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# The Crossings at Canterbury Trails

Dear New Neighbor:

Congratulations on the purchase of your home at the Crossings at Canterbury Trails Condominium Association. We believe that you will find, as so many others have, condominium living is the most convenient form of home ownership.

To promote your enjoyment of condominium living, this handbook has been prepared for you to provide helpful information and instruction as to the policies and procedures your Condominium Association's Board of Directors and your Community Association Management Company will be following to best serve each occupant of the Crossings at Canterbury Trails.

The Board of Directors manages the affairs of the Association that maintains, protects and enhances the condominium property known as Crossings at Canterbury Trails. In addition, it is the purpose of your Management Company to assist the Board of Directors in upholding these responsibilities while maintaining an atmosphere of welcome and comfort to all occupants and their guests.

Sincerely,

The Management Team



## **MOVE-IN REMINDER CHECKLIST**

### **COMPLETE THE ASSOCIATION INFORMATION RECORD (MANDATORY)**

Ohio Revised Code 5311.09 requires condominium owners to provide contact information to the Association regarding themselves and all individuals living in the condominium within 30 days of taking title to the property. This includes the owner's home address and phone number, the name(s) of all occupants along with their telephone numbers. Since email is the official communication, a current email (or that of a family or friend) will also be required. This code makes it MANDATORY for the Association to collect this information and an owner's failure to provide the information could result in penalty assessments in accordance with the established penalty policy (see page 13). Throughout the year, if this information changes, please complete the form on page 51 of this handbook and return to the Management Company.

### **CHANGE UTILITIES**

Contact the utility companies listed in Phone Directory or below to have gas & electric service placed under your name. Owners are responsible for utility charges effective the day of closing.

### **WATER & SEWER**

Contact Greene County Sanitary Engineering, to have water and sewer service placed under your name. Owners are responsible for charges effective the day of closing.

### **INSURANCE**

The community insurance coverages do not protect the personal property of a unit owner. It is the responsibility of each unit owner to carry an insurance policy on the interior of their unit and the personal contents therein and to cover the community insurance deductible. You are encouraged to have your insurance representative review the by-laws and declarations that determine coverage of the common elements, limited common elements (LCE), and insurance for the building structure areas to enable them to provide you with a comprehensive policy for the interior of your unit. These documents are available on the website - [thecrossingsatcanterburytrails.com](http://thecrossingsatcanterburytrails.com)

### **TELEPHONE**

Contact the phone company to order land-line service for your home.

### **CABLE TELEVISION**

Your home has been pre-wired for Spectrum. You may contact Spectrum or another carrier to order service.

### **MAIL**

Advise your current post office to forward your mail to your new address. Request that your new post office begin service.

### **ADDRESS CHANGE NOTICES**

Advise friends, relatives, credit card companies, magazines, etc. of your new address.

### **NEWSPAPERS**

Order newspaper service or notify the newspaper subscription office of your new address.

### **OPERATING MANUALS**

Read the manufacturer's warranty that comes with your appliances to better understand their many features and operations.

### **TRASH AND RECYCLING COLLECTION**

Provided by Rumpke on Wednesdays. Feel free to contact the Community Manager if you have questions about trash collection.

### **PHONE NUMBERS (subject to change)**

EMERGENCY		911
ELECTRIC	AES	937-224-6000
GAS	CENTERPOINT	800-909-7668
POLICE (non-emergency)	BEAVERCREEK PD	937-426-1225
FIRE	BEAVERCREEK FD	937-426-1211
SHERIFF	GREENE COUNTY	937-376-5111

OHIO HIGHWAY PATROL	XENIA POST	937-372-7671
PROPERTY MANAGER	TOWNE PROPERTIES	937-222-2550
CABLE TELEVISION	SPECTRUM	937-294-6400
TELEPHONE	AT&T	800-288-2020
GREENE CO.	SANITARY ENGINEERING	937-562-7457
BEAVERCREEK SCHOOLS	SUPERINTENDENT	937-426-1522
POST OFFICE	BEAVERCREEK	937-320-5142
NEWSPAPER	DAYTON DAILY NEWS	937-225-2000

## INTRODUCTION

### **WHAT IS A CONDOMINIUM ASSOCIATION?**

A Condominium Association is a corporation that manages, operates, and maintains a condominium property. The Unit Owners (i.e., person(s) who owns the portion of the property which forms the condominium building) are the members of this non-profit corporation.

A buyer will automatically become a member with the purchase of a unit within the community. As a member, the owner has a vote in some of the Association's affairs; however, the Board of Directors is elected by the owners to operate the Association and make mostly all decisions for the Association.

The Association operates under recorded governing documents that are in the chain of title (i.e., the sequence of historical transfers of title to a property for your unit). Each member is subject to a charge for a proportionate share of common expenses for maintenance of common element property and support of other necessary activities of the organization.

### **THE 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 condominium Association is that it is a business. To be successful, it must be operated like one.

### **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 enforcing the Declaration's restrictions (as defined on the next page), and maintaining the common elements.

### **OFFICERS AND THEIR FUNCTION**

**President** – Chief Executive Officer of the Board of Directors and presides at all meetings of the Board and Condo Association. The President signs all conveyances and contracts regarding Association business.

**Vice President** – Acts in the capacity of President (in the president's absence) and takes on other responsibilities as decided by the board.

**Secretary** – Primary function is to ensure that permanent records are kept for all proceedings of the Board of Directors, Condo Association, and any special meetings. This individual is also responsible for ensuring that all meetings or such notices, agendas and minutes are prepared and forwarded in accordance with the Declaration and By-Laws for the Association. The Board may also utilize the services of a recording secretary who may not be a board member. Some of these tasks may also be delegated to the Management Company.

**Treasurer** - Responsible for all fiscal affairs of the Association. This individual is to ensure that funds are properly handled and disbursed, permanent financial data is maintained, and

monthly/annual cash statements are reviewed. The Treasurer is also responsible for developing the proposed annual budget. Some of these tasks may be delegated to the Management Company.

### **DISCLAIMER AND REFERRAL TO DOCUMENTS**

The community handbook is designed to briefly familiarize owners with the management structure, policies and procedures. In instances in which there is or appears to be any conflict, the Declaration Document and By-laws shall control.

If you have any questions, please refer to the Declaration or By-laws documents for further explanation or contact the Management Company.

### **DECLARATION OF COVENANTS:**

When the Developer plans a project, a set of legal documents is developed that establish the community association, govern its operation, and provide rules for use of all properties in the community. On December 22, 1997, the Crossings at Canterbury Trails Condominium Association filed a Declaration and By-laws creating and establishing a plan for condominium ownership under HB 5311 of the revised code of Ohio. The legal documents consist of the following:

### **DECLARATION: CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS:**

The Declaration governs the condominium property, including who owns various portions of the property, easements associated with the property, maintenance responsibilities, and restrictions on using the property.

### **BY-LAWS:**

The Bylaws provide procedures for the operation of the corporation, including the meetings process, election procedures, powers and duties, board meetings, committees, financial audits, and delegation of authority relative to management companies soliciting bids and finalizing required contracts.

### **DISCLOSURE STATEMENT (also called Development Statement):**

The disclosure statement was provided to the original owners of property located at the Crossings at Canterbury Trails by the Declarant. The content of the disclosure statement is now incorporated in the Community handbook.

### **AVAILABILITY OF LEGAL DOCUMENTS**

The following are available for review from the management company for a copy charge or free of charge on the website <http://www.thecrossingsatcanterburytrails.com/>:

- Disclosure Statement
- By-laws
- Declaration
- HB 5311, Revised Code of Ohio Condominium Property

# COMMUNITY GUIDELINES

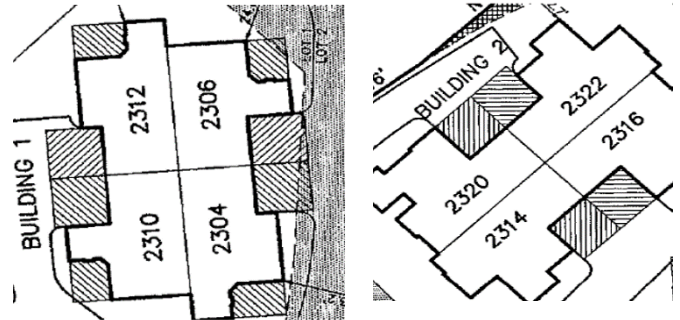
## COMMUNITY HANDBOOK

This HANDBOOK provides helpful information and instructions as to the policies and procedures of your Association Board of Directors and your Management Company will be following to best serve each resident in the community.

## COMMON AND LIMITED COMMON ELEMENTS (LCE)

Declaration Article VI defines the LCE for each unit as those areas, which consist of “the parking space or spaces in front of that Unit’s garage and, in the case of Units without an enclosed porch, but have a patio area.”

These two images are schematics of two similar buildings from the community documents identifying the LCE with gray hash marks on the patio and driveway. No other areas around any unit are LCE.



Declaration Article IX governs maintenance and repair responsibilities, with Section 1 providing that the Association controls all common elements and LCE, except for cleaning and housekeeping of the LCE. So, while the Association is responsible for the structure of the patios and the driveways, the unit owners are responsible for keeping them in good order.

In addition to these general responsibilities, Declaration Article III, Section 2(o) requires that unit owners obtain the Board’s prior written consent before making any improvement to the exterior of the property, both common elements and LCE.

Historically, Boards have allowed unit owners to plant flowers and shrubs in both the common elements and LCE, with the understanding that the unit owner would maintain the modification. However, when unit owners obtain permission to modify the common elements or LCE, they must understand that the Board still maintains ultimate discretion over both, and may remove or modify improvements made by unit owners in these areas, unless the approval granted was specifically stated in writing to be permanent.

## PROPERTY MANAGEMENT

A professional management company has been retained as an integral part of the operation of the association. Professional management is expected to ensure that the association functions as a viable business organization, thereby protecting the Unit Owner’s valuable investment. The management staff will coordinate and supervise the maintenance, financial, and architectural facets of the Association.

The management company for The Crossings at Canterbury Trails Condominium Owners’ Association, Inc. is responsible to the Board of Directors for carrying out the day-to-day operations of all association business and commonly held real property. The management company has specific authorization and obligations as contained within the management contract. The current Management Company is:

Towne Properties  
6540 Centerville Business Parkway  
Centerville, OH 45459  
Phone: 937-222-2550 Fax: 937-222-2552



The Management Company will assign a Community Administrator to the condominium property to oversee all Association business, employees, and the operation of the condominium property. The Community association manager is: Crossings Property Manager  
Email the Community Association Manager at [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

The Association contracts with the management company to solicit bids, prepare contracts, oversee and direct all contractors, vendors, etc. servicing the condominium under the approval of the Board of Directors.

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

Calls such as address change, monthly fee inquiry, information request, etc. should be made during normal business hours: 8:30 to 5:00, Monday through Friday. The number to call for non-emergency issues is 937-222-2550 or by emailing the Property Manager at [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

## **1. EMERGENCY REPAIR PROCEDURE:**

- A.** The Management Company maintains a 24-hour answering service. Call (937) 222-2550 any time of the day or night. For an emergency, listen to the prompts and press #2. After hours emergency calls will be dispatched to an “on-call” service person that will assist with your emergency. Please leave your name, telephone number, address and the nature of your call.

Before making a call to the Management Company to request emergency service, please be sure it is a service that should be provided by the Association on an emergency basis. Emergency situations include water intrusion from the roof or pipes located in the wall.

Calls regarding interior water leaks or problems with a water heater, furnace, garage door, appliances, etc. are not the responsibility of the association and should be handled by the owner. If the call is not the responsibility of the association and an emergency, you will be billed a minimum of \$15.00 per call.

- B.** The responsibility and procedure for obtaining contractors to perform damage mitigation and/or repair services when reacting to damages which have been inflicted on an owner’s condominium is as follows:
1. Utilize the emergency notification procedure through Towne Properties. However, since the possibility exists whereby an owner may inadvertently contact a contractor “directly” (without utilizing the Towne Properties emergency notification system), that homeowner will assume the position of General Contractor and will pay all expenses associated with the repair.
  2. At the conclusion of the repair process, the homeowner may seek reimbursement (from Association Funds via Towne Properties), if and when, the association is determined to be financially responsible for repair of the damage.
  3. Each owner is responsible for the association insurance deductible and should have that included in their personal insurance coverage.

4. Otherwise, the financial settlement must be handled through the homeowner's personal insurance company.
5. Towne Properties emergency number can be reached ANY time 24/7 at 937-222-2550 and respond to the prompts.

### **CONDOMINIUM PROPERTY DESIGNATIONS**

The condominium property is made up of three areas:

1. The Unit is owned by the individual unit owner, and mostly consists of the space bounded by the perimeter drywall and floors, including the attic, garage, and utility fixtures and lines exclusively serving a unit.
2. The Limited Common Elements (LCE)(areas) are common elements that are reserved for the exclusive use of the occupants of one unit:
  - a) The area inside a patio on Chateau/Villa style buildings
  - b) The garage approach, defined as the portion of the driveway immediately in front of and perpendicular to the garage door and equal to the length of a car/SUV.
3. The Common Elements (CE) (areas) is every portion of the Condominium Property that is not part of a unit. Nothing can be added or placed in these spaces without the submission and approval of an improvement application.

### **INSURANCE**

The Association carries insurance covering the entire condominium property against casualty losses, including your Units. That said, you are responsible for the uninsured costs associated with restoring your unit after a casualty, including the Association's insurance deductible. It is recommended that you obtain a policy with "loss assessment coverage" in an amount adequate to at least cover the Association's deductible to avoid out of pocket costs following a casualty.

### **CONDO ASSESSMENTS**

Monthly Assessments are collected, in accordance with the Collection Policy included in this handbook (see collection policy on page 40).

### **FORECLOSURE**

Any lien remaining unpaid for thirty (30) days may be foreclosed in legal action by the Board of Directors, as authorized in Article XV, Section (5H) of the Declaration. The unit owner will be responsible for all legal and collection expenses.

### **ARCHITECTURAL CONTROL GUIDELINES**

The Association is charged with the responsibility of maintaining the aesthetic and architectural character of the community. 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 Community. This control should be looked upon as a protection of your investment. The Board of Directors and the Management Company are receptive to improvements that meet the established criteria. Modifying any common elements, or any property outside your unit is prohibited without written Board approval, except as otherwise stated in this handbook.

## **IMPROVEMENT APPLICATION INFORMATION**

Any exterior change, including landscaping improvement or addition must be approved by the Board via the submission of an Improvement Application Form. 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. Adherence to guidelines established in the Declaration.

### **The procedure is as follows:**

1. Submit a completed Improvement Application Form, (see Forms, page 54 in the back of this handbook) that includes a complete description of the improvement and drawing, photograph or catalog picture specification to the Management Company.

2. The owner submitting the Improvement Application Form is required to be physically present at the meeting when the Board of Directors evaluates the request. If, because of extenuating circumstances, the owner cannot be physically present at the Board evaluation, he/she must contact the Management Company in advance of the meeting to make alternative arrangements to personally provide input to the evaluation process.

3. The Board will review the application, which will be approved, disapproved, or additional or alternative recommendations for the improvement will be suggested. Notification of the Board's decision will be mailed to the owner within five (5) days of the decision.

4. Any change or improvement made by an owner is the responsibility of the owner for maintenance, repair and/or replacement. Approved modifications/improvements may require the "work" to be restored to original conditions prior to vacating the condominium unit.

5. Improvements done without an approved improvement application in writing will be subject to a fine and will still require an approved improvement application form.

6. Unauthorized changes or improvements must be removed or restored to original condition at the discretion of the Board and will be at the expense of the owner.

7. Any Board-approved improvement may require a completion inspection by the Property Management Company within 30 days of completion.

8. Approved improvement applications may be subject to revocation in the future.

## **SNOW/ICE REMOVAL**

The Association cannot possibly eliminate all slippery conditions on the Condominium Property. When temperatures are near or below freezing, Unit Owners must exercise additional caution and expect ice and slippery conditions to exist. Unit Owners are responsible for warning all Occupants and guests of the slippery conditions.

Priority of work - Snow and ice will be cleared and treated as soon as possible at the end of a snowfall of at least 2 inches. The work will be performed in the following order of priority:

1. To facilitate the removal of snow/ice, ALL VEHICLES must be parked in the garage and/or removed from the parking areas. If you have no alternative but to leave a vehicle on the garage approach, it must be parked immediately adjacent to the wall of your unit and within the width of the garage door in such a way that it could be directly driven into the garage without backing up and repositioning to pull into the garage. If you leave a vehicle on your garage approach within 2 feet of the garage door, you will be responsible for snow removal around said vehicle.

2. Snow plowing will occur after a snowfall of at least 2-inches. Sidewalks and walkways will be cleared using a snowblower or shovel. If snowfall is less than 2-inches, ice melt may be applied to streets, driveways, sidewalks and walkways.

3. Vehicles parked in parking pads must be removed during snow removal as those areas are used to pile the snow pushed out of traffic areas.

4. Improperly parked vehicles encountered during snow removal may be towed at the owner's expense.

### **VACANT UNIT WINTERIZING**

To avoid the freezing of plumbing lines and/or fixtures, Unit Owners must continuously maintain heat in their unit at a minimum temperature of 50 degrees Fahrenheit or higher at all times. If at any time the Unit experiences a loss of heat, the Unit Owner is responsible to immediately report the problem to the Management Company.

If a Unit will be vacant (especially during cold weather months) for more than 72 consecutive hours, the Unit Owner is strongly recommended to:

1. Make sure all windows are shut and locked;
2. Open all cabinet doors where water lines and drains are located;
3. Arrange for someone to check on the Unit to verify that the heat is on and that there are no leaks or other concerns;
4. Turn off the main water supply to the unit, which is located in your utility room and release the water pressure on all supply lines, hot and cold;
5. Fill all drain traps in baths and kitchen with antifreeze (for winter long absences);
6. Leave a phone number or address where you can be reached with a friend or relative in case of emergency, and/or the Management Company.

### **PROCEDURE FOR VIOLATION OF RULES & REGULATIONS**

As occupants, we all have the responsibility of abiding by the rules and regulations of the Association for the purpose of promoting health, welfare, and safety of the occupants, and preserving the aesthetic and scenic qualities of the development. The Board is somewhat limited in its ability to do anything substantive without written documentation. If a resident notices a violation, the following procedure should be followed:

1. Occupants may try to resolve the issue by discussion with the offending party. If not resolved:
  - a. Complete the complaint form included in the back of this handbook or request one from your Management Company.
  - b. Explain your complaint, steps you have taken toward a reasonable solution and your suggested solution for the problem. You must list your name and sign the complaint. Anonymous complaints do not provide adequate evidence to proceed with enforcement action.
2. The following steps will be taken if the above procedure does not resolve the issue:
  - a. The management company will investigate the alleged violation.
  - b. If warranted, an initial letter sent to the offending party with the date any remedy must be accomplished. The offending party must inform the Management Company when the remedy is accomplished. When the offending party is a tenant, the owner will be notified of the violations and the resolutions to be conveyed to the tenant.

## **PENALTY PROCEDURE**

1. Prior to imposing an enforcement assessment or charge for damages, the Board of Directors will provide, via the property manager, a written notice to the unit owner that includes the following:

- a. Description of the violation and/or the property damage.
- b. Amount of the proposed assessment or charge.
- c. Statement that the owner has a right to a hearing before the Board of Directors to contest the proposed assessment/charge.
- d. A statement setting forth the procedures for the unit owner to request a hearing.

2. To request a hearing, an owner must deliver a written notice (via the management company) to the Board of Directors not later than the tenth (10<sup>th</sup>) day after receiving the notice from the Board. If the owner fails to make a timely request for a hearing or fails to report to a scheduled hearing, the right to that hearing is waived and the Board may immediately impose the enforcement assessment/charge for damages.

3. If a unit owner requests a hearing, at least seven days prior to the hearing, the Board of Directors will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. The Board of Directors will not levy an assessment/charge before holding a hearing when one is requested (within the allotted time limit) by the unit owner.

4. Within thirty days following a hearing at which the Board of Directors imposes an assessment/charge, the Board shall deliver a written notice of the assessment and/or charge to the unit owner.

5. Any "written notice" that is required, pursuant to the above procedures, must be made by personal delivery, by certified mail-return receipt required, or by regular mail.

6. Fines not paid within 10 days of date due will be delinquent and a \$25.00 per month late fee will be assessed. The owner pays all court costs, attorney and legal fees associated with the placing of a lien and foreclosure, as well as other legal proceedings that may arise.

7. Owners are responsible to ensure that all occupants (including tenants) and guests adhere to the community rules.

## **PENALTIES & REMEDIES**

The Board of Directors will impose reasonable enforcement assessments (fines) for violations of the Declaration Document, the By-laws, and the Rules/Regulations of the Association. Likewise, the Board of Directors will impose reasonable charges for damage to the common elements (areas), the limited common elements (areas), and other property. The Board of Directors may allow a reasonable time to correct a violation/damage before imposing an assessment/charge. The Board will use the following actions when an owner, lessee/renter and/or guests of the owner are in violation of community rules:

- a. 1<sup>st</sup> offense will result in a written notice that describes the offense and the date any remedy must be accomplished.
- b. 2<sup>nd</sup> offense or failure to accomplish the remedy requested in the 1<sup>st</sup> offense notice will result in a \$50.00 enforcement assessment. If an urgent remedy is necessary or the violation is egregious, the enforcement assessment could be higher.
- c. 3<sup>rd</sup> offense or failure to accomplish the remedy requested in the 2<sup>nd</sup> offense notice will result in an additional \$50.00 enforcement assessment. If an urgent remedy is necessary or the violation is egregious, the enforcement assessment could be higher.

Offenses that are unremedied after three notices will be handled on an individual basis, up to and including legal action.

## **QUESTIONS AND ANSWERS**

### **ASSOCIATION FUNCTION AND RULES**

For occupants who are living in a condominium for the very first time, we have prepared this section of your Community handbook to help you understand how you can fully enjoy the convenient and carefree lifestyle of your new home.

It is important that each occupant read the Declaration and By-laws of the Condo Association. They are legal documents through which the Association has been formed and also establish the rules and regulations for owners, occupants, and guests. A copy of each is available in the clubhouse, on the website or through our management company.

### **Q&A OPERATIONS AND RULES OF THE ASSOCIATION:**

To help you better understand your Association and its services, here is a list of answers to frequently asked questions:

1. **What does the Association control?**

The Association controls the exterior of all units, as well as all driveways, streets, lawns, landscaping, lawn/street lighting, mailboxes, the community entrance improvements, and the clubhouse/pool.

The Board has authority to adopt rules governing the maintenance and behavior on the entire condominium property, including in your units.

2. **What are the services provided by the Association?**

- a. Lawn care: grass cutting, weed control, fertilization, mulching and edging.
- b. Landscape maintenance: pruning, fertilizing, and installation/maintenance of seasonal flowers in selected areas, (i.e., medians, clubhouse, entrance area, and other areas deemed appropriate by the Board of Directors).
- c. Snow/ice removal for streets, driveways, sidewalks and parking areas
- d. Care and maintenance of the community clubhouse, swimming pool, roads, mailboxes, and parking areas.
- e. Exterior lighting of the community entry, and grounds.
- f. Insurance on the structures (excluding any improvements made by an owner, and any owner's personal belongings).
- g. Private trash collection service (trash containers are to be stored inside garage except on trash pick-up days).
- h. Maintenance of the exterior of the buildings (see Maintenance Guidelines of Responsibility).
- i. Maintenance of a "reserve fund" for future exterior repairs and replacements.
- j. Professional management of the association.

3. **Who controls the Association?**

The elected volunteer Board of Directors controls the Association, determines community policies and procedures, and monitors finances in accordance with the Condominium Declaration and By-laws.

The Board is responsible for selecting vendors, services, and the property manager acts in accordance with their decisions. The board is also responsible for establishing annual budgets, which dictates the monthly assessments, and any special assessments. The Board holds board meetings once monthly or more often if determined necessary.

Once each year, all owners will be invited to attend an “Annual Meeting”, during which at least two of the Board Member positions will be open for election. Your Board of Directors will be made up of fellow unit owners whose purpose is to protect and maintain the value of your community.

The Board will ask for owners to assist by serving on committees such as Budget and Finance, Building Maintenance, Landscape and Grounds, Social, and ad hoc committees as needed. Your participation on the board, a committee, or in other positive community affairs will enhance the value and enjoyment of your property.

Currently, the Board meets monthly on the third Tuesday of each month beginning at 6:00 PM. A portion of each meeting is open to owner comments and requests.

4. **Who determines the amount of monthly assessments and how are they paid?**

The Budget is reviewed and may be adjusted each year by the Board of Directors, based on past expenses and the future needs of the community. The total budget is then divided amongst the Unit Owners in accordance with their percentage of common element ownership, then divided by 12 to determine the monthly contribution for each unit.

Unit Owners will receive a payment packet containing twelve (12) coupons showing the assessment amount for each month. Payment methods are listed in the Coupon and Budget letter provided by the Management company in December.

5. **What is the Reserve Fund?**

The Reserve Fund is the Association’s way of setting aside money for future repairs and replacements of our major capital assets. Each month, part of your assessment is set aside in a special account to plan for the replacement and repair of the common elements (areas). This helps to protect and preserve property values and is important for future buyers to be able to obtain financing. This is included in the overall budget for the Association.

Your ability to sell your unit can be influenced by the adequacy of reserves set aside by the Association. Primary lenders consider reserves a key part of good financial policy and may be more receptive to lending money in communities with a well-established reserve account policy.

The Board has the authority to use reserves for budget shortfalls. (See Declaration)

6. **What may I change on the exterior of my unit?**

No change may be made to the building’s exterior structure or the common elements (areas) surrounding your home without prior written approval of the Association. (See form attached: Improvement Application Form)

The Association will consider requests for modifications assuming they conform to specifications adopted by the Association and approved by the Board. Examples of such modifications are storm doors or screen doors and additional landscaping.

Remember that in all cases, any additions or modifications require advance approval in writing from the Board of Directors. Any attachment to the outside of the building, such as a wreath, planter hanger, hose winder, etc. must be approved in advance.

7. **How do I report an exterior maintenance issue?**

Owners are required to immediately report any deficiency or need for repairs that they believe exists with the Common Elements by contacting the Association via the Management Company before reporting the issue to any other person or entity.

The Association has the authority to manage the Common Elements and determine how they are maintained and repaired, and any Owner interfering with this authority, including by contacting any government agency or other outside entity, will be responsible for the increased costs incurred

by the Association resulting from the interference and may be subject to additional enforcement action.

8. **May I install a satellite dish?**

Yes. See Satellite Dish Policy (see pages 41-45). The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of the community. Therefore, any Occupant who wishes to install a satellite dish in order to receive television broadcast signals must first provide a written notice of intent to install a satellite dish (included in the back of this handbook), specifically setting forth the dimensions of the satellite dish, the proposed location of the installation, the method and manner of installation, and details regarding any landscaping or other camouflage which the owner intends to provide. Leasing residents must attach written permission from the owner of the unit with their notice of intent to install a satellite dish. Upon vacating, the dish must be removed and the attachment location must be returned to original condition.

9. **May I install a Television/Radio Aerial/Antenna?**

No outside television or radio aerial or antenna, or other aerial or antenna (including, but not limited to short wave) for either reception or transmission will be permitted on any lot, common elements (areas), limited common elements (areas), or building.

10. **May I display a flag?**

One flag may be displayed from a flag pole attached to the exterior of the unit as follows: U.S. flag, State flag, POW/MIA flag, and military branch flags designated by the U.S. Secretary of Defense. Two small decorative garden flags, no larger than 12.5" by 18" in size may be displayed in the area immediately adjacent to the building.

11. **Where can I park?**

**Streets** – There are three (3) streets within the community.

- a. Patrick Boulevard runs from the entrance off Varner to the circle at the northwest end. There are curbs on Patrick so parking is allowed. (See Parking Procedures and Limitations below)
- b. Austin Place is the first street westbound from Varner that runs south off Patrick. Since there are no curbs on Austin Pl, parking on the street is prohibited. (See Parking Procedures and Limitations below)
- c. Stefan Place is the second street westbound from Varner that runs south off Patrick. Since there are no curbs on Stefan Pl, parking on the street is prohibited. (See Parking Procedures and Limitations below)

**Driveways** – The paved lanes that provide access to owners' garage approach and are not meant for parking.

**Garage approach** – The paved area one car length immediately outside the owners' garage no wider than the width of the garage door. The garage approach is considered as exclusive use space for the unit owner. It is expected that owners will park in their own garage or on their own garage approach. The garage approach is intended for parking only.

**Parking Pads** – Are located somewhat sporadically throughout the property, usually at the end of the driveways. Parking pads are meant to accommodate guest parking when there is not enough room in the owner's garage approach. Occupant parking on parking pads is prohibited. Parking pads must be cleared of vehicles during snow removal as those areas are used to pile the snow pushed out of traffic areas.



**Additional Parking Areas** – Additional short-term guest parking is provided at the clubhouse, around the circles at the east and west end of the community, and along Patrick Boulevard where the street is wide enough so that parking does not impede traffic. (Parking on the street area divided by an island/median is prohibited as it would completely block the lane). If you are having a large number of guests, plan your parking needs in advance and advise your neighbors.

**Accommodating Emergency Vehicles** - Do not park anywhere within the community in such a manner that it would prevent an emergency vehicle (fire truck, ambulance, power line vehicle, etc.) from being able to navigate without restriction to any unit. Keep in mind that some emergency vehicles are quite long and wide and require more room for turning than a passenger car, truck or SUV. Since fire trucks can be 10 feet wide, a reasonable guideline is a minimum of 12 feet of pavement width must be kept clear for emergency vehicle.

**Parking procedures and limitations**

a. All vehicles must be parked in the unit's garage or on that portion of the driveway designated as the garage approach, which is directly in front of the garage and the width of the garage door.

b. Parking in the garage approach of another owner's unit, without prior consent, is prohibited.

c. Vehicles may be temporarily parked on Patrick as long as the vehicle does not impede traffic.

d. Occupant vehicles are prohibited to be parked on Patrick except to allow access to the garage for service vehicles.

e. Visitor vehicles may be parked on Patrick during short visits but not overnight unless prior written approval has been obtained.

f. Parking on Austin Place or Stefan Place is prohibited as both streets are narrow and parked vehicles may impede emergency vehicle access. Limited, temporary parking is allowed for service vehicles in order to access the unit's garage.

g. Junk vehicles are prohibited on the Condominium Property. The phrase "junk vehicle" is defined as:

1) a vehicle that has rust covering 50% or more of its surface or

2) a vehicle that is extensively damaged, including any of the following:

- broken window or windshield or a missing tire, motor, or transmission
- a vehicle that is incapable of movement under its own power
- a vehicle without or expired license tags.

h. Inoperable vehicles must be repaired and/or removed within 48 hours.

i. Vehicles without current license plates will be considered abandoned and may be towed at owner's expense.

j. General vehicle maintenance, including oil and coolant changes or any maintenance or repairs of automobiles and/or other vehicles other than changing a flat tire or jumping a battery may not be carried out on any street, driveway, garage approach, parking area, common element or limited common element.

k. Trailer coaches, house trailers, automobile trailers, recreational vehicles, mobile homes, campers, boats/boat trailers, and trucks over one ton, or similar vehicles are collectively defined as "special vehicles".

- 1) a special vehicle, which is not the primary daily transportation of an Occupant, MAY NOT be kept on condominium property unless it is parked in a garage of an Occupant.

2) a special vehicle may be parked for one overnight to load/unload prior to and following a trip or relocating into/from the community. Additional overnights require prior written approval.

I. A trash dumpster or storage/moving container is prohibited unless prior written approval is obtained.

12. **What are the rules concerning trash?**

Currently, trash pick-up day is Wednesday.

Trash and recycling containers are provided by the trash/recycling contractor and must be kept in the garage at all times except when they are placed outside in the designated area the evening before collection and returned by the evening of the collection day.

Trash not placed in a bin must be in a tied bag. Also, items in open recycling containers must be secured to avoid blowing.

Trash and recycle containers must be placed near the main access roads (Patrick, Austin, Stefan) so the heavy truck is not required to make multiple turns and thereby causing unnecessary damage to the pavement as indicated on the map provided.

The burning of trash and the accumulation or storage of litter, new or used building materials, or trash of any kind on any lot, common elements (areas) or limited common elements (areas) is prohibited.

13. **May I build or place a playground or other structure in the area beside my unit?**

No. Items such as lawn ornaments, basketball goals, volleyball nets, bird baths, etc. are prohibited in the common elements (areas). Recreation items can be placed in the 2 green spaces for up to a day.

14. **May I feed or provide housing for wildlife?**

No. Birdhouses, birdbaths, bird feeders (with the exception of hummingbird feeders), etc. are not allowed at all. Feeding of wildlife (ducks, geese, rabbits, etc.) is not allowed from anywhere on condominium property. Leaving food outside unattended is prohibited.

15. **Am I allowed to take guests to the Clubhouse?**

Yes. The clubhouse is for the use of occupants and their guests. However, it must be cleaned and tidied after use. Please feel free to enjoy the community room except when it is reserved for a private function.

If you desire to make a reservation, contact the clubhouse coordinator. Reservations can be made up to 60 days in advance of the function. Please refer to the Clubhouse Rules section of this handbook for more details.

16. **Am I allowed to take guests to the pool?**

Yes, a maximum of four (4) guests per unit per day is permitted. (Guests may not be adopted by other residents for the purpose of avoiding the 4-guest limitation). The occupant must accompany their guests. No private parties are permitted. Please refer to the pool rules found in the Pool Rules and Policies section of this handbook for more details.

17. **How do I volunteer to serve on a committee or the Board of Directors for the Association?**

To serve on a committee, simply notify the Manager. To serve on the Board, you must be nominated and elected by the owners at the annual meeting.

18. **How may I enjoy the common areas with my pet?**

You may within these guidelines:

- a. A maximum of 2 pets per Unit is permitted.
- b. Pets (dogs and cats) must be on a hand-held leash no longer than six feet in length at all times when outside the unit.
- c. Pets must be walked using the streets and designated green spaces. Out of simple consideration for your neighbors, the use of common elements (areas) or limited common elements (areas) immediately adjacent to any condominium for walking a pet must be avoided.
- d. Occupants are required to clean up pet waste immediately and completely. All pet owners' cooperation is required.
- e. Pets may never be staked or tied in any common elements (areas) or limited common elements (areas).
- f. Continuous barking is considered a nuisance; therefore, occupants must not permit dogs to bark excessively at any time.
- g. No pets are allowed in the Clubhouse or pool area at any time.
- h. Except for domestic pets such as dogs and cats, the maintenance, keeping, boarding and/or raising of non-household animals is prohibited. Non-household animals that are prohibited include, but are not limited to rabbits, livestock, fowl, poultry, monkeys, pigs, frogs, snakes, lizards, or other reptiles, horses, and wild hybrids, along with any rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet.
- i. Dog houses or other such animal structures are prohibited.
- j. Outdoor maintenance or storage of food supplies for pets, animals, birds, or water fowl, which may attract rodents, is prohibited.
- k. Animals are prohibited to create a nuisance. Failure to abide by the rules may result in the Association having said occupant remove the pet permanently. Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purposes of this paragraph are:
  - 1) Pets whose unruly behavior causes personal injury or property damage.
  - 2) Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any occupant at any time of day or night.
  - 3) Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
  - 4) Pets who relieve themselves on walls or floors of Common Elements.
  - 5) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

19. **May I add a storm door at my main entry?**

Yes. However, there are certain guidelines that need to be followed. Please refer to the Storm Door Policy (page 32).

20. **May I add landscaping, shrubs, flowers, figurines or trees?**

- a. Units with a sunroom have no LCE for planting by unit owners. Units with a patio have a LCE planting area inside the fence.
- b. Landscaping, including but not limited to, shrubs, trees, pots, figurines, decorative & ornamental items, etc. may only be added in the common elements with prior written

approval of the Association, following the submission of an improvement application defining the proposed addition. Additions must complement the landscape design prepared for the total property and not threaten to damage other property components.

- c. Owners with open patios may decorate inside the fence as long as it does not violate the architectural standards.
- d. Patio interiors must be kept weeded. If not maintained, the Association will notify the unit owner to remove the inappropriate items.
- e. In-ground plants must be kept away from patio posts because watering and mulch prevents drying of the soil, thereby causing posts to rot.
- f. If there is a change in ownership, the patio must be returned to its undecorated condition, i.e., any and all foliage added by you during your ownership.
- g. Stone or rubber mulch is highly encouraged over the use of wood mulch inside patios (LCE). Wood mulch can cause mold, mildew and insect damage. All mulch must be kept two inches below brick, stone, wood siding and patio fences.

**The following is prohibited:**

- a. Unnecessary decorative items on the garage approach or front door entries, so emergency personnel will have unfettered access in case of an emergency in the unit or building.
- b. Flower pots, urns, lawn ornaments, hose caddies/reels, etc. are prohibited on garage approaches or driveways.
- c. Hose caddies/reels are prohibited from being attached to the building or stored outside the garage. Hoses not on a reel are required to be stored in deck boxes inside the LCE or garage.
- d. Birdhouses, birdbaths, bird feeders (with the exception of hummingbird feeders that are hung on a shepherd's hook) are prohibited to be placed anywhere.
- e. Window boxes are prohibited on any window sill.
- f. Spreading vines or ground covers and/or vining plants or climbers are prohibited everywhere. These types of plants can be planted in pots but must be controlled so they do not root through the pot and into the ground.
- g. Planters, shepherds' hooks or trellises are prohibited from being attached to the building or patio fence as that can cause fence posts to lean and weaken.
- h. Planting of trees or bushes inside the patio area (LCE) is prohibited. This is to prevent structural damage to foundations, walls, patios and fences. These also lead to poor air circulation, surfaces not drying, mold and mildew. Ornamentals can be planted in pots on patios.
- i. If you have questions, inquire before planting.

21. **Are there items I can't have on my patio?**

- a. Open fire devices such as fire pits, chimnias and grills are prohibited to be operated on the patio because they can't be placed outside the 10-foot requirement from flammable materials that cause fire hazard and that's against City Fire Code.
- b. Hot tubs (inside or outside), saunas, etc. are prohibited because of the potential compromise of the structural integrity and potential for damage to the building in which the unit is located.

22. **May I decorate the exterior of my unit during holiday seasons?**

“Tasteful decorating” for major holidays that are done safely and without damage to the grounds or exterior of the building is allowed. Decorations are prohibited from being displayed more than thirty (30) days prior to the holiday and must be removed within seven (7) days following the holiday.

23. **What should owners do if they observe damage to the common elements (areas) that results from snowplows, delivery trucks, vandalism, etc.?**

Report any damage to the Management Company and/or police, as appropriate.

24. **May I interact with a contractor sent out from Property Management?**

NO

Unit Owners and Occupants who do not serve on the Board are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor hired by the Association whether the contractor is on Condominium Property or not.

This requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the trade community.

Any Owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to correcting work performed not in compliance with the agreement, retaining a new contractor, and the cost to have the contractor return to the Condominium Property.

25. **What is my responsibility if I do damage to the common elements (areas)?**

Each resident is liable and responsible for the costs of any repair or replacement to any common element (area) that is damaged by either the resident, or any member of the resident's family, or by any employee or guest of the resident.

26. **How do I place a sign to sell my home?**

When selling the unit, one (1) professional “For Sale” sign may be placed in a window inside the unit. “For Sale” or “Sold” signs must be removed one week after the unit is sold. No other sale signage of any type may be placed outside the property, including literature holders. If “for sale” signage of any type is placed outside the unit, it will be removed immediately. Furthermore, this policy became effective in June 2021. Therefore, should a “for sale sign” or other sign of any nature be placed on limited or common elements, the provisions of the Penalties and Remedies section will be accelerated and the sign will be removed immediately upon its discovery and can be retrieved from the trash bin located in the pool enclosure.

On the days and during the hours of an open house, “Open House” signs may be placed at the community entrance and along Patrick, Austin, and Stefan to guide potential buyers to the property. “Open House” signs may be placed immediately prior to the beginning of the open house and must be removed immediately after the open house period is over.

27. **May I hang laundry outside my unit to dry?**

No. Nothing, sheets, blankets, laundry of any kind, or other articles are prohibited to be hung out or exposed on any part of the common elements (areas) or limited common elements (areas) and facilities.

28. **May I operate a business in my condominium?**

No, with the exception of a home office that does not create an increase in the volume of traffic into the community. Owners are prohibited to have employees, co-workers, customers, or commercial deliveries to their business.

29. **What is the speed limit?**

14 miles per hour. Vehicles are expected to steer to the left of the median on Patrick when there are pedestrians walking toward the vehicle. When entering the community, vehicles are expected to drive around the circle and not cut across the double yellow line.

30. **May I use the pond or spillway?**

No. The ponds and spillway are not to be used for any purpose, including but not limited to, fishing, skating, swimming, etc. If you see someone engaging in one of these activities, please contact the Beaver Creek Police Department to report the trespasser.

31. **Are interior window coverings required?**

Interior window coverings are required and must be normally acknowledged and acceptable items such as blinds, curtains, or drapes that are designed and sold as window coverings. Items such as sheets, blankets and/or towels are not acceptable as window coverings. Use of the aforementioned unacceptable items will constitute a violation of the community rules and will generate the appropriate corrective action.

32. **How do I operate my fireplace?**

Your fireplace is equipped with gas logs. Read the manufacturer's operating handbook for lighting and operating instructions. Once your pilot light is lit, operation of the fireplace flame will be through the wall switch located adjacent to your fireplace. To turn on the flame, simply turn the wall switch on. To turn off the flame, turn the wall switch off. If the pilot light goes out, the valve has an automatic shutoff function that should shut off all gas to the fireplace. If you wish to turn off the gas for an extended period of time, there is a manual gas shut-off located adjacent to or under the fireplace.

**NEVER BURN ANYTHING IN YOUR FIREPLACE OTHER THAN YOUR GAS LOGS.  
IT IS NOT A WOOD BURNING FIREPLACE.**

33. **What do I need to do if I'm going to be away from my condo for 72 hours or more?**

Follow the Vacant Unit Winterizing found earlier in this handbook. Turn off the main water supply line to your unit, located in your utility room.

Leave a key to your condo and a contact number with a neighbor or with Management Company in case of an emergency.

Set furnace thermostat at 50 degrees or higher especially during freezing or near freezing temperatures.

34. **Who controls the flags at the entrance?**

Since they belong to every owner, if you are aware that flags have been directed to half-staff, please feel free to lower them on your own and return them to full height per the directive.

35. **Is there a library?**

Yes, in the clubhouse. Check out is on the honor system so simply take one out and bring it back when you're done. We also have a few puzzles for puzzle fans. If you have books you have read, donate them to the library we will be glad to accept and shelve them, simply leave them on a table in the library.

36. **Can I discharge fireworks on Association owned grounds?**

The discharge of fireworks, regardless of grade, is totally prohibited anywhere on Association owned grounds; regardless of Ohio fireworks regulations.

**SELLING YOUR CONDO**

Upon the sale of a unit, either by owner or through a realtor, the seller will transfer the property plus the responsibilities of membership in the Association. You do this by providing the new owner with the Community handbook and contacting the Management Company to inform them of the new owner.

The new owner will become a member of the Association and be subject to the provisions of this handbook. It is the new owner's responsibility to contact the property manager to provide their name, address, telephone number, and e-mail address.

If a satellite dish has been installed, it must be removed before the seller vacates the community and the fascia needs to be restored to the original condition, regardless of whether the new owner plans to install a satellite dish.

The doors and windows, that are the owner's responsibility, must be restored to the original condition before the unit is sold. (Ex., Arch windows have 3 grids. If these grids have fallen, they must be replaced or repaired before the sale of the unit.)

**LEASING OR RENTING A CONDO**

Amendment 12 (effective April 6, 2011) prohibits a unit to be leased, let or rented, whether for monetary compensation or not, by a unit owner to others for business, speculative, investment or any other purposes. The intent of this restriction is to create a community of resident unit owners, subject to the following:

- a. This restriction does not apply to (a) units that are occupied by the parent(s) or children of the unit owner(s); or, (b) any unit owner(s) leasing or renting his/her unit at the time of recording of this amendment with the Greene County Recorder's office, and who has registered his/her unit as being leased with the Association within ninety (90) days of the recording of this amendment, said unit owner(s) shall continue to enjoy the privilege of leasing that unit until the title to said unit is transferred to a subsequent unit owner(s).
- b. To meet a special situation and to avoid an undue hardship or practical difficulty, each unit owner(s) has the right to lease his/her unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months, provided the unit owner(s) gives prior written notice to the Board of Directors. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period. (See Notification of Intent to Rent/Lease Condominium Unit Form)
- c. In no event shall a unit be rented or leased by the unit owner(s) for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Subleasing of any unit, in whole or in part, is also prohibited.

Rental or leasing agreements must be in writing, with a copy provided to the Management Company prior to the tenant taking occupancy.

Leasing or renting owners must provide full contact information to the management company to include name, address, and phone number and, if available, e-mail address and/or FAX number.

The owner is responsible for a tenant's actions, including any fines or damage assessments incurred by the tenant or guests. Tenants must abide by all of the Association rules and regulations. Both the owner and tenant will be notified of rule or regulation violations.

Owners must notify the management company of any tenant changes and must provide a copy of the lease or rental agreement and other tenant data within 10 days of tenant occupation.

Only entire units may be leased or rented.

## **OCCUPANCY RESTRICTION OF AMENDMENT 12**

A person who is classified as a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a unit or remaining in or on the condominium property for any length of time.

The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction.

The Association shall not, however, be liable to any Unit owner or Occupant, or anyone visiting any Unit owner, or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and By-laws shall be interpreted in favor of this restriction on the occupancy of units. Upon the recording of this amendment, only unit owners of record at the time of such filing shall have standing to contest the validity of the amendment whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

## **CLUBHOUSE, EXERCISE ROOM AND POOL**

### **CLUBHOUSE RULES AND POLICIES for Private Social Functions**

The clubhouse is available to any occupant except when an occupant has reserved the great room.

It should be treated and cared for as you would your own home and ensure that children under the age of 12 are observed by a guardian who must be present with the children in the clubhouse and pool area at ALL times.

The maximum occupancy is 49, based on the size of the building as stated by Greene County authorities.

The owner will be responsible for any damage occurring to any furniture or fixtures during their use of the clubhouse.

The Clubhouse is also available to residents for a fee to reserve for private social functions. Additionally, the clubhouse is available, at no cost, for use as a gathering place after the death of an immediate family member. Please contact the clubhouse coordinator.

Reservations may be made by calling/emailing the Clubhouse Coordinator not less than seven (7) days or more than sixty (60) days in advance of the date of the function. All dates are reserved on a first requested basis.



A Clubhouse Rental Agreement must be completed and returned to the clubhouse coordinator with a check for the usage fee and refundable deposit fee before the reservation is effective.

Should a unit owner wish to reserve more than one (1) date within a sixty (60) day period, an additional usage fee and a separate request form must be provided to the clubhouse coordinator for each date requested.

**Fees:**

1. The non-refundable usage fee of \$50.00 is due in advance of the reservation date via check.
2. The refundable security deposit of \$100.00 is due in advance of the reservation date via check and will not be deposited but held until after the function. It will be shredded after the function providing the Clubhouse is left in acceptable condition (i.e., no damage or loss has occurred, no infractions of clubhouse rules, rental contract or parking violations).
3. The clubhouse coordinator shall have jurisdiction over all questions in the matter. Appeals may be made to the Board. Any assessments ordered by the Board for damages that exceed the security deposit will be added to the following month's association assessments.
4. Failure to provide the deposit and usage fee one (1) week in advance will result in forfeiture of the reservation.
5. Checks should be made payable to Crossings at Canterbury Trails.

**Hours Available:**

1. The Clubhouse is available for private functions only (no commercial ventures allowed) between the hours of 12:00 noon and 2:00 a.m.
2. If earlier access is needed for setup, this can be arranged with the clubhouse coordinator.
3. All functions must be over by 2:00 a.m.
4. Clubhouse cleaning must be completed by 10:30 a.m. the morning following your function.
5. Entrance to the clubhouse for the purpose of preparing for a private function may not begin more than two (2) hours prior to a function, or as agreed when reserving the clubhouse.

**The rules and regulations are as follows:**

1. During private functions, the temperature settings should be at 78 degrees in the summer months and 68 degrees in the winter months. You may want to adjust these settings several hours prior to your function in order to attain these temperatures at the time of your function.
2. Clubhouse must be cleaned as stated under "Clubhouse Cleaning."
3. Animals are prohibited in the Clubhouse.
4. Candles are prohibited.
5. No tape on any walls or windows.
6. Wooden tables must be covered at all time during the function.
7. The pool area is strictly off limits to all guests of a private function. The swimming pool area is that area contained within the surrounding fence that contains the pool. Evidence of a violation of this policy will result not only in forfeiture of the entire security deposit but the member may be answerable to the Board and subject to any action deemed appropriate.
8. Clubhouse restroom facilities are open for community members during hours when the pool is operational.
9. The exercise room is available to community members during a private function and must be kept clear of all-party related items, including coats, purses, etc., and is strictly **Off Limits** to all guests of a private function, especially children.

10. During the Christmas season, the Board has the right to determine if a lottery or other selection process is needed to accommodate the number of requests for reservations.
11. The occupant reserving the clubhouse must be in attendance for the duration of the function and is responsible for the conduct of all guests.
12. The Clubhouse must be locked (doors and windows) when departing. Failure to lock the clubhouse will result in forfeiture of the entire deposit.
13. Under no circumstances shall alcohol or liquor be sold at any function.
14. All vehicles must be properly parked in the parking area provided (see Q & A No. 11 - Where can I park?). Any vehicle improperly parked will be removed at the owner's expense. It is the responsibility of the occupant reserving the Clubhouse to inform his/her guests where to park.
15. **Restricted Days**--Reservation policy does not allow private functions to be held on:

**New Year's Eve/Day  
Easter  
Memorial Day  
Independence Day (4<sup>th</sup> of July)**

**Labor Day  
Thanksgiving  
Christmas Eve  
Christmas Day**

An Occupant will be denied use of the clubhouse (only by the Board) for the following reasons:

1. Delinquency in payment of assessments by owner.
2. History of damage to clubhouse.
3. History of negligence or violation concerning clubhouse rules.
4. Use of clubhouse for commercial ventures.
5. Other reasons deemed substantial by the Board.

**Clubhouse Reservation Procedure:**

The Clubhouse Coordinator provides a copy of the "Cleaning and Usage Checklist and Clubhouse Exception List".

Assessments for damage or loss of clubhouse property will be based on the visual inspection and review of the Clubhouse Exception List and the Cleaning & Usage Checklist following the event.

It is the responsibility of the resident reserving the clubhouse to tour the clubhouse prior to the function.

During the visual inspection and review prior to the event, the owner should note in detail, (i.e. location, type, extent, etc.) any missing items, damage or improperly cleaned area on the Clubhouse Exception Form and/or Cleaning and Usage Checklist.

After the party, the Cleaning and Usage Checklist and Clubhouse Exception Form should be left on the kitchen countertop for use by the clubhouse coordinator to complete the post-event inspection.

The occupant reserving the clubhouse is responsible for payment for repair or replacement of any and all damaged items. The responsibility will remain in effect until the clubhouse coordinator completes their portion of the checklist, and the checklist is signed and returned to the resident.

Lessees have the same rights as current owners as long as the owners have paid all fees and assessments and are in good standing with the community. If the owner has rented or leased a unit, they give up all rights for use to the onsite lessee. Owners shall, however, remain legally responsible for any damage or fees incurred and unreimbursed by the lessee.

### **Clubhouse Cleaning:**

The occupant reserving the clubhouse is responsible for cleaning it after use in accordance with the "Cleaning and Usage Checklist" that is provided by the clubhouse coordinator. Failure to clean the clubhouse properly will result in forfeiture of the entire security deposit. The occupant reserving the clubhouse, must provide their own cleaning supplies. Cleaning must be completed by 10:30 a.m. the day following the function.

#### **Scope of cleaning:**

1. Return all furnishings to their original places.
2. Wipe counters and sinks clean.
3. Clean all appliances, inside and outside.
4. Clean tables and chairs.
5. Clean smudges and spills from ledges, rails, walls, woodwork, cabinets and carpets.
6. Vacuum carpeted areas and upholstered furniture.
7. Sweep and/or mop floors.
8. Clean restrooms.
9. Remove all waste and food from the clubhouse.
10. Clean surrounding common grounds of function-related debris.

### **POOL RULES AND POLICIES**

It is the responsibility of each resident to ensure that these rules are enforced in order to maintain a safe area for use and recreation.

The Board of Directors has the obligation and the right to suspend the pool privileges of any resident that abuses privileges or creates a safety hazard for others. The pool is for the enjoyment of the residents first and foremost. (Also see Amenity Access Policy on page 37)

1. The pool is paid for by the monthly assessments of owners, therefore, residents have first priority to the pool.
2. No lifeguard is on duty; swim at your own risk. It is recommended that you do not swim alone.
3. The pool hours are posted in the pool area.
4. The pool is OPEN DAILY from the Saturday prior to Memorial Day through Labor Day.
5. The pool temperature will be maintained at the temperature assigned by the board
6. Children under the age of 12 must be accompanied by a responsible guardian capable of providing life-saving maneuvers at all times when at the pool.
7. Diaper changing by the pool is prohibited. A changing table will be provided in the ladies' restroom.
8. Glass containers are prohibited in the pool area.
9. All trash must be disposed of properly. Leaving any trash or personal property in the pool area is prohibited.
10. No pets or animals of any kind are permitted in or around the pool area.
11. Balls, plastic toys, air mattresses, etc. will be permitted as long as they do not interfere with other swimmers. These items are not to be left at the pool overnight.
12. At any one time, there is a limit of 4 (four) guests per household. Guests may not be adopted by other residents for the purpose of avoiding the 4-guest limit. The occupant must accompany their guests.
13. Pool furniture may not be reserved or removed from the deck area.
14. The pool may not be reserved for individual private parties.

15. Proper swim attire, being only articles of clothing designed and sold as swimwear, must be worn at all times in the pool. (E.g., no cutoff jeans or cotton t-shirts). All incontinent individuals must be diapered and wearing Swim Pants or similar outer pants such as Huggies' "Little Swimmers" or Pampers' "Splashers".
16. Diving is prohibited.
17. Running, shoving, pushing, aggressive physical contact, dunking, or throwing objects is prohibited.
18. Excessively loud music is prohibited.
19. Use the pool access gate to enter the pool. Do not enter or exit through the clubhouse front door.
20. Dry off before entering the clubhouse. Wet bathing suits are only permitted within the restroom areas.
21. Grills are prohibited in the pool area.
22. Do not leave your gate key in the gate. This is a violation of County safety regulations.
23. All occupants, both owners and tenants, have access to the pool.
24. Please be courteous to your neighbors.
25. Smoking, vaping, or using any tobacco product is prohibited in the pool area.

### **EXERCISE ROOM RULES**

1. The exercise room is for the use of occupants and guests only. Children under the age of 12 must always be accompanied by a responsible adult capable of providing life-saving maneuvers in the exercise room.
2. Food or beverages (except bottled water) are prohibited in the exercise room at any time.
3. Proper usage of the exercise equipment by residents and their guests is required. Improper usage can result in damage or injury and may lead to suspension of exercise room privileges for the residents and guests. The cost of repairing damages to equipment will be assessed to the owner responsible.
4. All exercising is done at resident's or guest's own risk.
5. Residents who lease their units have the same rights as current resident owners as long as the owners have paid all fees and assessments and are in good standing with the community. If the owner has rented or leased their unit, they give up all rights for use to the onsite resident. Owners shall, however, remain legally responsible for any damage or fees incurred and unreimbursed by the lessor.

## **MAINTENANCE INFORMATION**

### **MAINTENANCE GUIDELINES OF RESPONSIBILITY**

#### **THE ASSOCIATION WILL MAINTAIN:**

- Address/house numbers
- Brick, stone and wood trim
- Exterior caulking
- Drywall repairs resulting from roof or flashing leaks that are caused by association negligence (*see note 1*).
- Concrete sidewalks, verandas and stoops
- Exterior water faucets serving multiple units
- Foundations
- Gutter and downspouts

- Landscaping of common element areas
- Painting of exterior units (including wood trim, finished verandas, gutter and downspouts)
- Painting of outside exterior doors (including front doors, garage doors, veranda doors and doors leading to enclosed deck/porches)
- Roadways
- Roofs
- Roof leaks (exterior only)
- Chimneys (brick work and ceramic flues only)
- Roof vent issues that are caused by association negligence.
- Chimney caps
- Siding
- Snow/Ice removal (including roadways, driveways and walkways)
- Dryer vent cleaning in even numbered years

*Note 1*

*Responsibility for unit components, particularly the drywall, only shifts to the Association in two circumstances:*

1. *The damage resulted from a casualty loss that is covered by insurance; or*
2. *The Association was negligent. To prove negligence, the owner would need to show the Association knew, or should have known, the roof was leaking, and failed to promptly pursue fixing the leak. Typically, this means the owner has to notify the Association of the issue, and the Association takes no action to correct the leak. Under this circumstance, the Association could be liable for repairing a damaged ceiling, but the Association has no way to know a roof leak is occurring unless the occupant reports an issue.*

**THE INDIVIDUAL UNIT OWNER WILL MAINTAIN:**

- All glass surfaces including windows (windows must be in accordance with original design and quality)
- Interior Caulking
- Chimney cleaning
- Door thresholds and frames (including garage)
- Door replacements (including garage) (must be in accordance with original design and quality)
- Door and window locks, hardware, seals, tracks, and weather stripping
- Exterior electrical outlets
- Finished veranda interiors (excluding exterior painting)
- Garage lights and front and rear lights (including bulb and fixture)
- Grouting
- Interior lighting fixtures, Formica countertops, plumbing, wiring and all appliances (including water heaters, air conditioning units and furnaces) (*see note 2*)
- Painting of interior doors (including doors leading to enclosed veranda)
- Screens

*Note 2*

1. *Declaration article 5 section 2(a)4, states: all plumbing, electrical, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which service only that unit:*
2. *Article IX section 2 states: each unit owner shall repair and maintain the units and all components thereof, owned by that unit owner.*

**MAPS**





# **POLICIES AND PROCEDURES**

## **STORM DOOR POLICY**

The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of the community. The Board shall review and approve on an individual basis each improvement application, provided that all of the following are satisfied: The applicant must be present at the meeting when approval is being sought.

1. Storm door is expected to be:
  - a. Constructed of at least 1¼ inch extruded aluminum and the frame to be no wider than 3¾ inches.
  - b. Solid wood core.
  - d. White aluminum exterior with permanent bake-on enamel finish.
  - e. Heavy-duty hinges.
  - g. Full-view design with no obstruction in glass. However, a full view design similar to the Larson Tradewinds full-view aluminum storm door with retractable screen may also be acceptable.
2. No adjustment may be made to the door frame. The owner assumes full responsibility to maintain/repair the frame.
3. Glass can be removed and a screen installed. Owner will maintain the screen.
4. The owner assumes responsibility for maintenance, repair, and/or replacement of the door.
5. Unauthorized changes or improvements to the exterior of the unit/building must be removed or restored to original condition at the discretion of the Board and will be at the expense of the owner.
6. The installation of a storm door may damage your front door caused by solar heat radiation through the glass door.



## **ANTI-HARASSMENT POLICY**

The Association will not tolerate harassment of any Owner, Occupant, employee, Community Association Manager, contractor, or other party for any reason, to the extent protected by Federal, State, or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment that adversely affects any other Occupant's living conditions is prohibited. All harassment that adversely affects an employee's working conditions is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, or violence. Threatening physical harm or property damage is also prohibited.

If an Owner, Occupant, employee, or other person feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Community Association Manager. If an Owner or Occupant is unable for any reason to contact the Association Manager, or the Manager is the person performing the prohibited harassment or being harassed, then contact the Board of Directors. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate, including use of all enforcement mechanisms provided to the Association under the governing documents. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

The procedure for reporting incidents of harassing behavior is not intended to impair, replace, or limit the right of any person to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.

# CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC

## ARCHITECTURAL CONTROL POLICY

1. The Crossings at Canterbury Trails Condominium Association, Inc. architectural control is governed by the Declaration Document (under HB 5311 of the Revised Code of Ohio). Specifically, Article III, Section 2 Restrictions, Paragraph (o) outlines specific restrictions relative to the exterior of condominium units. This particular paragraph is quoted in part, "Nothing visible to the exterior shall be permitted to be hung, placed, displayed, or maintained in limited common elements areas unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board". Additionally, the Community handbook further amplifies the subject and is quoted in part: "No change may be made to the building's exterior structure or the common elements area surrounding your home without prior written approval of the Association. The Association will allow limited modifications assuming they conform to specifications adopted by the Association and approved by the Board. Examples of such modifications are storm doors or screen doors and additional landscaping."

2. A community-wide review by the Board of Directors revealed widespread non-compliance with the requirements outlined in paragraph 1 of this letter (above). Items such as (but not limited to) metal stars, non-seasonal wreaths, flower planter pots, small fences, flower boxes in exterior windows, metal numbers, mini vegetable gardens, etc., are currently displayed at various locations on buildings, fences, and in common elements areas.

3. The Board of Directors has previously adopted exemptions whereby the following items may be displayed in the exterior limited common elements areas. Articles/items, other than those listed below, shall not be displayed in a manner that makes them visible on the exterior areas.

a. Satellite Television Dish providing a properly completed Improvement Application Form is submitted, the dish is installed in accordance with the required specifications, and both the Improvement Application Form and the physical installation location/method are approved by the Board of Directors.

b. Display of the American Flag, State flag, POW/MIA flag providing the display complies with the appropriate statutes governing display of the flag.

c. Holiday Season Decorations providing they are "tasteful" in nature, placed safely, and do not damage the grounds or exterior of the building. Additionally, they shall not be installed earlier than 30 days prior to the holiday and shall be removed not later than 7 days following the holiday.

4. The Association Board of Directors is charged with the responsibility for maintaining the aesthetic and architectural character of the community. Therefore, the following plan of action is effective immediately and extends until further notice.

a. All homeowners who have items/articles displayed (other than those listed in paragraph 3a, 3b, and 3c above) must forward a previously Board-approved Improvement Application Form (governing the specific items/articles displayed) to Towne Properties Management Company, to the attention of the Property Manager. Lacking the previously Board-approved Improvement Application Form, the displayed items/articles must be removed immediately.

b. Effective April 1, 2010, those items displayed (other than items contained in paragraph 3a, 3b, and 3c above) without a previously Board-approved Improvement Application Form, will be treated as a Community Violation which will be processed in accordance with the procedures governing community violations, to include monetary assessments when appropriate.

5. This policy will remain in effect until duly changed by the Board of Directors.

Approved by the Board on February 23, 2010

## **CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

### **COMMUNITY PRODUCE GARDENING POLICY**

1. One of the many responsibilities of the Board of Directors is to maintain the aesthetics of our community. Unfettered gardening is one of the factors that can quickly affect the aesthetics of the community in an adverse manner. During the last growing season, we observed areas in the community whereby gardening efforts, in addition to negatively impacting the community aesthetically, resulted in the erection of unauthorized fencing, placement of ground poles, and plantings in unauthorized areas.

2. For purposes of defining exactly what is meant by the word “PRODUCE” throughout this document, the following definition is provided: All items commonly described as a vegetable, corn, watermelon, cantaloupe, and tomatoes (along with any fruit borne by plants/bushes/trees). This definition also includes any relatives of the items listed above.

3. Beginning April 1, 2010, exterior produce gardening (plantings which are rooted outside the respective limited common elements (areas) OR plantings which are visible outside of the respective limited common elements (areas) is strictly prohibited. Further, the erection of fences, trellises, ground stakes, etc. shall not occur in EITHER the limited common elements (areas) OR the common elements (areas) without first obtaining a Board of Directors approved Improvement Application Form.

4. Residents who fail to adhere to the requirements of this policy letter will receive Community Violation Notices that carry all attendant permissible corrective actions (which include penalty monetary assessments).

5. This policy will remain in effect until duly changed by the Board of Directors.

Approved by the Board on February 23, 2010

## **CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

### **FOR SALE SIGN POLICY**

Recently an owner listed a condo for sale and allowed the real estate agent to improperly post a “for sale” sign in the common element (area) of the community. Signs of this nature are prohibited by Article III, Section 2, paragraph (h) of the Declaration. In addition, the on-line listing included a reference to lot size that was very misleading because no condo purchase includes a lot since every resident owns 1/96 of all common elements (areas).

When the sign was reported, a notification was promptly sent to the owner to have it removed within a reasonable period of time; in accordance with the Penalties and Remedies section of the community handbook. Sadly, the owner did not remove the sign as requested within a reasonable time. It has been mentioned that the reasonable time allowed for the sign to be removed could set a precedent for future sellers.

Therefore, should a “for sale sign” or other sign of any nature be placed on limited or common elements (areas), the provisions of the Penalties and Remedies section will be accelerated and the sign will be removed immediately upon it being reported. It can be retrieved from the trash bin located in the pool enclosure.

Please file this with your community handbook as it is an official modification to the Penalties and Remedies wording.

**Approved by the Board June 21, 2021**

This policy will remain in effect until duly changed by the Board of Directors.

## **CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

### **AMENITY ACCESS POLICY**

With a few deeds in the community listing more than one owner, there is a need to define amenity access for association members.

When a unit is leased, the owner transfers amenity access to the tenant and the owner no longer has access to the amenities.

Multiple owners, with only one owner family group living in the community, are similar to the leasing situation with a slight difference: one of the owners would have the “daily amenity access”, and the other owners would transfer the amenity access for that particular day. The owner who has the daily amenity access could invite the other owners as guest(s) for that day.

The limit of 4-guests per unit at the pool continues to be in effect so all owners can enjoy the pool,

The policy of requiring the owner / daily amenity user / lessee to be present at the pool when guests are using the pool, remains in effect and the access key is never to be given to a guest. Furthermore, it is absolutely inappropriate for anyone to prop the entrance gate open so they or guests don't have to use the key for entry.

Entering through the clubhouse and not the pool entry gate continues to be prohibited.

Approved by the Board September 1, 2022

This policy will remain in effect until duly changed by the Board of Directors.

# CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC

## TRASH BIN PLACEMENT POLICY

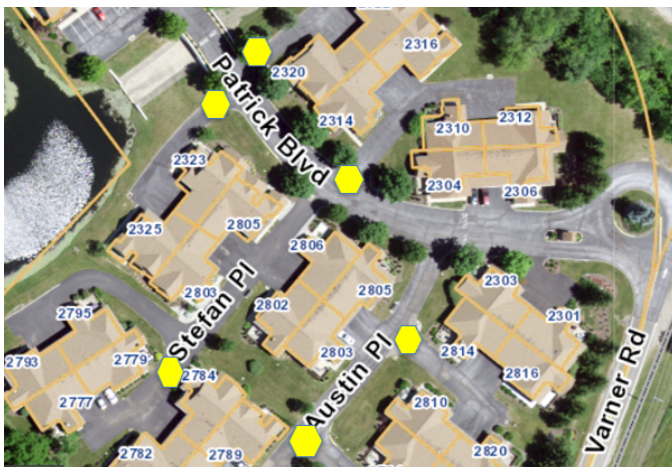
As a result of recent damage occurrences and confusion regarding placement of trash bins for pick up on Wednesdays, the board has decided to memorialize the process in this policy.

Effective immediately, trash bins must be placed closer to Patrick, Austin, and Stefan so the multi-ton trash truck has to make the minimum number of turns in reverse. If there is a median, the truck cannot turn off the main road.

Below are partial maps of the property with a stop sign shaped spot where the trash bins are to be staged for pick up.

Approved by the Board December 1, 2022

This policy will remain in effect until duly changed by the Board of Directors.



## **CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

### **MAINTENANCE REPORTING POLICY**

Recently, an owner observed an issue with the exterior wall and contacted the Greene County Building Inspector prior to notifying the Association. The Association was subsequently informed of the issue when the owner, who was also listed as the contractor on the report, provided the Management Company with a copy of the inspection report describing the apparent issue and the remedial action that was expected of the Association. Apparently, the Building Inspector was unaware that the owner had no responsibility and/or involvement regarding the repair.

The Association promptly began a search for a contractor to complete the required remedial action but soon discovered that some contractors refused to provide a quote because the County was already involved. Their normal process is to involve the County after they develop a correction plan. The Association continued to search for a contractor but received conflicting information about what needed to be done to correct the issue and has just now been able to identify a contractor willing to complete the corrections.

This should have been addressed to the Association first so a contractor could be identified to develop a remedy that could be shared with the County, if required. Therefore, the Board has created a rule, as follows:

- Owners are required to immediately report to the Association any deficiency or need for repairs that they believe exists with the Common Elements, and report the issue to the Association before reporting the issue to any other person or entity. The Association has the authority to manage the Common Elements and determine how they are maintained and repaired, and any Owner interfering with this authority, including by contacting any government agency or other outside entity, will be responsible for the increased costs incurred by the Association resulting from the interference and subject to additional enforcement action.

The situation referred to above has caused extra cost, extensive lost time for voluntary board members, and unnecessary delay in confirming a contractor to begin the work. As you are aware, This increased cost comes from each and every one of your monthly assessments as owners, so the intention of this rule is to prevent the Association wasting its funds in the future in this manner.

Approved by the Board February 21, 2023

This policy will remain in effect until duly changed by the Board of Directors.

## **CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

### **COLLECTION POLICY**

1. All assessments are due on the first day of the month and are considered late if not received by the tenth day of the month.

2. An administrative late charge of \$25.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice).

3. Any payment made shall be applied in the following order:

- a. Interest owed to the Association;
- b. Administrative late fees owed to the Association;
- c. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and finally,
- d. Oldest principal amounts owed for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.

4. Any unpaid assessment may result in the Association filing a lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is leased, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.

5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorneys' fees, recording costs, title reports, and court costs, will be charged back to the account.

6. If any Owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the By-laws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.

7. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

8. This collection policy document shall remain in effect until changed by the Board of Directors.

Approved by the Board on February 23, 2010

This policy will remain in effect until duly changed by the Board of Directors.



# CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC

## SATELLITE DISH POLICY

### RECITALS:

WHEREAS, the Association is responsible for the preservation of the architectural appearance of the Condominium under state law and the governing documents of the Condominium; and

WHEREAS, the Federal Communications Commission adopted a rule effective October 14, 1996, which is intended to supersede the regulations of condominium associations concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and WHEREAS, the Board of Directors believes it is in the best interest of the Association for the Board to adopt reasonable regulations governing installation, maintenance, and use of exterior antennas consistent with FCC rule.

NOW, THEREFORE, the Board of Directors adopts the following restrictions and regulations for the Association, hereinafter referred to as the "Rules," which shall be binding upon all owners and their family members, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest in a unit within the Condominium, and which shall supersede any current restrictions of record or previously adopted rules on the same subject matter.

### I. DEFINITIONS

- A. Antenna: any device used for the receipt of video programming services, including direct broadcast Satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS). (Masts, cables, supports, conduits, wires, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.)
- B. Mast: structure to which an antenna is attached that raises the height of the antenna.
- C. Transmission-only antenna: any antenna used solely to transmit radio, television, cellular, or other signals.
- D. Owner: any party named in a deed of record as an owner of a unit in the Condominium or any party who acts with the written permission of the unit owner to install an antenna.
- E. Telecommunications signals: signals received by DBS satellite dishes or television broadcast and MDS antennas.
- F. Exclusive-use area: the area designated in the Association's governing documents as a limited common element in which the owner has an indirect ownership interest.
- G. Bargeboard: the structural board that is used on the gable end. (See page 43)

### II. APPLICATION/NOTIFICATION RULES

- A. Prior to installation, owners must submit a written notice to the Association of their intent to install an antenna.
- B. If an owner submits a written Notice of Intent to Install an Antenna to the Association, the notice must be filed 3 days before the installation. In such a case, the owner bears all risk that the Association will not approve the antenna because of a lack of compliance with the Rules stated herein. The Association reserves all powers to inspect the antenna after installation to determine if the antenna complies with the Rules. If not, the Association reserves all powers to compel the owner to comply with the Rules, regardless of whether the owner has already installed the antenna.
- C. Owners may file their notice with the Association in writing at:
  - 1. A scheduled Board meeting,

### III. INSTALLATION RULES

#### A. Antenna Size and Type

1. Owners (or anyone acting with the owner's written permission) may install a DBS dish that is NO larger or higher than what is needed to obtain a satisfactory signal and never to exceed 39.37 inches in diameter or over 12 feet high.
2. Owners (or anyone acting with the owner's written permission) may NOT install a regular TV antenna designed to receive broadcast stations.
3. Owners (or anyone acting with the owner's written permission) may NOT install a MDS multipoint distribution service antenna.
4. Owners (or anyone acting with the owner's written permission) may NOT install any type of antenna which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are strictly prohibited.
5. Any type of antenna NOT specifically protected by the FCC rule is strictly prohibited.
6. Owners (or anyone acting with the owner's written permission) may install no more than one antenna for each type of service.

#### B. Location

1. Owners must install their antenna in one of the following designated locations:
  - a. Inside a window within the unit or,
  - b. On the bargeboard that runs from the roof ridge to the fascia where the gutters are connected. (See page 43)
  - c. Totally within boundaries of the patio so as not to encroach into the common elements, e.g., past the vertical plane of the fence (if applicable),
  - d. Or, after advance review of the association, within other limited common elements, e.g., between the building foundation and the sidewalk (if applicable).
  - e. Except as noted in ii above, nothing can be mounted anywhere on the building structure without specific approval in advance from the association.
  - f. Nothing may be affixed to the roof in any way.
2. Wires leading from the antenna may not be routed on the exterior of the building in any way and must be routed to the inside of the building immediately and not to exceed 60 inches on the exterior. Penetration through exterior portions of the Condominium's building is prohibited without prior approval.

#### C. No alternative locations shall be permitted outside limited common events without:

1. A written certification from both the owner and installer that installation of the antenna in the approved locations would not afford sufficient signal strength for adequate reception and
2. A precise statement including sketch/drawing describing the alternative location where sufficient signal strength would be adequate for reception. In such cases, the Association shall reserve the power to grant a variance from any of the Rules expressed herein, but shall endeavor to protect the Condominium from architectural blight to the greatest degree possible and shall strive to ensure that all concerns over safety are satisfied. The Association will not recognize any conversion of limited common element property to individually owned property if an owner installs the antenna in any of the approved limited common element locations.
3. If an owner can receive an acceptable quality signal from the antenna by placing it inside the unit without unreasonable cost or delay, then the owner may not install the antenna anywhere on the exterior of the Condominium.
4. Owners are prohibited from installing an antenna which in any way, shape or form encroaches upon any common elements, any other owner's individual unit or limited common

element, the air space of another owner's limited common element or the air space of common elements.

5. Owners must locate their antenna in a place and manner which shields it from view from the nearest street(s) or from other units to the maximum extent possible.

6. The Association reserves the power to require an owner to install visual barriers, natural or otherwise, around the device to diminish any adverse visual effect which may be caused by the installation of the antenna.

7. Owners are strictly prohibited from installing antennas on the common elements of the Association.

#### D. Installation on Exclusive Use Areas

1. Antennas shall not be larger or installed higher than is absolutely necessary for reception of an acceptable quality signal and never to exceed 39.37 inches in diameter or over 12 feet high.

2. All installations shall be completed so they do not damage the common elements, limited common elements, or individual units, or void any warranties of the Association or other owners, or in any way impair the structural integrity of the building. The Association reserves the power to require the owner to specifically observe all building code requirements applicable under local law.

3. The Association further reserves the power to require any installer, other than the owner, to provide the Association with an insurance certificate listing the Association as a named insured prior to installation.

4. Antennas must be properly secured so they do not jeopardize the structural integrity of any structure or the safety of any person near the antennas.

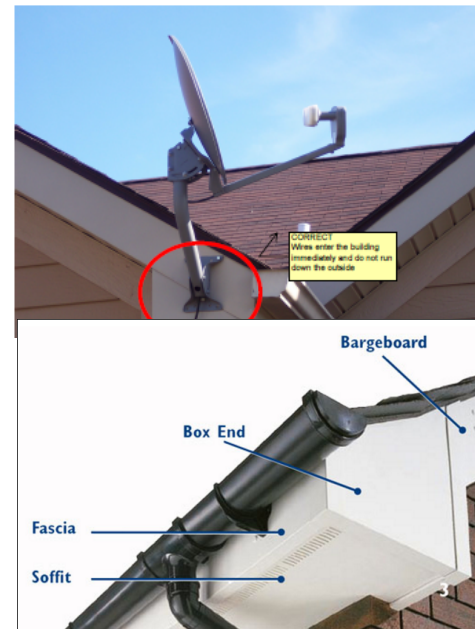
5. The Association shall not approve any antenna which requires penetrations through exterior portions of the Condominium's building during installation, unless it is absolutely necessary for the owner to receive an acceptable quality signal or to avoid an unreasonably high increase in the cost of installation of the antenna and had been approved in advance by the association.

6. Owners shall use the following devices or apparatus unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:

- a. Devices which permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
- b. Devices (i.e., ribbon cable) which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
- c. Devices which use the Condominium's existing wiring for receipt of telecommunication and cable service signals.

7. If an owner finds that installation of the antenna requires penetration of the exterior portion of the Condominium's building, the owner must obtain prior permission from the association and is responsible for ensuring that the point of penetration(s) is properly waterproofed and sealed in accordance with applicable industry standards and building codes.

8. The Association reserves the power to specially assess the owner for any costs the Association incurs to correct structural damage to the building and residences caused by moisture or any other cause.



## **E. Maintenance**

1. Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, the costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennas;
  - b. Repair damage to any property caused by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
  - d. Reimburse residents or the Association for costs incurred to correct damage caused by antenna installation, maintenance or use;
  - e. Restore antenna installation sites to their original condition after removal of the antenna.
2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens anyone's safety, the Association may remove the antenna at the expense of the owner.
4. Owners shall be responsible for antenna repainting or replacement if the appearance of the exterior surface of their antenna deteriorates or is damaged in any way.

## **F. Safety**

1. Antennas shall be installed and secured in a manner that complies with all applicable building codes and manufacturer's instructions. Prior to installation, owners shall provide the Association with a copy of any applicable governmental permit if it is required for safety reasons.
2. Antennas shall not be placed anywhere near power lines (above-ground or buried). Owners must ensure that wind velocity or other forces could not cause the antenna to collide with a power line.
3. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium.
4. Installations must comply with all applicable building codes and industry standards, take aesthetic considerations into account, and minimize the impact to the Condominium's common elements and the owner's unit and those of his/her neighbors.
5. Antennas shall be permanently grounded to minimize the possibility of electronic and fire damage.

## **IV. ANTENNA CAMOUFLAGING**

1. The Association reserves the power to require owners to paint any portion of the antenna so that it matches or is reasonably compatible with the color of the structure to which it is attached. If such a requirement would void the warranty from the manufacturer, the owner must submit a copy of the warranty to the Association in order to be absolved of the requirement.
2. The Association reserves the power to require owners to install or provide screening around the antenna if the antenna is visible from the street or other units.
3. Owners must install exterior wiring for the antenna in the least obtrusive manner.

## **V. MAST INSTALLATION**

1. Mast height may be no higher than absolutely necessary to receive acceptable quality signals and never to exceed 12 feet.
2. Masts must be installed by licensed and insured contractors.
3. If not using a mast, the dish must be installed on the bargeboard.

## **VI. ANTENNA REMOVAL**

1. When an owner relocates from the community, he/she will remove the antenna and return the location of the installation to its original condition.
2. When an owner removes an antenna, he/she is required to restore the location of the installation to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

## **VII. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED**

1. If an owner installs an antenna in any location where the Association has any maintenance responsibility, the owners retain total responsibility for the maintenance of their antenna.
2. The Association reserves the power to deny approval for the installation of any antennas which would result in increased maintenance costs for the Association or for other residents.
3. If the Association sustains any increased maintenance costs or damage caused in some direct way by an owner's antenna, the Association shall hold the owner of the antenna responsible for all such costs and may levy a special assessment to recover the sums due. If, in order to fulfill any of its regular maintenance responsibilities, the Association requires the temporary removal of any antenna, the Association shall provide the responsible owners with 10 days written notice unless emergency situations dictate otherwise.
4. Owners shall be responsible for the removal or relocation of their antenna as required by the Association. If the owner does not remove the antenna in the required time, then the Association may do so at the owners' expense.
5. The Association is not liable for any damage to any antenna caused by the Association's removal under these circumstances, nor shall the Association be responsible for relocating the antenna.

## **VIII. INSURANCE**

The Association shall not accept any responsibility to insure any antenna installed by an owner. The antenna shall be considered the personal property of the owner who installed the antenna.

## **IX. INSTALLATION BY TENANTS**

These Rules shall apply in all respects to tenants. Those tenants who desire to install an antenna permitted under these Rules must obtain prior written permission of the owner/landlord and furnish the Association with a copy of this permission with the application/notification form.

## **X. ENFORCEMENT**

1. If these rules are violated, the Association reserves all of its legal remedies, including, but not limited to, the enactment of special charges, subject to the due process procedures set forth in the local Code.
2. If any antenna installation poses a serious, immediate safety hazard or 'threat to property, the Association reserves the power to remove the antenna without notice to the owner; however, whenever feasible, the Association shall provide advance written notice to the owner of the Board's concerns for safety and its request of the owner to remove, relocate, or re-secure the antenna.

## **XI. SEVERABILITY**

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

Approved by the Board April 2010

This policy will remain in effect until duly changed by the Board of Directors.

## **CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

### **SATELLITE DISH REMOVAL POLICY**

There are several apparently unused satellite dishes in the community that need to be removed to improve community appearance. According to the policy allowing the installation, these dishes were supposed to be removed when no longer used or when the owner that had it installed vacated the property.

The association is responsible for the architectural appearance of the community and removing unused satellite dishes will improve the general appearance of the community. Furthermore, this policy allows owners to continue using satellite dishes to receive transmissions and simply removes the dishes that are no longer in use because they were installed prior to the current owner taking occupancy or not needed by the current owner. Since dishes are attached to common elements, the association has the responsibility to control unused dishes.

Current owners are responsible for the following: If still using the dish, use the attached form to provide proof to Towne Properties that you continue to use the dish by providing:

1. a copy of the notice you sent to the Association stating your intent to install a dish as per the policy, and either
  - a copy of last month's bill, or
  - a photo of your TV screen that shows the satellite provider logo on the screen, or
  - some other type of proof of continued use.

If you have not validated your need to retain your dish and notified Towne Properties with the attached form, the association will understand that the dish is no longer needed/used and will have it removed from the common elements.

If the fascia has been damaged, the association will have an association approved contractor repair the fascia and may invoice the owner \$30.00.

Questions may be referred to Towne Properties by sending an email to the address listed above.

Approved by the Board July 19, 2022

This policy will remain in effect until duly changed by the Board of Directors.

## CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC.

### MONTHLY ASSESSMENT PAYMENT OPTIONS

**ELECTRONIC FUNDS TRANSFER:** if you prefer to pay via an electronic transfer from your banking institution, the direct link to the **Alliance Bank** website for ACH payments is:  
<https://pay.allianceassociationbank.com/Home?cmcid=8D6F34AF> so you may want to bookmark this link for future payment processing.

Management company ID: **6883**,

Association ID: **9425**,

Property account number: individual registration number starting with a **t**, e.g. **(t1234567)** which is located in the coupon payment packet.

There is a \$0.95 surcharge per transaction for this option. Since your payment is being processed by military grade encrypted banking software, this is very secure and adds an extra layer of protection to your private information. Most transactions post within 2 days. If you have any issues creating an Alliance account, please call their technical support line at: 844-739-2331.

**Personal Bank Bill Pay:** if you prefer to have your bank create and mail a paper check on your behalf, you need to sign-up online through your bank's BillPay option. This is the information you will need during the sign-up with the bank:

Name of Association: The Crossings at Canterbury Trails

Remittance Address: PO Box 621717, Orlando, FL 32862-1717

Account to be credited: **6883 9425** plus your property account number from Towne starting with a **t**, e.g. **(t1234567)**.

Some banks, with whom Towne has an electronic funds transfer agreement, may convert this to an electronic funds transfer after several months of sending a paper check and many do not charge for bank BillPay. However, you will want to verify that with your banking institution. Payments may take up to 10 business days to post with bank BillPay and, to ensure your payments clear on time, it is recommended your payment be scheduled to be mailed no later than the 25<sup>th</sup> of the month.

**Personal Check:** Not later than the 25<sup>th</sup> of the month, using the pre-addressed envelope, mail a paper check and include the coupon you received in your payment packet. The management Company is unable to accept payments at their Centerville office so the check must be mailed to The Crossings at Canterbury Trails, PO Box 621717 Orlando, FL 32862-1717 and be sure to write the account to be credited information from above.

**Credit/Debit Card:** There is a \$3.95 charge plus a processing fee charged by the bank card company, which is cheaper than the \$25 late fee.

If you have any questions on how to make a payment, or do not have your personal **t** number e.g. **(t1234567)**, please email [SarahLuttrell@TowneProperties.com](mailto:SarahLuttrell@TowneProperties.com)

Please be sure to include your name, community, and address with any inquiries.

## **CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

### **PROCEDURE TO SUSPEND OWNER'S VOTING RIGHTS**

1. The Board of Directors will identify account(s) of owner(s) with balances that are delinquent more than sixty (60) days.
2. At a regularly scheduled Board meeting, a motion will be made, seconded, and voted on to suspend the right to vote for the identified owner(s). This motion and results must be documented in the minutes for the meeting.
3. If the motion outlined in paragraph 2 above is adopted, the Board must then duly notify the owner(s) affected that their right to vote has been suspended and will be reinstated only upon payment in full. If an owner's right to vote is suspended near an annual meeting date, the Board will include a deadline for bringing the account current so there is time to reinstate the right to vote prior to the meeting.
4. Upon verification of payment in full, the Board will send notice to the owner(s) acknowledging that the right to vote has been reinstated. The Board will endeavor to reinstate the right at least fifteen (15) days before the annual meeting.

Approved by the Board on February 23, 2010

This policy will remain in effect until duly changed by the Board of Directors.



# CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC

## Rental/Leasing Procedure

1. Effective April 6, 2011, rental/leasing is no longer allowed. However, the amended documents allow the rental leasing of properties that are grandfathered or hardship as of April 5, 2011.

2. A property owner eligible under the grandfather or hardship provision intending to rent/lease a unit must notify the Association Property Manager prior to advertising the unit for rent/lease by providing a completed NOTIFICATION OF INTENT TO RENT/LEASE CONDOMINIUM UNIT form to the address contained in paragraph 4 below. An accompanying non-refundable processing fee of \$50.00 must be provided each time the property is rented along with revised forms.

3. This procedure does not apply

- a. When the resident is a member of the owner's immediate family, i.e., parent or child.
- b. To any property that is rented/leased and occupied as of April 5, 2011 and for the period of time the property continues to be rented/leased.

4. The Manager will acknowledge receipt of the notification within seven (7) working days of receipt.

5. Prior to a tenant taking occupancy, the owner must provide the tenant with a copy of the handbook and have the tenant complete the Handbook RECEIPT form. The owner will also complete a RESIDENT CONTACT AND INFORMATION form and provide both completed forms to the Association Property Manager, Towne Properties, 6540 Centerville Business Parkway, Centerville, OH 45459; (937) 222-2550; FAX 937-222-2552; E-mail the Manager at [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

6. A notation that the tenant has received the handbook and the obligation of the tenant to abide by the Association's By-laws and Declaration and any and all properly promulgated rules and regulations must appear in the lease/rental agreement.

7. The Property Owner or Property Owner's agent must inform tenants that the proper source for forms or advice regarding Community Rules, Regulations, Procedures, etc. is the Association Property Manager. This can be done by contacting the Association Property Manager during regular business hours, at a regularly scheduled Board of Directors Meeting, or the community web site [www.thecrossingsatcanterburytrails.com](http://www.thecrossingsatcanterburytrails.com)

Forms or advice obtained from other sources (including Property Owner or Agent) will not be considered binding by the Association.

8. If these procedures are not followed, the Association may impose an enforcement penalty in accordance with the provisions of the Community handbook.

Approved by the Board April 6, 2011

This policy will remain in effect until duly changed by the Board of Directors.

**FORMS**

**CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

*Please type or print legibly the following information*

**NOTIFICATION OF INTENT TO RENT/ LEASE CONDOMINIUM UNIT**

Type of Rental / Lease: Check one:  Hardship  Leased as of 4-5-2011

Full Name of Owner \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

I hereby make notification of my intent to rent/lease unit \_\_\_\_\_  
Address

in The Crossings at Canterbury Trails Condominium Association for the period  
beginning \_\_\_\_\_ and ending \_\_\_\_\_ (Minimum 1-year lease required.) Attached,  
hereto, is a copy of the lease agreement I plan to use.

I agree that tenant is required to abide by the Association's, Declaration, handbook and all properly promulgated rules and regulations in effect during the term of this lease. Prior to tenant taking occupancy, I agree to provide a copy of the handbook to the tenant. I agree to provide the Association with a completed handbook Receipt form plus a completed Resident Contact and Information form and a copy of the signed lease.

**In the lease agreement, I will make a notation that the tenant has received a copy of the handbook and the tenant's obligation to abide by the Association's Declaration and all properly promulgated rules and regulations.**

I agree that the Association has full power and authority to take whatever action may be required to prevent violations by my tenant and guests regarding the provisions of the Association's and Declaration, the Ohio Condominium Act, and the rules and all regulations of the Association.

I have included a non-refundable check for \$50.00, payable to The Crossings at Canterbury Trails for the purpose of defraying administrative expenses related to the processing of this notification.

Homeowner Signature: \_\_\_\_\_ Date \_\_\_\_\_

-----  
NOTIFICATION RECEIVED \_\_\_\_\_

BY: \_\_\_\_\_

Management Company Representative

Send fees and completed forms to:

Towne Properties Management, Attn: Community Association Manager  
6540 Centerville Business Parkway, Centerville, OH 45459,  
Phone (937) 222-2550, FAX 937-222-2552,  
E-mail the Manager at [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

## Association Record Form: THE CROSSING AT CANTERBURY TRAILS

*According to the Ohio Revised Code and Senate Bill 61, the Association must have accurate contact information for all homeowners and residents, living within the unit. If any of this information changes, please notify Towne Properties. Your information will only be used for official association business. When your email address is used, the sender will be identified as Towne Properties or Community Café. Return form to Towne Properties, 6540 Centerville Business Pkwy Centerville, OH 45459.*

**Date** \_\_\_\_\_

**Unit Owner Name(s)** \_\_\_\_\_

**Unit Address** \_\_\_\_\_

**Mailing Address (if different)** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Telephone (home)** \_\_\_\_\_

**Telephone (cell)** \_\_\_\_\_

**Telephone (work)** \_\_\_\_\_

*The information below will be used in the event that we are unable to contact you regarding an emergency at your unit.*

**Emergency Contact** \_\_\_\_\_

**Emergency Contact Telephone** \_\_\_\_\_

*The information below should be provided for anyone in addition to the deed holder, occupying the unit.*

**Occupant Name(s)** \_\_\_\_\_

**Occupant email address** \_\_\_\_\_

**Occupant Telephone (home)** \_\_\_\_\_

**Occupant Telephone (cell)** \_\_\_\_\_

### *Pet Information*

List all pets living in the unit:    **Dog/cat**        **Breed** \_\_\_\_\_        **Color** \_\_\_\_\_        **Weight** \_\_\_\_\_

**Dog/cat**        **Breed** \_\_\_\_\_        **Color** \_\_\_\_\_        **Weight** \_\_\_\_\_

### **Vehicle Registration Information (Required)**

**Make:** \_\_\_\_\_ **Model** \_\_\_\_\_ **Color** \_\_\_\_\_ **Year** \_\_\_\_\_ **License Plate #** \_\_\_\_\_

**Make:** \_\_\_\_\_ **Model** \_\_\_\_\_ **Color** \_\_\_\_\_ **Year** \_\_\_\_\_ **License Plate #** \_\_\_\_\_

**CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

**HANDBOOK RECEIPT  
Tenant**

This is to verify that I \_\_\_\_\_  
Print Tenant Name

received a copy of the handbook on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Tenant Signature

Return to  
**Towne Properties Management**  
6540 Centerville Business Parkway, Centerville, OH 45459  
(937) 222-2550 FAX 937-222-2552  
E-mail the Manager at [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

**HANDBOOK RECEIPT FORM**  
**New Owner**

This is to verify that I \_\_\_\_\_  
(Print Buyer's Name)

\_\_\_\_\_  
(Print Buyer's Name)

received a copy of the handbook on \_\_\_\_\_  
(Date)

Note: It is the responsibility of the seller to pass this handbook on to the new owners. So that the management company is aware that new owners have the handbook, please mail this page to the management company upon transfer of ownership.

Return to

**Towne Properties Management**

6540 Centerville Business Parkway, Centerville, OH 45459

(937) 222-2550 FAX 937-222-2552

E-mail the Manager at [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

**CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

**IMPROVEMENT APPLICATION (FOR EXTERNAL IMPROVEMENT,  
MODIFICATION, CHANGE, or REPAIR)**

OWNER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER H \_\_\_\_\_ W \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

TYPE (Check one) ARCHITECTURAL/BLDG \_\_\_\_\_ LANDSCAPING/GROUNDS \_\_\_\_\_

COLOR \_\_\_\_\_ LOCATION \_\_\_\_\_

DIMENSIONS \_\_\_\_\_ APPROXIMATE COST \_\_\_\_\_

MANUFACTURER/SUPPLIER \_\_\_\_\_

DESCRIBE REQUESTED IMPROVEMENT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**A SCALE DRAWING MUST BE INCLUDED WITH THE APPLICATION  
TO SHOW THE EXACT LOCATION AND DIMENSIONS**

**I understand the Association rules concerning the proposed action. This action in no way encroaches on a neighbor's limited element area or community element areas. I agree to abide by the rules established by the Association and will be solely liable for any upkeep required by this action. I further agree to obtain all licenses and/or building permits and to meet all legal requirements for building codes. I also understand that I am expected to attend the meeting at which my application is considered by the Board to provide the original of this form and any attachments plus answer questions the Board may have.**

DATE \_\_\_\_\_ OWNER'S SIGNATURE \_\_\_\_\_

***For timely review and approval, this application should be submitted to:***

Crossings at Canterbury Trails Condo Association Property Manager,  
6540 Centerville Business Parkway, Centerville, OH 45459;  
(937) 222-2550; FAX (937) 222-2552; E-mail: [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

----- **FOR ASSOCIATION USE** -----

Date received: \_\_\_\_\_ Received by: \_\_\_\_\_

Approved by \_\_\_\_\_ Printed Name \_\_\_\_\_

Owner will return the property to the original condition upon sale of the property \_\_\_\_ Yes \_\_\_\_ No

Date approved: \_\_\_\_\_ Date disapproved: \_\_\_\_\_ Date Letter sent: \_\_\_\_\_

Comments \_\_\_\_\_

*Rev 10/2018*

**CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

**COMPLAINT (REQUEST) FORM**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL \_\_\_\_\_

Specific request or complaint (Supply name and address of any other party involved)

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Steps you have taken toward a solution (Attach additional sheets if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your suggested solution for the problem:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the Board would seek legal remedies in this matter, would you be willing to testify in court:

Please initial if yes: \_\_\_\_\_

----- Association Use Only -----

The following information to be supplied to the Board of Directors:

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return to

**Towne Properties Management**

6540 Centerville Business Parkway, Centerville, OH 45459

(937) 222-2550 FAX 937-222-2552

E-mail the Manager at [thecrossingsatcanterburytrails@gmail.com](mailto:thecrossingsatcanterburytrails@gmail.com)

**CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

**NOTICE OF INTENT TO INSTALL A SATELLITE DISH**

Unit/Home Owner(s) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

If rented, tenant's name (Attach copy of owner's written permission):

\_\_\_\_\_

Telephone: \_\_\_\_\_

Size and height of dish: \_\_\_\_\_

Date of intended installation: \_\_\_\_\_

Company Performing Installation \_\_\_\_\_

Identify Installation Location:

Building facade

Limited common area

Patio. Please provide a description and sketch/drawing of the exact location of the installation and materials to be used e.g., 2-inch post, tripod, etc.

Other. Please provide a description and sketch/drawing of where and how you intend to install your antenna including a list of materials.

I will comply with all of the Association's rules for installing, maintaining, and using antennas.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



**CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION, INC**

**SATELLITE DISH CONTINUED USE NOTICE**

I continue to use the dish and am providing the following documentation of continued use:

\_\_\_\_\_ a copy of the notice I sent to the Association stating my intent to install a dish, as per the policy

plus, one of the following

\_\_\_\_\_ a copy of last month's bill,

or

\_\_\_\_\_ a photo of my TV screen that shows the satellite provider logo on the screen,

or

\_\_\_\_\_ some other type of proof of continued use as described below

\_\_\_\_\_  
\_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Address \_\_\_\_\_

Date \_\_\_\_\_

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