

Reserve of Turpin Homeowners Handbook

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 when they take title to their living unit.

If this handbook conflicts with any documents, the Declaration, Articles of Incorporation, and By-Laws shall control. The governing documents for the Reserve of Turpin are in the Document section of the TownSq app and on the FAQ page at reserveofturpin.com.

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Crest and Recreation

Crest: The Crest comprises 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 deeded to the Recreation Association, which includes the entrance, recreation facility, and some common ground.

What is a Homeowners Association (HOA)?

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 will take care of it?”

The 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 be responsible 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. Each lot owner in a described area is automatically a member. Each member is charged a proportionate share of the expenses for maintaining common property and supporting other necessary organizational activities.

HOA Responsibilities

The primary 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, such as enforcing the master regulations and architectural controls and establishing an effective communication system among members.

To assure the homeowners of a well-run organization, a professional management firm is hired to coordinate and supervise the Association’s maintenance, financial, and architectural facets.

In addition to its role as a board of directors, the HOA Board is appropriately called a “working board.” Its members are assigned roles to manage the community, such as Landscape Chair or Architectural Chair. In most cases, each board chair is actively involved in managing their assigned category.

Governing Documents

Declaration of Covenants

The Declaration details each homeowner’s property and his rights and obligations in the Association. Master regulations are essential rules in your day-to-day living. They are set up to make sharing the property convenient and easy for you and everyone involved.

Articles of Incorporation

Establish the Association and its purpose, structure, and powers.

By-Laws

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

Amendments

A governing document may only be amended through a resolution favorably voted by 75% of the community.

The Reserves

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

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 sound financial policy and can consequently be more receptive to lending money to communities with a good, established Reserve Account policy. Reserves do, therefore, directly affect the resale value in HOAs.

HOA Board

The purpose of your HOA Board is to allow elected representatives of all homeowners/members to set forth and administer policies and procedures and make managerial decisions affecting the operation and maintenance of the association business and all commonly held real property.

The members of the Board are Trustees, 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.

HOA Board Responsibilities

- 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 as Trustees

President

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 By-Laws.

Vice President

Vice President shall fulfill all the duties of the President when the President is unable to do so.

Secretary

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 assigned to the Office of Secretary.

Treasurer

Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping complete 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 HOA Board of Trustees shall have the power to employ a Manager or Management Company as necessary and prescribe its duties.

Annual Meeting

Notification

Notices for the annual meetings should be mailed to each homeowner of record 1–30 days before each 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 meeting date, time, and place as well as items described in the By-Laws and/or additional items, such as a vote to change a By-Law. In addition, the agenda should allow each board candidate a set amount of time (3 minutes) to address the meeting.

Meeting

Homeowners hold the annual meeting to elect homeowners to the Board of Trustees. Members of the Association may vote or act in person or by proxy. The meetings are usually held in March, April, or May.

- a. A sign-in sheet will be provided listing all the homeowners' names and addresses with space available for signature.
- b. The homeowners will sign their name next to their address and name and then receive a ballot.
 1. 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 staff member will then mark the sign-in sheet with a (p).
 2. The same procedures should apply to all proxies assigned to the Board; only the Board should be placed in the assigned space. NOTE: staff members keep all proxies in their possession.

The meeting is called to order:

- a. The agenda should be followed.
- b. Ask for nominations from the floor. Give each nominee three minutes to address the meeting.
- c. Close the nominations.
- d. Restate each candidate's name.
- e. Ask the members to vote their ballots.
- f. Gather the ballots.
- g. The staff or people appointed at the meeting should count the ballots. If the results are close, the ballots should be recounted.

Community Rules

1. Obstruction of Common Areas and Facilities: There shall be no obstruction of Common Areas and Facilities. Nothing shall be stored in the Common Areas and Facilities without the Association's prior consent except as hereinafter expressly provided. Each homeowner shall be obligated to maintain and keep their living unit in order and repair it.

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 violate 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 that has not been pre-approved in the governing documents or approved by 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. Please contact the management company regarding additional rules and regulations for cable and satellite television antennae, dishes, and the like.

4. Animals and Pets: When considering pets, please be courteous to your neighbors. Dogs, cats, and other household pets are permitted in the community, provided they are not kept for commercial purposes. No animal may be a nuisance by barking, howling, or making loud noises to disturb your neighbors' rest or peaceful enjoyment of their living unit. Any pet causing or creating an unreasonable disturbance or unsanitary conditions will be treated as a nuisance and its owner will be fined accordingly. Dogs must always be under a leash in a common area. Pet owners are responsible for cleaning up after their pet. No pets are allowed in the Club House, Pool, Pool Deck, or Tennis Courts.

5. Activities: Behavior and activities that are determined to be offensive or noxious, whether done willfully or negligently, which may be or become an annoyance to the homeowners or occupants, will not be tolerated. Offending members may be subject to a fine to be determined by the board.

6. Impairment of Structural Integrity of Townhome Buildings: 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 structurally change any building.

7. Aesthetics: 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.

8. Recreation Equipment: When members use items such as playpens, bicycles, wagons, toys, vehicles, or outdoor furniture in the Common Areas, they must remove these items at the end of the day.

9. Tolerance: 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 or in the use of the Common Areas and Facilities. No one who is a registered sex offender or violent felon in any state may occupy any lot in the Property.

10. Painting and Repairing: The Association is responsible for painting and repairing the exterior surfaces of doors and window frames for Crest homeowners; therefore, Crest homeowners should not paint their exteriors without the Board's approval.

11. Burning Trash: On any part of the property (which includes all Lots, Common Areas, and Limited Common Areas) is strictly prohibited.

12. Garages: A garage may not be converted into or used as a living area or workshop. In addition, extraordinary or extensive maintenance of motor vehicles shall not be performed on the Property, including on the Community Clubhouse parking lot.

13. Structures: No buildings, walls, shacks, barns, outbuildings, doghouses, decorative ponds, or other structures shall be erected on any part of the property unless and until the homeowner has complied with architectural guidelines and the Board has approved homeowner plans.

14. Trees: No trees of any size may be removed from the Common Areas or Limited Common Areas without Board approval. No decorative timbers, benches, flower boxes, or the like may be placed upon any part of the property unless and until the Crest homeowner has complied with the Architectural Control Guidelines contained herein.

15. Gardens: Residents may plant flowers and similar plants in the lot's existing flower beds owned by that homeowner. However, no flower or planting shall exceed four feet in height. In addition, the Board 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. No new flowerbeds may be installed until the homeowner has complied with the Architectural Control Guidelines. 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. The Association shall have a lien upon the Lot for such expenses. The HOA Board reserves the right to remove items inconsistent with the general aesthetic or decorative character prevailing throughout the Reserve of Turpin.

16. Screens: Crest homeowners may not install screening or shielding of any type unless and until the Crest owner has complied with the Architectural Control Guidelines contained herein.

17. Wood Piles: The Crest requires keeping all fireplace logs within the private patio area. No firewood should be stacked against the siding or the side of any unit within the Reserve of Turpin.

18. Grills: The insurance policy for the Crest prohibits charcoal and flame grills from being operated within 10 feet of the Crest multi-unit structures. If, in an investigation, it is determined that the source of a fire was a grill, the Reserve of Turpin policy could be voided.

19. Appearance: 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, under the Architectural Control Guidelines. Crest homeowners who make approved additions and improvements will be responsible for maintaining all such additions and improvements.

20. Off-Road Vehicles: Motor vehicles (including dirt bikes, four-wheelers, and other ATVs and minibikes) 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, ATV, or minibike be ridden on any part of the Association or Common property. The activity shall be treated as a nuisance.

21. Trash: Pickup is performed weekly by the City of Cincinnati. A free large-item pickup can be arranged by contacting the city. Trash pickup is on Wednesdays unless preceded by a holiday. Trash must be put out by 6:00 am and placed in bags or cans. All trash containers or trash must be out of sight within 24 hours after pick-up.

22. Modifications: All landscaping and structural modifications to the exteriors of homes in the Crest and where applicable in all of the Reserve of Turpin must receive Board approval following the submission of the application form, which can be found and submitted through www.reserveofturpin.com or the TownSq app.

Every homeowner is required to comply with the Covenants, Conditions, and Restrictions outlined in the Declaration, with the By-Laws of the Association, and with the Rules and Regulations 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.

Insurance Coverage for 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 changes and/or additions that have been made to the living units' interior or exterior since the original walk-through.

The insurance policy purchased by your Association provides very broad coverage for insurable peril, not including maintenance. This policy covers the following properties:

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.
3. Wall coverings, paint, and wallpaper are covered. Pictures, mirrors, and decorations are not covered.
4. Plumbing and electrical fixtures are covered. Hot tubs are not covered.
5. We provide coverage for backup from sewers and drains.
6. Glass forming a part of the building is covered for an insurable peril, not including maintenance, on an unlimited basis.
7. 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 \$10,000 deductible per occurrence, for which the homeowner is responsible. As of 1 October 2025, the deductible will be reduced to \$5,000.00 per occurrence.

Because the Association's policy is comprehensive, the amount of optional coverage one should purchase when selecting a homeowner policy is minimal. You should select an HO6 (Townhome Homeowners) policy if you own and occupy a living unit. Under no circumstances should you purchase another type of policy. Inquire about an "All Risk" contract. Crest homeowners 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 optional. Additions, 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 rent 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.

Loss assessment coverage is not necessary for the tenant unless you are under contract with the homeowner.

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

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

Regardless of your situation, 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 the provisions of the actual insurance contract.

The HOA policy can be found in the Documents section of the TownSq app and online at www.reserveofturpin.com. If you ever have a question about whose insurance is responsible for a particular incident, call the Towne Properties office at 513-489-4059 or send a “Contact Admin” request through Town Sq.

When you purchased your living unit, you should have received copies of the Declaration and By-Laws. Please read these documents carefully since they establish your rights as a homeowner. They also help define areas that are restricted to maintain 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.

Common Areas

All homeowners own the Common Areas and will remain undivided. The Common Areas are for the use and enjoyment of all residents. Because an individual does not own the Common Areas, the individual may not use the areas in ways not approved by the Homeowners’ Association.

Some examples:

1. You may walk your dog in the Common Area, but the dog must be on a leash and picked up after.
2. Driveways in the Crest are considered Common Areas so you may not use them to park trucks, campers, boats, etc.

The HOA Board has the authority to regulate Common Areas, consistent with the community’s approval, with the intention that they are for all homeowners’ use and enjoyment.

The same principles apply to Common and Limited Common Areas, except that Limited Common Areas are for the exclusive use of the individual: patios, balconies, stoops, etc. The actual area that is deeded as your personal property can be found at:

https://www.hamiltoncountyohio.gov/government/departments/community_planning/maps__gis

Personal property areas are required to abide by the rules of the HOA.

Homeowners’ and Association Responsibilities

In Association living, the Association assumes specific responsibilities and homeowners assume other responsibilities. Homeowners should be aware of both. Article V Section 2 of the Declaration states these responsibilities, summarized here:

HOA Responsibilities

1. Provide for the maintenance, repair, and general upkeep of the Common Areas and any improvements in the Common Areas.
2. Provide grass-cutting and landscape maintenance on Common and Limited Common Areas.
3. Provide snow removal from the Common Areas, driveways at the Crest, and the main streets of the single-family homeowners.
4. Provide for exterior maintenance for all townhomes at the Crest:
 - a. Paint, caulk, repair, and replace roofs, roof vents, chimneys, gutters, downspouts, exterior wall surfaces, decks, and mailboxes.
 - 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 the Board determines from time to time 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 Responsibilities

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 sillcock, window and/or door glass, screens, and frames.
3. Providing for repair, replacement, or care of door jambs, thresholds, or operating parts of doors and windows (including skylights).
4. Providing cleaning, weather stripping, or replacing doors, windows, and skylights. Suppose a homeowner fails to maintain the lot and any improvements thereon in a manner satisfactory to the Board. In this case, 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 fees, court costs, and other expenses incurred to obtain access to the subject lot or living unit) shall be assessed against the subject lot following Article V.
5. Notify the community manager of structural issues that require repair. The Town Sq app directly links the residents to the Community Manager and your HOA Board.

Access to Lots within the Crest

The Association, through the Board and its 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 outlined in any of these documents. Please note that no notice is required for grass cutting or snow pushing.

Architectural Guidelines for the Crest

Architectural Application

The Association has been charged with 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 color change) 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 of surrounding buildings in the community.
2. The recognition of future maintenance problems or expenditures for the installation might cause the Association.
3. Adherence to guidelines established in the Declaration.

The procedures for filing an application are as follows:

1. Submit to Towne Properties Asset Management Co. a complete description of the improvement with a drawing, photograph, or catalog picture specification, as necessary, and attach to it a completed improvement application. This application can be found at www.reserveofturpin.com or in the Town Sq app.
2. The Board will review the submittal at the next scheduled meeting, when the application will be approved, disapproved, or returned with additional or alternative recommendations for improvement. The owner will receive a copy and a notice within five days of the meeting date.
3. Any change or improvement made by an owner is the owner's responsibility for maintenance, repair, and/or replacement.
4. Unauthorized changes or improvements must be removed or restored to the original condition at the discretion of the HOA Board and at the owner's expense.

The purpose of the Architectural Control approval process is not to discourage improvements but to control 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 favor improvements and hope that homeowners will desire to personalize their living units.

Maintenance Procedures

Common Areas

Common Areas include all portions of the Crest that are collectively owned by all members of the Homeowners' Association. The responsibility for maintaining, repairing, or replacing is borne by the Association. The funds are provided for by the monthly maintenance fee paid by each homeowner.

Crest homeowners' daily, weekly, and periodic building maintenance and operations are usually 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 that professional contractors or companies specializing in the required area of expertise perform. In some instances, outside contractors may also be used for jobs.

When a job requires outside contractors or companies, the Board will select from a list of preferred vendors from our HOA management company. If the provided vendors do not meet the job expectations, bids will be received from other selected vendors. 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.

The following is a brief description of various building services and the methods they usually use for the CREST and all Common Areas.

Grounds Care: During the spring and summer months, a contractor approved by the Board of Trustees maintains the Common Area lawn and shrub areas. An independent contractor performs lawn and shrub fertilization, weed control, and insect applications.

Blacktop, Concrete and Pavement: These areas are maintained by periodic repair and/or replacement by independent contractors as needed.

Snow Removal: All roads in the Reserve of Turpin will be treated and plowed according to the current snow event. Rec Facility parking will be treated and plowed once accumulation has reached 3 inches and after the snow event has ended. Ice melt will be applied to the parking area after being cleared. In the Crest, all streets will be treated with ice melt as dictated by the current snow event. Driveways will be cleared after 3 inches of accumulation and only after the event has stopped. Ice melt will be applied to streets and to driveways after they have been cleared. No sidewalks will be cleared. No overflow parking pads will be cleared. No walkways will be cleared.

24-Hour Emergency Service

In the event you have an emergency when our office is closed, please call 513-489-4059. 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 should contact Towne Properties immediately at 513-489-4059 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 ensure proper coverage on his or her homeowner's policy (HO6). It is best to comply with this notification even if there are doubts about 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. Calls should be directed to the Insurance Agent or Towne Properties if the homeowner has questions concerning this damage.
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 homeowner's responsibility.
7. Following these step-by-step procedures is the best way to ensure proper handling of your insurance claim.
8. Routine service calls should be submitted through the TownSq app.

Rentals

No part of any Lot, including but not limited to the home thereon, may be leased unless the owner obtains an “Undue Hardship” exception from the Board of Trustees as provided below. Notwithstanding the foregoing, Lot Owners who are leasing their Lots on the Effective Date (19 December 2024) shall be considered “Grandfathered” and shall be allowed to continue to lease their Lots, subject to the conditions below.

- (i) The board shall have the sole discretion to determine whether an “Undue Hardship” exists such that an Owner may lease their Lot. Owners desiring to apply for an Undue Hardship exception must do so by filing with the Board an application and documentation evidence of a situation whereby the inability to lease their Lot would result in an undue hardship. Applications for an Undue Hardship exception will be considered in the order in which they are received. An “Undue Hardship” grant is provided for only twelve months, after which time the Owner must apply for a new “Undue Hardship” exception. Circumstances constituting an Undue Hardship include but are not limited to the following:
 - a. An Owner is transferred one hundred (100) miles or more by their employer from Hamilton County, OH and the Lot has failed to sell after being listed for sale on the MLS at the appraised value for a period of six months.
 - b. If an Owner dies and the Lot is being administered by their estate, the Lot may be leased, provided that all assessments are current before leasing.
 - c. Owners of Lots that have been listed for sale on the MLS for one year may apply for hardship as long as the listing price is based on the appraised value.
 - d. If an Owner is admitted to a nursing home or other long-term care facility, the Lot may be leased, provided that all assessments are current prior to leasing.
- (ii) “Grandfathered” Owners shall be allowed to continue to lease their Lot until the title of their Lot is conveyed by any conveyance method. Thereafter, the new Owner of the Lot shall be subject to the provisions of this Amendment and the Lot shall no longer be considered “Grandfathered.” For an Owner’s Lot to be deemed “Grandfathered,” all the following conditions apply:
 - a. The lease on the Effective Date (19 December 2024) must be for a term of at least 30 days.
 - b. Within 30 days of the Effective Date, the Owner must provide the Association with written notice that their Lot is being leased, provide a copy of the lease, and provide the contact information for all occupants of the Lot as well as the contact information of the Owner (at an address and phone number other than the Lot).
 - c. Upon the Effective Date, be current, and thereafter, stay current, in the payment of all assessments. “Grandfathered” Owners who become delinquent in the payment of any assessments by 10 days shall forfeit their “Grandfathered” status.
- (iii) All lease agreements must be in writing. All lease agreements shall provide that the tenant is subject to this Declaration, the Association’s By-Laws, and the rules and regulations promulgated

by the Board. The failure to abide by the Declaration, By-Laws, and rules and regulations shall be a default under the lease. If the lease agreement does not provide, then, using this Covenant on the Property and the Lots and Lots, such provisions shall be deemed automatically included in the lease agreement. The Board shall have the power to remedy a default of the lease agreement as provided by Ohio law.

- (iv) All lease terms must be for a minimum of 12 months. Upon expiration of a lease term, a new lease for a minimum term of 12 months must be signed. Holdover tenancies are prohibited for Undue Hardship rentals but are permitted for Grandfathered Lots.
- (v) All proposed leases must be provided to the Association before signing. The Board may review a proposed lease before execution to ensure that it conforms to these restrictions and does not violate the Declaration, By-Laws, or the Association's rules and regulations. When providing a proposed lease to the Board, the tenant's rental amount and private information may be redacted. A copy of the lease agreements must be given to the Board immediately after execution.
- (vi) The Association may request the names of tenants, tenants' family members, and roommates who will occupy the Lot.
- (vii) Rental or use of a Lot or part of a Lot may not be used for transient or hotel purposes, which is defined as: (1) rental for any period less than thirty days; (2) rental under which occupants provide customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (3) rental of a portion of the residence to roomers or boarders who are neither related to nor employed by the Owner. This prohibition includes but is not limited to the licensing or use of any portion of a Lot for Airbnb, VRBO, and other peer-to-peer economic arrangements for the purpose of providing temporary lodging or housing.
- (viii) All Owners, their tenants, and all persons lawfully in possession and control of any part of a Lot shall comply with all covenants, conditions, and restrictions outlined in a deed to which they are subject and/or in the Declaration, By-Laws, or the rules and regulations of the Association. Violations of those covenants, conditions, or restrictions shall be grounds for the Association to assess fines and the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and obtain an award of court costs and reasonable attorney's fees in both types of action. Any fines levied against a lessee and not paid by said lessee shall constitute a lien against the Lot.
- (ix) Except as otherwise provided in the Declaration or By-Laws, the Association may initiate eviction proceedings, under Ohio Revised Code §§ 5321 and 1923, to evict a tenant for a violation of the Declaration, By-Laws, and/or the Association's rules and regulations. The Association, as the Owner's agent, shall bring the action in the Owner's name. In addition to any procedures required by Ohio Revised Code §§ 5321 and 1923, the Association shall give the Owner at least ten days' written notice of the intended eviction action. The costs of any eviction action brought under this provision, including reasonable attorney's fees, shall be charged to the Owner as an assessment against the offending Lot and shall be a lien against that Lot.
- (x) The Board shall have the power to make and enforce reasonable rules and regulations governing leases under this provision and violations of this provision.

- (xi) Any transaction that does not comply with the provisions of this Section shall be void unless subsequently approved by the Board in writing.
- (xii) The occupancy of a Lot by an immediate family member of the Owner(s) shall not be governed by this provision. “Immediate family member” shall mean a parent, sibling, children, or grandchildren of the Owners(s).
- (xiii) Any first mortgagee of a Lot that becomes the Owner of that Lot shall be permitted to lease it without being subject to the undue hardship requirement of this provision.

Signs and Flags

No signs of any kind, including but not limited to political and commercial signs, shall be displayed to the public view on any Lot, except for one professionally prepared sign of not more than six square feet in area that: (i) advertises a Lot for sale or rent; or (ii) advertises the services of a contractor that performed work on the Lot (in which case the sign may only be displayed for no more than seven days beyond completion of the work). Flags constitute signs and are therefore prohibited, except for those protected by law, as described below. Signs include any display of content that conveys a message, except for items that qualify as permitted “Seasonal, Holiday, and Yard Décor” as described below.

1. The flags that are protected by law are as follows:
 - a. U.S. Armed Services flags;
 - b. State of Ohio flag;
 - c. MIA/POW flag;
 - d. U.S. flag displayed according to official federal protocols, which are:
 1. “U.S. flag” means that only the official flag of the United States of America is permitted with 13 alternating red and white stripes and a blue field containing 50 white stars. No iterations or altered U.S. flags of any type may be displayed. This includes but is not limited to images that overlay the U.S. Flag or any color deviations of any part of the U.S. Flag.
 2. “Displayed according to official federal protocols” means that the U.S. Flag may be displayed only by any of the following:
 - a. The patriotic customs outlined in 4 U.S.C. 5–10 and 36 U.S.C. 902.
 - b. The recommended flagpole standards outlined in “Our Flag” published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998).
 - c. Any applicable federal law.
 - d. A proclamation of the President of the United States or the Governor of Ohio.
 - e. A Section of the Ohio Revised Code; or
 - f. A local ordinance or resolution.
2. Seasonal, Holiday, and Yard Décor. “Seasonal, Holiday, and Yard Décor” is defined as any art, decoration, display, or ornamentation that is displayed on a Lot to recognize a weather season, nationally recognized holiday, sports team, or as specifically described below, to create a typical aesthetic of a safe and friendly suburban neighborhood.
3. “Seasonal, Holiday, and Yard Décor” includes but is not necessarily limited to the following as context requires:
 - a. Flags and signs that are solely decorative and professionally crafted and that correlate to one of the four weather seasons, a nationally recognized holiday, or a sports team.

- b. Decorative signs noting the Lot's address.
 - c. No more than two minor, professionally prepared signs indicating that a security system protects the home or contains a warning of a dog, which must be displayed no further than five feet away from the dwelling unit.
 - d. Temporary yard decorations, such as blow-up letters or a sign displayed on a lawn, to celebrate a special occasion such as and including but not limited to a birthday, new child, graduation, school spirit, or school admission for no more than five days after the date correlated to the occasion.
 - e. Decorations and wreaths that correlate to a weather season or nationally recognized holiday, "welcome" signs, holiday lighting (including holiday light projections onto the house), and typical garden enhancements such as but not limited to birdbaths and small statues. Holiday decorations and lights may be erected no sooner than six weeks before the holiday to which they correlate and must be removed no later than four weeks after such a holiday.
4. Seasonal, Holiday, and Yard Décor must be in good taste in the reasonable discretion of the Board (which is nothing that the Board in its reasonable discretion considers lewd, horrific, shocking, discriminatory, vulgar, or disturbing; e.g., items of a sexual nature, items illustrating, glorifying, or encouraging violence, etc.), good condition, and appropriate for the weather season and/or holiday during the time they are displayed. The Association reserves the right to request the removal of any items it deems in its reasonable discretion to be lewd, horrific, shocking, discriminatory, vulgar, or disturbing, regardless of size or location, or any items that are inconsistent with the general aesthetic or decorative character prevailing throughout The Reserve of Turpin.

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 expenses.

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.

Parking Policies

Prohibited Parking

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 is prohibited. Furthermore:

1. All motor vehicles and any other transportation device must display current licenses and be maintained properly so as not to be a hazard or nuisance due to noise, exhaust emissions, or appearance.
2. No homeowners or tenants shall repair or restore any vehicle of any kind upon the Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement 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 on 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 in the Common Areas. "Junk Vehicles" shall be defined as vehicles not used consistently by the homeowner for travel in ordinary 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. Vehicles that violate this policy will be tagged. The tag shall indicate the violation and notify the owner to remove the vehicle within 72 hours. The tag shall further state that if the vehicle is not removed within 72 hours, the vehicle will be removed from the property.
2. A letter will be sent to the owner whose vehicle is in violation. When the vehicle's owner's address is not discernible, the vehicle shall be removed following the tag referred to above within 72 hours.
3. The HOA 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 HOA Board, Towne Properties, and its agents, including the towing service contractor, shall comply with the provisions of Ohio Revised Code Section 4511.681 before the towing of any vehicle.

Guidelines for Clubhouse Swimming Pool

1. **NO LIFEGUARD IS ON DUTY.** Swim at your own risk.

2. The pool is open daily from 9:00 a.m. to 9:30 p.m. (seasonal) for all residents swimming. Adult Swim time is 9:00 a.m. to 10:00 a.m. The Pool opens Memorial Day weekend and closes the second Sunday in September.
3. Children are the sole responsibility of their parents, guardian, or babysitter, who must be present with children in the pool area.
4. Resident children under 12 must be accompanied by an adult parent, guardian, or babysitter who is at least 16 years old.
5. According to Ohio State law, glass containers are not allowed in the pool area. All beverages must be in paper cups, soda cans, or plastic containers.
6. No pets or animals are permitted in or around the pool or tennis areas.
7. Balls, plastic toys, air mattresses, etc. will be permitted if they do not interfere with other swimmers.
8. An adult association member or designated adult must accompany all guests.
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 in conjunction with clubhouse rentals, and guests of the clubhouse rental are not allowed access to the pool.
12. Proper swim attire should always be worn. Infants must be diapered and wear rubber pants/swimming diaper while in the pool.
13. Diving is not permitted.
14. Nuisances, loud music, and noxious or offensive activity are prohibited within the pool areas, and nothing shall be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other homeowners or occupants.

Community Building/Clubhouse

The Community Building/Clubhouse 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. The Community Member will be responsible for any damage occurring to any furniture or fixtures during their use of the Community Building. A \$120.00 nonrefundable fee is charged for the use of the Community Building. A copy of the rules and policies will follow.

General Information

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.”

Availability

1. 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. Delinquency: more than sixty (60) days delinquent in payment of assessments.
 - d. Other reasons deemed substantial by the Board of Trustees.

Reservations

A reservation is required. Members make reservations by submitting the Community Building Rental Agreement (see below) to clubhouse@reserveofturpin.com **not less than seven (7) days and not more than 180 days (6 months) in advance of the function’s date.** Applicants will be contacted by the Clubhouse Coordinator. All dates are reserved on a first come, first served basis. The fee must be received within 24 hours of placing the reservation or the reservation will be cancelled.

Fee

A fee of \$120.00 will be charged for the use of the facility.

(Rental Agreement Below)

Community Clubhouse 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 located at 2497 Covey Run South in Cincinnati, OH. The rental and use of the Community Building and Community Building property shall be for the specific function indicated below and shall be by 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: _____

Rental times are from **9:00 a.m.** (date of function) through **2:00 a.m.** (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 \$120.00 use fee payable by check or online banking must be paid at the time of this application. The Community Member renting the Community Building is responsible for paying repair or replacement costs for all Community Building property damaged or lost due to or occasioned by the Community Member's use of the Community Building property. Any damage incurred while renting the clubhouse will be charged to the Clubhouse renter's account with the Reserve of Turpin.

All guests' vehicles must be properly parked in the parking lot, which must be cleaned of any event-related debris after the function. No vehicles may be parked on the street in the Crest. In the event of a snowfall, all efforts will be made to clear the lot area, but this cannot be guaranteed.

The Community Member renting the Community Building and/or guests are 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 the Clubhouse Coordinator makes other arrangements. If the key is lost, misplaced, or

stolen, the Community Member renting the Community Building will be charged for replacing the locking system and keys.

NOTE: Any violation of the Community Building Rules and Policies or disturbances created due to 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 the 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 property loss or damage that may occur due to 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 on (date): _____

Signature of Community Member: _____

Approved by Clubhouse Coordinator: _____

(On behalf of the Reserve of Turpin Homeowners' Association)

Towne Properties

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 in 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

The Managing Agent is responsible for bidding, contracting, overseeing, and directing all contractors, vendors, etc. serving the Association under the approval of the Board of Trustees. The Managing Agent will also select, oversee, and direct all employees, including maintenance personnel.

The Management Company is how the overall administration, policies and procedures, managerial decisions, 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.

Useful Phone Numbers

City of Cincinnati Sanitation	(513) 352-3691
Emergency (Police & Fire)	911
Cincinnati City Services	311
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

Your fastest and most effective method of obtaining answers to your questions is to submit a request through “Contact Admin” in the TownSq app.