

# Marival

**AT WEATHERSTONE  
HOMEOWNERS ASSOCIATION**

# **WELCOME BOOK**

## **WELCOME TO MARIVAL AT WEATHERSTONE**

Whether you are a new homeowner or renting within our community, the Marival At Weatherstone Homeowners Association, Inc. welcomes you and hopes the following information will add to your enjoyment and quality of life.

Marival At Weatherstone presently has a governing board comprised of the Developer (Fischer Homes), which meet monthly to address concerns and issues needing attention. A newsletter is published quarterly to keep residents informed of community issues.

To protect you as a homeowner or renter, the Association has defined the following articles:

1. Real Estate signs should be posted in the window of the unit.
2. No recreational or junk vehicles may be kept in a lot or in the community.
3. Wood should be stored on a rack away from the units to prevent termite infestation. (Units may be assessed for cost of termite treatment.)
4. No vehicle shall be regularly parked or kept on any open parking pad. These lots are intended for use by visitors in the community.
5. Pets cannot roam *unattended* or be staked outside units.
6. Owners shall pick up pet litter from the grounds.
7. Owners shall be responsible for grass damage from their pets within the community.
8. Dish antennas should have a written notification form submitted to the board before installation.
9. Please consult the original Declaration for a complete list of means and methods of governing the community.

We appreciate your taking a few minutes to review these and the rest of your Welcome Book.

Dear Homeowner:

It is our wish that you have found the acquisition of your new home a sound investment and will enjoy the Marival At Weatherstone community for many years to come.

To promote your enjoyment, this **Welcome Book** has been prepared to provide you with helpful information about the policies and procedures that the Board of Trustees and Management Company will be following in order to best serve each owner of Marival At Weatherstone.

It is the purpose of the Association's Board to maintain, protect, and enhance the value of your home and your lifestyle.

In addition, it is the purpose and promise of your Management Company to assist the Board in upholding these responsibilities while maintaining an atmosphere of welcome and comfort to all owners and their guests.

When you have a question, please call your Management Company, **Towne Properties Asset Management Co.** at (513) 489-4059.

## CONGRATULATIONS!

Congratulations on your wise choice of a quality Fischer Homes Development in the Marival At Weatherstone community. This welcome book has been produced by Association Administrators Inc. to explain the benefits and responsibilities of living in your community.

Please take a little time to read through this book and if you are unsure of any point, then call your Managing Agent, Towne Properties, at (513) 489-4059.

## YOUR COMMUNITY

You are now part of a beautiful community of condominiums developed by Fischer Homes.

As the owner of a home in Marival At Weatherstone, you are automatically a member of your own Homeowners Association, which provides for the upkeep of your valued property.

## PRIDE IN OWNERSHIP

The Board and Managing Agent work together to ensure the aesthetic integrity of the community and ask all homeowners to take pride in their ownership. If you see trash on the grounds, pick it up. If you see people littering, tell them to stop. Show your neighbors you care about your community and want to keep the value of your homes at its highest!

## Table of Contents

WHAT IS A HOMEOWNER'S ASSOCIATION?	6
THE HOMEOWNER'S ASSOCIATION IS A BUSINESS	7
PURPOSE OF THE BOARD OF TRUSTEES	8
THE MANAGING AGENT	9
MAINTENANCE PROCEDURES	10
SNOW PUSHING GUIDELINES	10
COMMON AREAS	11
RESERVES	12
SALE OR RENTAL OF UNIT	12
IMPROVEMENT APPLICATIONS	15
COMPLAINT PROCEDURE	16
REQUEST OR COMPLAINT FORM	15
ANNUAL MEETING PROCEDURES	17
ASSESSMENT COLLECTION POLICY	18
MONTHLY ASSESSMENT FEE	19
PETS	19
SATELLITE DISH POLICY	20
SATELLITE DISH MAINTENANCE AGREEMENT	22
ASSOCIATION INSURANCE	23
INSURANCE COVERAGE	25
SWIMMING POOL RULES	27
CLUBHOUSE RULES/RENTAL AGREEMENT	29
EXERCISE ROOM RULES	37
PROPERTY INFORMATION	38
SECURITY CAMERAS	38

## **WHAT IS A HOMEOWNERS ASSOCIATION?**

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

Local government wasn't responsible because the land was privately owned. The developer would eventually sell all the homes and go on to build another project; they wouldn't want to be responsible. That left the residents. Since they own the shared property, they should have responsibility for its maintenance. This is where the concept of a Homeowners Association came from.

A Homeowners Association is an organization of residents and you automatically become a member with the purchase of a home within the development. As a member, you are subject to a charge for a proportionate share of expenses for maintenance of common property and support for other necessary activities of the organization. Also, as a member, you have a voice and vote in the Association's affairs. Your votes are cast during annual or special meetings of the general membership.

### ***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. This is done by providing for the physical maintenance and operation of the shared property.

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

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

## **THE HOMEOWNERS' ASSOCIATION IS A BUSINESS:**

The automatic membership Homeowners Association is an incorporated, nonprofit organization operating under recorded land agreements. No matter what role you play in the Association, one thing is certain; you will want it to operate as smoothly and efficiently as possible. The most important thing to remember about a Community Association is that it is a business. To be successful, it must be operated like one.

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

When the Developer plans a project, a set of legal documents is developed which establish the community association, govern its operation, and provide rules for use of all properties in the community. The legal documents consist of the following:

#### ***DECLARATION OF COVENANTS:***

The Declaration details each owner's property rights and the conditions on use of property, and his/her rights and obligations in the Association. The master regulations are important rules in your day-to-day living. They are set up to make your life within the community convenient and easy for you and all others involved - not making things difficult.

#### ***ARTICLES OF INCORPORATION:***

Establish the Association and its purpose, structure and powers.

#### ***BY-LAWS:***

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

## **PURPOSE OF THE BOARD OF TRUSTEES**

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

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

### ***SOME OF THE RESPONSIBILITIES OF YOUR BOARD OF TRUSTEES:***

Establish the policies and regulations that govern the Association.

Supervise and prescribe the duties of the Managing Agent.

Approve the Operating Budget and all expenditures made by the Association.

Set the amount of the unit assessments.

Enforce architectural control.

Maintain the common areas and structures located on common property.

Keep a complete record of corporate affairs and report to Homeowners.

## **FUNCTIONS OF OFFICERS**

President	The President is the Chief Executive of the Board and presides at all meetings of the Board and the Association. The President oversees the general supervision over the community and Association affairs. This individual signs all conveyances and contracts of importance to Association business. The President is generally a signatory for all Association accounts.
Treasurer	The Treasurer is 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, monthly and annual cash statements are prepared and distributed, and that any arrears are collected promptly. The Treasurer will oversee budget preparation and tax forms for the Association.
Secretary	The Secretary's primary function is to ensure that permanent records are kept for all proceedings of the Board of Trustees, Homeowners Association and any special meetings. This individual is also responsible for ensuring that all meetings or other such notices, agendas, and minutes are prepared and forwarded in accordance with the Declaration and By-Laws for the Association.



## **THE MANAGING AGENT**

The Board of Trustees shall have the power to employ a Manager or Managing Agent as they deem necessary, and to proscribe their duties.

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

The Managing Agent has specific authorization and obligations contained within the Management Contract. The current Managing Agent is:

Towne Properties  
11340 Montgomery Rd. Suite 202  
Cincinnati, OH 45249  
(513) 489-4059

The Management Company will assign a Community Administrator to the Homeowners Association to oversee all Association business and the operation of the Homeowners Association property.

It is also the responsibility of the Managing Agent to bid, contract, oversee and direct all contractors, vendors, etc., servicing the Homeowners Association under the approval of the Board of Trustees.

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

## **THE MARIVAL AT WEATHERSTONE MANAGEMENT**

The Board of Trustees contracts with a competent Management Company to which it delegates the management of the Association affairs. The Management Company, with the approval of the Board, keeps the books, contracts for or performs the day-to-day maintenance and supervision of work for the Association, prepares the preliminary budget and in general, performs as the liaison between the Homeowner and the Association.

## **MAINTENANCE PROCEDURES**

Common areas include all portions of the association property that are owned by all members of the association collectively. The responsibility for maintaining, repairing, or replacing items of common property will be borne by the Association from funds derived from the monthly maintenance fee paid by each homeowner.

Professional contractors normally handle periodic common area building maintenance and operations or companies specializing in the area of expertise required the Board of Trustees under the direction and supervision of the Management Company according to the guidelines establishes who/which. For example, lawn and shrub areas are maintained during spring and summer months by a contractor approved by the Board of Trustees. Applications of fertilizers, insecticides, fungicides, etc., are part of that maintenance.

A bidding process is generally used when selecting contractors. The Management Company sends written job specifications to a minimum of three contractors who must submit bids by a specified deadline. The bids are reviewed by the Management Company and presented to the members of the Board of Trustees for discussion and a vote to determine the bid most acceptable in terms of cost, qualifications and reputation of supplier, record of timely completion dates, and other pertinent factors.

The Management Company intends that each area of operation for the maintaining of the common areas be well planned and scheduled. However, if you should become aware of a condition that needs attention, please call the management office so the matter may be attended to.

## **SNOW PUSHING GUIDELINES**

The community has established snow pushing guidelines as follows:

- 2 inch minimum
- *Sand only* to be applied to steps and sidewalks
- Streets are cleared first
- Once the snow has stopped, all other areas are cleared (driveways, steps, sidewalks)

## COMMON AREAS

The common areas are owned by all owners in common and will remain undivided.

The common areas are for the use and enjoyment of all residents.

Because an individual does not own common areas, no individual may use the areas in ways not approved by the Homeowners Association.

Some examples:

1. You may walk your dog on a common area but the dog must be on a leash and picked up after;
2. You may park your car in a designated parking space with your garage, but you may not park campers, boats, etc., in such spaces;
3. No vehicles shall be regularly parked or kept on any open parking pads; the parking pads are for guests, service persons, trade persons, and delivery persons. Vehicles using parking pads should give ample room at the front of the car so the Landscape Company can run their mowers. If the car has been pulled up too far, this area will **not** be mowed.
4. You may paint your kitchen, etc., but you may not change the exterior of your home without the approval of the Homeowners Association.
5. Items left in the common areas will be removed and disposed of.

Nothing is to be stored on the association property.

All trash must be placed in their proper receptacles provided by the association. Please clean up after yourselves.

Trash containers must be moved back indoors within 12 hours of pick-up by the sanitation company.

No automobile maintenance and/or repairs may be performed on the Common property. This may be done only if performed inside the garage of a unit owner with the garage door *closed*.

## LIMITED COMMON AREAS

Limited common areas are areas for the exclusive use of a single resident. Examples include decks, patios, and driveways.

## RESERVES

### *WHY DO WE HAVE THEM?*

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

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

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

## SALE OR RENTAL OF UNIT

When you decide to sell your unit either by Owner or through a Realtor, you need to transfer, not only your property, but also the responsibilities of membership in the Association. You do this by transferring **all** of the Documents.

Also, you must call our office within 30 days so that the accounting department can update the current Homeowner information.

If you sell, your buyer will become a member of the Association and be subject to the Covenants and By-Laws as you were when you bought your unit.

If you lease your unit, your tenant must be made familiar with the Covenants and the By-Laws of the Association so that you are protected against your tenant's inadvertent violation of them through ignorance. **There is a rental cap amendment within Marival. You must ensure that you have approval from the Board prior to any rental.** You, not your tenant, are held responsible to the Association for your tenant's behavior. You are required to submit a copy of your lease agreement to the Managing Agent, along with the name, address, and phone number of the lesser within 30 days. Lease agreements must be for a minimum of 6 months.

## **WHEN DO YOU FILE AN IMPROVEMENT APPLICATION FORM?**

An Improvement Application form must be submitted for any construction or addition to the exterior of your home or grounds. If in doubt about your particular project, contact Towne Properties.

### **WHAT IS THE OBJECT OF THE IMPROVEMENT APPLICATION FORM?**

The object of requiring a homeowner to file an improvement application with the Board is two-fold:

1. To ensure that your planned improvement enhances the beauty and maintains the architectural harmony of the community and in no way inconveniences your fellow homeowners.
2. To enable the Board to determine what information and assistance it can give in order to expedite completion of your improvement.

For timely review and approval, the request for improvement should be submitted to:

Towne Properties  
11340 Montgomery Rd. Suite 202  
Cincinnati, OH 45249

If you have any questions, phone Towne Properties at (513) 489-4059.

### IMPROVEMENT APPLICATION FOR MARIVAL AT WEATHERSTONE

An application form must be submitted for any construction or addition to the exterior of your building or grounds. If in doubt about your particular project, contact Towne Properties at (513) 489-4059.

#### WHAT IS THE OBJECT OF THIS FORM?

The object of requiring a Homeowner to file an improvement application with the Board is two-fold:

1. To insure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the Community, maintains the architectural harmony of the Community and in no way inconveniences your fellow homeowners.
2. To enable the Association to determine what information and assistance it can give in order to expedite completion of your planned improvement.

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ UNIT# \_\_\_\_\_

DATE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

OWNER \_\_\_\_\_ RENTER \_\_\_\_\_ LAND CONTRACT \_\_\_\_\_

TYPE AND NATURE OF REQUESTED IMPROVEMENT: \_\_\_\_\_

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

DIMENSIONS \_\_\_\_\_ LOCATION \_\_\_\_\_

SUPPLIES \_\_\_\_\_ APPROXIMATE COST \_\_\_\_\_

**A SCALE DRAWING OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW THE EXACT LOCATION AND DIMENSIONS.**

I understand the rules concerning the proposed improvement. This improvement in no way encroaches on a neighbor's limited common area or common ground. I agree to abide by the rules established by the Association and will be solely liable for any upkeep required by the construction of this improvement.

I further agree to obtain all licenses and/or building permits and to meet all legal requirements for building codes.

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

------(FOR ASSOCIATION USE)-----

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

Date approved: \_\_\_\_\_ Date Disapproval: \_\_\_\_\_ Letter sent: \_\_\_\_\_

Special Details or provisions for approval: \_\_\_\_\_



## COMPLAINT PROCEDURE

There are times when everything isn't going according to plan, or the plan is no good, or somebody is stepping on our toes in one way or another. Most of us try not to encroach on our neighbors' rights or privileges and try to treat others, as we would like to be treated.

Accordingly, there must be a way to get the problem solved, especially when a Homeowner is violating the Covenants. The Board is powerless to do anything substantive without written documentation, a "paper trail," if you will.

Therefore, as part of the complaint procedure, a form is available through the Management office to expeditiously solve these problems.

The procedure is as follows:

1. Homeowners tried to resolve issue by discussion with the offending party. If not resolved:
2. Complete the Request/Complaint form.
3. Explain your complaint, steps you have taken toward a reasonable solution and your suggested solution for the problem. Mail this back to Towne Properties, 11340 Montgomery Rd. Suite 202, Cincinnati, OH 45249
4. The following steps will be taken as necessary to resolve the complaint:
  - A. Initial letter sent to offending party. If there is no resolution –
  - B. A second letter will be sent.
  - C. If after these two letters, the problem or complaint is not resolved, the issue will be taken to the Board and recommendations will be made to alleviate the complaint.



### REQUEST OR COMPLAINT FORM

TO: Board of Trustees

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

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

(Make attachment if additional space is needed)

Steps you have taken toward a solution:

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

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 Trustees:

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

Action Taken: \_\_\_\_\_

## **ANNUAL MEETING PROCEDURES**

1. Notices for the Annual Meeting should be mailed to each Homeowner of record 10 to 30 days before each meeting - 15 days is normal.
2. Notices will inform each owner as to the purpose of the meeting (election of Board members, for example), date, time and location of the meeting.

The notice will:

- A. Explain the proxy and how it may be assigned to any person or assigned to the Board.
- B. Include an AAI envelope so that the Homeowner may easily assign their proxy to whom they wish, if they are unable to attend the meeting.
- C. May also include a brief resume from each Board candidate.
- D. Will include the agenda for the Annual Meeting.

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

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

Notice should include:

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

### **MEETING:**

1. A sign-in sheet will be provided listing all the owners' names and addresses with space available for signature.
2. The Homeowner will sign their name next to their address and name and then receive a ballot.
  - A. If the Homeowner or other appointee has been assigned a proxy, they should sign their name on the line of the person who assigned the proxy. They will then receive a ballot. The sign-in sheet will then be marked.

Meeting called to order:

- A. The agenda should be followed. Ask for nominations from the floor. Give each nominee three minutes to address the meeting.
- B. Close the nomination.
- C. Restate each candidate's name.
- D. Ask the meeting to vote their ballots.
- E. Gather the ballots.
- F. Homeowners Questions
- G. Announce Election Results

H. Adjournment

## **MARIVAL AT WEATHERSTONE HOMEOWNERS ASSOCIATION ASSESSMENT COLLECTION POLICY**

Assessments are levied, in accordance with the Declaration of Covenants, Conditions, and Restrictions of Ownership, for the purpose of preserving, protecting, and promoting the physical and environmental qualities of Marival @ Weatherstone.

It is important for the fiscal soundness of the Association that monthly fees be paid promptly; that is on or before the first day of each month.

In the event of a delinquency, the following actions will be taken consistent with the responsibilities inherent in the deed each homeowner acquired with the purchase of their property:

\$20 per month late fee is charged for payments received after the tenth (10<sup>th</sup>) day of the month.

### A. FIRST NOTICE

Mailed on the twentieth of the month to any unit owner who is ten or more day's delinquent.

### B. FINAL NOTICE

Mailed on the twentieth of the month to any unit owner who is fifty (50) days delinquent.

The Association's attorney of record will record these notice requests FULL PAYMENT within ten days from the date of the notice, or a LIEN, against said unit.

### C. FORECLOSURE

The Board of Trustees may foreclose any lien remaining unpaid for thirty (30) days in legal action.

Approved 11/01

## MONTHLY ASSESSMENT FEE

The monthly homeowner's fees cover the following benefits and services:

- A. Establish Reserves - to assure funds for future replacements and when necessary, maintenance of common facility, for example: blacktop parking lot, repair and roof, sidewalks, decks, etc.
- B. Professional management - includes but not limited to, the following functions:
  - 1. Collection and disbursement of funds
  - 2. Collection of delinquent homeowner fees
  - 3. Printing and distribution of notices and newsletters
  - 4. Supervision and direction of Association agents and contractors
  - 5. Maintenance and supervision of insurance
  - 6. Maintaining books and records of Association activities
  - 7. Overall community planning
- C. Landscape maintenance - cutting of grass, mulching and trimming of shrubs or accessible lawn areas, shrub and tree replacement.
- D. Snow removal - removal of snow from streets, parking lots, driveways and sidewalks.
- E. Building repair and maintenance - repair and maintenance of roofs, gutters, downspouts, exterior surfaces of building (excluding glass surfaces).
- F. Insurance - coverage for building damage caused by fire, lightning and extended coverage on a blanket basis (coverage of contents is owner responsibility).

## PETS

Please be courteous to your neighbors when considering pets. Dogs, cats, and other household pets are permitted in the community provided they are not kept for commercial purposes. Any such pet causing or creating an unreasonable disturbance or unsanitary conditions may be permanent.

- 1) All pet owners are responsible for **CLEANING UP AFTER THEIR PETS**.
- 2) No animal may be a nuisance by barking, howling, or making loud noises so as to disturb neighbors' rest or peaceful enjoyment of their home.
- 3) Dogs and cats must be under **leash control** at all times on common property.

## **SATELLITE DISH POLICY**

***SCOPE:*** *Condominium Villa; Townhome; Terrace Home*

The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of the Community. Therefore, any Homeowner who wishes to install a satellite dish in order to receive television broadcast signals must first submit a written application to the Board of Trustees specifically setting forth the dimensions of the satellite dish, the proposed location for the installation, the method and manner of installation, the color of the satellite dish and details regarding any landscaping or other camouflage which the Homeowner intends to provide.

The Board shall review and approve each Homeowner's application, provided that all of the following are satisfied:

1. The proposed satellite dish must be one meter or less in diameter or diagonal measurement.
2. Homeowner may install the satellite dish on their own rear deck or back patio. The satellite dish cannot extend beyond the boundary of the deck or patio.
3. Satellite Dish must not be visible from the street in front of the building.
4. Roof installations are not permitted. If a Terrace Building unit has a front deck, the Homeowner may put the satellite dish on their deck, so long as the dish is not visible from the street in front of the building.
5. Homeowner must present a plan to the HOA for review and submit a satellite dish notification form.
6. HOA will work with the Homeowner and respond within a reasonable time frame to the satellite dish request.
7. Any approval from the HOA, will acknowledge the satellite dish installation and establish installation requirements for the Homeowner, including possibly painting the satellite dish to minimize its visual impact. Homeowners will also be required to maintain the satellite dish at their own expense and otherwise comply with the maintenance requirements of the community.
8. Homeowner must install the satellite dish in a workmanlike manner, consistent with manufacturer instructions, and according to industry standards.

9. HOA has the right to require removal of the satellite dish by the Homeowner, at the Homeowners' expense, for necessary maintenance. Homeowner may reinstall the satellite dish at the Homeowner's expense.
10. The Homeowner will pay for any damage caused by the satellite dish.
11. HOA may provide schematic for permitted installation for each product type.
12. The Homeowner will be responsible to restore the affected area to its original state upon removing the satellite dish.

All costs associated with the purchase, installation and/or maintenance of the satellite dish as well as any landscaping or other camouflage shall be the sole responsibility of the Homeowner.

**SATELLITE DISH NOTIFICATION FORM**

**WHEN DO YOU FILE A NOTIFICATION FORM**

Any unit owner wishing to install a mini-satellite dish (one meter or less in diameter) must submit to the Board a notification form.

**WHAT IS THE OBJECT OF THIS FORM**

The object of requiring a homeowner to file a notification form with the Association is two-fold:

1. To provide the Association with advance notice of the installation.
2. To enable the Association to determine what information and assistance it can give to the unit owner and/or the satellite dish installer to expedite completion of the installation in an efficient manner.

By requiring this notification form, the Association is seeking to ensure that unit owners understand their obligation with regard to the installation, maintenance and/or removal of any mini-satellite dish and to further ensure that each Homeowner understands the installation guidelines which have been set forth by the Association.

\*\*\*\*\*

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ UNIT # \_\_\_\_\_

DATE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

TYPE OF SATELLITE DISH TO BE INSTALLED: \_\_\_\_\_

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

DIMENSIONS \_\_\_\_\_

PLEASE SUBMIT A SCALE DRAWING OF THE SATELLITE DISH AND INSTALLATION LOCATION WITH THIS NOTIFICATION FORM.

I understand the rules and guidelines concerning the installation of mini-satellite dishes. This installation in no way encroaches on a neighbor's limited common area or upon common ground. I agree to abide by the rules established the Association and will be solely liable for any upkeep required by the installation of this satellite dish.

I further agree to obtain all licenses and/or building permits and to meet all legal requirements for building codes.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Owner (s)

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Owners (s)

**(FOR ASSOCIATIONS USE ONLY)**

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

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

Special Details or provisions for approval:

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

## **ASSOCIATION INSURANCE**

Pursuant to Article 7, Insurance, in the Declarations, the Association's insurance policy shall provide coverage for all Condominium Property, inclusive of the cost of the following improvements and betterments to any Unit, added by the Declarant: any partitioning, trim, drywall, and other improvements or betterments. This insurance shall also provide

coverage for built-in fixtures and equipment that are part of a Unit. Keep-in-mind, this is the insurance provision and

repair and replacement are the responsibility of the unit-owner. Insurance certificates can be obtained via the Kinker-Eveleigh website at [www.ekinker.com](http://www.ekinker.com) under the Customer Service tab, Certificate Request – CONDOMINIUMS. If you have a mortgage on your unit, you may want to forward this information to them so that they have a current copy of the association's insurance on file.

### Owner's H06 policy

There is a deductible applied to each claim made against the policy. Unit owners may be responsible for the \$2,500

deductible amount to the Association when an owner makes a claim for damages sustained. (Refer to the section pertaining to Assessments in the documents.)

Some typical examples of insurance losses and claims are:

1. Mr. and Mrs. Jones have a small fire in their kitchen and the loss is \$2,000. The owner (or owner's insurance) is responsible for the damages as the amount of loss is under the association's deductible. The Association's insurance would pay \$0 as the loss does not exceed the deductible. Unit-owners should be sure their policy has Real Property or building coverage included to cover at least the deductible.
2. Mr. and Mrs. Johnson live next door to Mr. and Mrs. Wilson in attached units. There is a sewer backup and water enters both units. With the cleanup and repainting, the cost is \$12,000. Sewer backup is not a required peril under the association's policy. However, there could be a sublimit. Each owner should be sure their HO-6 policy provides real property coverage and includes the peril of water back-up through a sewer or drain. In the event the loss could be covered under the association's policy, each unit-owner may be required to pay their proportionate share of the \$2,500 deductible, depending on the circumstances of the loss.
3. A major windstorm causes damage to the exterior siding of a building and nothing on the interior of the unit is damaged. The cost for the repair is \$13,500. The Association is responsible for the \$2,500 deductible, and the Association's insurance pays \$11,000.

Unit is damaged by Power Failure to Sump Pump – There is a \$15,000 limitation in the policy, subject to the property deductible of \$2,500.



### Liability Insurance

The Association, as Common Expenses, also insures itself, the Board of Managers, and all Unit Owners against liability for bodily injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities. Such policy shall not insure against liability for personal injury or property damage arising out of or in relation to the individual Units, or Limited Common Areas adjoining the unit, which is the responsibility of each individual Unit Owner (and normally covered by their HO-6 policy).

Following are the guidelines which the Association recommends following for damage claims:

Whenever damage occurs, the owner is to notify their H06 carrier, as well as Towne Properties, the Managing Agent. Towne Properties will notify the Association's insurance carrier. Normally Towne Properties will help coordinate contractors for the restoration of Association insured property where the loss may exceed the \$2,500 deductible as all contractors must be licensed, bonded, and meet certain liability and Worker's Compensation insurance requirements in order to be paid with insurance proceeds. The homeowner should include all costs related to the claim for repair to the interior when submitting their claim to their H06 insurance carrier.

If two or more units share the same claim as a result of damage from a common problem or situation, the owners will then share the cost of the deductible amount to the Association.

If repeat or additional damage occurs from a prior claim that is still pending, no additional deductible will result. After a claim has been closed, there would be a new claim and a new deductible.

Please note that this information is applicable only to INSURABLE losses, not general maintenance or repair of any portion of the building. This information is a guideline. Each claim for damage will be investigated and coverage determined based on the circumstances surrounding the damage.

## INSURANCE COVERAGE

The Association's blanket policy does NOT cover losses resulting from either lack of or deficient maintenance. As a Homeowner, you must be diligent and share the responsibility for seeing to the proper maintenance of your unit.

Please promptly notify Towne Properties at the first sign of trouble.

The Homeowner should have an individual Homeowner insurance policy. This policy should cover all personal contents, area carpeting and any change and/or additions that have been made to the unit's interior or exterior since the original walk-through.

General liability and umbrella coverage is provided to the entire community through the Association's insurance.

Your Association purchases the insurance policy. The Association's policy affords the following property coverage's:

1. Cabinetry, kitchen, bath, etc. All cabinets built in forming a part of the building are covered.
2. Floor coverings, wall to wall carpeting, linoleum, tile, etc. are covered. \*\*Oriental, Persian and area rugs are NOT covered.
3. Wall coverings, paint, wallpaper are covered. Pictures, mirrors, decorations are NOT covered.
4. Plumbing and electrical fixtures are covered. Hot tubs are NOT covered.
5. Built-in appliances, dishwashers and ranges are covered. Refrigerators, washers and dryers are considered personal property and are NOT covered.
6. Coverage provided for the back up of sewers and drains.
7. Glass forming a part of the building is covered on an unlimited basis.
8. Heating and cooling elements are covered. Maintenance, etc., repairs or replacement are NOT covered.

All property losses are settled on a replacement cost basis subject to a \$1,000.00 deductible per occurrence, which is the responsibility of the Homeowner.

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

If you own a unit and occupy a unit, you should select an **HO6** (Homeowner Unit Owners Policy). Inquire about an "All Risk" contract.

Unit owners are responsible for insuring:

1. All personal property, clothing, furniture and furnishings, etc.
2. Personal Liability and Medical payments - the Association policy does not provide Personal Liability coverage for Unit Owners.
3. Loss Assessment Coverage is an optional coverage - we would suggest carrying this coverage.

Additions & Alterations, Improvements and Betterment's are coverage's, which duplicate the Master Association's policy. These coverage's are not needed provided the Association policy is in force.

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

1. Personal Property
2. Personal Liability and Medical Payments

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

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

1. Have your personal liability extended from your primary residence
2. Be aware of Loss of Rents or Fair Rental Value coverage. This type of coverage can protect your rental income if a loss should occur
3. Protect any of YOUR personal property left in the unit
4. You may require your tenant to maintain their own policy to protect possible liability claims that could arise

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

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

At the time you purchased your unit, you should have been provided with a set of Documents consisting of the Declaration and By-Laws. Please read these Documents carefully since they clearly establish your rights as a Homeowner. They also help define the areas that are restricted for the purpose of maintaining the integrity of the community.

## **MARIVAL AT WEATHERSTONE SWIMMING POOL RULES**

**The pool opens daily at 9:00 a.m. and closes promptly at 9:00 p.m.**

1. This is a private pool for the exclusive use of Marival at Weatherstone residents and their guests.
2. No Lifeguard on Duty. Residents and guests swim at your own risk. An adult Homeowner must accompany children under 17. Children are the sole responsibility of their parents, guardian or babysitter, who must be present with children in the pool area.
3. Two (2) guests per day per household is the limit on weekends and holidays. Four (4) guests on weekdays. Homeowners must accompany guests to the pool and are responsible for the actions of their guests as well as any damages, which may be incurred.
4. Proper swimming attire is required in the pool. Infants must wear rubber pants in the pool at all times.
5. No pets or animals of any kind are allowed in the pool area.
6. No glass containers in the pool area.
7. No diving permitted.
8. Flotation devices/toys are permitted at the discretion of each Homeowner as long as it does not interfere with other swimmers.
9. The Association is not responsible for personal property at the pool area.
10. Private parties are not permitted at or around the pool area.
11. Radios may only be played at the pool with the use of earphones.
12. Running, boisterous, or disruptive behavior will not be permitted in the pool area.
13. The pool gate and the door to the restrooms should be locked at all times.
14. Please close the umbrellas when not in use, and before leaving the pool area.
15. Pool furniture may not be removed from the deck area.

It is the responsibility of each resident to see that these rules are enforced in order to maintain a safe pool area for the use and recreation of all concerned. The Board of Trustees has the right to suspend the membership and pool privileges of any member who abuses his privilege or creates a safety hazard for others.

A pool service company maintains the pool on a daily basis throughout the season. However, NO supervision is provided.

**In case of an emergency, call 911, then contact the Managing Agent at 513-489-4059.**

## **CLUBHOUSE RULES AND POLICIES**

Clubhouse - The clubhouse is available to residents for private social functions. To reserve the clubhouse, contact the Clubhouse Coordinator well in advance of your party date to insure your reservation. A \$150.00 deposit will be required plus a \$50.00 non-refundable usage fee (total \$200.00 -- two (2) checks). Residents will be responsible for any damage occurring to any furniture or fixtures during their use of the clubhouse. The rules and regulations are as follows:

### I. General Information:

- a. Clubhouse restroom facilities are open for community members during hours when the pool is open.
- b. Clubhouse is available for use as stated under "Private Functions". (See III)
- c. Temperature settings should be set at 72 degrees in the summer months and 68 degrees in the winter months during private functions. You may want to make these settings several hours prior to your function in order to obtain these temperatures at the time of your function.
- d. Clubhouse shall be cleaned as stated under "Cleaning".
- e. No pets shall be permitted in the Clubhouse.

### II. Special Cleaning: Performed by homeowner reserving clubhouse

- \* Cleaning must be completed by 10:30 a.m.

#### Scope of Work:

Return all furnishings to their places.

Wash counters and sinks

Clean appliances; inside and outside

Clean tables and chairs

Clean smudges and spills from ledges, rails, walls, woodwork and cabinets

Vacuum carpeted areas and upholstered furniture

Sweep and/or mop floors as needed

Clean restrooms

Remove all waste and food from clubhouse and clubhouse area

Clean surrounding common grounds of function related debris

### III. Private Functions

- a. The Clubhouse is available for use by all community members in good standing.
- b. A community member may be denied use of the Clubhouse for the following reasons:

Delinquency in payment of Association Assessment

History of damage to the Clubhouse

History of negligence concerning Clubhouse rules

Other reasons deemed substantial by the Board of Trustees

The Board of Trustees must approve any denials of use by a community member.

- c. Reservations are made by calling the Clubhouse Coordinator not less than seven (7) days or more than sixty (60) days in advance of the date of the functions. All dates are reserved on first come, first serve basis. A "Clubhouse Rental Agreement" is enclosed. This form must be completed and returned to the Clubhouse Coordinator together with a check for \$50.00, the amount of the usage fee, and a \$150.00 security deposit.

The key is mailed one week prior to your function, or if the function is on Friday, Saturday, Sunday the key will be mailed on Monday prior to the function. If the usage fee and security deposits are not received one week in advance, the key will not be mailed.

In the event a member wishes to reserve more than one (1) date within the sixty (60) day period, the Clubhouse Coordinator must receive an additional usage fee and a separate request form for each date requested.

- d. Fees: ***Checks should be made payable to Marival HOA.***

Usage fee of \$50.00. This fee is non-refundable.

Security deposit of \$150.00. This fee is due as stated above in advance of the reserved date. This check will not be deposited but will be held until after the function. It will be refunded within 72 hours after the event if the Clubhouse is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of Clubhouse rules. The Clubhouse Coordinator shall have jurisdiction over all questions in this matter. Appeals may be made to the Board of Trustees. Failure to provide the deposit one (1) week in advance means forfeiture of the reservation and the usage fee.

- e. Hours Available:
- The Clubhouse is available for private functions between the hours of 12:00 p.m. and 2:00 a.m. If earlier access is needed for set up, this can be arranged with the Clubhouse Coordinator. All functions must be over by 2:00 a.m. Clubhouse cleaning must be completed by 10:30 a.m. the morning following your function. 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.
- f. During the Christmas season, the Board of Trustees has the right to determine if a lottery or another means is needed to accommodate the number of requests for reservations.
- g. Reservation policy does not allow private functions to be held on:
- |                   |                   |
|-------------------|-------------------|
| New Years Eve/Day | Labor Day         |
| Easter            | Thanksgiving      |
| Memorial Day      | Christmas Eve/Day |
| Fourth of July    |                   |
- h. The community member reserving the clubhouse must be in attendance for the duration of the function. He/she is responsible for the conduct of all guests.
- i. Clubhouse must be locked (doors and windows) when departing. Failure to lock the Clubhouse will result in forfeiture of the entire security deposit.
- j. If the key is lost, misplaced, or stolen, the member reserving the Clubhouse will be charged for replacement of the locking system and keys.
- k. Under no circumstances shall liquor be **sold** at any function.
- l. All vehicles must be properly parked in the parking lots provided (not in private drives). Any vehicle improperly parked may be towed at the owner's expense. It shall be the responsibility of the community member reserving the Clubhouse to inform his/her guest where to park.
- m. The community member reserving the Clubhouse is responsible for cleaning it after use in accordance with the "Cleaning and Usage Checklist" provided by the Clubhouse Coordinator (see attached



sample). Failure to clean the Clubhouse properly will result in forfeiture of all or part of the security deposit.

- n. The swimming pool area is that area contained within the surrounding fence and containing the swimming pool. The pool area is strictly "Off Limits" to all guests of a private function. Evidence of a violation of this policy will result not only in forfeiture of the entire security deposit but the member may be answerable to the Board of Trustees and subject to any action it deems appropriate.
- o. Clubhouse Property

A copy of the Cleaning and Usage Checklist is attached for your use. It is the responsibility of the member reserving the Clubhouse to immediately tour the Clubhouse at their first access to the clubhouse prior to their function, at the time the key is received and/or prior to party. It is imperative the member thoroughly inspect the Clubhouse and note on the checklist any soiled or damaged items, other than those already inventoried and noted. The member and the reporting of missing items or of damage to the Clubhouse Coordinator prior to the function will base assessments for damage or loss of Clubhouse property on the visual inspection and review of the "Clubhouse Inventory" and the "Cleaning & Usage Checklist". Leave a detailed message with the Clubhouse Coordinator. Leave your copy of the checklist on the kitchen counter top for use by the Clubhouse Coordinator for their "after the party" checkout.

The community member reserving the Clubhouse is responsible for the payment of repair or replacement of any and all damaged items. This responsibility will remain in effect until the Clubhouse Coordinator completes their portion of the checklist, the Clubhouse key is returned, and the checklist signed and returned to the community member.

## **CLUBHOUSE RENTAL AGREEMENT**

This Agreement between Marival HOA and the Community Member for the rental of its Clubhouse, for a private function, shall be in accordance with the Rules and Regulations and are a part thereof.

Requested by: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

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

Date of Function: \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Please circle all that apply:

**Serve Food** (Y) or (N)

**Dancing** (Y) or (N)

**Liquor** (Y) or (N)

**Note: Liquor is not to be sold on the premises at any time or provided to anyone under 21 years of age.**

**Use of Kitchen** (Y) or (N)

**Music** (Y) or (N)

All requests are subject to the approval of the Clubhouse Coordinator. Requests may be submitted no sooner than 60 days in advance of the requested date, and reservations will be granted on a first come basis.

A \$50.00 non-refundable usage fee and a \$150.00 security deposit must accompany this application. The security deposit will be refunded within 72 hours after the function, if the clubhouse is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of the clubhouse rules as deemed by the Clubhouse Coordinator. The member reserving the clubhouse is responsible for the payment of repair or replacement of all clubhouse property damaged or lost during the function. This responsibility shall remain in effect until the Clubhouse Coordinator completes their portion of the checklist and the clubhouse key is returned.

The Homeowner making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests. The Member is also responsible for cleaning after use. Cleaning is to be in accordance with the "Cleaning and Usage Checklist". Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All guest cars must be properly parked in the parking lot area only. The parking lot must be clean of any party related debris.

All garbage, trays, decorations, etc. must be removed from the premises at the conclusion of your cleaning.

Members and/or guests are absolutely NOT allowed in the pool areas during a function. Closing time for private functions is 2:00 a.m. Cleaning must be completed before checkout time at 10:30 a.m. the morning after the function, or by other arrangements made with the Managing Clubhouse Coordinator.

NOTE: ANY INFRACTIONS OF THE RULES AND REGULATIONS, OR DISTURBANCES CREATED AS A RESULT OF THE FUNCTION WILL REQUIRE THE UNIT MEMBER TO APPEAR BEFORE THE BOARD OF TRUSTEES FOR APPROVAL OF ANY FUTURE RESERVATIONS. THE BOARD OF TRUSTEES HAS THE RIGHT TO SUSPEND PRIVILEGES OF ANY MEMBER WHO HAS, IN THE OPINION OF THE BOARD, ABUSED THE RULES AND REGULATIONS IN THIS AGREEMENT. AN AUTOMATIC 60 DAY NON-USE PENALTY WILL BE IMPOSED AT THE TIME OF SAID INFRACTION OR DAMAGE, UNTIL THE MATTER CAN BE BROUGHT BEFORE THE BOARD FOR THEIR DECISION.

I understand and agree to abide by the above rules and regulations and understand that I am responsible for any loss or damage of Clubhouse property that may occur as a result of this function.

This AGREEMENT entered into on (date) \_\_\_\_\_

Signature of MEMBER \_\_\_\_\_

Approved by Clubhouse Coordinator \_\_\_\_\_

**THE CLUBHOUSE IS AN EXTENSION OF YOUR HOME -- NOT A PUBLIC MEETING HALL. TREAT IT AND CARE FOR IT AS YOU WOULD YOUR OWN HOME.**

### **CLEANING AND USAGE CHECKLIST**

Homeowners Name: \_\_\_\_\_

Date and Time of Function: \_\_\_\_\_

Date &amp; Time of Maintenance Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

		<u>Acceptable</u>	<u>Not Acceptable</u>	<u>Minimum Charge When Not Acceptable</u>
1.	KITCHEN - Clean & empty refrigerator, clean stove, counter tops & sink. Sweep and mop floor.			\$10.00
2.	RESTROOMS - Clean Toilets, washbasins, mirrors. Empty trash cans. Sweep and mop floor.			\$10.00
3.	GENERAL CLEANING - Clean spills from tables, chairs, windows and stair ledges & stair rails. Wipe smudges from walls & windows. Check plants for debris.			\$10.00
4.	VACUUM - Vacuum carpet, make certain areas under furniture are clean. Vacuum upholstered furniture, make certain to clean under cushions.			\$10.00
5.	GARBAGE REMOVAL - Empty and clean all trashcans. Remove all trash from clubhouse and grounds. Replace all plastic bag liners if they are removed.			\$35.00

7.	CLUBHOUSE EXTERIOR - Clean decks and surrounding grounds of all party related debris. (paper, cups, cans, discarded cigarette butts)			\$10.00
8.	Close and lock all windows and doors.			\$50.00/per infraction
9.	Return key as directed.			\$5.00/day late
10.	Lost Keys			Cost of new locks and keys
11.	Close clubhouse by 2:00 a.m.			\$150.00
12.	Maintain swimming pool and swimming pool area as strictly off-limit areas.			\$150.00
13.	Keep all doors and windows closed during the event when the furnace or air conditioner is in use.			\$50.00
14.	Thermostat should be returned to the following setting after the party. <b>Summer</b> ; air conditioner in use 85°F. <b>Winter</b> ; heating in use 55°F. <b>NOTE: Please return fan motor to "auto setting"</b>			\$50.00
15.	All outside and inside lights turned off.			\$10.00
16.	All furniture returned to proper place.			\$50.00

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 Homeowner Signature

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 Clubhouse Coordinator Signature

**THIS FORM IS TO BE SIGNED AND LEFT ON THE SINK COUNTER  
STOP BY THE HOMEOWNER AFTER CLEANUP IS COMPLETED**

## **MARIVAL AT WEATHERSTONE HOMEOWNERS EXERCISE ROOM POLICY**

1. No pets are permitted in the exercise room.
2. No smoking is permitted in the exercise room.
3. No children under 16 years of age are permitted to use the exercise equipment unless a parent or guardian accompanies them.
4. Use of the exercise equipment is at the users own risk.
5. Lights should be turned off and the door locked as you leave the premises.
6. No food permitted in the exercise room.
7. No glass containers are allowed in the exercise room. All beverages must be in paper or plastic containers.
10. Dispose of trash properly in waste cans before leaving area.
9. Close all windows before leaving.
10. Guests must be accompanied by an adult owner.
11. Exercise room is not to be used for private Homeowner use other than exercising.

MARIVAL AT WEATHERSTONE Homeowners Association, its employees or Managing Agent shall not be responsible for any injuries incurred on the premises or for any loss or damage to personal property.

If there are any problems with the exercise equipment please call Towne Properties at 489-4059.

## PROPERTY INFORMATION

Developed By: Fischer Homes, Inc.  
 2670 Chancellor Drive, Suite 300  
 Crestview Hills, KY 41071  
 (859) 341-4709

Managed By: Towne Properties  
 11340 Montgomery Road, Suite 202  
 Cincinnati, OH 45249  
 (513) 489-4059

## USEFUL TELEPHONE NUMBERS

### Police, Fire or Life Squad 911

City of Mason	513-398-8010
Non-Emergency Police	513-932-4080
Non-Emergency Fire	513-459-7164
Insurance Carrier (Chubb)	800-252-4670
Management Company (Towne Properties)	513-489-4059
Community Services, Inc. (CSI)	513-595-8830

### SECURITY CAMERAS

Security Cameras MAY be installed ONLY after submission and approval of an Improvement Application, and provided the guidelines below are followed:

1. Must be installed near the unit entry door, including the patio door.
2. Must not be installed outside a garage door.
3. Wireless systems are recommended.
4. All mounting hardware other than the camera itself, must be painted the color stated in the approval of the Improvement Application.
5. Maintenance and upkeep remains the Homeowner's or subsequent Homeowner's responsibility.

