

WELCOME BOOK



**TIMBER PARK
CONDOMINIUM ASSOCIATION, INC.**

NOVEMBER, 2010

WELCOME TO TIMBER PARK

The Timber Park Condominium Association, Inc. welcomes you as a new member. It wishes that you will find the purchase of your new home a sound investment and that you will appreciate the quality of life in the Timber Park community for many years.

To promote your enjoyment of this community, this Welcome Book has been prepared to provide you with helpful information about the policies and procedures that the Association's Board of Managers and their Property Manager follows in order to best serve each Owner in Timber Park. This Welcome Book is not intended to be comprehensive or to replace the Association's legal documents, but to provide information about the neighborhood and basic answers to frequently asked questions. In the event of any omissions or conflicts; the Association's legal documents shall prevail.

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

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

Whenever you have a question or comment, please call the Property Manager, ~~Planning Alternatives, LLC at 937-432-9050.~~

Apple Property Mgmt → 291.1740

NEIGHBORHOOD INFORMATION

Washington Township provides informational packets about the area. The new resident packages include information about township services plus maps to help new residents find their way around the community. To have a packet mailed to your new home, call 937-433-0152.

Developed By:

Simms Homes
193 North Main Street
Centerville, OH 45458
Bill Simms
937-438-0391

Managed By:

Apple Property Mgmt, LLC
Planning Alternatives, LLC
6832 Loop Road
Centerville, OH 45459
937-432-9050
E-mail: janeh@planningalternativesllc.com
Maintenance Emergency: 937-422-6724
291.1740

Timber Park Condominium

Insurance:

State Farm Insurance
C/O Gary Minnis
5700 Far Hills Avenue
Dayton, OH 45429
937-434-2654

Public Safety Services:

Emergency Police, Fire, or Life Squad: 911
Non-Emergency Sheriff: 937-433-3083
Non-Emergency Fire: 937-433-7644

School District:

Centerville Schools Administration Office
111 Virginia Avenue
Centerville, OH 45458
937-433-8841

School Transportation Office: 937-885-7776

Library:

Washington-Centerville Public Library
111 West Spring Valley Road
Centerville, OH 45458
937-433-8091

Utilities:

Dayton Power & Light
24 Hour Customer Service
937-331-3900

Vectren Energy Delivery
6500 Clio Road
Centerville, OH 45458
1-800-227-1376

Refuse Companies:

Rumpke Waste Removal
1932 East Monument Street
Dayton, OH
1-800-223-3960

Waste Management

1-800-343-6047

Animal Shelter:

Montgomery County Animal Shelter
6550 Webster Street
Dayton, OH
937-898-4457

CONDOMINIUM ASSOCIATION

WHAT IS A CONDOMINIUM ASSOCIATION?

When developers started to build communities with common open areas and amenities, such as condominiums, everyone agreed that having property shared by all owners was a good idea. But, a question remained, that question was "Who's going to take care of it?"

Local governments were not responsible because the land was privately owned. The developer would sell all of the homes and go on to build another project and not want to be responsible, so that left the condominium owners. Since they own the common or shared property, they have the responsibility for its maintenance; thus, condominium associations were started.

A condominium association is an organization of the condominium owners. A buyer automatically becomes a member with the purchase of a home within the development. As a member, he or she has a voice and a vote, based upon the percentage of ownership in any given unit. If two or more people, fiduciaries, tenants in common or otherwise own individual interests in a Unit, each may exercise the proportion of the voting power of all the owners of the Unit that is equivalent to his /her proportionate share of the Unit in the Association's affairs. These votes are cast during annual or special meetings of the general membership.

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

WHAT DOES THE ASSOCIATION DO?

The primary responsibility of the association is to protect the investment and enhance the value of the property owned by the members. The association provides for the physical maintenance and operation of the shared property.

The association has other responsibilities such as: enforcing regulations, establishing architectural and landscaping guidelines and controls, and setting up an effective communication system among its members.

The Timber Park Condominium Association, Inc. retains a professional management firm to assist it with its operations. Professional management helps to assure that the association functions as a viable business organization that protects each member's valuable investment. Under the direction of the Board of Managers of the Association, the management firm's staff coordinates and supervises the common area maintenance, enforces the architectural and landscape design controls, and does the accounting and clerical work on behalf of the association.

THE CONDOMINIUM ASSOCIATION IS A BUSINESS

No matter what role you, as a member, play in the Association, one thing is certain: you want it to operate effectively and efficiently. The most important thing to remember about any condominium association is that it is a business and to be successful, it must operate like one.

DECLARATION OF CONDOMINIUM OWNERSHIP, INCLUDING COVENANTS, RESTRICTIONS, AND EASEMENTS

When the developer plans a project, a set of legal documents is created that establishes the condominium association, governs its operations, and provides rules for use of all properties in the community. The legal documents consist of the following:

A. Declaration of Condominium Ownership

The Declaration details each owner's property rights and the conditions on use of his/her property, and his/her rights and obligations in the Association. These master regulations are important rules that govern your day-to-day activities in Timber Park. They are not set up to be unnecessarily restrictive, but to make owning a condominium a more pleasant experience and to assure that an established quality of life is maintained throughout the community.

B. Articles of Incorporation

The Articles of Incorporation establish the Association and its purpose, structure and powers.

C. Association By-Laws

The Association's By-Laws establish the election procedures for Officers and the Board of Managers, define their powers and duties, proscribe the procedures for Annual Meetings, Special Meetings, and Board Meetings, define insurance requirements, and explain limited use restrictions.

THE TIMBER PARK CONDOMINIUM ASSOCIATION

BOARD OF MANAGERS

The purpose of the Board of Managers 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 operations of Association business and the maintenance of all real property held in-common.

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

A. Timber Park Board of Managers may:

1. Establish the policies and regulations that govern the Association.
2. Have the power to employ a Property Manager, as they deem necessary to fulfill their duties. The Board will supervise and prescribe the duties of the Property Manager.
3. Approve the Operating Budget, determine the amount of unit assessments and all expenditures made by the Association.
4. Enforce the architectural control and landscape guidelines.
5. Maintain the common areas and structures located on common property.
6. Keep a complete record of corporate affairs and report them to members.
7. There are five Board members; they are elected alternatively to serve three year terms. In the event a member resigns, the remaining members may appoint someone to complete the vacated term of office.

B. Functions of Officers

1. **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 of the community and Association affairs.

2. **Vice President** –The Vice President performs the duties of the President in his/her absence and oversees special committees and projects as needed.
3. **Secretary/Treasurer**—The Secretary/Treasurer is responsible for all fiscal affairs of the Association. This individual oversees that funds are properly handled and disbursed, permanent financial data are maintained monthly, annual cash statements are prepared and distributed, and that any assessments in arrears are collected promptly. The Treasurer will work with the Property Manager on preparation of annual budgets and tax returns for the Association.

The Secretary/Treasurer also oversees that permanent records are kept for all recordings of the Board of Managers' meetings, the annual Condominium Owners' meeting, and any special meeting of the Association. This individual is also responsible to see that all meeting notices or other such notices, agendas, and minutes are prepared and forwarded in accordance with the Declaration and By-Laws of the Association.

PROPERTY MANAGER

A. Responsibilities:

1. The Property Manager is responsible to the Board of Managers for carrying out the day-to-day operations of all Association business and commonly held real property.
2. The Property Manager has specific authorization, and its obligations are contained within the Management Contract. The current Property Manager is Planning Alternatives LLC
3. The Property Manager will solicit bids, contract, oversee, and direct all contractors and suppliers servicing the Association under the approval of the Board of Managers.
4. The Property Manager is responsible for the administration and implementation of the policies, procedures, and any other managerial decisions of the Board of Managers. The experience and expertise of a Property Manager provides the Board of Managers with the information necessary to make appropriate

decisions on most of the Association's administration and management responsibilities.

5. The Property Manager has the authorization to be a signatory on all Association accounts and any contracts approved by the Board of Managers.

FINANCIAL RESERVES

A. Purpose

1. The Reserve Account is the Association's way of accruing money for future repairs and replacements of real property held in-common. Each month, a specified percentage of your assessment is set aside in a special interest-bearing account to plan for the repair and replacement of the real property held in-common. These maintenance functions help to protect and preserve property values. The allowance for the reserve account is included in the annual budget for the Association.
2. The ability to sell your unit may be influenced by the adequacy of the Reserve Account. Primary lenders consider Reserves for future needs as a key part of a sound financial policy and, consequently, may be more receptive to lending money in communities with an established Reserve Account policy.

SALE OF A UNIT

A. Association Membership

1. When you decide to sell your unit, either through a realtor or by yourself, 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 of the Association. If you sell, the buyer will become a member of the Association and will be subject to the Covenants and By-Laws as you were when you purchased the unit.
2. Call the Property Manager so that the Accounting Department may update its records to reflect the change in ownership.

ASSOCIATION MEETINGS

A. Annual Meetings—At the Annual Meeting, the vacancies on the Board of Managers are filled, officers elected, and committees assigned.

1. **Notices for the Annual Meeting** are mailed to each Condominium Owner of Record no less than ten (10) days before each meeting. Notices inform owners as to the purpose of the meeting, the date and time, and location of the meeting. The notice will also:

- a. Explain the proxy and how it may be assigned to any person or assigned to the Board.
- b. Includes an envelope from Planning Alternatives LLC so that the Condominium Owner may easily assign his/her proxy to whomever he/she wishes if the Condominium Owner is unable to attend the Annual Meeting.
- c. Include the agenda for the Annual Meeting.

2. **Procedures**

- a. A sign-in sheet listing all of the Owners' names and addresses is provided.
- b. Each Owner signs his/her name and receives a ballot.
- c. Proxy votes—If the Owner or other appointee has been assigned a proxy, he/she should sign his/her name on the line of the person who assigned the proxy. The sign-in sheet will then be marked accordingly.
- d. An agenda will be prepared and followed. There will be a request for nominations from the floor. Each nominee will be given three (3) minutes to address the meeting, and nominations will be closed.
- e. Each candidate's name will be restated; the vote will take place; ballots will be collected.
- f. The ballots will be counted by the staff or persons appointed at the meeting. If the results are close, the ballots will be recounted.
- g. The results will be presented to the Board Secretary in writing and signed by the persons who tabulated the ballots.
- h. The results of the voting will be read twice to the audience.

MONTHLY ASSESSMENTS

The purpose of the monthly assessments is to provide operating capital for the association. The assessments are used to pay for the following benefits and services:

- A. **Building repair and maintenance** including: repair and maintenance of roofs, gutters, downspouts, and exterior building surfaces except for glass surfaces and garage doors.
- B. **Landscape maintenance** including: lawn mowing, mulching of planting beds, trimming of shrubs and trees, and removal of dead or damaged trees and branches.
- C. **Snow removal:** removal of snow from streets, public parking areas, driveways, and sidewalks.
- D. **Utilities:** Water and Sewer: water and sewer charges for all units and common areas are paid for by the Association. Electricity costs for the common areas are paid for by the Association.
- E. **Insurance:** Coverage for damage to buildings caused by fire and lightning and extended coverage on a blanket basis. There is a ~~\$2,500.00~~ ^{75k} deductible per each occurrence for which each Condominium Owner will be responsible. Each Condominium Owner is advised to check with his/her property insurance about adding loss assessment coverage to his/her existing policy. Coverage for interior improvements and contents is each individual owner's responsibility.
- F. **Reserves** for future improvements and replacements: reserves are established to assure funds for future replacements, and when necessary, maintenance of common facilities, such as repair of streets and public parking areas, roof repairs or replacement, and sidewalk repair.
- G. **Management Services:**
 - 1. Accounting for the Association.
 - 2. Collection of delinquent monthly assessment fees.
 - 3. Printing and distribution of notices, covenants, and newsletters.
 - 4. Supervision and coordination of the Association's legal counsel, professional consultants, and contractors.
 - 5. Administration of the Association's insurance policies and oversight of insurance claims.
 - 6. Processing requests for maintenance that is the responsibility of the Association.
 - 7. Advisory services to the Board of Managers.

DETERMINATION OF ASSESSMENT

The monthly assessment for each unit is based upon that unit's proportionate share of expenses in accordance with its percentage of ownership. Stated another way, the percentage of ownership of a particular unit is equal to a fraction, the numerator of which is the square footage of such unit and the denominator of which is the total square footage of all of the Units.

COLLECTION OF MONTHLY ASSESSMENTS

Assessments are levied in accordance with Article XII (Section 12.01 to 12.07, pages 23-24) of the Declaration of Condominium Ownership. These assessments are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the property and preserving the aesthetic and scenic qualities of the development.

It is important for the financial soundness of the Association that monthly fees be paid promptly. Monthly assessments are due the first day of the month. Forms are available from the Property Manager to have your monthly assessments taken out directly from your checking account. In the event of a delinquency, the following actions will be taken consistent with the responsibilities inherent in the deed each Condominium Owner acquired with the purchase of his/her property:

- A. **Late Fees:** A Late Fee of \$20.00 per month is charged for payments received after the tenth (10th) day of the month.
- B. **First Notice of Delinquency:** A First Notice of Delinquency is mailed on the twentieth (20th) day of the month to any Condominium Owner who is ten (10) days delinquent.
- C. **Final Notice:** A Final Notice is mailed on the twentieth (20th) of the following month to any Condominium Owner who is sixty (60) days delinquent. This notice requires full payment within ten (10) days from the date of the notice, or a lien will be recorded against said unit by the Association's Attorney of Record with no further notice.
- D. **Accelerated Assessments:** Any account past due for more than sixty (60) days shall be automatically accelerated for the full amount due for the year, unless the Board of Managers directs otherwise. In other words, a lien filed for any account sixty (60) days past due will, in addition, be a lien for the balance of the calendar year. The condominium owner is responsible for the legal fees to file and to release a lien.
- E. **Foreclosure:** Any lien remaining unpaid for six months (6) months may be foreclosed in legal action by the Board of Managers as authorized in Article 21.07 of the Declaration of Covenants. The condominium owner will be responsible for all such legal and collection expenses.

ASSOCIATION AND OWNERS' **MAINTENANCE RESPONSIBILITIES**

Except as otherwise stated, the Association, at its expense and acting through its Board of Managers, shall be responsible for the management, maintenance, repair, replacement, alteration, and improvement of the Common Areas, including the exterior of all buildings, yard areas, driveways, landscaped areas, walkways, front door stoops, walls, fences, screening, other than standard window screens, roofs and the exterior of garages, except for garage doors. This obligation shall include keeping driveways and walkways free and clear of ice and snow as soon as reasonably practical after there is an accumulation of three inches or more.

If a unit becomes impaired, or is in need of repairs or restoration, and if the unit Owner thereof, after notice from the Association, fails to repair, restore or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or otherwise correct the condition, and the Association shall charge and assess the cost thereof to such unit Owner as a special individual unit assessment.

The Timber Park Board of Managers approved the attached Chart of Maintenance Responsibilities based upon the Declaration of Condominium Ownership. Please review this list so that you are familiar with those items for which Owners are responsible and which are the responsibilities of the Association. The Property Manager will be using this list in order to process maintenance requests and will not issue work orders for work to be performed that is in conflict with this chart. The Board has the responsibility to follow the Declarations, and accordingly, has issued this chart for the unit Owners' information and convenience.

TIMBER PARK CONDOMINIUMS – CHART OF MAINTENANCE

| ITEM | ASSOCIATION RESPONSIBILITY | UNIT OWNER'S RESPONSIBILITY |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------|
| Appliances (Air Conditioner, furnace, water heater, water softeners, stove, refrigerator, etc.) | None | All |
| Backflow Units | All | None |
| Caulking of Exterior | Only at time of scheduled painting or if needed to repair leak | All Other Circumstances |
| Doors (Front and Rear) Replacement of door, jambs, hardware, threshold, and trim | None | All* |
| Doors (Garage and front entry) Painting | All | None |
| Doors (Garage) Replacement and/or repair, including hardware and painting except during scheduled painting | None | All* |
| Doors (Storm Doors and/or Screens) | None | All* |
| Dryer Vents – Vent cover repairs or replacements | All | Cleaning |
| Electric Utilities | Within Common Areas | Within unit from meter box, including box |
| Extermination – Exterior | Wood damaging insects only | Non-wood damaging and all other insects |
| Extermination – Interior | None | All |
| Fence Maintenance, repair, and replacement | All | None |
| Grounds Maintenance | Landscaping, shrub beds, mowing, and fertilizing of Common Areas | Flower beds and other landscaping installed by Unit Owner. |
| Grounds Maintenance - Watering | None | All |
| Gutter and Downspouts | All | None |
| House Numbers | All | None |
| Improvements or changes made by Unit Owner or previous Owner | None | All* |
| Interior Maintenance/Improvements | None | All |
| Insurance (as stated in | All premium payments | Deductible per occurrence regardless of nature and /or cause |

| | | |
|--------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------|
| Appliances (Air Conditioner, furnace, water heater, water softeners, stove, refrigerator, etc.) Declaration) | None | All |
| | | and any interior damages not accepted by insurance claim. |

TIMBER PARK CONDOMINIUMS – CHART OF MAINTENANCE CONT'D.

| ITEM | ASSOCIATION RESPONSIBILITY | UNIT OWNER'S RESPONSIBILITY |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------|
| Lighting-Front and rear lights including globes and fixtures | None | All* |
| Lighting-Bulbs on garage lights | All | None |
| Roofs | None | All |
| Satellite Dishes | Subject to review prior to installation | All* |
| Siding | All | None |
| Snow Removal | All | None, except patios |
| Walls-Exterior Painting | All | None |
| Walls-Interior, including all finished surfaces | None | All |
| Water Faucets – Exterior | All | None |
| Water Leak Repairs-roof and/or foundation | Exterior and interior repairs of leak area | Interior surfaces and furnishings. |
| Water Pipe Breaks | Water and sewer lines within Common Areas and those serving more than one Unit. | Within Unit (from exterior foundation wall) |
| Water Meters | None | All |
| Windows-Repair/replacement of window unit, glass, hardware, frame and sashes | None | All* |
| Entry doors and Windows-Painting of exterior trim | All | None |
| Windows-Screens-repair or replacement | None | All |

*With Approval

The above chart is not intended to describe or encompass all maintenance functions or to define all of the respective responsibilities allocated between the Association and Owners. The general maintenance scheme places the maintenance responsibility for items that serve more than one Unit on the Association, with the individual Owner being responsible for their own Unit and its facilities. The appropriate sections of the Declaration determine ownership.

GENERAL RULES, REGULATIONS, AND RESTRICTIONS

The violation of any restriction or condition or regulation adopted by the Board of Managers, or the breach of any covenant or provision contained in this Declaration or in the By-Laws shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this section: (a) to enter upon the land or Unit portion thereof which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws and the Board of Managers, or its Property Manager, shall not be thereby deemed guilty in any manner of trespass; or (b) to enjoin abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. (Declaration of Condominium Ownership; Article XX; § 20.01 (page 22)).

- A. Residential Use:** No part of the condominium property shall be used for other than housing or the common recreational purposes for which the property was designated. Each Unit shall be used only for residential purposes.
- B. No Business:** No business, trade, industry, occupation, or profession of any kind, whether for profit or not for profit may be conducted or permitted on any part of the Timber Park property. This includes garage sales, yard sales, and auctions unless specifically run by the Association for the benefit of the Timber Park community. However, to the extent permitted by law, a resident may use a portion of their Unit for an office or studio, except music, drill or dance studio, if the activities conducted therein do not interfere with the right of other residents to enjoy a quiet, comfortable atmosphere and that such activities do not increase the normal flow of traffic or the number of individuals in and out of Timber Park or in and out of said resident's building.
- C. Sale/Rental of Unit:** Unit Owners shall notify the Property Manager of:
1. Putting a unit up for sale.
 2. A pending change in the occupancy of a rented/leased unit.
- D. Structural Alterations:** Nothing shall be kept in, or done to, any Unit or to Common Areas or Facilities that impair or change the structural integrity of any building or Facility.
- E. Laundry/Rubbish:** Clothes, swim wear, sheets, blankets, towels, or laundry of any kind shall not be hung out or exposed on any part of the Common Areas, including Limited Common Areas, at any time. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials at all times.
- F. Grills and Open Fires:** In multi-family units, the Ohio Fire Code prohibits grills, other than propane ones with one pound or less fuel containers to be used within ten (10) feet of combustible construction, including walls, overhangs, fences, railings, or a deck. Grills are not permitted on front porches.

Open fires are only permitted in installed fireplaces, charcoal grills, or similarly approved manufactured cooking devices. Residents are responsible for the safe disposal of any hot coals or residue.

G. **Window Coverings:** Unit Owners shall not cause or permit curtains, shades, or other window coverings to be hung inside or outside any windows or patio doors which show any color other white or beige-tones on the outside.

H. **Window Displays:** No window display or advertising shall be maintained or permitted on any part of the Condominium property except for "FOR SALE" and "FOR RENT" signs. "OPEN HOUSE" signs may be displayed only on the weekend, a period of 24 hours prior to, and including, the open house. "OPEN HOUSE" signs may be placed on Timber Park property. Signs may be placed at the Condominium entrance and in front of the Unit itself. Unit Owners are responsible for informing their realtors of these rules.

I. **Outside Displays:** The Board of Managers has approved the use of seasonal flags and American flags. Seasonal flags may be hung no earlier than thirty (30) days prior to the holiday and shall be removed no later than five (5) days after the holiday.

Tasteful seasonal lights and decorations shall be put up no earlier than thirty (30) days prior to the holiday and shall be removed not later than five (5) days after the holiday.

J. **Nuisances:** No noxious or offensive activity shall be carried on in any Unit or in the Common Areas nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. **Staking of pets is not permitted. When outside pets shall be on a leash and attended by their Owners. Owners are responsible for immediate clean up of any mess left by their pets.**

K. **Vehicles:** Visitor parking is limited in Timber Park. Unit Owners are encouraged not to use these spaces for their own vehicles. Washington Township's zoning code prohibits the overnight parking or the open storage of:

1. Unlicensed motor vehicles
2. Inoperative motor vehicles
3. Trucks larger than one-ton rated capacity
4. Trucks with an enclosed storage area greater than eight feet wide, ten feet long, and five feet high (measured from the bed of the truck)
5. Buses
6. Semi-tractors and/or trailers
7. Recreational campers, boats, boat trailers, and other such vehicles are to be parked on Yankee Woods and not in the visitor parking spaces.

SWIMMING POOL RULES

The Timber Park swimming pool is open each year from Memorial Day through Labor Day. These rules are designed to promote both the safe use of the facility and the enjoyment of this amenity by all Timber Park residents.

- 1) **Access and Use:** A key to the pool gate may be obtained from The Planning Alternatives LLC; there is a \$10.00 replacement fee for lost keys. Pool use is limited at all times to Timber Park residents and their guests.
- 2) **Children:** Children under 12 years of age must be accompanied by an adult at all times. No lifeguard will be on duty.
- 3) **Guest Policy:** All guests shall be accompanied by a Timber Park resident. Non-residents may be asked to vacate the pool area if not accompanied by a Timber Park resident.
- 4) **No Lifeguard:** No lifeguard is on duty. Swimming is always at your own risk.
- 5) **No Glass, Other Breakable Materials, or Electrical Appliances or Equipment:** No glass, other breakable materials, or electrical appliances or equipment shall be taken into the enclosed pool area.
- 6) **Noise:** Battery operated radios may be used at the pool; but the volume level shall be such as not exceed that limits of the pool. Noise should not disturb those Units near the pool.
- 7) **No Pets:** No pets or other animals are allowed into the enclosed area of the pool.
- 8) **Babies/Toddlers:** All babies or toddlers still in diapers need to wear diapers that are specifically designed for use in pools. Please no regular diapers.
- 9) **Hours:** Pool is open from 10:00 AM to 10:00 PM. Obey the posted times for pool use.
- 10) **Smoking:** Smoking at the pool is discouraged, but permitted. Smokers must provide their own ash trays and are responsible for extinguishing all butts safely.
- 11) **Umbrellas:** Umbrellas are to be closed when not in use. Please remember to lower them before leaving the pool.

ARCHITECTURAL CONTROL GUIDELINES

The Association has been charged with the responsibility of maintaining the originally intended aesthetic and architectural integrity of the community.

An Owner desiring to make any exterior change, including color change, improvement, or an addition must obtain approval for the change or improvement from the Board. All Improvement Applications will be considered on an individual basis, and all reasons presented for the improvements will be weighed and evaluated based in the following considerations:

- A. **Location and Conformity:** The location and conformity of the proposed design in relationship to the existing buildings and other features within Timber Park.
- B. **Maintenance Issues:** The potential for the change, improvement, or addition to cause maintenance problems or additional expenditures in the future by the Association.
- C. **Architectural Guidelines:** The adherence of the proposed design for the change, improvement, or addition to the architectural guidelines established in the Declaration.
- D. **Definitions:**
 - 1. Common Areas are owned by all Unit Owners in Timber Park. Common Areas include buildings, streets, yards, facilities, and all other shared structures and spaces.
 - 2. Limited Common Areas are owned by all Unit Owners, but are for the exclusive use of the Unit Owner; Limited Common Areas include patios, decks, sidewalks, and driveways.
- E. **Improvement Application Procedures:**

An Improvement Application, a sample of which is the last page of this booklet, must be submitted for any exterior change, including color change, improvement, or an addition. The purpose of the Architectural Control approval process is not to discourage changes and/or improvements, but to limit changes/improvements to those that enhance the value of the property and conform to the overall aesthetics of Timber Park. These controls should be viewed as a protection of each Owner's investment. If there are any questions about a particular proposed project, contact Planning Alternatives LLC at 937-432-9050.

- 1. Submit a completed Improvement Application along with a drawing to scale, photograph or catalog picture specification to Planning Alternatives LLC; the Property Manager will distribute copies of the application and attachments to the Board members.

2. The Board will review the Improvement Application and will approve as submitted, approve with conditions that specific modifications be made, or disapprove. The Owner will receive notice of the Board's decision within thirty (30) days of submission.
3. The Owner shall be responsible for any maintenance, repair and/or replacement of any changes and/or improvements made. Unauthorized changes or improvements shall be removed and/or restored to original condition at the discretion of the Board at the expense of the Owner.

IMPROVEMENTS

The following items are the improvements most frequently requested by Unit Owners. This list does not preclude the submission of Improvement Applications for other projects that Owners would like to propose.

A. Satellite Antenna Guidelines and Installation Requirements:

1. The Board of Managers will consider all applications for the installation of satellite antennas on a case-by-case basis.
2. It should be noted that most dishes require a particular directional exposure for adequate reception and that all Units within Timber Park may not be able to install dishes.
3. Antenna may only be installed on Limited Common Area, which includes privacy area, patio, or deck. Under no circumstances may antenna be installed on Common Areas, which include, but are not limited to, yards, buildings, exterior walls, or roofs.
4. A proposed satellite dish shall be one meter (39 inches) or less in diameter or diagonal measurement.
5. The cable bringing service into the Unit must be installed at the nearest point into the building from the position of the dish or antenna. Cables are not permitted to be installed on the exterior of the building other than the one cable bringing service into the Unit as just noted. There may not be any exposed cables on exterior of building.
6. Antennas installed on ground level may not extend above privacy fence.
7. Owner may be required to screen or landscape around the dish as part of the installation process.

B. Storm Doors:

An addition or change to storm doors requires the completion of an Improvement Application. General guidelines for approval are:

1. The approved new or replacement storm doors are manufactured by Larson Doors: 1) Signature clear glass with brass hardware is model # 349-04; Tradewinds clear glass with screen, brass hardware is model # 346-60. Lowes is one source for these doors; other dealers and door details may be found at www.larsondoor.com.

2. The approved color is Sandstone, a medium tan; this color is a special order. EXCEPT, if there is an adjacent existing storm door, that has previously been approved, and that storm door is Almond, then the approved color for the new or replacement storm door will be Almond.
3. In Redwood II models the door frame will require modifications to build it out to accommodate the storm door. The doorframe is inset approximately 1 inch to provide space for a larger sidelight window.
4. The Owner will be responsible for painting or repair of any damage to the doorframe caused by the installation of the storm door.

C. Patio and/or Deck Improvements

An addition or change to patios or decks requires the completion of an Improvement Application; these applications are considered on a case by case basis. Some of the issues considered are visibility, appearance, safety, maintenance, privacy of other Units, and the potential effects of construction on drainage. General guidelines for approval are:

1. **Dimensions:** The patio or deck should not extend beyond the adjacent privacy fence, which is usually 10 feet in depth. If an extension to the existing fence is constructed the depth may, but not necessarily, be increased to 12 feet. This extension shall be constructed, at the Owner's expense, at a 45 degree angle to the existing fence, made of the same materials, and be finished in the same manner as the existing fence. A similar fence requirement may be made if the patio or deck is to extend to the end of a building. Generally, no new decks or patios, or improvements to those currently existing, will be approved if they exceed 12 feet in depth; the width should not extend beyond the livable space of the Unit.
2. **Awnings:** Any proposed installation of an awning requires the completion of an Improvement Application. Awnings should be a solid color, either beige or tan; they must be maintained in good condition by the Owner or the Association shall have them removed.
3. **Hot Tubs:** Any proposed installation of a hot tub requires the completion of an Improvement Application. Any approval will be conditional and made final only upon proof of inspection and acceptance by the Washington Township Building Inspector.

D. Landscape Improvements

In general, all requested improvements, except for tree planting, must abut the Owner's place of residence.

1. Location: Plants may not extend more than three feet (3') into the common area.
2. Design/Aesthetics: Improvements must complement the overall landscape plan and existing plant materials in Timber Park. Unique plantings, in limited quantities create points of interest; the use of similar plant materials promotes continuity and strengthens the "sense of place" of the community.
3. Tree Selection: A professional arborist/landscaper will be consulted on any tree types prior to approval or disapproval.
4. Perennials may be planted; all healthy perennials will spread, but varieties that are known to be invasive should be avoided. Consult plant tags or nursery personnel to determine if a particular plant is appropriate for its proposed location. Vines and groundcovers are not permitted because of the potential for maintenance problems.
5. With respect to mowing, the Condominium Association will instruct the landscape maintenance company to treat the private beds as it would Association beds; however, the Association assumes no responsibility for damaged or dead trees, shrubs, or other plant materials.
6. Maintenance: Owners are responsible for maintaining the improved area; this includes: weeding, fertilizing, trimming, removal of trash, cleaning beds at end of growing season, watering, and installation of replacements as needed.

Please Note: Private beds will be on community property. Should the area not be maintained properly, the Condominium Association reserves the right to have the area restored to its original at the expense of the Owner.

7. Watering of Lawn Areas: Owners are not required to water their lawns during dry spells, but those who do are greatly appreciated. In order to maximize the benefits of watering, those who choose to do so should follow these guidelines:
 - a. Watering twice a week is usually sufficient. Infrequent, deep watering promotes root growth.

- b. Put a measuring cup in the path of the watering device. Once there is 1 inch of water in the cup, it is time to turn off the water. Depending on the water pressure and type of watering device, this can take thirty minutes to an hour. Too much water can actually inhibit proper root growth.
 - c. Water in the morning before noon. Watering between the hours of noon and 6:00 p. m. can burn the grass, as the water magnifies the effects of the sun. Watering in the evening promotes fungus growth.
8. Wooded Areas: The wooded areas in Timber Park are an integral part of the over all aesthetics and privacy of the community; they are to be treated with respect. Any proposals for clearing or other alterations require the completion of an Improvement Application. Under no circumstances is dumping of any debris allowed in wooded areas.
9. Special Notations:
- a. Bird baths, feeders, and bird houses are discouraged due to their attraction to squirrels and raccoons; these animals have done extensive damage to the buildings in Timber Park. In any event they should not be placed in front of buildings or close to the rear of the buildings.
 - b. We are happy that Owners take an interest in watering their lawns, but it has become wasteful on many occasions. Evidence of this is that the ground is saturated, and water runs in the street. **Water, which is a natural resource, should not be wasted. Overwatering is also an unnecessary cost to all Owners.**

COMPLAINT FORM

To: Board of Managers Date: _____

From: _____ Address: _____

Day Time Telephone: _____ Evening Telephone: _____

**SPECIFIC COMPLAINT
(INCLUDE NAMES AND ADDRESSES OF OTHER PARTIES INVOLVED)**

(Attach additional sheet, if necessary.)

Steps previously taken to reach a resolution:

Suggested solution to the issue/problem:

If the Board would seek legal remedies in this matter, would you be willing to testify in a court of law? _____ No _____ Yes (If yes, please initial) _____

(The following to be supplied by Planning Alternatives LLC)

Date Received: _____ Received By: _____

Action Taken:

IMPROVEMENT APPLICATION

An Application form must be submitted for every exterior change, including, but limited to: planting or removing flowers, shrubs, or trees, changes or additions to fences, new windows, entry doors, garage doors, storm doors, or patio doors, patio or deck improvements, and improvements to existing structures. If there are any questions, contact ~~Planning Alternatives LLC at 937-432-9050~~ **APM - 291.1740**

WHAT ARE THE OBJECTIVES OF THIS FORM?

1. To ensure that a proposed change/improvement conforms to the Association's Declaration, enhances the beauty of Timber Park, maintains the architectural harmony of Timber Park, and does not inconvenience other property Owners in Timber Park.
2. To enable the Association to determine what information and assistance it can provide to expedite completion of the proposed project.

DATE: _____ DAY TIME TELEPHONE: _____

NAME: _____
ADDRESS: _____

OWNER: _____ YES _____ NO (IF RENTED, OWNER'S TELEPHONE: _____)

OWNER'S NAME: _____

DESCRIPTION OF PROPOSED
CHANGE/IMPROVEMENT: _____

LOCATION: _____ APPROXIMATE COST: _____

DIMENSIONS: _____ COLOR: _____

MATERIALS: _____

(DRAWINGS TO SCALE SHOWING THE EXACT LOCATION AND DIMENSIONS OF THE PROPOSED CHANGE/IMPROVEMENT MUST BE ATTACHED TO THIS APPLICATION.)

I understand the rules concerning the proposed change/improvement. This change/improvement shall in no way encroach 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 change/improvement. I further agree to obtain all licenses and/or building permits and to meet all legal requirements for building codes and inspections.

SIGNATURE(S): _____

FOR ASSOCIATION USE ONLY

Date Approved: _____ Received _____

Special details or provisions for approval:

PROCEDURES FOR FILING COMPLAINTS

There are times when everything is not going according to plan, the plan is not good or someone is stepping on toes, in one way or another. Most Owners try not to encroach on their neighbors' rights and privileges and to treat others, as they would like to be treated. However, there must be a way to resolve issues or problems, especially when an Owner is violating the covenants.

The Board is powerless to do anything substantial without written documentation; a "paper trail," is essential. Therefore, as part of the complaint procedure, a form, a sample of which is on the next page, is available to expedite addressing concerns.

The Owner's Responsibilities

The Owner must first try to resolve the issue by discussion with the offending party. If not resolved:

- A. Call ~~Planning Alternatives LLC at 937-432-9050~~ to request a complaint form.
- B. Complete the form, including, in detail, the steps taken toward reaching a reasonable solution and any proposed compromises and/or alternatives.
- C. Return the completed form to:

Planning Alternatives LLC
6832 Loop Road
Centerville, OH 45459

APM
P.O. Box 752108
Dayton, OH
45475

The Board of Managers Responsibilities

The following steps will be taken as necessary to resolve the complaint:

- A. A letter explaining the complaint and/or violation will be sent to the offending party.
- B. If there is no resolution, a second letter will be sent.
- C. If the issue or problem is still not resolved, the issue will be discussed and recommendations will be made to alleviate the complaint and/or dispute.