

Dear Association Member:

On behalf of the Reserve of Turpin Homeowners' Association, and as Managing Agent for the Association, we wish to congratulate you on your choice of Reserve of Turpin as the place to make your new home.

We are pleased to be able to present you with this "Homeowners' Handbook." This handbook has been prepared for you to provide helpful information and acquaint you as to the procedures, regulations and policies instituted by the Board of Trustees, which we, as your Managing Agent, will be following to best serve each resident of the Reserve of Turpin. Please keep in mind that this is a handbook that provides an overview of the Reserve of Turpin Homeowners Documents. The Documents clearly state the Associations guidelines.

From time to time, the Reserve of Turpin Handbook will be revised. Please keep this handbook and each year, if necessary, we will send you revisions for different sections of your handbook. Just remove the prior year's section and replace with the current year's information.

We look forward to meeting you personally, and as your Agent, we are always available to answer questions or help solve problems that you might have with matters that pertain to the operation of your Association. (513) 489-4059

Sincerely,
TOWNE PROPERTIES ASSET MANAGEMENT CO., INC.
Managing Agent for Reserve of Turpin

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Reserve of Turpin Home Owners Association:

Crest: The Crest and is made up of 208 attached townhome residential structures and some common ground. These units are also attached by deed to the Recreation Association.

Recreation: The Single Family homes are the 117 homes not in the Crest that are attached by deed to the Recreation Association which includes the entrance, the recreation facility and some common ground.

WHAT IS A HOMEOWNERS' ASSOCIATION?

When developers first started building Homeowners' Associations, everyone agreed that having property shared by all homeowners was a good idea. But one question remained. "Who's going to take care of it?"

Local government wasn't responsible because the land was privately owned. The developer would eventually sell all the homes and go on to build another project; he wouldn't want to be responsible. That left the residents. Since they own the shared property, they should have responsibility for its maintenance. The concept of an association of homeowners was born.

A Homeowners' Association is an organization of residents. A buyer will automatically become a member with the purchase of a living unit within the development. As a member, he has a voice and vote in the Association's affairs. These votes are cast during annual or special meetings of the general membership.

The Homeowners' Association is an incorporated, non-profit organization operating under recorded land agreements through which each lot owner in a described area is automatically a member. Each member is subject to a charge for a proportionate share of expenses for maintenance of common property and support of other necessary activities of the organization.

WHAT DOES IT DO?

The major responsibility of the Association is to protect the investment and enhance the value of the property owned by the members by providing for the physical maintenance and operation of the shared property.

The Association has other responsibilities too, such as enforcing the master regulations and architectural controls, and setting up an effective communication system among members.

To assure the homeowners of a well-run organization, a professional management firm has been retained as an integral part of the operation of the Association. Professional management staff will coordinate and supervise maintenance, financial and architectural facets of the Association.

THE HOMEOWNERS' ASSOCIATION IS A BUSINESS:

No matter what role you play in the Association, one thing is certain; you will want it to operate as smoothly and efficiently as possible. The most important thing to remember about a Community Association is that it is a business. To be successful, it must be operated like one.

DECLARATION OF COVENANT, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS

When the Developer plans his project, he develops a set of legal documents which establish the Community Association, govern its operation, and provide rules for use of all properties in the community. The legal documents consist of the following:

DECLARATION OF COVENANTS

The Declaration details each homeowner's property, and his rights and obligations in the Association. The master regulations are important rules in your day-to-day living. They are set up to make sharing the property convenient and easy for you and all others involved.

ARTICLES OF INCORPORATION

Establish the Association and its purpose, structure and powers.

BY-LAWS

The By-Laws delineate the meetings process, election procedures, powers and duties, Board meetings, committees, insurance requirements and limited use restrictions.

HOMEOWNER HANDBOOK DISCLAIMER

This Homeowner Handbook is designed to familiarize homeowners briefly with the Homeowners' Association, Management and policies and procedures. A more comprehensive reference to any item concerning the Association can be found in the Declaration, Articles of Incorporation and By-Laws issued to all homeowners at the time they take title to their living unit.

In case of any conflict between this handbook and the documents, the Declaration, Articles of Incorporation and By-Laws shall control.

PURPOSE OF THE BOARD OF TRUSTEES

The purpose of the Board of Trustees is to allow for elected representatives of all homeowners/members to set forth and administer policies and procedures, and to make managerial decisions affecting the operating and maintenance of Association business and all commonly held real property.

The members of the Board of Trustees, being duly appointed and/or elected, are recognized by the State of Ohio as officers of the Corporation (Association) and have the authority to enter into contractual obligations, carry out and enforce all provisions of the Declaration, Articles of Incorporation and By-Laws, and may assign such responsibilities as deemed appropriate to the Managing Agent.

SOME OF THE REPONSIBILITIES OF YOUR BOARD OF TRUSTEES

Establish the policies and regulations that govern the Association
Supervise and prescribe the duties of the Managing Agent
Approve the Operating Budget and all expenditures made by the Association
Set the amount of the living unit assessments
Enforce architectural control
Maintain the Common Areas and structures located on common property
Keep a complete record of corporate affairs and report to homeowners

DUTIES OF OFFICERS

President	The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. The president executes all authorized deeds, contracts and other obligations of the Association and shall have other such authority and shall perform other such duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in these By-Laws.
Vice President	The Vice President shall fulfill all of the duties of the President when the President is unable.
Secretary	The Secretary shall keep the minutes of all the meetings of the Board of Trustees and the minutes of all meetings of the Association. The secretary shall have charge of such books and papers as the Board of Trustees may direct, and shall, in general, perform all the duties incident to the office of Secretary.
Treasurer	The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Trustees.

The Board of Trustees shall have the power to employ a Manager or Management Company, as they deem necessary, and to prescribe their duties.

RESERVES

WHY DO WE HAVE THEM?

The Reserve Account is the Association's way of setting aside money for future repairs and replacements. Each month a certain part of your fee is set aside in a special interest bearing account to plan for the replacement and repair of the Common Areas. This helps to protect and preserve property values. Thus, Reserves are naturally included in the overall budget for the Association.

Your ability to sell your living unit can be influenced by the adequacy, or non-existence, of Reserves set aside by the association. Primary lenders consider Reserves for future needs a key part of a good financial policy and can consequently be more receptive to lending money in communities with a good, established Reserve Account policy.

Reserves do, therefore, directly affect the resale value in Associations.

SALE OR RENTAL OF LIVING UNIT

When you decide to sell or to rent your living unit either by homeowner or through a Realtor, you need to transfer, not only your property, but also the responsibilities of membership in an Association. You do this by transferring all of the documents cited on page 2 of this booklet. Also, please call Towne Properties @ (513) 489-4059, as there are certain forms you will need to fill out.

If you sell, your buyer will become a member of the Association and be subjected to the Declaration and By-Laws of the Association. If you rent, you, not your tenant, are held responsible to the Association for your tenant's behavior, including violations etc.

Additionally, please be aware of Reserve of Turpin rental policy.

ARCHITECTURAL CONTROL GUIDELINES FOR the CREST

ARCHITECTURAL CONTROL APPLICATION – The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of the property (which includes the Living Units, Lots, Common Areas, and Limited Common Areas).

Any townhome owner desiring to make any exterior change, improvement, or addition (including any change in color) must obtain approval for the change or improvement from the Board of Trustees. All applications will be considered on an individual basis, and all reasons presented for the improvements will be weighed and evaluated based on the following considerations:

1. The harmony of external design and location in relation to surrounding buildings in the community.
2. The recognition of future maintenance problems or expenditures the installation might cause the Association.
3. Adherence to guidelines established in the Declaration.

The procedures for this are as follows:

1. Submit to Towne Properties Asset Management Co. a complete description of the improvement with a drawing, photograph or catalog picture specifications, as necessary, and attach to it a completed improvement application.
2. The Board will review the submittal at the next scheduled meeting and the application will be approved, disapproved or additional or alternative recommendations for the improvement will be suggested. The owner will receive a copy and a notice of same within five days from the date of the meeting.
3. Any change or improvement made by a owner is the responsibility of the owner for maintenance, repair and/or replacement.
4. Unauthorized changes or improvements must be removed or restored to original condition at the discretion of the Board of Trustees and will be at the expense of the owner.

The purpose of the Architectural Control approval is not to discourage improvements but to control the nature of improvements to those that enhance the value and conform to the overall aesthetic appearance of the Association. This control should be looked upon as protection of your investment. The Board of Trustees and the Association are in favor of improvements and hope that homeowners will desire to personalize their living units.

INSURANCE COVERAGE AT THE CREST

The Planned Unit Development (PUD) Homeowner should have an individual homeowner insurance policy. This policy should cover all personal contents, carpeting and any change and/or additions that have been made to the living units interior or exterior since the original walk-thru.

The insurance policy that is purchased by your Association provides very broad coverage for insurable peril, not including maintenance. Your policy affords the following property coverage:

1. Cabinetry, kitchen, bath, etc. All cabinets built in forming a part of the building are covered.
2. Floor coverings, wall-to-wall carpeting, linoleum, tile, etc. are covered. *Oriental, Persian rugs are not covered.
4. Wall coverings, paint, wallpaper are covered. Pictures, mirrors, decorations are not covered.
5. Plumbing and Electrical fixtures are covered. Hot tubs are not covered.
6. We do provide coverage for back up of sewers and drains.
7. Glass forming a part of the building is covered for an insurable peril, not including maintenance, on an unlimited basis.
8. Heating and cooling elements are covered. Maintenance, etc, repairs or replacements are not covered.

All property losses are settled on a replacement cost basis subject to a \$5000 deductible per occurrence, for which the homeowner is responsible.

Because the Association's policy is very comprehensive, the amount of optional coverage one should purchase when selecting a homeowner policy is minimal.

If you own a living unit and occupy that living unit, you should select an HO6 (Townhome Homeowners) policy. Under no circumstances should you purchase another type of policy. Inquire about an "All Risk" contract.

Crest home owners are responsible for insuring:

1. All personal property, clothing, furniture and furnishings, etc.
2. Personal liability and medical payments – the Association's policy does not provide personal liability coverage for homeowners.
3. Loss assessment coverage is an optional coverage.

Additions and alterations, improvements and betterments are coverage which duplicate the master Association policy. Coverage is not needed provided the Association's policy is in force.

If you are renting a living unit, you should request an HO4 (Tenants) policy. Again, you are responsible for insuring:

1. Personal Property
2. Personal Liability and Medical Payments

Unless you are under contract by the homeowner, loss assessment coverage is not necessary for the tenant.

If you own a living unit and are renting or leasing, you should:

1. Have your personal liability extended from your primary residence.
2. Be aware of loss of rents or fair rental value coverage. This type of coverage can protect your rental income if a loss should occur.
3. Protect any of your personal property left in the living unit.
4. You may require your tenant to maintain his or her own policy to protect possible liability claims that could arise.

Regardless of your situation, be certain to give your insurance agent a copy of the insurance requirements found in your documents.

The material presented herein has been abbreviated to give you a clear and broad understanding of coverage. This summary is not all-inclusive, nor does it alter or waive provisions of the actual insurance contract.

If you ever have a question as to whose insurance is responsible for a particular incident, call our office at 489-4059.

At the time you purchased your living unit, you should have been provided with a set of documents consisting of the Declaration and By-Laws. Please read these documents carefully since they clearly establish your rights as a homeowner. They also help define the areas that are restricted for the purpose of maintaining the integrity of the community. If you don't have the Declaration or By-Laws, you can purchase a copy from Towne Properties Asset Management Company at a nominal price.

All rules and regulations are set up to help maintain the community and good relations between neighbors.

24-HOUR EMERGENCY SERVICE

In the event you have an emergency when our office is closed, please call 489-4059. Towne Properties has emergency personnel on call 24 hours a day.

The following is Towne Properties' emergency and insurance claim procedure:

1. Any homeowner who sustains damage to his or her living unit for whatever reason should contact Towne Properties immediately at 489-4059, regardless of the time of day. Towne Properties has an emergency answering service available 24 hours a day, 7 days a week, including holidays.
2. The homeowner should also notify his or her private insurance carrier to assure proper coverage on his or her homeowner's policy (HO6). It is best to comply with this notification even if there are doubts as to who is responsible.
3. Towne Properties will dispatch an emergency serviceman after proper notification is given. This serviceman will investigate the damage and make the necessary decisions as to proceeding with the repairs
4. The contractor(s) will contact the homeowner to determine the work involved and the most convenient time for the repairs to be scheduled. There is the possibility that more than one (1) contractor will be involved.
5. The contractor(s) will forward all necessary paperwork to Towne Properties for direct handling with the HOA's insurance carrier. If the homeowner has questions concerning this damage, calls should be directed to the Insurance Agent or Towne Properties.
6. Management will only handle your claim with your HOA's insurance carrier. Under no circumstances will Management be responsible to the homeowner's private insurance carrier. This is the responsibility of the homeowner.
7. Following these step-by-step procedures is the best way to assure proper handling of your insurance claim.
8. Routine service calls should be directed to the Managing Agent.

MAINTENANCE PROCEDURES

COMMON AREAS. Includes all portions of the Crest that are owned by all members of the Homeowners' Association collectively. The responsibility for maintaining, repairing or replacing to be borne by the Association. The funds being provided for by the monthly maintenance fee paid by each homeowner.

Crest home owners daily, weekly and periodic building maintenance and operations are normally handled by the staff under the direction and supervision of the Management Company according to the guidelines established by the Board of Trustees for the Homeowners' Association. Exceptions to this are those services needed to be performed by professional contractors or companies specializing in the area of expertise required. In some instances, outside contractors may also be used for jobs.

When a particular job requires the use of outside contractors or companies, a bidding process is used whereby job specifications are written out and a minimum of two contractors are solicited to submit bids by a specified deadline. The bids are reviewed by the Management Company and presented to the members of the Board of Trustees for review, discussion and a vote to determine the bid deemed to be the most desirable from the standpoint of qualifications, reputation, timely completion dates, adequate insurance coverage and other pertinent factors.

Following is a brief description of various building services and the method by which they are normally performed for the CREST and all Common areas.

GROUNDS CARE Common area lawn and shrub areas are maintained during spring and summer months by a contractor approved by the Board of Trustees. Lawn and shrub fertilization, weed control and insect and disease applications are performed by an independent contractor.

BLACKTOP, PAVEMENT, SIDEWALKS These areas are maintained by periodic repair and/or replacement by independent contractors as the need arises.

TRASH REMOVAL Trash removal is performed weekly by the City of Cincinnati. Trash pickup is on Wednesdays and must be put out by 6:00 am and placed in bags or cans.

EXTERIOR BUILDING SURFACES/STRUCTURES FOR THE CREST

These areas are routinely inspected by the Management Company for assurance of integrity. Any maintenance, such as masonry protective work, roofing or other structural items, would be contracted out on a bid basis as the need arises.

It is the opinion of the Management Company that each area of operation for the maintaining of the Common Areas has been well planned and scheduled. However, if you should become aware of a condition that needs attention, please call the Management office at your earliest convenience so that matter may be attended to promptly.

COMMON AREAS

The Common Areas are owned by all homeowners in common and will remain undivided.

The Common Areas are for the use and enjoyment of all residents.

Because the Common Areas are not owned by an individual, the individual may not use the areas in ways not approved by your Homeowners' Association.

Some examples: 1. You may walk your dog on Common Area, but the dog must be on a leash and picked up after. 2. You may park your car in your designated parking space, but you may not park trucks, campers, boats, etc. 3. You may not change the exterior of the building without the Homeowners' Association's approval.

You have the right to use your patio or any community facilities in ways that have been approved by your documents and/or Board rules.

The idea, of course, is that the Common Areas are there for all homeowners' use and enjoyment consistent with the approval of the community as a whole.

LIMITED COMMON AREAS FOR CREST HOMEOWNERS

The same principals apply to Common and Limited Common Areas with the exception that Limited Common Areas are for the exclusive use of the individual – patio, balconies, stoops, etc.

For the legal definitions of Limited Common Areas and Common Areas, read your documents thoroughly.

The examples used in this booklet in no way should be construed as their complete definition.

HOMEOWNERS AND ASSOCIATION RESPONSIBILITIES

In Association living there are certain responsibilities assumed by the homeowners and other responsibilities assumed by the Association. Homeowners should be aware of their responsibilities as homeowners and what their Association's responsibility is.

Article V Section 2 of the Declaration states these responsibilities which are summarized below.

ASSOCIATION RESPONSIBILITY

1. Providing for the maintenance, repair, and general upkeep of the Common Areas and any improvements of the Common Areas.
2. Provide for grass cutting and landscape maintenance on Common and Limited Common Areas.
3. Provide for snow pushing from the Common Areas and driveways at the Crest and the main streets of the single family home owners.
4. Provide for exterior maintenance for all townhomes at the Crest:
 - a. Paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, and exterior wall surfaces.
 - b. Paint and make surface repairs on exterior surfaces of doors and window frames.
 - c. Repair and replace parking areas, driveways and walkways.
 - d. Perform other exterior maintenance as from time to time is determined by the Board to be reasonably necessary to maintain the living units consistent with the funds available to the Association, such additional maintenance to be exercised uniformly for the benefit of all living units.

HOMEOWNER RESPONSIBILITY FOR THE CREST

Unless otherwise determined by the Board, homeowners shall be responsible for the following:

1. General maintenance and upkeep of the interior of the living unit.
2. Providing for repair, replacement or care of mechanical equipment and/or its pads and foundations, light bulbs, electrical outlets, water silcock, window and/or door glass, screens, and frames.
3. Providing for repair, replacement or care of door jams, thresholds or operating parts of doors and windows (including skylights).
4. Providing for cleaning, weather stripping or replacement of doors, windows and skylights.

ASSOCIATION'S RIGHT TO MAINTAIN within the Crest – In the event that a homeowner shall fail to maintain the lot and any improvements thereon in a manner satisfactory to the Board, then the Association shall have the right, through its agents and employees, to enter upon the lot and repair, maintain and restore the lot and the exterior of the living unit or any other improvement erected on it. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs and other expenses incurred to obtain access to the subject lot or living unit) shall be assessed against the subject lot in accordance with Article V.

ACCESS TO LOTS within the Crest – The Association, through the Board and their duly authorized agents, employees, and subcontractors, shall have the right to access and come upon lots for any purpose required or authorized by any of the governing documents, including this Handbook, upon such conditions as may be set forth in any of these documents. Please note that no notice is required for grass cutting or snow pushing.

ANNUAL MEETING

The annual meeting is a meeting of homeowners held for the primary purpose of electing homeowners to the Board of Trustees. Members of the Association may vote or act in person or by proxy. The annual meetings are usually held in March, April, or May.

ASSESSMENTS

The Board of Trustees adopted a collection policy for the Association. Fees are due on the first day of every month. If, after all steps have been taken to collect delinquent assessments, the account is still in arrears, liens will be filed and foreclosure action will be taken no later than 120 days from the date the assessment is in arrears.

SNOW PUSHING

A snow removal contractor has been hired to provide for snow removal of the main roads and parking areas. Snow and ice from roads will be cleared and de-iced, and parking areas will be cleared. Contractors shall commence snow removal prior to notification when snowfall has reached 3 inches and has ceased to fall or ice is present.

- All streets in the Reserve of Turpin Crest and Single Family Homes will have snow removed when accumulation reaches 3". Additional salting and removal under 3" will be performed at the discretion of the Board.
- In the Crest only, driveways and common sidewalks (the walks that run parallel to the street) will have snow removed when accumulation reaches 3". Additional deicing and removal will be performed at the discretion of the Board.

RESPONSIBILITIES

The Association is responsible for the maintenance, repair and operation of the Common Area.

Towne Properties provides a 24 hour telephone service to provide you with immediate service in case of emergencies in your living unit due to water, wind, hail, fire damage, etc. In case of an emergency, please call 489-4059.

ANNUAL MEETING PROCEDURES

1. Notices for the annual meeting should be mailed to each homeowner of record 10-30 days before each meeting – 15 days is normal.
2. Notices will inform each homeowner as to the purpose of the meeting (election of Board Members), date, time and location of the meeting.

The notice will:

- a. Explain the proxy and how it may be assigned to any person or assigned to the Board.
- b. Include a Towne Properties self-addressed stamped envelope so that homeowners may easily assign their proxy to whomever they wish, if they are unable to attend the meeting.
- c. May also include a brief resume from each Board candidate.
- d. Will include the agenda for the annual meeting.

The agenda should define the date, time and place of the meeting, as well as those items described in the By-Laws and/or additional items such as a vote to change a By-Law, etc.

In addition, the agenda should allow a set amount of time (3 minutes) for each Board candidate to address the meeting.

Notice should include:

- a. Proxy
- b. Agenda
- c. Candidate resumes

MEETING

1. A sign in sheet will be provided listing all the homeowners' names and addresses with space available for signature.
2. The homeowners will sign their name next to their address and name and then receive a ballot.
 - a. If homeowners or other appointees have been assigned a proxy, they should sign their name on the line of the person who assigned the proxy. They then will receive a ballot. The sign in sheet will then be marked with a (p) by the staff member.
 - b. On all proxies assigned to the Board, the same procedures should apply, only Board should be placed in the assigned space. NOTE: the staff members keep all proxies in their possession.

3. Meeting called to order:
 - a. The agenda should be followed.
Ask for nominations from the floor. Give each nominee three minutes to address the meeting.
 - b. Close the nominations
 - c. Restate each candidate's name.
 - d. Ask the meeting to vote their ballots.
 - e. Gather the ballots.
 - f. The ballots should be counted by the staff or persons appointed at the meeting. If the results are close, the ballots should be recounted.
 - g. The results should be presented to the Board Secretary in writing and signed by the persons who tabulated the ballots.
 - h. The results of the voting should be read twice to the audience.

ASSOCIATION RULES AND REGULATIONS

1. **Obstruction of Common Areas and Facilities.** There shall be no obstruction of Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided. Each homeowner shall be obligated to maintain and keep in order and repair his own living unit.
2. **Hazardous Uses and Wastes.** Nothing shall be done or kept in any living unit or in the Common or Limited Common Areas and Facilities which will increase the rate of insurance of the buildings or contents thereof, applicable for residential use, without prior written consent of the Association. No homeowner shall permit anything to be done or kept in his living unit or in the Common or Limited Common Areas and Facilities which will result in cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste will be committed in the Common or Limited Common Areas Facilities.
3. **Exterior Surfaces of Building.** Townhome owners shall not cause or permit anything to be hung or displayed on the outside windows or placed on the outside wall of any building or structure and no sign, awning, canopy or shutter shall be affixed to or placed upon any exterior walls or roof unless and until the homeowner has complied with the Architectural Control Guidelines contained herein. In addition, no antenna or satellite dish may be installed unless and until the homeowner has complied with the Architectural Control Guidelines contained herein. Please contact the management company regarding additional rules and regulations for cable and satellite television antennae, dishes, and the like.
4. **Animals and Pets.** Please be courteous to your neighbors when considering pets. Dogs, cats, and other household pets are permitted in the community provided they are not kept for commercial purposes. Any such pet causing or creating an unreasonable disturbance or unsanitary conditions shall be permanently removed for the property subject to these restrictions upon three (3) days written notice from the Board.
 1. Dogs must be under leash control at all times on COMMON PROPERTY. All pet owners are responsible for CLEANING UP AFTER THEIR PETS UPON OCCURRENCE. THIS INCLUDES PRIVATE AND COMMON AREAS.
 2. No animal may be a nuisance by barking, howling, or making loud noises so as to disturb your neighbors' rest or peaceful enjoyment of their living unit.
 3. NO PETS are allowed in the Club House, Pool, Pool Deck, and Tennis courts.
5. **Nuisances.** No noxious or offensive activity shall be carried on in any Living unit or any Lot or in the Common Areas or Limited Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other homeowners or occupants.

6. Impairment of Structural Integrity of a Townhome building. Nothing shall be done in any Living Unit or to the Common or Limited Common Areas and Facilities which shall impair the structural integrity of any building or which would structurally change any building.
7. Laundry of rubbish on Common Area and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the property which shall be kept free and clear of rubbish, debris, and other unsightly materials. Storage shall be strictly in accordance with the Rules and Regulations.
8. Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas and Facilities except in accordance with the Rules and Regulations.
9. Rental of attached single-family Living Units. The homeowners of the respective attached single-family Living Units (including the Declarant) shall have the right to lease or rent any subject to the provisions in Article VIII of the Declaration. In no event shall said lease or rental period be less than six (6) months.
10. Non-discrimination. No homeowner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, color, creed or national origin in the sale, lease or rental of any living unit nor in the use of the Common Areas and Facilities.
11. Rules and Regulations. The listing of the specific use restrictions above shall not bar the Association from making any reasonable rules and regulations which place additional or different use restrictions on the property.
12. Compliance with Covenants, Conditions and Restrictions. Every homeowner shall comply strictly with the Covenants, Conditions and Restrictions set forth in this Declaration, with the By-Laws of the Association and with the Rules and Regulations in relation to the use and operation of the townhome, the Units, the Common Areas and Facilities, the Limited Common Areas and the other townhome Property. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages, or injunctive relief or all of them, as provided by Section 5311.23 of the Ohio Revised Code.
13. Each of the above Restrictions and Covenants shall be independent of every other. Invalidation of any of the above by judicial proceedings or any other means shall in no way affect the validity of the others.

14. It is the responsibility of the Association to paint and make surface repairs on exterior surfaces of doors and window frames for the Crest home owners; therefore, Crest home owners should not do any exterior painting, without the Board's approval.
15. Burning of trash on any part of the property (which includes all Lots, Common Areas, and Limited Common Areas) is strictly prohibited.
16. Crest home owner's garages shall be used only for parking of vehicles and other customary purposes. Under no circumstances can a garage be converted into or used for a living area or a workshop. In addition, extraordinary or extensive maintenance of motor vehicles shall not be performed on the property.
17. No building, wall, shack, barn, outbuilding, dog house, or other structure shall be erected on any part of the property unless and until the homeowner has complied with the Architectural Control Guidelines contained herein.
18. No trees of any size may be removed from the Common Areas or Limited Common Areas without Board approval.
19. Crest home owners may not erect bird baths, bird feeders, decorative lawn structures, decorative timbers, benches, flower boxes, or the like be placed upon any part of the property unless and until the Crest homeowner has complied with the Architectural Control Guidelines contained herein.
20. Crest home owners may plant flowers and other similar plantings in existing flower beds located on the Lot owned by that homeowner. No such flower or planting, however, shall exceed four feet in height. In addition, the Board also shall retain the right, in its sole and absolute discretion, to determine whether any or all flowers or other plantings may remain or need to be removed. Crest owners planting flowers or any other such plantings are urged to follow the Architectural Control Guidelines contained herein before proceeding with planting any flowers or similar plantings. No new flowerbeds may be installed unless or until the homeowner has complied with the Architectural Control Guidelines contained herein. If it becomes necessary for the Association to enter upon any Lot to remove, repair or otherwise maintain any alterations or improvements installed or planted by the homeowner, any charges incurred by the Association in correcting the violation or problem (including court costs and reasonable attorneys' fees) shall constitute a charge against the subject property and shall become a personal obligation of the homeowner thereof, and the Association shall have a lien upon the Lot for such expenses.
21. Crest home owners may not install screening or shielding of any type unless and until the Crest owner has complied with the Architectural Control Guidelines contained herein.
22. The Crest requires all fireplace logs must be kept within the private patio area. No firewood may be stacked against the siding or the side of any Living Unit.

23. Crest home owners --Please remember that all modifications or improvements must be in keeping with the character of the overall community and must be approved by the Board, in writing and in advance, pursuant to the Architectural Control Guidelines. Crest home owners who make approved additions and improvements will be responsible for the maintenance of all such additions and improvements.

24. All motor vehicles (including dirt bikes, four-wheelers and other ATV's and mini-bikes) are restricted to the street and driveway and shall comply with all state and local laws. Under no circumstances shall any dirt bike, four-wheeler, or other ATV or mini-bike be ridden on any part of the Association or Common property.

THE MANAGING AGENT

The Managing Agent for the Reserve of Turpin Homeowners' Association is responsible to the Board of Trustees for carrying out the day-to-day operations of all Association business and commonly held real property.

The Managing Agent has specific authorization and obligations as contained within the management contract. The management contract will generally run for a period of one (1) year. The present Managing Agent is:

Towne Properties Asset Management Co., Inc.
11340 Montgomery Road
Suite 202
Cincinnati, OH 45249
(513)489-4059

It is the responsibility of the Managing Agent to bid, contract, oversee and direct all contractors, vendors, etc., servicing the Association under the approval of the Board of Trustees. The Managing Agent will select, oversee and direct all employees including maintenance personnel.

The Management Company is the vehicle by which the overall administration, policies and procedures, managerial decision, etc, of the Board of Trustees acting on behalf of all homeowners/members, are carried out. The expertise and experience of a qualified management company provides the Board of Trustees with the information and facts necessary to make appropriate decisions on all aspects of the Association administration and management of common real property.

RESERVE OF TURPIN HOMEOWNER ASSOCIATION COLLECTION POLICY

- A. FIRST NOTICE
- Mailed on the 20th of the month to anyone that is fifteen (15) days delinquent. Also, a \$10.00 late fee per month, charged after the 10th day of the month.
- B. SECOND NOTICE
- Certified letter is mailed on the 20th day of the month to anyone that is fifty (50) days delinquent. This notice will request full payment within ten (10) days from the date of the notice or a lien will be recorded with NO FURTHER NOTICE.
- C. LIEN
- When a homeowner is in default of payment of past due assessments and any other accrued fees for more than 90 days, a lien will be prepared and recorded against the respective living unit by the attorney of record. The homeowner will be responsible for all legal fees and collection expense.
- D. FORECLOSURE
- Any lien remaining unpaid for a period of over thirty (30) days, the Board of Trustees, by Resolution, may request the Association's attorney to enforce action as provided for in the declaration of Covenants, Conditions and Restrictions.

RESERVE OF TURPIN PARKING POLICIES AND PROCEDURES

WHEREAS, the Declaration prohibits the parking of any mobile home, trailer, boat, or anything other than operative automobiles and motorcycles on any part of the Common or Limited Common Areas;

WHEREAS, the Declaration assigns the Board of Trustees powers and duties necessary for the enforcement of the documents and provides specific remedies for the abatement of any violation; and

WHEREAS, for the health, safety, welfare, comfort and convenience of all residents, the Board wishes to establish a policy regarding unauthorized parking, so that it may equitably and consistently enforce the governing documents;

NOW, THEREFORE, be it resolved that the following parking policies and procedures be adopted by the Board:

1. All motor vehicles and any other transportation device of any kind, shall display current licenses and be maintained in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emissions or appearance.
2. No homeowners or tenants shall repair or restore any vehicle of any kind upon the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
3. No commercial vehicle, truck, tractor mobile home or trailer, camper or camper trailer, boat or other watercraft shall be stored or parked in the property. No vehicle with letters or other markings over four inches (4") in height or width shall be stored or parked on the property.
4. No "junk vehicle" shall be stored or parked upon the Common Area. "Junk Vehicles" shall be defined as a vehicle not used on a consistent basis by the homeowner for purposes of travel in the ordinary course of day-to-day activities. Vehicles without current license plates and registration will be considered abandoned and towed at the homeowner's expense.
5. In the Crest no vehicles may be parked on the street. Parking is limited to drives and the off-street parking pads

ENFORCEMENT PROCEDURES

1. The Board or its authorized representative shall tag any vehicle that is in violation of this policy. The tag shall indicate the violation and notify the owner to remove the vehicle within 72 hours. The tag shall further state that in the event the vehicle is not removed within 72 hours, the vehicle will be removed from the property.
2. The Board or its authorized agent shall mail a letter to the owner whose vehicle is in violation. When the vehicle's owner's address is not known, the vehicle shall be removed in accordance with the tag referred to above within 72 hours.
3. The Board may enter into a towing contract with a reputable towing company to carry out the removal of vehicles prohibited by the documents in this policy and procedures.
4. The Board of Trustees and its agents, including the towing service contractor, shall comply with the provisions of Ohio Revised Code Section 4511.681 prior to the towing of any vehicle.

RESERVE OF TURPIN GUIDELINES FOR POOL USAGE

1. **NO LIFEGUARD IS ON DUTY.** Swim at your own risk.
2. Pool hours are 10:00a.m. to 9:30 p.m (seasonal). Open daily.
3. Children are the sole responsibility of their parents, guardian or baby-sitter who must be present with children in the pool area.
4. Resident children under 12 years of age must be accompanied by an adult parent, guardian or babysitter at least 16 years of age.
5. No glass containers are allowed in the pool area according to Ohio state law. All beverages must be in paper, soda cans or plastic containers.
6. No pets or animals of any kind are permitted in or around the pool and tennis areas.
7. Balls, plastic toys, air mattresses, etc. will be permitted as long as they do not interfere with other swimmers.
8. All guests must be accompanied by an adult association member.
9. Pool furniture may not be removed from the deck area.
10. The pool may not be reserved for individual private parties.
11. The pool may not be used if renting the community building/club house.
12. Proper swim attire should be worn at all times. No cut off jeans please. Infants must be diapered and wearing rubber pants/swimming diaper while in the pool.
13. No diving will be permitted.
14. Nuisances. No noxious or offensive activity shall be carried within the Pool areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other homeowners or occupants.

RESERVE OF TURPIN COMMUNITY BUILDING RULES AND POLICIES

The Community Building is available to community members of the Reserve of Turpin to rent for private social functions. To rent the Community Building, contact the Clubhouse Coordinator well in advance of your function to ensure your rental reservation. A \$150.00 security deposit will be required. The Community Member will be responsible for any damage occurring to any furniture or fixtures during their use of the Community Building. A \$150.00 nonrefundable fee is charged for the use of the Community Building. A copy of the rules and policies will follow.

I. General

1. Community Building restroom facilities are open to all residents when the pool is open.
2. Community Building restroom facilities are available for exclusive use, during the off-season when the pool is closed.
3. Climate control settings are maintained as requested by the Board of Trustees and directed by the Managing Agent.
4. Community Building shall be cleaned as stated under "Cleaning"

II. Private

1. Availability: The Community Building is available for rental by all Community Members.
2. Denied Use: A Community Member may be denied the use of the Community Building for the following reasons:
 - a. History of damage to Community Building
 - b. History of negligence concerning Community Building Rules and Policies
 - c. Delinquent – more than sixty (60) days delinquent in payment of
 - d. assessments

Other reasons deemed substantial by the Board of Trustees

The Board of Trustees must approve any denials of use by a Community Member.

3. Reservations: Reservations are made by submitting the Community Building Rental Agreement to clubhouse@reserveofturpin.com **not less than seven (7) days, and not more than 180 days (6 months) in advance of the date of the function.** You will be contacted by the Clubhouse Coordinator. All dates are reserved on a first come, first serve basis. The fee and deposit must be received within 24 hours of placing the reservation or the reservation will be cancelled.
4. Fees. A \$150.00 fee for use of the facility. Security deposit of \$150.00 will be returned within 72 hours after the event if the Community Building is left in acceptable condition, no damage has occurred and there have been no infractions of Community Building Rules and Policies. The Board of Trustees shall have jurisdiction over all questions in this matter.

Appeals may be made to the Board of Trustees.

Checks or money orders should be made payable to the Reserve of Turpin Homeowners' Association.

5. Hours Available: The Community Building is available for private functions between the hours of 10:00 a.m. and 2:00 a.m. the morning following. Cleaning must be completed before 9:45 a.m. the day following the function, unless other arrangements are made by the Clubhouse Coordinator. Entrance to the Community Building for the purpose of preparing for a private function may not begin before 8:00 a.m. on the day of the rental.
6. Supervision: The Community Member renting the Community Building must be a legal adult, and in attendance for the duration of the function. He/she is responsible for the conduct of all guests.
7. Keys: The Community Building key must be returned to Clubhouse Coordinator by 9:45 a.m. the day following the function. Community Building must be locked (doors and windows) when departing. Failure to return the key at this time or failure to lock the Community Building will result in the forfeiture of security deposit. If key is lost, misplaced or stolen, the Community Member renting the Community Building will be charged for the replacement of the locking system and keys.
8. Alcoholic Beverages: Under no circumstances shall alcoholic beverages be sold at any function. If alcoholic beverages are served, the Community Member reserving the Community Building is responsible for preventing the serving of alcohol to minors. The Community Member shall hold the Reserve of Turpin Homeowners' Association harmless from any and all liability or damage resulting from the actions of an intoxicated guest.
9. Parking: All guests' vehicles must be properly parked in the parking lot area. Any vehicle improperly parked may be towed at the owners' expense. It shall be the responsibility of the Community Member renting the Community Building to inform his/her guests where to park. In the event of snow it cannot be guaranteed that the lot will be cleared for parking.
No vehicles may be parked on the street in The Crest!
10. Cleaning: The Community Member renting the Community Building is responsible to collect all their waste and place it in the large garbage cans in the storage room of the building. All food and other items must be removed from the Community Building and the common grounds surrounding the building must be cleaned of any – function related debris. All furniture must be returned to its original position. Please see the Community Building Cleaning and Usage Checklist. Failure to clean Community Building satisfactory will result in forfeiture of all, or part of security deposit.

11. Pool Area: The swimming pool area is that area contained within the surrounding fence and containing the swimming pool. The pool area is strictly "Off Limits" to all guests of a private function. Evidence of a violation of this policy will result in forfeiture of security deposit. Bathing suits are prohibited in the Community Building (except in restroom area).
12. Tennis Court: The tennis court area is NOT part of the Community Building Rental Agreement. It is strictly for tennis and pickleball. All restrictions are posted on signage at the gate.
13. Inspections: It is the responsibility of the Community Member renting the Community Building to immediately tour and inspect the space (including storage room) with the Clubhouse Coordinator at the time the key is picked up prior to the function. It is imperative that the inspection is thorough, and any soiled or damaged items are noted in writing.

Assessments for damage or loss of Community Building property will be based on the visual inspection and review of the space (including storage room) by the Clubhouse Coordinator and Community Member at the time the key is returned. Any know damage or loss must be reported immediately by the Community Member. The Community Member renting the Community Building is responsible for the payment of repair or replacement costs for any and all items damaged or lost as a result of or occasioned by the Community Member or his/her guest.

Board of Trustees

The Board may waive the fee and deposit for community events. Any damage occurring at such an event shall be the responsibility of the Community Member that entered into the Community Building Rental Agreement, as the event planner. A Board member shall be responsible for completing all Community Building inspections and checklist both prior to and after the event. These tasks may be delegated to the Clubhouse Coordinator, if they waive their service fee.

It shall be the responsibility of the Board of Trustees to affect the repair or replacement of all Community Building property damage during a private or function. Under no circumstances shall a Community Member remove property from the Community Building area.

Clubhouse Coordinator

The Clubhouse Coordinator(s) will make available to the Managing Agent who will then present to the Board of Trustees, upon request, a complete accounting of Community Building rentals each month. Also, the Clubhouse Coordinator is responsible for accurately maintaining the Event Calendar, regarding Community Building rentals.

III. Cleaning

- 1. Routine professional cleaning will be performed by outside personnel directed by the Managing Agent.

Scope of Work Assigned

- *Wash kitchen counters and cabinets
- *Clean appliances
- *Vacuum carpeted areas and upholstered furniture
- *Mop vinyl and ceramic areas
- *Wash windows
- *Dust
- *Remove all waste and trash
- *Clean ledges, windowsills, rails and moldings.
- *Clean tables and chairs
- *Clean smudges or spills from walls and woodwork
- *Clean bathrooms (floors, toilet, sink, mirror, counter)

Schedule

- 1 Routine professional cleaning as requested by the Board of Trustees and directed by the Managing Agent.
- 2. After any private function, all cleaning items on the Community Building Cleaning and Usage Checklist must be completed by 9:45 a.m. the day following the function.

<u>Wi-Fi</u>	
Network:	Reservclubhouse
Password:	reserve2018

**THE RESERVE OF TURPIN
COMMUNITY BUILDING CLEANING AND USAGE CHECKLIST**

	Acceptable	Unacceptable	Minimum Charge when Unacceptable
1. TV Damage (replacement).	_____	_____	\$1,200.00
2. TV Remote Control replacement.	_____	_____	\$75.00
3. Garbage Removal: Place bagged garbage/trash in the large trash cans in the Community Building storage room. Do NOT use the trash cans on the swimming pool deck.	_____	_____	\$50.00
4. Food and Misc.: Remove all food and other items related to function from refrigerator, cabinets and drawers.	_____	_____	\$50.00
5. Return furnishings to their proper places.	_____	_____	\$50.00
6. Clean Community Building by 9:45 a.m. the day following the function. This includes wiping all countertops and tables, vacuuming all floors, cleaning refrigerator, stove, microwave and garbage disposal.	_____	_____	\$100.00
7. Remove all fasteners for hanging objects from walls. Ensure no damage is caused to the walls by tapes, sticky putty and/or adhesive hangers & hooks.	_____	_____	\$100.00
8. Close and lock all windows and doors.	_____	_____	\$150.00
9. Return key by 9:45 a.m. the day following function.	_____	_____	\$50.00
10. Close Community Building by 2:00 a.m. and vacate grounds by 2:30 a.m. the morning following function.	_____	_____	\$150.00
11. Maintain swimming pool and tennis court areas as strictly OFF LIMITS.	_____	_____	\$150.00
12. Keep all doors and windows closed during the function when the heating or air conditioning is in use.	_____	_____	\$100.00
13. Other Damage: _____ _____	_____	_____	To be Determined

Date of Function: _____

Date of Inspection: _____

Signature of Community Member: _____

Address: _____

Home Phone: _____ Mobile Phone: _____

Approved by Clubhouse Coordinator: _____

THE RESERVE OF TURPIN COMMUNITY BUILDING RENTAL AGREEMENT

This agreement is made and entered into by and between The Reserve of Turpin Homeowners' Association and the Community Member named below for the rental and use of the Reserve of Turpin Community Building that is located at 2497 Coveyrun South in Cincinnati, Ohio. The rental and use of the Community Building and Community Building property shall be for the specific function indicated below and shall be in accordance with the provisions of this agreement, the Community Building Rules and Policies, and the Association's Governing Documents for the Reserve of Turpin Homeowners' Association, all as may be amended from time to time, and which are incorporated herein by reference.

Community Member: _____

Address: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

Date of Function: _____

Rentals times are from **10:00 a.m.** (date of function) through **2:00 am** (the morning following)

Number of Guests: _____ **Maximum Occupancy Posted on the Premises**

Member Will: Serve Food (Y) (N)
 Serve Liquor (Y) (N)
 Use Kitchen (Y) (N)
 Have Dancing (Y) (N)
 Have Music (Y) (N)

If yes, type: (band, stereo, etc.) _____

NOTE: Liquor is not to be sold on the premises at any time.

A \$150.00 use fee (check or money order), and a separate \$150.00 security deposit (check or money order) must accompany this application. The Community Member renting the Community Building is responsible for the payment of repair or replacement costs for all Community Building property damaged or lost as a result of or occasioned by the Community Member's use of the Community Building property. The security deposit will be returned within 72 hours after the function, if the Community Building is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of the rules.

If the Community Building is not left in acceptable condition, damage or loss has occurred, and/or there have been infractions of the rules, then any remainder of the security deposit will be refunded within 30 days after the function, or after any appeals to the Board of Trustees are resolved.

All guests' vehicles must be properly parked in the parking lot area, and the area cleaned of any event related debris after the function. **No vehicles may be parked on the street in The Crest.**

Rental hours for the function will begin at 10:00 a.m. The Community Member renting the Community Building and/or guests are absolutely not allowed in the pool or tennis court areas during a function. Closing time for private functions is 2:00 a.m. the morning following, and grounds must be vacated by 2:30 a.m. Cleaning must be completed before 9:45 a.m. the day following the function, unless other arrangements are made by the Clubhouse Coordinator. If the key is lost, misplaced or stolen, the Community Member renting the Community Building will be charged for the replacement of the locking system and keys.

NOTE: Any violation of the Community Building Rules and Policies or disturbances created as a result of the function will require the Community Member to appear before the Board of Trustees for approval of any future rentals. The Board of Trustees has the right to suspend the privileges of any Community Member who has, in the opinion of the Board, violated Rules and Policies or the terms of this agreement.

I understand and agree to abide by the terms of this Agreement and the Community Building Rules and Policies. I understand that I am responsible for any loss or damage of property that may occur as a result of this function. I acknowledge that I have read this Agreement, the Community Building Rules and Policies, and the Association's Governing Documents for the Reserve of Turpin Homeowners' Association that are referred to herein.

This Agreement entered into on (date): _____

Signature of Community Member _____

Approved by Clubhouse Coordinator _____

On behalf of the Reserve of Turpin Homeowners' Association

USEFUL PHONE NUMBERS

City of Cincinnati Sanitation	(513) 352-3691
Emergency (Police & Fire)	911
Cincinnati Bell Telephone	(513) 566-5050
Cincinnati Gas & Electric	(513) 381-2000
Cincinnati Board of Health	(513) 632-8451
Poison Control	(513) 558-5111
Maintenance (24-hour emergency)	(513) 489-4059