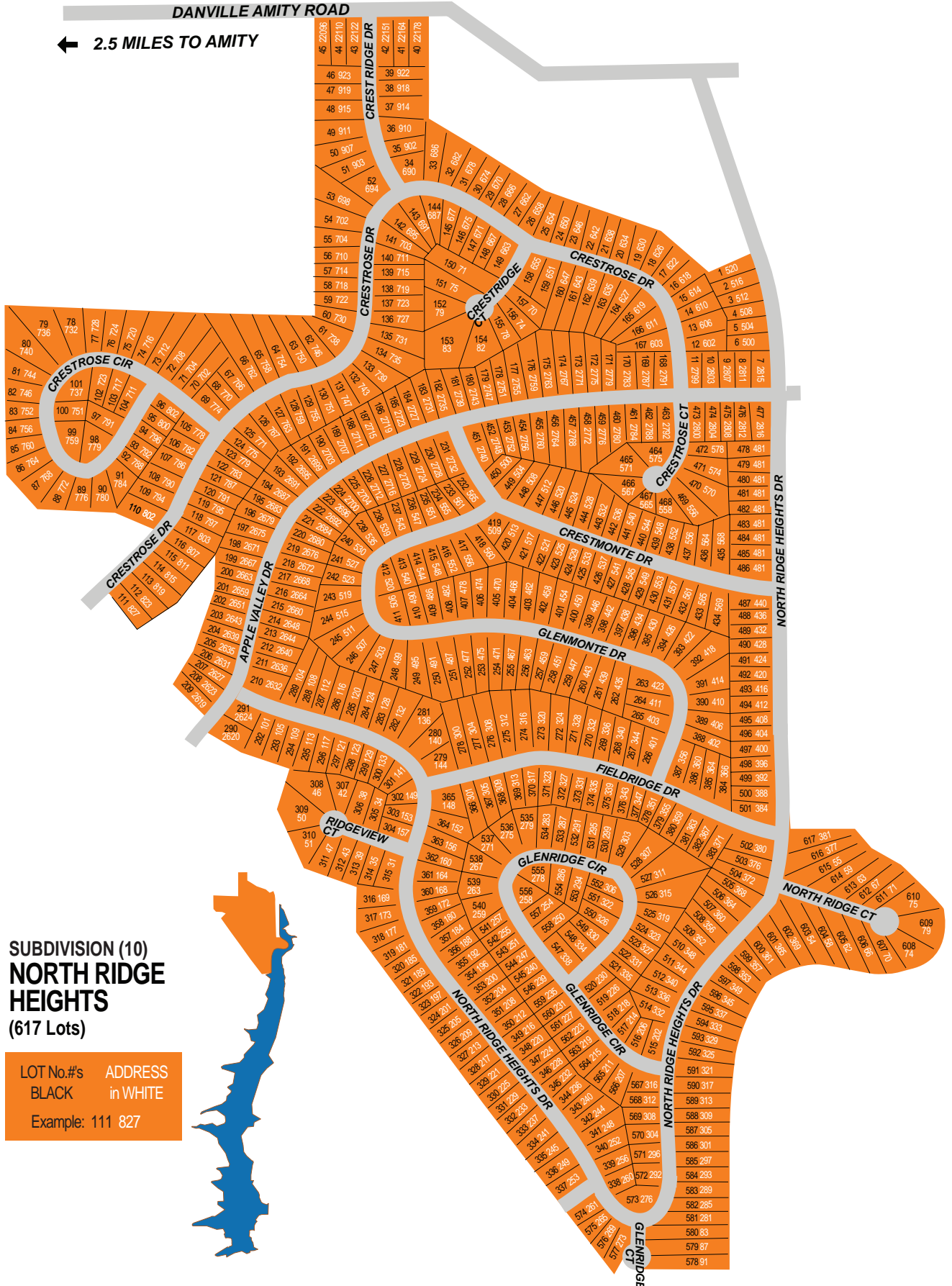


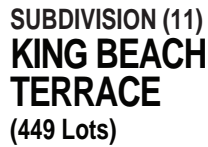




## Maps







LOT No.#'s ADDRESS  
BLACK in WHITE  
Example: 111 827







# Maps

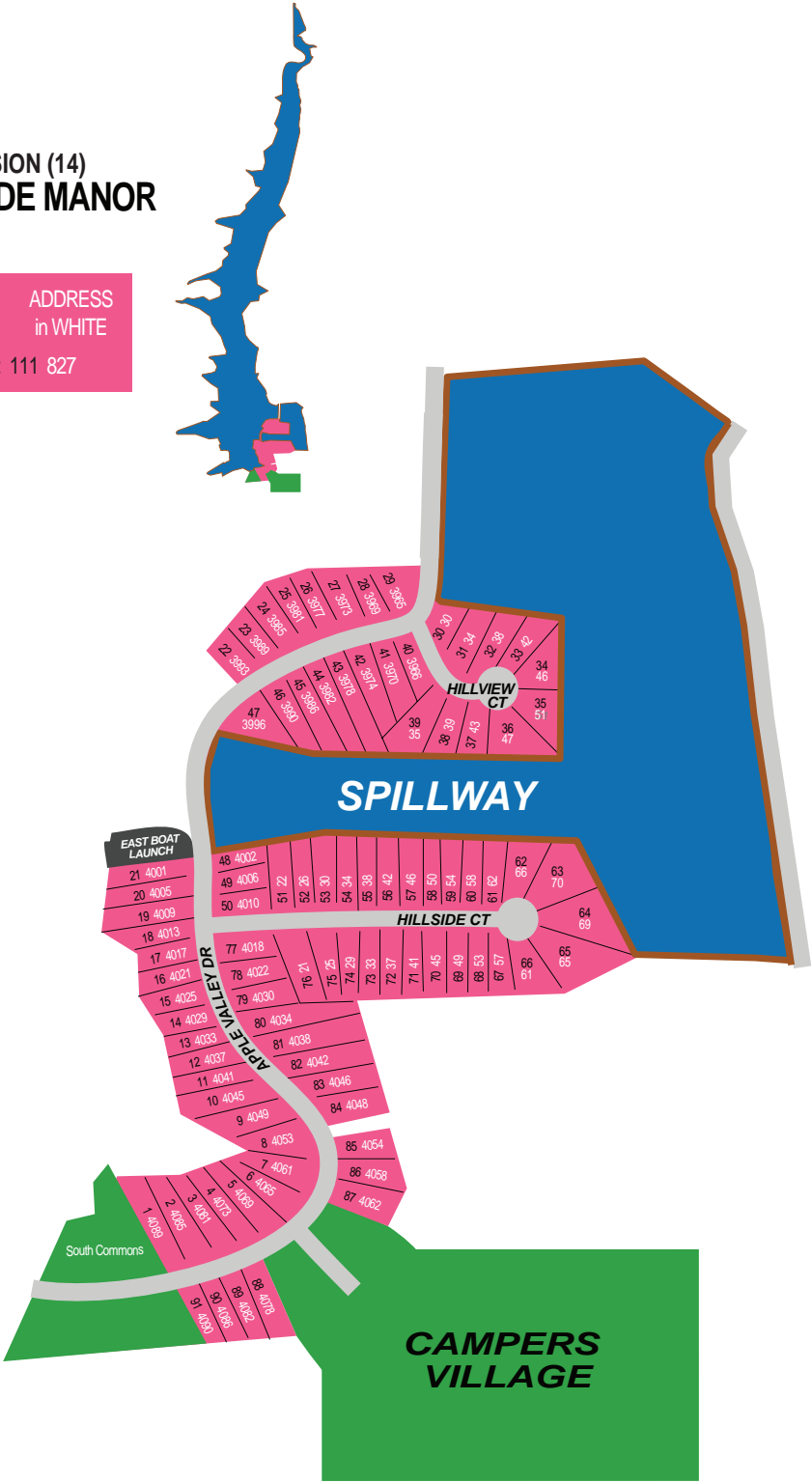
**DANVILLE AMITY ROAD**



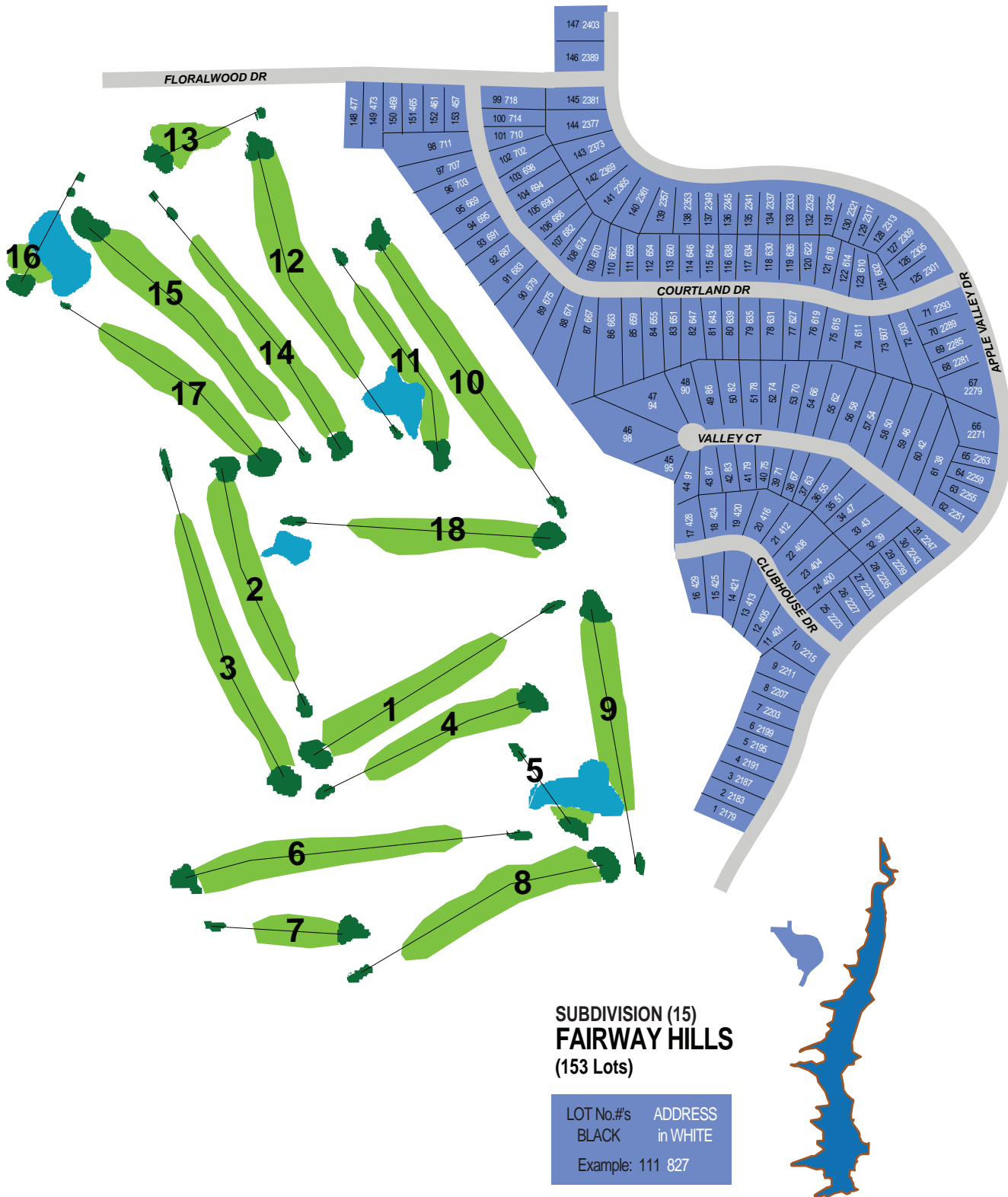
LOT No.#s ADDRESS  
BLACK in WHITE  
Example: 111 827

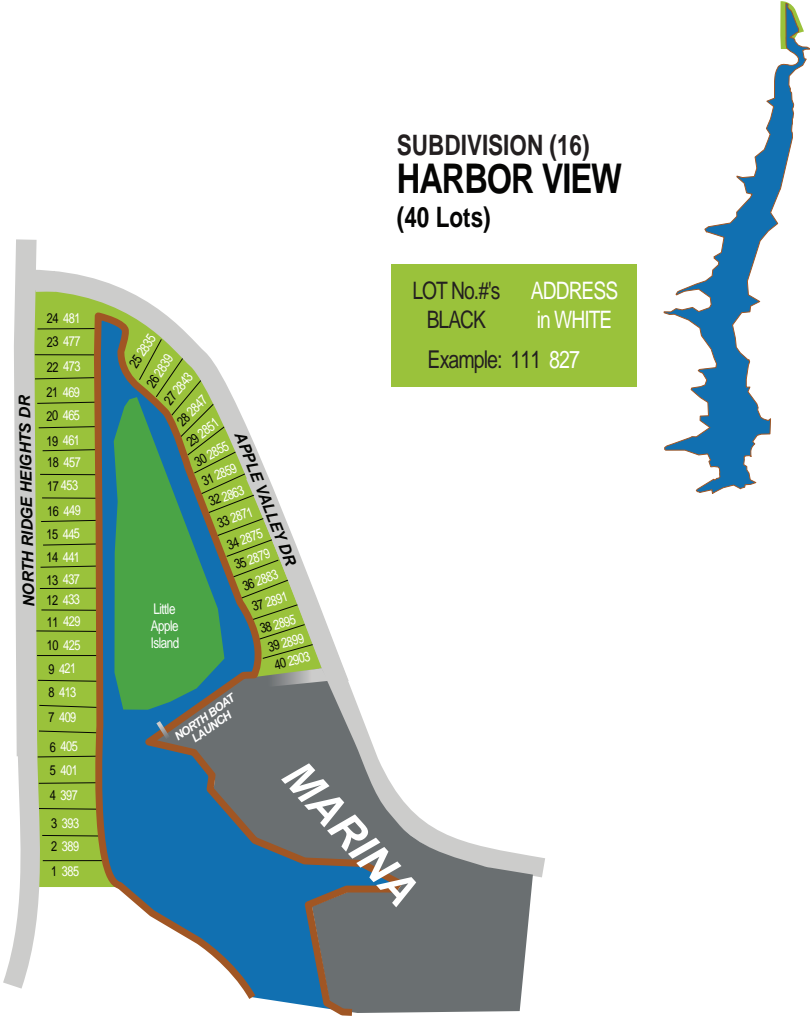
SUBDIVISION (14)  
**HILLSIDE MANOR**  
(91 Lots)

LOT No.#'s	ADDRESS
BLACK	in WHITE
Example: 111 827	













## Road Map Index

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# Apple Valley

Property Owners Association



## Apple Valley Committees and Clubs

### Committees

- Ad Hoc Committees and Task Forces
- Advisory Committee
- Architectural Control Committee
- Auditing Committee
- Budget and Finance Committee
- Campers Village Committee
- Common Properties Committee
- Covenants/Bylaws Review Committee
- Election Committee
- Lake Committee
- Liaison
- Nominating Committee
- Personnel Committee

### Clubs

**Purpose:** Clubs within Apple Valley may be organized by Property Owners for the interests and enjoyment of those Property Owners who wish to become members or participants. Clubs who wish to be covered under the AVPOA liability insurance, thus becoming an AVPOA sanctioned club, MUST comply with the club rules. Any club formed within Apple Valley which does not conform to the stated rules, WILL NOT become sanctioned and thus not covered by AVPOA insurance protection. The following are the current clubs sanctioned by the AVPOA:

- |                           |                            |
|---------------------------|----------------------------|
| • Appealing Quilt Group   | • Garden Club              |
| • Apple Core              | • Girl Scouts              |
| • Apple Valley Singers    | • Holiday Crafters         |
| • Artists in the Valley   | • Johnny Appleseed Bazaar  |
| • Card Clubs/Games        | • Ladies Golf              |
| • Bid Euchre              | • Pickleball Club          |
| • Bunco Club              | • Red Hatters              |
| • Tues. Night Cards       | • Senior Men's Golf League |
| • Mexican Train           |                            |
| • Cub Scouts & Boy Scouts |                            |
| • East Knox Lions Club    |                            |
| • Fish & Restocking Club  |                            |

Contact persons are listed at [www.avpoa.com](http://www.avpoa.com) > Look for Clubs or Committees icon

# Committees & Clubs

## Activities Committee

**Mission:** The Activities Committee assists the Board of Directors and General Manager in planning and operating events for the enjoyment of all property owners.

**Purpose:** As an operating committee, the Activities Committee serves at the pleasure of the Board of Directors. The Committee sponsors and often caters various adult, youth, and child centered events. Success is measured by willingness of property owners to commit themselves to service by creating plans and carrying out AVPOA sponsored events. Volunteers working together is a key element in making this Committee successful.

## Ad Hoc Committees and Task Forces

**Mission:** Ad Hoc Committees and Task Forces are organized by the Board of Directors to convene and complete a given task.

**Purpose:** As temporary Committees, Ad Hoc Committees and Task Forces are established to perform specific tasks for the Board of Directors. The scope of these groups are limited to those areas specifically assigned by the Board of Director Resolutions or Charters and normally function for a period of one year, unless otherwise stipulated. Once their assigned duties are achieved and a final report is submitted and approved by the Board of Directors, the Ad Hoc Committee/Task Force becomes dissolved.

## Advisory Committee

**Mission:** The Advisory Committee communicates with all committees, clubs, and special interest groups. It discusses requests and recommendations, takes action where appropriate, or forwards them to the Board.

**Purpose:** As an operating committee, the Advisory Committee consists of the Chairpersons for all standing, operating, and temporary committees. It meets with the General Manager and Board President, or a Board Member, on a monthly schedule. Each Chairperson, or Committee Representative, reports current activities and future plans. Each Chairperson, or Committee Representative, reports current activities and future plans.

The committee discusses problems and issues affecting AVPOA business with special emphasis on committee cooperation and interaction. Recommendations and suggestions to solve problems and resolve issues can be made to the appropriate committee, Board, and/or General Manager. The outcome of the Advisory Committee meetings are reported to the Board of Directors by the General Manager.

## Architectural Control Committee

**Mission:** The Architectural Control Committee is charged with enforcing the Restrictive Covenants, Bylaws, and Architectural Rules and Regulations controlling constructions by property owners.

**Purpose:** As a standing committee, the Architectural Control Committee is established by the Board of Directors to fulfill the requirements outlined in Article VI of the Restrictive Covenants. Its purpose is to review all construction plans (homes, garages, boat houses, docks, fences, etc.), and approve those that are in compliance with the Covenants, Bylaws, Rules and Regulations.

Those plans that are not in compliance, and the property owner refuses to make changes in order to comply, shall be referred to the Board of Directors with recommendations from the Committee. (The Committee does not have the authority to decline or make a variance of the plans that do not comply with governing documents.) For more precise detail, refer to Article VI of the Restrictive Covenants.

## Auditing Committee

**Mission:** The Auditing Committee is convened by the Board to review and analyze the audited financial condition of the Association annually, or more often if warranted.

**Purpose:** As an operating committee, the Auditing Committee reports the findings of the annually audited financial condition of the

AVPOA and makes recommendations to the Board of Directors at the annual meeting. This committee will also study and make recommendations regarding all financial procedures and controls.

## Budget and Finance Committee

**Mission:** The Budget and Finance Committee reviews, monitors, and questions all AVPOA financial statements, including income, operating expenses, and capital outlay items.

**Purpose:** As a standing committee, the Budget and Finance Committee's authority is limited to; making recommendations to the Board of Directors; assist in the preparation and presentation of the Annual Budget; reviewing the monthly financial statements; and bring perceived problem areas to the attention of the Board of Directors.

## Campers Village Committee

**Mission:** The Campground committee makes recommendations relative to matter of growth and development, safety, maintenance, and the continued prosperity of the facility to the Board of Directors.

**Purpose:** As an operating committee, the Campground committee, will discuss issues and recommendations brought forth by the campers, campground staff, management and Board of Directors. The committee will offer recommendations, solutions and project proposals to the general manager and to the Board of Directors as the need to do so is established. The committee will disseminate those issues and the subsequent disposition of them to the campground population.

## Covenants/Bylaws Review Committee

**Mission:** The Covenants/Bylaws Review Committee examines the Restrictive Covenants and Bylaws, as requested. It also assists in the preparation of other AVPOA publications, when requested. The goal of the Committee is to create user-friendly documents.

**Purpose:** As an operating committee, the Covenant/Bylaw Review Committee operates at the discretion of the Board of Directors. Changes recommended by the Committee, after board review and approval, are subjected to a vote by property owners during the annual election. Committee recommendations are submitted to the Board by April 1st of



each year. The results of the election are made public during the annual meeting in June. Restrictive Covenants change procedures are described in Article VIII, Section 1 and 2. Bylaw change procedures are clarified in Article 14.

## Election Committee

**Mission:** The Election Committee validates the ballots submitted by at the Annual Election.

**Purpose:** As a standing committee, the Election Committee's purpose is best described in Article 11 of the Bylaws. The Committee members are appointed by the Board of Directors to carry on the activities of the AVPOA.

## Lake Committee

**Mission:** The Lake Committee makes recommendations to the Board of Directors on matters of safety, maintenance, and preservation of the quality of Apple Valley Lake.

**Purpose:** As an operating committee, the Lake Committee's authority is limited to making recommendations to the Board of Directors and operates at the pleasure of the Board. This Committee must be concerned with use of lake to include cleanliness, seaweed control, environmental value of the lake, safety of activities, docks and seawalls and fish stocking/population. The Committee shall monitor the condition of the lake and its use by property owners. The Committee makes recommendations to the Board for compliance with laws and regulations published by the State of Ohio Environmental Protection Agency and Natural Resources Division of Watercraft. The State restrictions are supplemented with Apple Valley Lake and watercraft safety rules and other documents prepared with the approval of the Board of Directors. Based on a needs assessment for improvements or additional equipment and structures, the Committee makes recommendations to the General Manager, who informs the Properties Committee of the intended plans, and forwards the recommendations, with Property Committee comments, the Board for consideration.

## Liaison

**Purpose:** The Liaison is a member of the Board of Directors and is appointed by the President as soon as possible af-

ter the Annual Meeting. The Liaison person is the link binding the Board of Directors and their respective committees together. The Liaison is the information line from the Board of Directors to the committees and from the committee to the Board of Directors.

## Personnel Committee

**Mission:** The mission of the Personnel Committee shall be as assigned by the Board of Directors at times needed.

**Purpose:** As a temporary committee, the Personnel Committee shall serve at the pleasure and direction of the Board of Directors. The primary purpose of this Committee is to research or investigate a subject related to personnel/human resources matters, that is assigned by the President. The Committee shall make recommendations back to the Board of Directors regarding the subject in question.

## Nominating Committee

**Mission:** The Nominating Committee assures compliance with Bylaws Article 9.4.2. for Board member candidates before their names are placed on the ballots at annual elections.

**Purpose:** As a standing committee, the Nominating Committee's purpose is further described in Article 11 of the Bylaws. The members are appointed by the Board of Directors, as the requirement arises, to carry on specific functions of the AVPOA in preparation for the Annual Association Elections.

## Common Properties Committee

**Mission:** The Common Properties Committee considers the present use, conditions, and future needs of the Apple Valley Common Properties.

**Purpose:** As an operating committee, the Common Properties Committee's authority is limited to making recommendations to the Board of Directors and operates at the pleasure of the Board. The Committee considers the use of common properties, buildings, and equipment throughout Apple Valley. The Committee conducts site inspections and submits written recommendations to the Board for maintaining and improving selected buildings, equipment, and other facilities within the common properties.

If you would like to join any of the Apple Valley Clubs, visit our website at

[www.avpoa.com](http://www.avpoa.com)

for contact names and numbers, meeting dates, and other information.

## Apple Valley Clubs

### Youth Clubs:

- Boy Scouts
- Cub Scouts
- Girl Scouts

### Sports Recreation:

- Pickleball Club
- Ladies Golf
- Senior Men's Golf League
- Trails Group

### Social & Benefit Groups:

- Apple Core
- East Knox Lions Club
- Red Hatters

### Specialized Groups:

- Appealing Quilt Group
- Apple Valley Singers
- Artists in the Valley
- Fish and Restocking Club
- Garden Club
- Holiday Crafters
- Johnny Appleseed Bazaar

### Card Club and Games:

- Bid Euchre
- Bunco Club
- Tuesday Night Cards & Games



# Apple Valley

Property Owners Association



## Facilities

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# Facilities — Rules for All Common Areas



These rules apply to any properties designated by the board and all common areas as defined in Article 1 of the restrictive covenants that states, "common properties shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of owners of the property." Bylaw 1.6 states, "Common Properties" means and refer to the Lake and those areas of land shown on any recorded subdivision lot, including any buildings or other facilities and improvements thereon, and include any so designated properties subsequently acquired by the Association and intended to be devoted to the common use and benefit of the owners of the property."

Article 4 section 3 of the restrictive states in part, "the rights and easements of and enjoyment created hereby shall be subject to the following:"

(c). The right of the Association, as provided in its article and bylaws, to suspend the enjoyment rights of any member for a period during which

any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules and regulations; and

(d). The right of the Association to charge reasonable admission and other fees for the use of the common properties."

## General Rules

- A. Members need to be aware that additional rules may apply for specific common areas..
- B. Member must carry valid Association identification
- C. A family unit is permitted guests and is required to be with them at all times while on the common properties.
- D. The family unit is responsible for the conduct of their guests.
- E. Members under 12 years of age need to be under adult supervision or supervised by a member 15 years of age or older.
- F. Members must comply with all covenants, bylaws and rules and the direction of staff.

G. No Person shall do any of the following:

- a. engage in fighting, threatening harm to persons or property, or act in a violent manner;
- b. make offensive course utterances, gestures, or communicate unwarranted and abusive language
- c. Engage in conduct that is offensive to others.

H. Members are required to comply with posted hours of operation regarding the specific common areas.

I. Golf Carts/Under Speed Vehicles on Common Areas are allowed with the requirement that a handicap placard must be displayed at all times and the handicap individual must be in the golf cart/under speed vehicle at all times while the vehicle is being operated.

J. Violations of the restrictive covenants, bylaws, and rules and regulations may result in actions by the Association included but not limited to assessing fines, penalties, and/or revocation of privileges.

## Liability

The Association shall have no liability for the safety or actions or inactions of a member or their guests with respect to the common area. Members and guests waive and release any and all rights and claims against the Association, its Board members, staff members, volunteers, and representatives in consideration for their use on the property. The liability for damage or theft from or to personal property, rests solely with the owner of said property.

HELPFUL INFO @ YOUR FINGERTIPS  
visit [www.avpoa.com](http://www.avpoa.com)



## Sign Up for Knox County Alerts

In the event of an emergency or severe weather, an alert will be sent by voice, text, and/or email to the number provided by you. Additionally, you may request other types of notifications impacting your location. If you scroll down far enough, you will see Apple Valley Property Owners Association and given the choice to sign up for Lake Conditions and/or Community Events and Notices (such as pool closings).

This is a free service provided by Knox County; however, normal messaging fees may be applied by your service provider. To receive text messages to your cell phone, your cell phone must have text messaging capabilities.

NOTE: Knox County cannot guarantee notifications will be received by the intended recipient as notifications are dependent upon external providers (phone carrier, cell phone provider, email service, etc.) By registering, you will not receive unsolicited calls, and neither the County nor its system vendor will sell or otherwise provide your information to others.

When registering for the website, please use your mailing address on file with the Post Office.

Property owners that register will receive "What's Happening" emails to keep you up on Apple Valley events and special notices, in addition to having access to more information such as Board Members, Minutes, Architectural Reports, Knox Co. Sheriff's Office reports under Neighborhood Watch, Member News, etc.

## Other information you will find helpful:

- **Facility Information** including Addresses, Phone Numbers, Hours and Calendars
- **Maps**- Road and Subdivisions as well as Google directions
- **Members Handbook**
- **Forms, Fees, & Rules**
- **Road Maintenance and Township Officials**
- **Trash, Utility Services, Recycling Options**
- **Committees and Clubs**
- **Sunset/Sunrise Times**
- **Post and view Garage Sales**
- **Pet Directory**
- **Change of Address Notice**
- **Apple Valley Clubs and Committees**
- **Cider Press Publication** issues and online form submissions

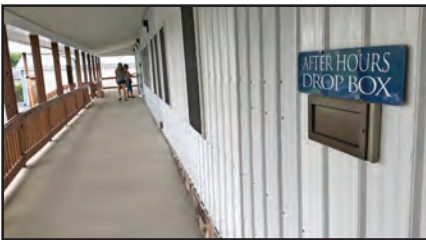


# Facilities — Administration Office



## After Hours Drop Box and Recycling Bins

Regular business hours are Monday-Friday and are posted on the doors. An after hours drop box is located at the end of the ramp to accommodate those wishing to drop off paperwork, payments, or forms that do not require assistance from office personnel.



Recycling bins are located across from the basketball court. Any material left outside collection containers is considered litter/illegally dumped subject to prosecution. (ORC 3767.32)



## Basketball Court

Located on Hasbrouck Circle adjacent to the AVPOA Office.



There is a large color-coded map of all the lots and subdivisions in Apple Valley, two public restrooms and a waterfountain in the lobby of the Administration Office.

You can pick up a copy of the **Cider Press**, HOMES magazines, as well as area travel brochures here.

**113 Hasbrouck Circle  
Howard, OH 43028**

**PH: 740-397-3311 | FX: 740-397-2927**

The Apple Valley Property Owners Association (AVPOA) Office doors are located to the left of the historic white barn.

**Directions:** From the front entrance, turn right on Apple Valley Drive then right on to Hasbrouck Circle. The driveway will be on your right.

## Lobby



## Main Office

Here you can:

- Pay your assessments and/or renters fees
- Obtain your property owner ID card and family passes
- Purchase a fitness membership and access card
- Purchase boat decals
- Request forms and documentation
- Rent Apple Valley facilities
- Make beach shelter reservations (when in-season)
- Conduct Cider Press publication business



## Conference Room

The conference area is used for open board and committee meetings throughout the year.





# Facilities — Apple Valley Lake

## Located in Howard, Ohio

Apple Valley Lake is for the enjoyment of Apple Valley property owners and their guests.

### Statistics

The lake is 3.25 miles long. There are 9.25 miles of shoreline, one mile of which is common area (for all property owners). This man-made lake reached full pool by Spring of 1972 and is formed by Little Jelloway Creek, various active springs and drainage from the surrounding areas. The lake measures approximately 511 acres and has an average depth of 30 feet. **WARNING:** In the winter, if the lake is frozen, the ice may not be safe, proceed at your own risk.

#### LAKE CONDITION SIGNAL FLAG LOCATIONS

**South & East Boat Launches,  
Marina, Club House, & Davis Beach.**

#### SIGN UP FOR ALERTS! [www.avpoa.com](http://www.avpoa.com)

Select "Alerts" blue icon (on homepage). To receive alerts select **Knox County Alerts**. In the event of an emergency or severe weather, an alert will be sent by voice, text, and/or email to the number provided by you. Additionally, you may request other types of notifications impacting your location. If you scroll down far enough, you will see Apple Valley Property Owners Association and given the choice to sign up for Lake Conditions and/or Community Events and Notices (such as pool closings).



### Boating

Many property owners enjoy boating on the Apple Valley Lake for leisure, water skiing and fishing. All boats must have Ohio registration and Apple Valley decals. You can obtain Ohio registration at the Apple Valley Marina and Apple Valley decals at the AVPOA office or the Apple Valley Marina. All kinds of boats (except houseboats & submarines) are permissible on Apple Valley Lake (See boat size restrictions in LAKE RULES on next page). There are four boat launches and several common docks for temporary docking.



### Swimming

There are three beaches available for swimming: Sutton Beach, Davis Beach and King Beach. If you prefer pool swimming, Apple Valley has an indoor pool at Floral Valley Community Center and an outdoor pool at the Club House.

All watercraft requires state registration as well as current AVPOA decal.



### Fishing

Fishing is a very popular hobby at Apple Valley Lake. You must have a fishing license to fish at Apple Valley. The closest places to obtain a fishing license are the Apple Valley Marina, Wal-Mart or Pier 36. The lake was originally stocked in 1974 and 1975 with Walleye, Brown Trout, Rainbow Trout, and Channel Catfish. The lake is restocked yearly by the Apple Valley Property Owners Association and the Apple Valley Fish & Restocking Club. Walleye, Saugeye, Small and Largemouth Bass make this a premier lake for sport anglers. Crappie, Shellcrackers, Bluegill and Yellow Perch are plentiful for family fishing. The Fish Club in conjunction with the Lake Committee asks that all Crappie caught being under 9 inches in size be released back into the lake.

The Lake is provided for the enjoyment of all members in good standing and their guests. The State of Ohio has legal jurisdiction of the waterway and enforcement of State laws on the Lake, and Apple Valley Property Owners Association staff has the right to enforce the Rules and Regulations of the Association with respect to the lake area as well. Members and their guests must conduct themselves in a safe and lawful manner and abide by the following:

## I. Requirements for Access & Operation of Watercraft

- A. All watercraft shall:
1. Have Association permit decals affixed to the hull in the manner prescribed.
  2. Have State registration numbers and current State registration tag affixed to the hull in the manner prescribed.
  3. Comply with the Ohio Revised Code (ORC) and Ohio Administrative Code (OAC).
  4. Have a member in good standing on board at all times.
  5. Have on board a current property owners card, and (if required by ORC) certificate of successful completion of boating course or proficiency examination, and show willingness to share these items with Association staff and law enforcement agencies.
- B. Be currently titled in the name of a current property owner in good standing.
- B. All persons operating watercraft are to abide by the rules and regulations set forth by the ORC, OAC and the Association.

## II. Association Watercraft Permits

- A. There are four categories of permits:
1. Annual – issued each year for each watercraft.
  2. Temporary – issued for a maximum of seven days.
  3. New Boat – issued for a maximum of 30 days while awaiting State registration.
  4. Special Event – issued to a watercraft participating in a special event recognized by the Association.
- B. Any of the above-mentioned permits may be obtained at the administration office.

**After January 1, 2023, any ownership transfer by deed will be permitted a maximum of four (4) watercraft permits per lot with no more than one (1) being a \*\*powercraft.**

**Any transfer of ownership by deed that has happened prior to January 1, 2023 shall remain with the maximum of four (4) watercraft permits per lot, with no more than two (2) being a \*\*powercraft.**

**\*\*Powercraft** means any vessel propelled by machinery and/or fuel".

## III. Size Restrictions for Watercraft

- A. Maximum length for mechanically powered craft is twenty-one feet six inches (21'6") (exception is pontoon boats) as stated on current state registration.
- B. Maximum length for pontoon boats is twenty-eight feet (28') as stated on current state registration, inclusive of pontoon tubes.
- C. Maximum horsepower on all boats with outboard motors is limited to a single engine with the primary engine not to exceed 300 horsepower and a secondary engine not to exceed 25 horsepower for trolling motors.
- D. Maximum length for non-mechanically powered craft is twenty-eight feet (28') as stated on current state registration.
- E. Maximum beam for all watercraft is eight feet six inches (8'6") at the widest point.
- F. No houseboats, regardless of type, are permitted.

## IV. Safe Watercraft Operation

Definitions Used:

"Idle speed" means the slowest possible speed needed to maintain steerage or maneuverability.

"No Wake" has the same meaning as "idle speed"

- A. No wake areas:
1. Within eighty feet (80') of any shoreline.
  2. Within fifty feet (50') of any designated swimming areas.
  3. Within fifty feet (50') from watercraft engaged in fishing.
  4. Within fifty feet (50') of any downed skier or like individual engaging in a towed activity.
- B. No wake hours for the entire lake are between sunset and sunrise.
- C. All watercraft will travel in a counterclockwise pattern around the Lake, except at no wake speeds.
- D. No "rooster-tail" devices on any watercraft except personal watercraft (PWC).
- E. Scuba diving from boats is permitted only in no wake areas.
- F. Swimming outside of designated areas is at your own risk.

**G. No Wake Boarding or Wake Surfing is permitted within eighty (80) feet from a no-wake zone.**

## V. Lake Use Restrictions

- A. The use of the lake may be restricted during periods of abnormally high water or other reasons.
1. Lake condition signal flags are posted at five common area locations\* around the lake. All watercraft operators are requested to observe the condition flags, or call the Association administration office for clarification prior to operating watercraft on the lake.
  2. Flag colors/meanings are as follows:

**Green – Full boating, no restriction**

**Yellow – Idle speed only (see above definition of "idle speed")**

**Red – Lake closed, no boating**

- B. No para-sailing is permitted.
- C. The Association Ski Club maintains a portable slalom course that may be positioned on the lake a few days of the year. Only ski-type boats with slalom water-skiers are permitted to use the course. Others should stay clear of the course when it is not in use and, as a matter of courtesy, maintain no wake speed in the area around the course when it is in use.
- D. All watercraft operators must abide by regulatory buoys or signs.
- E. AVPOA prohibits use of hydro-jet devices (i.e. jet lifts, flyboards, jetovators, jet bikes, etc.), and mechanized submersible watercraft (aka: submarines) in or on Apple Valley Lake.

## VI. Anchoring and Docking Restrictions

- A. Beaching of watercraft on common property is only permitted in posted areas.
- B. Do not leave watercraft anchored, tied or docked at launch areas any longer than necessary to park tow vehicles.
- C. No overnight docking, anchoring, beaching or mooring at any Association common areas.
- D. No overnight sleeping on any watercraft on the lake.
- E. None of the following are permitted to extend beyond the length of the dock into the lake after sunset or obstruct the ability to navigate the waters of Apple Valley:
1. Swim Platforms
  2. Inflatable recreation devices including but not limited to; trampolines, towables, party islands, floats, mats, lily pads, and water toys.
- F. Designated swim areas created by members are temporary and need to be removed when not in use or no later than sunset.

## VII. Parking and Storage

- A. Storage is available at the Marina pursuant to the current fee schedule.
- B. No watercraft or watercraft trailer storage is permitted at a launch site for more than twenty-four hours.

## VIII. Security

- A. The family unit is responsible for the conduct of their guests.
- B. All property owners are encouraged to report violations of these rules that they witness to the Association office, sheriff, or a member of the lake patrol. It would be most helpful if you could obtain the registration number, Association registration year and number, and site of the violation. A call made to the sheriff's office will most likely result in a page to the deputy on duty on the Lake. Please DO NOT call 911 unless an injury, accident or emergency situation has occurred.



# Facilities — Boat Launches



## South Boat Launch (1)

Launch closest to the front entrance of Apple Valley and Sutton Beach. It is located on the corner of Apple Valley Drive and Baldwin Drive. There is a paved parking lot for your car and trailer.

**Directions:** From the front entrance, turn left onto Apple Valley Drive. You will see it on your right before Baldwin Drive.



## East Boat Launch (2)

Located on Apple Valley Drive next to the spillway on the east side of the lake. There is a paved parking lot for your car and trailer.

**Directions:** From the front entrance, turn right on Apple Valley Drive. Go approximately 1.5 miles and you will see it on your left.

## Permit Parking Only

### Current Identification Stickers for Trailers

Trailers must be properly identified with the current year's decal that are issued by AVPOA when purchasing your boat decals.



### Fines

If your trailer is found *without the current decal* on property under the control of the Association, your trailer will be secured with a boot. You must contact the office 740-397-3311 and pay the current fine in order to have it removed. All fines must be paid with cash only.

The purpose of this device is to further enhance the rights of enjoyment of members, while making additional efforts to prevent those who are not members in good standing of the Association to use common areas.

## Marina Boat Launch (3)

Located on the north side of the lake at the Marina. Once inside the entrance gate\* at the Marina (off of Apple Valley Drive), continue straight into the parking lot and you will see the boat launch to your right. The Kayak launch is on the opposite side closer to the docks.

**\*Members that wish to gain access to this gated area when the Marina is closed will be required to have an access card issued from the AVPOA Office or Marina.**

**Directions:** From the front entrance, turn right on Apple Valley Drive and go approximately 5 miles and the Marina will be on your left.



## Launch Locations

### Marina Kayak Launch (3)





# Facilities — Lakefront Common Area & Docks



(1) Common docks located on south side of lake on Apple Valley Drive before you get to Campers Village.



(2) Lakefront common area located on Crabapple Drive.



(3) Common area in a cove located on Northern Spy Circle.



(4) Common area in a cove located on Lakeview Heights Drive.

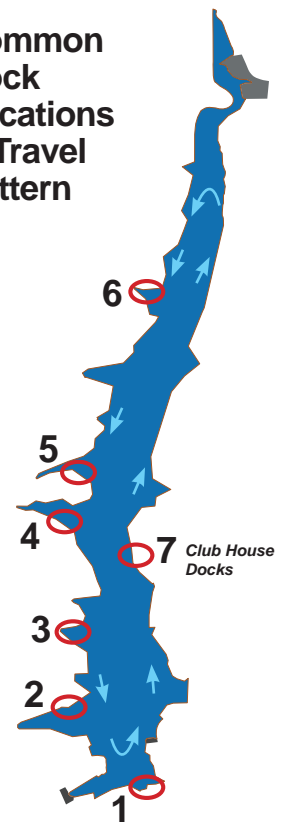


(5) Lakefront common area located on Greenacre Circle.



(6) Lakefront common area located on Valleywood Heights Drive.

## Common Dock Locations & Travel Pattern



## KEEP RIGHT!

All watercrafts, including boats, personal watercrafts, non-powered boats, etc. must travel in a counterclockwise pattern around the lake.

**No-wake hours on Apple Valley Lake are from sunset to sunrise.**

See [www.avpoa.com](http://www.avpoa.com) >

**Facilities > Lake for times.**



# Facilities — Marina



**2925 Apple Valley Drive  
Howard, OH 43028**

**PH: 740-397-4508   [www.avpoa.com](http://www.avpoa.com) > Facilities**

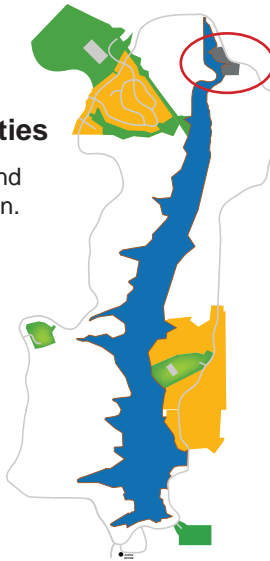
The Apple Valley Marina is a full service Marina owned and operated by the Apple Valley Property Owners Association.



## Marina Sales and Service

The Marina store is fully equipped with bait, tackle, rods and reels, gas, oil, service parts for boats and trailers, safety equipment, life jackets, water sports equipment and accessories, Apple Valley apparel, snacks and beverages.

Docking, outside and off-site inside storage, winterization, de-winterization, boat repair, oil changes, refueling and other services. The Marina has docking and tie ups. There are two gas pumps accessible by boat to refuel.



**Directions:** From the front entrance, turn right on Apple Valley Drive and continue approximately 5.5 miles. The entrance to the parking lot will be on your left.



## Rentals:

Property owners in good standing may rent pontoons. See pricing on Sec1-6.

### ***Here you can also:***

- Pay your assessments
- Obtain your boat decals and state registration for watercraft
- Obtain your property owner ID card or family passes
- Renew Fitness Membership





## Facilities — Beaches



**Sutton Beach**



### Playground

There is a playground at Sutton Beach with two sets of swings on either side.

This is also a designated pet area to the *left* of the beach. Pets must be leashed at all times.



### Common Docks

There is a boardwalk/fishing pier with common docks attached. Any property owner may use these docks for temporary docking (less than 24 hours, no overnight parking).

**366 Baldwin Dr.  
Howard, OH 43028**

Sutton Beach was developed in 1971. The swimming area is approximately 400' long. The total common area frontage on the lake is approximately 800'. This beach is usually the most populated of the three.

**Directions:** From the front entrance, turn left on Apple Valley Drive, then take a right on to Baldwin Drive.



### Picnic Shelter and Bathhouse

There is a picnic shelter attached to the bathhouse. There are picnic tables and barbecue grills available for cookouts. *Beach shelter reservation required in-season [Memorial Day (May) through Labor Day (September)]. Form and payment must be received by the Administration Office to reserve. No cost during off-season or holiday weekends and is a first-come, first-serve basis.*



### Note:

Swimming at the lake is at your own risk.

### Sand Volleyball

A sand volleyball court is available for play on a first come, first serve basis. Bring your own volleyball.





# Facilities — Beaches



## Davis Beach

**315 Ridgeway Dr.  
Howard, OH 43028**

Davis Beach was developed in 1974. The swimming area is approximately 200 feet long. The total common area frontage on the lake is approximately 700 feet. The parking lot is at the top of a large hill, which leads down to the beach.

**Directions:** From the front entrance, turn left on Apple Valley Drive. Continue for approximately 2 miles. Turn right on Ridgeway Drive.



### Playground

There is a playground equipment including a seasaw on the beach.

### Shade Shelters

Davis Beach has shade shelters near the shore for those who prefer shade while at the beach. Swimming at the lake is at your own risk.



### Common Docks

On the *left side* of Davis Beach is a gravel road leading down to a common dock area. There is also a designated pet area.

On the *right side* of Davis Beach, there are three common docks for temporary docking for property owner's boats (less than 24 hours, no overnight docking).



### Sand Volleyball

A sand volleyball court is available for play on a first come, first serve basis. Bring your own volleyball.

### Picnic Shelter

There is a picnic shelter attached to the bathhouse with a beverage vending machine. There are picnic tables and barbecue grills available for cookouts.



*Beach shelter reservation required in-season [Memorial Day (May) through Labor Day (September)]. Form and payment must be received by the Administration Office to reserve. No cost during off-season or holiday weekends and is a first-come, first-serve basis.*



## Facilities — Beaches



**King Beach**



### Common Docks

To the right of King Beach is a boardwalk/fishing pier with common docks attached. Any property owner may use these docks for temporary docking (less than 24 hours, no overnight parking).

Swimming at the lake is at your own risk.



### Playground

King Beach has playground equipment, including a merry-go-round and swings.

This is also a designated pet area to the *left* of the beach. Pets must be leashed at all times.



### Sand Volleyball

A sand volleyball court is available for play on a first come, first serve basis. Bring your own volleyball.

### Shaded Picnic Area

King Beach has a shaded picnic area with barbecue grills and picnic tables.



**825 Kingsway Cir.  
Howard, OH 43028**

King Beach was developed in 1974. The swimming area is approximately 200' long. The total common area frontage on the lake is approximately 700'.

**Directions:** From the front entrance, turn right on Apple Valley Drive, then take a left on to Kingsway Circle. You will see a sign on your left for King Beach.



### Picnic Shelter

There is a picnic shelter attached to the bathhouse with a beverage vending machine. There are picnic tables and barbecue grills available for cookouts. *Beach shelter reservation required in-season [Memorial Day (May) through Labor Day (September)]. Form and payment must be received by the Administration Office to reserve. No cost during off-season or holiday weekends and is a first-come, first-serve basis.*



# Facilities — Beach Rules



Apple Valley Property Owners Association has three beaches for the enjoyment of all members in good standing and their guests. These beaches are: Sutton, located at the south end of the lake near the front entrance to the Valley; Davis, located on the west side of the lake at the end of Ridgeway Drive; and King, on the east side of the lake just off Kingsway Circle. Bath houses are provided at each location for your comfort. Members and their guests are solely responsible for their own safety while enjoying the common areas. Members and their guests using these common areas must comply with any rules and regulations set forth below or posted in the common areas.

## General Rules

- A. Members need to be aware that additional rules may apply for specific common areas (see page 4-2).
- B. Member must carry valid Association identification.
- C. A family unit is permitted guests and is required to be with them at all times while on the common properties.
- D. The family unit is responsible for the conduct of their guests.
- E. Members under 12 years of age need to be under adult supervision or supervised by a member 15 years of age or older.
- F. Members must comply with all covenants, bylaws and rules and the direction of staff.
- G. No Person shall do any of the following:
  - a. engage in fighting, threatening harm to persons or property, or act in a violent manner;
  - b. make offensive course utterances, gestures, or communicate unwarranted and abusive language
  - c. Engage in conduct that is offensive to others.
- H. Members are required to comply with posted hours of operation regarding the specific common areas.
- I. Violations of the restrictive covenants, bylaws, and rules and regulations may result in actions by the Association included but not limited to assessing fines, penalties, and/or revocation of privileges.

## Liability

The Association shall have no liability for the safety or actions or inactions of a member or their guests with respect to the common area. Members and guests waive and

release any and all rights and claims against the Association, its Board members, staff members, volunteers, and representatives in consideration for their use on the property. The liability for damage or theft from or to personal property, rests solely with the owner of said property.

## I. Safety

- A. All swimmers are cautioned that they are swimming at their own risk even when lifeguards are on duty.
- B. No person shall throw rocks, sand, seaweed, etc., while on any area of the beach property; this includes the picnic areas.
- C. Weak or non-swimmers are advised to wear a US Coast Guard approved PFD (personal floatation device), which is properly sized and properly fastened.
- D. Children in diapers must wear plastic pants or swim diapers.
- E. No pets, boats, or personal watercraft are permitted within the buoyed swim area.
- F. Do not hang on the buoys that mark the swim areas.
- G. No pets on the sand. Pets permitted only in designated areas of the common area.

## II. Additional Rules

- A. Please see posted notices for current hours of operation.
- B. No glass on the beach or buoyed swim area.
- C. No food on the beach or buoyed swim area; please use the grass or picnic areas for this purpose.
- D. No smoking on the sand. If smoking in the grassy areas, dispose of cigarette butts properly.

## III. Security

- A. A “family unit” (Please see Association Bylaw Article I, Section 1.7, for definition of family unit) is permitted a maximum of 10 guests at the Beach Common Area and are required to remain with them at all times. Guests must leave with the family unit.
- B. Dependents of a family unit are permitted a maximum of two (2) guests. This rule applies when the parent does not accompany the dependent and his/her guests to a facility.

## IV. Reserving Beach Shelters

**Beach shelter reservation required in-season [Memorial Day (May) through Labor Day (September)].**

Form and payment must be received by the Administration Office to reserve. No cost during off-season or holiday weekends and is a first-come, first-serve basis.

- A. If you wish to reserve a beach shelter in-season, please stop by the Administration Office to complete the registration form. Reservations will be posted at the shelter and times will be limited to those that are reserved and posted. Please be considerate and leave the shelters in the same condition they were before you arrived.
- B. A form shall be completed by the property owner, which will provide contact information, type of event, and number of people attending the event.
- C. The qualifying number of guests (in addition to the family unit) is a maximum number 50.



# Facilities — Bennett Park



## Fishing Pond at Bennett

The pond is a popular place for recreational fishing or even just a place to come and enjoy nature. There is a fishing pier that extends the width of the pond.

Before you fish, make sure you get your fishing license, which is available at our Marina. Many bring their own lawn chairs and a bagged lunch.

**WARNING:** In the winter, if the pond is frozen, the ice may not be safe, proceed at your own risk.



**1720 Apple Valley Dr.  
Howard, OH 43028**

Bennett Park is a beautiful place to come and relax. Many people come to fish, picnic, or play on the playground. Bennett Park is a common area available for property owners and their guests.

**Directions:** From the front entrance, turn left on Apple Valley Drive and go approximately 1.5 miles. On your right, across from Greenbriar Circle, is the entrance to Bennett Park.



## Picnic Shelter and Playground

On top of the hill that overlooks the pond, there is children's playground equipped with a slide, swings, a jungle gym and other play equipment. There is a paved parking lot next to the children's playground.



The picnic shelter offers plenty of picnic tables and a barbecue grill. *Beach shelter reservation required in-season [Memorial Day (May) through Labor Day (September)].*

*Form and payment must be received by the Administration Office to reserve. No cost during off-season or holiday weekends and is a first-come, first-serve basis.*





# Facilities — Campers Village



**4068 Apple Valley Drive  
Howard, OH 43028**

**PH: 740-397-8047**

Campers Village is a place for property owners to camp in RVs, campers or tents. There is a location for campers to park their boat during their stay. Reservations must be made ahead of time. There is a storage area for those who don't want to camp, but need to store their RV or camper. There are electric and water hookups available.

**Directions:** From the front entrance, turn right on Apple Valley Drive and continue approximately a quarter mile. Campers Village will be on your right.

## Picnic Shelter and Bathhouse with Showers

There are picnic tables and barbecue grills available for cookouts.

*Beach shelter reservation required in-season [Memorial Day (May) through Labor Day (September)]. Form and payment must be received by the Administration Office to reserve. No cost during off-season or holiday weekends and is a first-come, first-serve basis.*



**Primitive Camping**



## Campground Office

The Campers Village office is located as you enter the village. Here you can pay your assessments and/or camping fees. Next to the front office is a laundry room and there are laundry supplies available to purchase.

Camper's Village has added security with an access gate that allows members to enter after hours with an access card that can be purchased annually at the administration building or the marina.



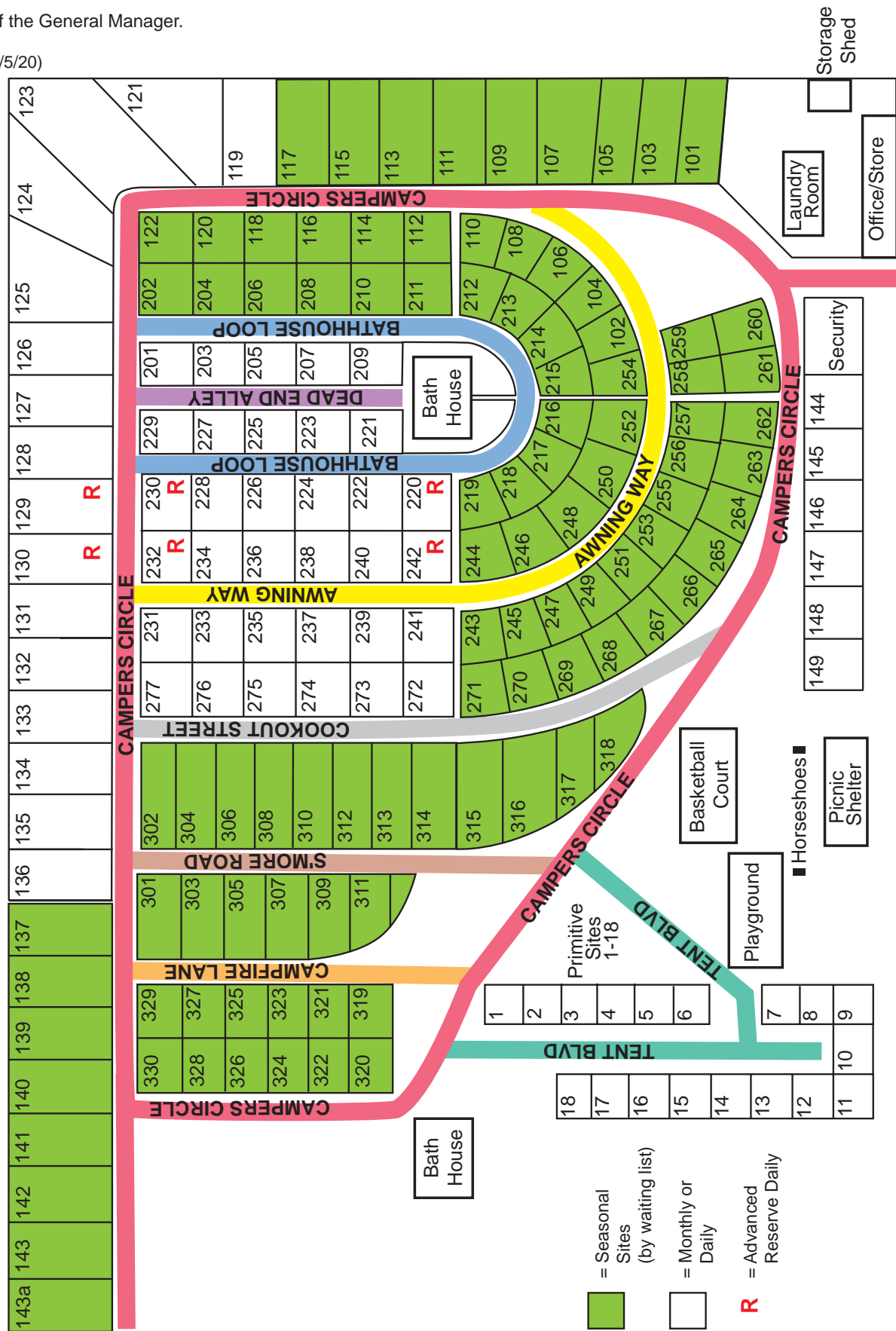
**Playground, Basketball Hoop and Volleyball Area**

# Facilities — Campers Village Map

discretion of the General Manager.

(Approved 5/5/20)

## Site Map of Campers Village at Apple Valley





# Facilities — Campers Village Rules

Campers' Village is located on the east side of the lake near the front entrance to the Valley, and is provided for the enjoyment of all members in good standing and their guests. Members in good standing using this facility must comply with the rules and regulations established for this location, and the directions of the staff on duty.

## Definitions:

- A.** Governing Documents: means the Restrictive Covenants, Bylaws, and Rules and Regulations.
- B.** Pets are defined as dogs and cats and does not include vicious dogs.
- C.** Portable Camping Unit: means dependent recreational vehicles, tents, portable sleeping equipment and similar camping equipment used for travel, recreation, vacation purposes and does not include a manufactured home or a mobile home.

## I. Registration

- A.** All campers must register at the campground office and pay the applicable fee upon entering the facility. Campers arriving after hours should read and follow the instructions posted on the campground office door.
- B.** Campers shall not occupy any site until item A. has been satisfied. The campground office will assign all available sites on a first come, first serve basis.
- C.** Pets must be registered at the campground office (See Section IV.).
- D.** All boats must be registered at the campground office prior to parking in the designated areas and be tagged at the Campers Village Office.
- E.** A campsite consists of facilities needed to occupy a "family unit" (Please see Association Bylaws Article I, Section 1.7, for the definition of family unit.) and their guests (six guest persons per unit/site maximum).
- F.** The campground office must be kept aware of any changes in your contact information, i.e., address, phone number, etc.
- G.** Any camper interested in being considered for an annual site should contact the campground office for information.

## II. Checkout Times

- A.** Checkout times are specified on the receipt/site permit.
- B.** Normal checkout is 5:00 p.m. on the

last day of your reservation.

- C.** On Sundays and holidays, checkout shall be extended to 7:00 p.m.
- D.** Late checkouts must be pre-approved by the campground office.

## III. Advanced Reservation Sites

- A.** A limited number of daily sites are available for advanced reservation purposes and may be secured by calling the campground office at (740) 397-8047. Please do not call the Administration office.
- B.** Reservations can be made NO sooner than 30 days in advance.
- C.** There is a limit of fourteen days on any reserved site. Should you wish to stay longer, please advise the campground office and they will assist you depending on availability.
- D.** Payment for reserved sites is required within seven calendar days of making the reservation. Upon receipt of the payment in full, you will be mailed a reservation form, which you will be asked to present upon your arrival at the campground gate. Cancellations must be made seven calendar days in advance of the date of your arrival. Failure to comply will result in forfeiture of your fees paid.

## IV. General Rules

- A.** Pets shall be kept in your portable camping unit or tied within your site.
  - 1. Never leave pets unattended.
  - 2. Walk them on a leash.
  - 3. No pets in the bathhouses or campground office.
  - 4. Owners are required to clean up after their pet.
- B.** Watercraft and watercraft trailers shall be parked in the designated area only, while renting a campsite.
  - 1. Fees will be assessed accordingly.
  - 2. Property owner understands that neither the campground nor the Association assumes any responsibility for theft or damage of the portable camping unit while it is stored.
  - 3. Winter storage of watercraft is not permitted.
- C.** Storage is available at the campground for unoccupied campers pursuant to the following conditions:
  - 1. Property owner is in good standing.
  - 2. Portable camping unit in storage is registered at the campground office.
  - 3. Duration of storage is noted on file in campground office.
- 4.** Owner's identification is posted on the portable camping unit.
- 5.** Campground office will assign site storage space (please return portable camping unit to this space if you move it during the storage period).
- 6.** Notify the campground office in advance when moving a portable camping unit out of storage.
- 7.** Property owner has a signed contract on file in the campground office.
- 8.** Property owner understands that neither the campground nor the Association assumes any responsibility for damage or theft of or from the portable camping unit while it is stored.
- 9.** AVPOA reserves the right to relocate portable camping units at any time with prior notice of 48 hours unless it is demanded an emergency.
- D.** Two bathhouses are available at the campground, and campers are to abide by the following:
  - 1. Children are not permitted to play in the bathhouses.
  - 2. No pets, bikes or toys are to be left in or around the bathhouse doors or walkways.
  - 3. No dish washing or clothes washing at the water fountains or in the sinks.
  - 4. Fish cleaning station is to be used only for its intended purpose.
- E.** The following rules are applicable to all sites:
  - 1. Keep all sites and surrounding area cleared of debris and presentable in appearance at all times.
    - a. Items such as swings, chairs, grills, dog chains, bikes, etc. must be put on decks before leaving for any longer than 24 hours.
    - b. Water and electric is provided to all sites except the primitive camping area. Each electric pedestal is identified as to its capacity and must not be tampered with. Use of adapters to alter or increase voltage or amperage is not permitted. Water and electric lines must be buried on all seasonal and monthly sites.
    - c. All ladders, tools, etc. must be kept under camper or in storage facilities.
    - d. Tents on sites must be taken down before leaving for any longer than 48 hours.
    - e. Awning tie downs, if possible are to be hooked to decks. If not, they must be clearly marked in the yard. (Ex: spray painted orange/red-flagged).



# Facilities — Campers Village Rules

- f. Sites will be periodically inspected for excessive amounts of materials stored around and under camper.
- 2. Trash must be placed into plastic bags and put in refuse containers on a daily basis. Trash is not permitted to be burned. Recycle containers are available at the AVPOA Administrative Building parking lot.
  - a. Appliances such as air conditioners, refrigerators, and grills are not to be put in or left by the dumpsters. Owners must remove them from Camper's Village.
  - b. Old decking material must be removed from Camper's Village.
- 3. Grey water must be drained into a dry well or into a suitable container. Grey water hoses may not exceed 1-½" in diameter. They can only be out when draining, then placed under camper.
- 4. Campers assume responsibility for damage to their site while they are in occupancy.
- 5. Association staff has the right to perform necessary maintenance duties on any site as needed.
- 6. Campfires are permitted in fire rings only and shall never be left unattended.
  - a. All wood piles must be stacked neatly and no larger than 4'x4'x4'. Location must be approved by campground manager. It is recommended that campers use all wood before the end of the camping season.
- 7. Campers will extinguish fires and clean their fire rings before check out.
- 8. Quiet hours are in effect between 11:00 p.m. and 7:00 a.m., in accordance with AVPOA Bylaw 17.14 thru 17.14.5 and will be strictly enforced.
- 9. Firearms and fireworks are not permitted.
- 10. Only two vehicles are permitted per site. There is no parking on empty campsites. Park any extra vehicle in the designated area.
- 11. Maximum speed within the campground is ten (10) miles per hour. Observe all traffic control devices.
- 12. No clotheslines are permitted.
  - a. Nothing is to be tied to the fences or trees in Camper's Village.
- 13. No unlicensed motor vehicles are permitted.
- 14. Bikes, skateboards or roller skates are not permitted on the sidewalks. No bikes, skateboards or roller skates on campground roadways after sundown.
- 15. Cleaning of fish is permitted only at the fish cleaning station provided at bathhouse #2.
- 16. Maximum length of permitted campers is thirty-five (35) feet (box size or as specified on the camper's registration form). Longer campers and motor homes may be accepted based on site size and availability, allowing state mandated clearances to be maintained.
- 17. Park models and mobile home trailers are not permitted.
- 18. All portable camping units must be (10') ten feet apart and (7-1/2') seven and one-half feet from any site line that is adjacent to another site. Portable camping units on the same site must be five feet apart, in accordance with the Ohio Administrative Code 3701-26-07(A).
- 19. Reservations for the Campers Village Shelter house may be made at the Administration Office between the hours of 8:30 a.m. and 3:30 p.m. Groups will be responsible for their own set-up and clean-up.
- 20. Outside temporary storage enclosures are permitted up to a maximum of 2 enclosures totaling 32 square feet, and cannot exceed the height of the portable camping unit. Location must be approved in writing by the campground office. Permanent outside structures are not permitted.
- 21. One outside refrigerator or freezer is permitted provided it is not larger than a total of 11 cubic feet of cooling capacity (max of 6'). Location must be approved by the campground office.
- 22. Decks are permitted provided they have a maximum width of 10 feet and do not extend beyond either end of the camper.
- 23. No one under 18 years of age may camp in Camper's Village unless accompanied by a property owner who is a parent, guardian or other adult family member. All persons 17 years of age or under must be at their campsite or with parents, guardians or family members after 11:00 p.m.
- 24. Guests of property owners may share a site as long as the fifteen feet clearance between sites is maintained.
- 25. Any portable camping unit unoccupied for more than 24 hours shall do the following:
  - a. Items such as swings, chairs, grills, dog chains, bikes, etc. must be put on decks before

leaving.

- b. Tents on sites must be taken down before leaving.
- c. Water on all sites must be shut off when unoccupied.
- 26. Portable camping units must be maintained and in a road towable condition at all times and be in compliance with AVPOA Bylaw 17.9.
- 27. Behavior that is not accepted includes, but is not limited to, drunkenness, fighting, underage alcohol consumption, illegal drug use, theft, disorderly conduct or any other criminal activity.

## V. Security

- A. Members must carry valid Association identification.
- B. A family unit is permitted guests, and is required to be with them at all times. Guests must leave with the family unit.
- C. The family unit is responsible for the conduct of their guests.
- D. Members may notify Camper's Village office or the Afterhours contact if a violation occurs that needs the attention of the AVPOA. Directions are posted at the campers' village office.
- E. Violations of these governing documents may result in immediate revocation of any privilege and the removal from Campers' Village. AVPOA Bylaw 3.9 further gives the association the power to assess fines, penalties, as well impose restrictions for violations.

## VI. Liability

- 1. The Association shall have no liability for site suitability, safety, or actions or inactions of members or their guests with respect to the campground area. Property owners, family members and guests waive and release any and all rights and claims against the Association, its board members, staff members, volunteers and representatives in consideration for their use of the property.
- 2. Liability for damage or theft to any vehicle, camper, piece of equipment, etc., rests solely with the owner of said property.

These written Rules and Regulations supersede all previous written or implied Rules and Regulations. Any situation not specifically addressed in the rules and regulations shall be handled at the



# Facilities — Club House



## 3725 Apple Valley Drive Howard, OH 43028

The Club House is a two-story building (6,432 sq. ft.) and is home to the outdoor pool fitness center located on the lower level.



**Directions:** From the front entrance, turn right on Apple Valley Drive and continue approximately 1.5 miles. You will see a Club House sign and driveway on your left.



The upper level includes a large main room with a gas fireplace controlled by timer, private restroom, cable television, PA system, pull down screen, as well as tables and chairs. There is a large covered deck that provides a beautiful view of the lake.



**Main Room**





# Facilities — Renting the Club House



## Kitchen

Adjacent to the large meeting room is a kitchen available for use by clubs or property owners who rent the Club House for an event. The kitchen is equipped with a stove, microwave, coffee maker, refrigerator, sink and stainless steel food prep tables.

This is often used for Apple Valley club meetings and functions. It is a popular place to rent for wedding receptions, family reunions, parties and other events. The top floor can fit 150 people comfortably and there's also a play-ground for the kids!

Only property owners may rent this floor of the Club House for an event by calling 740-397-3311.



## Main Room



Rental is not open to the public —only Apple Valley property owners.



## Clean Up

There are 3 bins available on the side deck for emptying trash and the cleaning closet has ample supplies to sanitize surfaces and flooring.





# Facilities — Club House Recreation



## Zero Entry Outdoor Pool

Property owners and their guests must stop and sign-in at the area provided. There is a fee for guests (of the property owners) per visit. Large umbrellas located just off the pool deck provide areas of shade. Pools is heated, fenced and gated and features a slide, spill buckets, and a basketball hoop. **Opens Weekend before Memorial Day until Labor Day (12-8 pm daily. Weather permitting).**

**SIGN UP FOR ALERTS!**  
[www.avpoa.com](http://www.avpoa.com) > Alerts

Select Alerts icon and complete sign up to receive text alerts or email notices in the event that the outdoor pool is closed or re-opened.

## Playground

Next to the Club House is a childrens playground and swings.

## Common Lakefront Docks and Picnic Area

A large field behind the Club House leads down to the lake with two common docks for temporary docking. There is a beautiful view of the lake that can be seen from the balcony.





# Facilities — Club House Outdoor Pool Rules



The outdoor pool at the Club House is located on the east side of the lake and is provided for the enjoyment of all members in good standing and their guests. While the Club House pool is maintained by the Association and lifeguards may periodically be on duty during certain hours during the summer season, the Association assumes no obligation to do so and there is no assurance that lifeguards will be present. Members must always conduct themselves in a safe and lawful manner, consistent with the following Rules and Regulations:

## General Rules

- A. Members need to be aware that additional rules may apply for specific common areas.
- B. Member must carry valid Association identification.
- C. A family unit is permitted guests and is required to be with them at all times while on the common properties.
- D. The family unit is responsible for the conduct of their guests.
- E. Members under 12 years of age need to be under adult supervision or supervised by a member 15 years of age or older.
- F. Members must comply with all covenants, bylaws and rules and the direction of staff.
- G. No Person shall do any of the following:
  - a. engage in fighting, threatening harm to persons or property, or act in a violent manner;
  - b. make offensive course utterances, gestures, or communicate unwarranted and abusive language
  - c. Engage in conduct that is offensive to others.
- H. Members are required to comply with posted hours of operation regarding the specific common areas.
- I. Violations of the restrictive covenants, bylaws, and rules and regulations may result in actions by the Association included but not limited to assessing fines, penalties, and/or revocation of privileges.

## Liability

The Association shall have no liability for the safety or actions or inactions of a member or their guests with respect to the common area. Members and guests waive and release any and all rights and claims against the Association, its Board members, staff members, volunteers, and representatives in consideration for their use on the property. The liability for damage or theft from or to personal property, rests solely with the owner of said property.

## I. Safety

- A. Lifeguards on duty must always be obeyed.
- B. Children using/wearing floatation devices (arm wings, bubbles, rafts, etc.) MUST be under DIRECT adult supervision.
- C. Children in diapers must wear plastic pants or swim diapers.
- D. Persons unable to swim, but wishing to be in the water should stay in the shallow end of the pool.
- E. All swimmers are cautioned that they are swimming at their own risk, even when lifeguards are on duty.
- F. No running is permitted anywhere in the pool area.
- G. Dunking, pushing or horseplay in the pool or pool area is prohibited.
- H. For general health reasons, persons with open sores, potential infectious injuries or disease will not be allowed in the pool or pool area.
- I. Diving is permitted only in designated areas of the pool. Divers should check for other swimmers making certain the area is clear before diving into the pool.
- J. Metal and plastic toys are not permitted in the pool. Other toys or equipment must have the prior approval of the lifeguard on duty. The use of toys or equipment may be restricted due to crowded conditions in the pool and pool area.
- K. Hanging onto marker ropes, sliding down handrails, discourtesy, use of foul language, and using unapproved toys or equipment are some of the reasons for removal from the pool and pool area.

- L. Scheduled events such as water aerobics, swimming lessons, and other similar events take precedence over free swimming. During those hours when no scheduled events are planned, free swimming is permitted.
- M. Minimum height of individual must be 48" in order to use the slide.

## II. Additional Rules

- A. Lifeguard equipment is for life saving purpose ONLY.
- B. Rest periods of ten minutes may be required based on staffing each hour, the ten minutes start when the last person has exited the water. During these break times, members must be completely out of the water.
- C. NO GLASS containers allowed anywhere in the pool area.
- D. Street shoes and personal attire must be clean before entering the pool area.
- E. No scuba divers shall be permitted in the pool during open swimming hours.

## III. Security

- A. Members must show valid Association identification and sign-in at table provided upon entering the outdoor pool.
- B. A "family unit" (Please see Association Bylaws Article I, Section 1.7, for definition of family unit.) is permitted a maximum of 6 guests, and is required to remain with them at all times. Guests must leave with the family unit.
- C. Dependents of a family unit are permitted a maximum of two (2) guests. This rule applies when the parent does not accompany the dependent and his/her guests to a facility.
- D. Should the lifeguard request that you leave, do so immediately. You may report any complaint to the Aquatics Supervisor or the General Manager.
- E. Pool may be closed down due to inclement weather based on our Lightning and Severe Weather Procedure for the Club House.

# Facilities — Club House Fitness Center



## Location:

The entrance to the Fitness Center is located at the back of the Club House. You can not enter from the upper level.

## Hours:

7 Days a week from  
4:30 A.M. - 11 P.M.

## Early Access to Indoor Pool at Floral Valley

Your membership also provides you with early access (8 a.m.) to the indoor pool at Floral Valley Community Center.

## Cardio Machines and Strength Training

You can build up your endurance with the cardio machines at the Fitness Center as well as tone up with different weight machines that are available. There are also hand-held free weights ranging from 5-50 lbs, resistance bands, and a television for instructional videos that you may bring with you.



Obtain your Fitness Access Card at the **Administration Office, Floral Valley**, or the Marina and sign a Release of Liability form.

WHAT'S THE DIFFERENCE IN ID CARDS? Access Cards are different than the AVPOA photo ID card in that they have a special chip inside that acts as a key to release the door when activated.

## Access Card and Annual Membership Required

The Fitness Center is for use by Apple Valley property owners holding an access (proximity) card and their guest only. This facility is not staffed and must be accessed by proximity card using the door in the rear of the Club House.

To gain access each property owner must complete a "Release of Liability" form and obtain an Access Card from the Administration Office, Floral Valley or the Marina. Access cards may not be shared. To regain access after using the locker rooms/restrooms or entering the vending area, an access card must be used, so please keep it with you at all times.

No one under 14 years of age will be permitted in the fitness room, and should only be in the playroom while parents/guardians are using the equipment. See Fitness Center Rules on the next page.

## Guests and Sign-In

A "family unit" (see Bylaw Article 1, Section 1.7 for definition of family unit) may not bring more than two (2) guests. Guests are subject to a same per-day user fee that will be charged to the property owner's member account. Invoices may be mailed when the balance exceeds \$10.

All guests must be signed in by the property owner who holds a card. Only guest names are required on the sign-in sheet and they need to complete a "Release of Liability" form provided, which may be left for a staff member to pick up.

A property owner in good standing who does not use his/her own card for entry is considered a guest for purposes of signing in so that attendance can accurately be tracked. Property owners are responsible for their guests and may not allow their guest(s) to remain in the facility without the property owner's presence.

## FITNESS MEMBERSHIP RENEWAL

can be paid for at:

- **Administration Office**
- Floral Valley
- Marina

Assessments must be paid to obtain access.

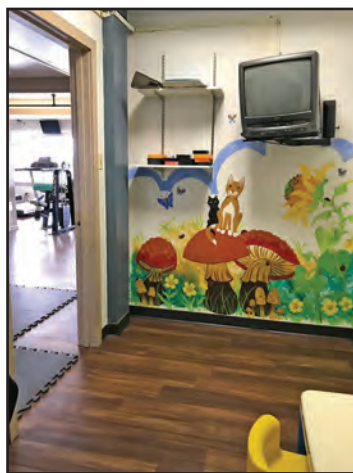


# Facilities — Fitness Center



## Men's & Women's Locker Rooms

Both the men's and women's locker rooms each have bathrooms, lockers, sinks, showers, and benches. Locks may be used, but many not be left on overnight.



## Children's Play Room

Children are required to stay in the playroom during your workout. You can keep an eye on them through the door/window of the playroom. The playroom has a TV/VCR with cable and play items. It is recommended to bring toys, books or videos to keep your children entertained.



## Fitness Center Rules

The Fitness Center is currently located at the Club House on the east side of the lake and is provided for the enjoyment of all members in good standing and their guests.

Members must always conduct themselves in a safe and lawful manner, consistent with the following Rules and Regulations:

### I. Safety

- A.** A current "Release of Liability" form must be completed prior to operating the equipment for the first time. All persons using the Fitness Center should become familiar with the instructions regarding the use of equipment prior to use.
- B.** No one under 14 years of age will be permitted in the fitness room, and should only be in the playroom while parents/guardians are using the equipment. Apple Valley Property Owners Association is not responsible for injuries.
- C.** It will be the responsibility of the member/guardian (if a minor) for any repairs should the equipment be damaged or broken through misuse.

### II. General Rules

- A.** Please see posted notices for current hours of operation.
- B.** There is an annual fee (See Section I) per person for an Access Card and Membership. Access cards may not be shared and are the property of Apple Valley Property Owners Association and may be revoked at any time if the Association deems necessary.
- C.** A "family unit" (see Bylaw Article 1, Section 1.7, for definition of family unit.) may not bring more than two (2) guests per visit.



# Facilities — Floral Valley



**850 Crestrose Drive  
Howard, OH 43028**

**PH: 740-397-1027**

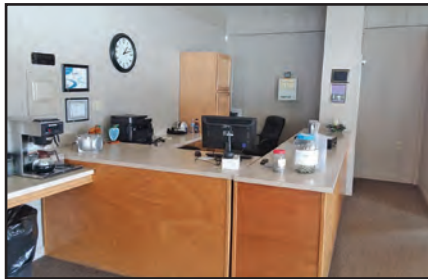
Built in 1985, this building is approximately 80'x120' in size and houses the indoor pool as well as a large banquet area, kitchen, lounge room, small meeting room and indoor recreation tables.

This facility is often used for Apple Valley functions, clubs, and is a popular place to rent. During the winter months the center is used for roller skating on Friday nights when scheduled.

**Directions:** From the front entrance, turn left on Apple Valley Drive and continue approximately 4 miles, then turn left on Crestrose Drive. The entrance to the parking lot will be on your left.

*Here you can:*

- Pay your assessments
- Obtain your property owner ID card
- Purchase family passes or boat decals
- Renew Fitness Membership
- Swim, lounge, and play games
- Rent small pool room for parties  
(property owners only)



## Entrance and Sign-In

In order to use the pool, please enter the facility using the door in the upper parking lot. A sign-in sheet will be available at the counter upon entering. We ask that you sign yourself and any guests in at that time.

## Lounge and Game Area

There is a lounge area currently equipped with cable television, a gas fireplace, which is available to property owners during regular open hours. There are also indoor recreation tables such as air hockey, ping pong and a pool table.



## Conference Center

The large conference center serves as a space for a multitude of events and different club functions throughout the year.





# Facilities — Renting Floral Valley



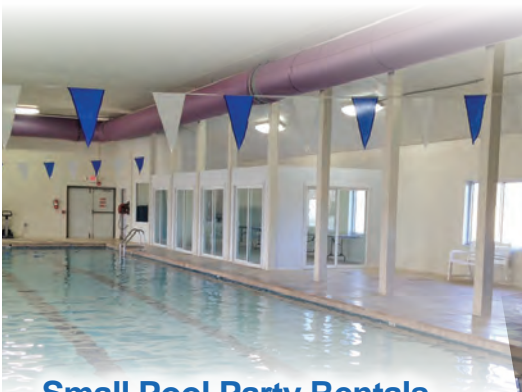
## Renting the Banquet Area

The large banquet area is often a popular place to rent for wedding receptions or other large events. Capacity is 300 people comfortably and is available for rent to both property owners and to the public for profit or non-profit purposes. Call 740-397-3311. See *"Fees and Descriptions"* for pricing.



## Renting the Kitchen

Floral Valley has kitchen facilities designed for the preparation of large dinners with lots of counter space, deep fryer, commercial-size refrigerator, ovens, microwave, commercial dishwasher, ice maker, and steam table. If renting Floral Valley for an event, rental for use of the kitchen is an additional fee.



## Small Pool Party Rentals

This area may be rented by property owners in good standing who wish to host a pool party. The maximum guests for a family unit is 25 (not including the family unit itself) and can be rented by calling 740-397-1027 after 2 p.m. Only Apple Valley property owners may rent the pool room.



## Renting the Small Meeting Room

The small meeting room, which includes a men's and women's bathroom, is available to rent to both property and non-property owners for profit or non-profit purposes.

Call 740-397-3311  
See *"Fees and Descriptions"*  
for pricing.





# Facilities — Floral Valley



## Indoor Pool

The 25 meter heated pool is 3,699 sq. ft. with a 167,400 gallon capacity and depths ranging from 4-9' for lap swimming or open swim. Table and chairs are available for lounging by the pool.

Floating devices and toys are permitted. (See *Indoor Pool Rules*).

A property owner may bring 6 guests per family unit. There is a fee per guest.

Water aerobics are available during designated times with a fitness membership.

## Locker Rooms

Men and women enter the pool through their designated locker rooms. Locker rooms provide restrooms, showers, and lockers for your belongings. Locks may be used, but many not be left on overnight.

**Note about Early Access:** If you have a guest that is entering through the opposite locker room during 8 a.m. - 2 p.m. (early access hours) the property owner must approach the lifeguard on duty in order to obtain an access card for the guest to pass through the locker room into the pool area. This card is to be returned to the lifeguard upon leaving.



# Facilities — Floral Valley Indoor Pool Rules



The indoor pool at Floral Valley Community Center is located on the west side of the lake and is provided for the enjoyment of all members in good standing and their guests. While the Floral Valley pool is maintained by the Association and lifeguards may periodically be on duty during certain hours, the Association assumes no obligation to do so and there is no assurance that lifeguards will be present. Members must always conduct themselves in a safe and lawful manner, consistent with the following Rules and Regulations:

## General Rules

- A. Members need to be aware that additional rules may apply for specific common areas.
- B. Member must carry valid Association identification.
- C. A family unit is permitted guests and is required to be with them at all times while on the common properties.
- D. The family unit is responsible for the conduct of their guests.
- E. Members under 12 years of age need to be under adult supervision or supervised by a member 15 years of age or older.
- F. Members must comply with all covenants, bylaws and rules and the direction of staff.
- G. No Person shall do any of the following:
  - a. engage in fighting, threatening harm to persons or property, or act in a violent manner;
  - b. make offensive course utterances, gestures, or communicate unwarranted and abusive language
  - c. Engage in conduct that is offensive to others.
- H. Members are required to comply with posted hours of operation regarding the specific common areas.
- I. Violations of the restrictive covenants, bylaws, and rules and regulations may result in actions by the Association included but not limited to assessing fines, penalties, and/or revocation of privileges.

## Liability

The Association shall have no liability for the safety or actions or inactions of a member or their guests with respect to the common area. Members and guests waive and release any and all rights and claims against the Association, its

Board members, staff members, volunteers, and representatives in consideration for their use on the property. The liability for damage or theft from or to personal property, rests solely with the owner of said property.

## I. Safety

- A. Lifeguards on duty must always be obeyed.
- B. Swimmers must shower before entering the pool.
- C. Children using/wearing floatation devices (arm wings, bubbles, rafts, etc.) MUST be under DIRECT adult supervision.
- D. Children in diapers must wear plastic pants or swim diapers.
- E. Persons unable to swim, but wishing to be in the water should stay in the shallow end of the pool.
- F. All swimmers are cautioned that they are swimming at their own risk, even when lifeguards are on duty.
- G. No running is permitted anywhere in the pool area.
- H. Dunking, pushing or horseplay in the pool or pool area is prohibited.
- I. For general health reasons, persons with open sores, potential infectious injuries or disease will not be allowed in the pool or pool area.
- J. Diving is permitted only in designated areas of the pool. If using the diving board, step onto the board only from the rear, one person at a time, and check for other swimmers making certain the area is clear before diving into the pool.
- K. Metal and plastic toys are not permitted in the pool. Other toys or equipment must have the prior approval of the lifeguard on duty. The use of toys or equipment may be restricted due to crowded conditions in the pool and pool area.
- L. Hanging onto marker ropes, sliding down handrails, discourtesy, use of foul language, and using unapproved toys or equipment are some of the reasons for removal from the pool and pool area.
- M. Scheduled events such as water aerobics, swimming lessons, and other similar events take precedence over free or lap swimming. During those hours when no scheduled events are planned, free or lap swimming is permitted. Casual swimmers using the pool when lap

swimming is in process, shall not be permitted within the lap swimming lanes and shall not restrict or hinder the lap swimmers in any way.

## II. Additional Rules

- A. Please see posted notices for current hours of operation.
- B. Lifeguard equipment is for life saving purposes ONLY.
- C. Rest periods of ten minutes may be required based on staffing each hour, the ten minutes start when the last person has exited the water. During these break times, members must be completely out of the water.
- D. No food or drinks are permitted on the pool deck area.
- E. Street shoes and personal attire must be clean before entering the pool area.
- F. No scuba divers shall be permitted in the pool during open swimming hours.

## III. Security

- A. Members must show valid Association identification and sign-in at the front counter upon entering Floral Valley.
- B. A "family unit" (Please see Association Bylaw Article I, Section 1.7, for definition of family unit.) is permitted a maximum of 6 guests, and is required to remain with them at all times. Guests must leave with the family unit.
- C. Should the lifeguard request you to leave, do so immediately. You may report any complaint to the Aquatics Supervisor or the General Manager.
- D. Locks may be used, but many not be left on overnight.

**SIGN UP FOR ALERTS!**  
**[www.avpoa.com](http://www.avpoa.com)**

*Select Alerts and AV Notices to receive an alert or email in the event that the pool is closed or re-opened.*



# Facilities — Floral Valley Dog Park Rules



**To maintain a safe environment for dogs of all breeds, temperaments, and sizes, these rules must be followed:**

- A. All dogs must have up-to-date vaccinations prior to entering the dog park.
- B. Keep dogs on leashes at all times except in designated “off-leash” areas inside the fence.
- C. “Off-leash” dogs must be under voice control by their owners at all times. If voice control is not possible. Voice control enables owners to stop dogs from misbehaving.
- D. Dog owners must have the leash in hand at all times. In the event of problems, dog owners should be able to quickly leash and remove their dogs from the premises.
- E. Dog owners must remain in the park and keep their dog in view at all times.



No dog may be unattended.

- F. Dogs must have current rabies and applicable license tags.
- G. Puppies under four months of age should not enter the park. Puppies under four months of age have not received all of their vaccinations. They should be kept away from the dog park for their own protection and that of other dogs.
- H. No infants or small children are permitted in the dog park. Small children,



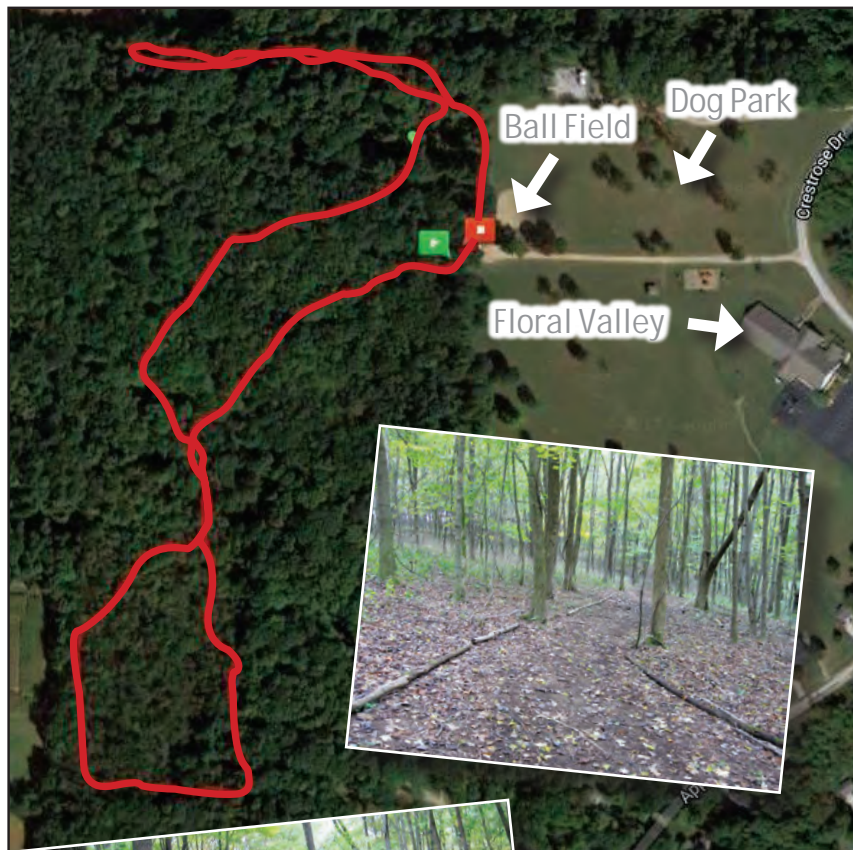
especially running children, may be regarded as prey animals by strange dogs. Dogs may also feel the urge to protect children they know. This tends to cause aggressive behavior.

- I. Owners are responsible for the behavior of their animals.
- J. Aggressive dogs are not allowed in the park. Any dogs showing signs of aggression should be removed from the premises. Aggressive dogs tend to engage in fighting behavior. Any dog that engages in fighting and cannot be stopped by voice command does not belong in the dog park.
- K. Female dogs in heat are not permitted in the dog park. Female dogs in heat can cause aggression in male dogs.
- L. Small dog treats may be permitted, do not give treats to any dog without the owner's permission. Some dogs may have allergic reactions to some treats.
- M. Owners must clean up any dog droppings made by their pets. Bag all droppings before depositing them in provided receptacles.
- N. Owners must fill in any holes made by their pets.





# Facilities — Floral Valley Recreation



## Playground, Hiking Trail, Dog Park and Ballfield

Just behind the Floral Valley building is a children's playground, which includes a Noah's Ark playset.

Near by is a fenced-in area for dogs to run and play freely. Please be aware of and follow the rules of the park. There is a gazebo within the dog park for seating and shade.

There is also a ballfield equipped with two sets of bleachers, picnic tables, and a grill.

Just beyond the 3rd baseline of the ballfield lies a trail of tree covered canopies where one can hike or bike. The trail is not maintained by the AVPOA, but instead by volunteers in the community.

Please keep in mind that it's "hike at your own risk" and you should more than likely meet/take a friend or gather with a group and not be alone.

*If there are any residents and perhaps their family members that would like to gather and keep the trail tradition going, by all means do so.*

Please know that some portions can be uneven and seasonally wet/muddy in spots. Be proactive when it comes to animals in nature and walk with a stick.

Also keep in mind if you do take your four legged friend(s) —they must be kept on a leash.