

COMMUNITY HANDBOOK



**ASHTON PLACE CONDOMINIUM ASSOCIATION
2500 ALLISTER CIRCLE
MIAMISBURG, OHIO 45342**

**Presented by:
The Board of Trustees**

**October 1, 2014
Revised April 1, 2019**

TABLE OF CONTENTS

	Page No.
Welcome Home.....	1
Disclaimer and Referral to Documents.....	2
Introduction.....	3
The Board of Trustees.....	4
The Management Company.....	4
Fiscal Policy.....	5
Assessments.....	5
Individual Assessments.....	5
Collection Policy.....	5
Reserves.....	6
Snow Removal.....	6
Landscaping.....	6
Channels of Communication.....	7
Insurance.....	8
Application of Payments.....	9
Clubhouse.....	10
Enforcement of Rules and Regulations.....	10
Gas Grills.....	10
Miscellaneous.....	11
Parking.....	12
Pets.....	12
Pool Rules and Regulations.....	13
Satellite Dish.....	14
Security.....	14
Trash.....	14
Water Conservation.....	15

WELCOME HOME

WELCOME to Ashton Place. We, the Board of Trustees for the Association, hope you enjoy your condominium unit. Condominium living can be the most convenient form of home ownership as well as being a sound investment. While condominium living has many advantages, it also involves some restrictions. This handbook outlines those restrictions but more importantly provides information on day-to-day living in Ashton Place. We ask all homeowners to read and abide by these guidelines.

As a homeowner in Ashton Place, you gained a percentage of ownership of all the common elements in Ashton Place. You automatically became a member of the Ashton Place Condominium Association with the purchase of your condominium. The major responsibility of the Association is to protect the investment and enhance the value of the property owned by the members. The Association has other responsibilities, too, such as enforcing the regulations and architectural controls and setting up an effective communication system among members.

The Board hires a management company to handle the day-to-day operations of the property. The Management Company's job includes: handling accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

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

We ask you to keep this handbook handy and to refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact the Management Company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded by the Montgomery County Recorder's Office.

Before moving into Ashton Place, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the County Recorder or from the Management Company.

The Board of Trustees
Ashton Place Condominium Association

DISCLAIMER AND REFERRAL TO DOCUMENTS

Ashton Place is governed by a set of legal documents which established the association. The legal documents consist of the following:

Declaration of Condominium Ownership: The Declaration details each owner's property and his/her rights and obligations in Ashton Place. The regulations set forth in this document are important rules in your day to day living. They are set up to make sharing the property convenient and easy for you and others who live within the community.

Articles of Incorporation: Establishes the purpose, structure and power of the Association.

By-Laws: The purpose of the By-Laws is to provide for the establishment of a Unit Owners Association as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio for the administration of the Condominium Property.

Disclosure Statement: The Disclosure Statement is a summary of features and developments of the Condominium Property and to comply with the provisions of Chapter 5311 of the Ohio Revised Code.

If you have any questions, please refer to these documents for further information or contact the Management Company or a member of the Board of Trustees.

If you do not have a copy of the documents described above, please contact the Management Company or the Montgomery County Recorder's Office.

Other legal documents that affect the operation of Condominium Properties:

The Ohio Condominium Act

The Federal Fair Housing Act

Applicable State and Federal Laws

This handbook is intended to supplement, not replace, our governing documents, therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the governing documents shall govern.

INTRODUCTION

Ashton Place Condominium is located in Miami Township, Ohio. The condominium property uses the services of the Miami Township Police and Fire Department.

Construction of the condominium property began in 1991 and was completed in 1996. The property is comprised of 112 units located in 28 buildings. The streets and drives are private and therefore maintained by the Association. The Association also maintains the insurance policy for the common areas, but unit owners and residents are responsible for obtaining insurance for their units and personal effects.

As a private condominium property, we are governed by our recorded Declaration and Bylaws. We elect our own Board of Trustees from our unit owners and the Board manages Association affairs on behalf of our owners. There are five Board members who serve without compensation for a term of three consecutive years. There are no term limitations. Board terms are staggered to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Trustees is organized by electing officers from among its members.

The Annual Meeting of the owners for election of Board Members is held on the first Tuesday of April of each year. Regularly scheduled Board meetings are held throughout the year. Board Meeting schedule is determined and communicated to all residents via the publication of newsletters and also via phone and email communication closer to the scheduled date as a reminder.

THE BOARD OF TRUSTEES

The purpose of the Board of Trustees is to set forth and administer policies and procedures to make managerial decisions affecting the operation of Association business.

The members of the Board of Trustees being duly appointed and/or elected are recognized by the State of Ohio as officers of Ashton Place Condominium Association. The Board has 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 Management Company.

Some of the responsibilities of the Board of Trustees:

- Establish the policies and regulations that govern Ashton Place
- Supervise and prescribe the duties of the Management Company
- Approve the operating budget and all expenditures of the Association
- Set the amount of assessments
- Enforce architectural control
- Maintain common areas and structures located on the common property

THE MANAGEMENT COMPANY

The Management Company for Ashton Place is responsible to the Board for carrying out the day-to-day operations of all Association business and the maintenance of commonly held property.

Some of the responsibilities of the Management Company:

- Bid, contract, oversee and direct all contractors, vendors, etc. servicing the Association.
- Select, oversee and direct all employees of the management company including maintenance personnel.

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

FISCAL POLICY

The Ashton Place Association fiscal year runs from January 1st to December 31st. The Board of Directors and the Management Company will review the prior year expenses and establish the budgets for the year. Since the Association is a non-profit organization, the assessments are collected only to meet these expenses; not to have additional money at the end of the year. Some of the expenses the budget will account for are:

- Water and Sanitation
- Landscaping
- Management Fees
- Administrative Expenses
- Labor and Materials for Exterior Building Maintenance
- Condominium Insurance and Directors' and Officers' Insurance
- Electricity for Common Elements
- Snow Removal
- Legal and Audit Fees
- Reserves for Replacements/Repairs

ASSESSMENTS

Since the common areas and facilities are in place for the enjoyment of all residents of the community, the expenses involved in maintaining these areas are shared by all owners.

The amount of the regular assessment is determined yearly based on the percentage of common interest each owner has in the community. Each home and garage has an established value that determines the percentage of common interest and level of assessments each owner is required to pay. The assessment is due monthly on the first day of the month. Assessments are to be paid within 10 days after they are due. Checks returned for insufficient funds, payment of incorrect amounts or late payments shall incur a late fee.

INDIVIDUAL ASSESSMENTS

The Declaration of Condominium Ownership includes provisions to allow the Board of Directors the authority to levy assessments against an individual owner. Assessments will be due and payable as determined by the Board. The Board may levy additional assessments for the cost to repair damage of common property caused by the willful or negligent act of an owner, their family, tenants, or guests. The assessment will include any attorney fees, court costs and other expenses incurred by the Association.

COLLECTION POLICY

It is essential for owners to pay their assessments on time in order for the association to function properly. Per the Declaration, all owners are subject to late fees, liens and foreclosures as a result of non-payment of assessments. In addition to late fees, delinquent accounts are subject to collection fees and attorney fees. In order to avoid these additional fees, lien and foreclosure, please pay your fees on time.

RESERVES

Why do we have a Reserve Account? The Reserve Account is a way for the Association to set aside money for future repairs and replacements. Each month a portion of your monthly assessment is set aside in a separate interest bearing account to plan for the replacement and repair of common areas and recreational facilities. This helps to protect and preserve property values.

In order to properly fund our reserve account, we contracted with Reserve Advisors to conduct both a physical and financial analysis of the community to identify the current status of our reserve fund and an equitable Reserve Funding Plan to offset anticipated future major common area expenditures. The study was done in compliance with and exceeded the standards set forth by Community Associations Institute (CIA) and the Association of Professional Reserve Analysts (APRA).

The Reserve Study is comprised of two parts:

Physical Analysis

- Component Inventory
- Condition Assessment
- Estimated Useful Life, Remaining Useful Life and Replacement Cost

Financial Analysis

- Fund Status
- Funding Plan

The Reserve Account sets aside funds for the following:

- The repair, replacement and improvement for the exterior structure of each building
- Concrete repair and replacement
- Retaining Walls
- Clubhouse Equipment
- Property Signs
- Asphalt repair
- Lighting Fixtures
- Swimming Pool Equipment

Reserves for future needs is a key part of a good financial policy and can influence the resale value of properties within the community.

SNOW REMOVAL

Snow shoveling/plowing will begin when the snowfall accumulation in Pedestrian Areas and Vehicle Areas has reached 2" or that accumulation is imminent.

LANDSCAPING

Our landscape contract includes the following services: mowing, edging walks, curbs and beds, fertilization, weed control, ornamental plant and bed care, spring cleanup and mulching, and the pruning of shrubs.

CHANNELS OF COMMUNICATION

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association owners, contractors, and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company. In case of an emergency such as a fire, you should contact the fire/police department.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board Meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications should be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

INSURANCE

The **Association's Master Policy** covers the Association's personal property and real property (building and structures.), including the original permanently installed fixtures and appliances contained within a unit and making up part of the building. Units are covered based on the original condominium plans and specifications. For example fixtures, cabinets, floor coverings and appliances would be replaced with new items of like kind and quality to those originally installed. **Upgrades or other improvements to the unit are not covered under the Association's Master Policy.** Property losses are settled on a replacement cost basis, and are subject to a \$5,000 per occurrence deductible. In addition, the Association's Master Policy includes Comprehensive General Liability coverage for the Association.

Unit owners are responsible for insuring their personal property, furniture, additional living expenses, personal liability, and any improvements or betterments made to their unit. Coverage for improvements and betterments coverage should encompass any and all improvements made to unit by the current owner, and any other previous owner(s). *Unit improvements and betterments are NOT insured by the Association policy.* You should have your insurance agent tailor your "Condominium Owner Policy" (HO-6) to provide adequate limits for these required coverages You should also be sure your HO-6 policy includes coverage for "Backup of Sewers and Drains" and "Loss Assessment" coverage. **Please review the Association By-Laws, and consult with your personal insurance agent to be sure you are properly covered.**

In the event of any loss, regardless of its size or complexity, you are required to notify the Management Company as soon as possible. If the loss occurs within your unit, you should always notify your homeowner's insurance agent immediately as well.

NOTE: This is intended to provide a brief summary of insurance issues. In the event of a claim, the declarations, terms, conditions and exclusions of the actual policy will apply.

ASHTON PLACE CONDOMINIUM ASSOCIATION POLICIES

REVISED APRIL 1, 2019

The following policies have been approved by the Ashton Place Condominium Association Board of Trustees and apply to all Unit Owners and occupants. These rules and regulations supersede all previous editions. Non-resident Unit Owners are responsible for providing these rules and regulations to their renters, and upholding these rules and regulations through their leases. Unit Owners are financially responsible for damages caused to common and limited Common Elements by their occupants including renters. It is important that you read the recorded Declaration and Bylaws. They are legal documents, through which your Association has been formed, and establish all rules and regulations for Unit Owners and/or occupants. A copy of these governing documents should have been included with your Title Insurance Policy provided at your closing.

APPLICATION OF PAYMENTS

1. The Association will credit payments made by a Unit Owner in the following order of priority:
 - a. First, to interest owed to the Association:
 - b. Second, to administrative late fees owed to the Association:
 - c. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
 - d. Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement assessments chargeable against the unit.
2. The priorities established for the application of payments is based upon the Ohio Condominium Act which was amended into the Association's governing documents effective March 12, 2012.

ASHTON PLACE CONDOMINIUM ASSOCIATION POLICIES

CLUBHOUSE

1. There is a \$30.00 rental fee and a \$125.00 deposit required for clubhouse rental. The fee and deposit must be paid by two separate checks at the same time as the clubhouse lease is signed. The deposit will be refunded provided the terms of the lease have been fulfilled.
2. Clubhouse reservations must be made through the Management Company during regular business hours.
3. The pool and workout facility are not included with the rental of the clubhouse.
4. Maximum number of people allowed in the clubhouse is 40 people pursuant to the fire code.
5. Designated spaces in front of the clubhouse are prohibited from use by residents or guests not involved with the clubhouse when clubhouse activities are scheduled.
6. Delinquent Unit Owners will not be permitted to rent the clubhouse.
7. Only residents of the condo unit 18 years or older are permitted to rent the clubhouse and must be in attendance during the planned activity

ENFORCEMENT OF RULES AND REGULATIONS

To ensure compliance with rules and regulations in those rare instances when a written notice doesn't work, the following schedule of enforcement assessments for repeated violations has been instituted by the Board of Directors:

EVENT	FINE
1 ST Offense	Written Notice
2 nd Offense	\$50.00
3 RD Offense	\$100.00

Enforcement assessments may be assessed against the Unit Owner. A lien may be recorded on the unit if the fees are not paid. In the case where the unit is a rental, it is the Unit Owner's responsibility to advise the tenant of these rules and regulations.

GAS GRILLS

1. In accordance with the Ohio Fire Code, gas grills are prohibited to be used within 10 feet of a multi-family building or within 10 feet of combustible material.
2. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of (937) 560-2152.
3. Charcoal grills are prohibited.

ASHTON PLACE CONDOMINIUM ASSOCIATION POLICIES

MISCELLANEOUS

1. All residents are responsible for maintaining their patios in a clean, orderly fashion. Clothes, blankets, towels and other decorative items are prohibited to be hung on or attached to the outside of the patio fence.
2. Recreational and play equipment, bikes and other personal property **MUST** be stored inside the unit or patio area.
3. The volume of televisions, stereos and radios in the unit and motor vehicles must be kept low at all times. If your neighbor(s) can hear your television, stereo or radio from outside your unit or vehicle, it is too loud.
4. Awnings, canopies, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna are prohibited from being affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.
5. FOR RENT or FOR SALE signs may be displayed in the windows of any unit. FOR SALE signs are permitted during open house hours, Saturdays and Sundays on Hunt Drive and lead in signs on Condominium Property. The signs must be professionally made and can be no larger than 2 ½ x 3 ½ feet.
6. For your safety and the safety of others, you must observe the 14 MPH and the STOP signs.
7. Before leaving on vacations, we recommend you notify the Management Company of the days you will be away and a number where you or your contact can be reached in an emergency
8. You must leave the thermostat set at no lower than 55 degrees to prevent freeze-ups during the winter.
9. If you lease/rent your unit, you must advise the Management Company of your new tenant's name and phone number. You must also furnish them with your number in case it is necessary to contact you, the Unit Owner.
10. Any lawn or bed ornament taller than 12 inches are prohibited from being displayed outside the patio fence.
11. An American flag (standard size 3 x 5 or 4 x 6) may be displayed from a holder attached to the wood fence. It must be displayed in accordance to the policies governing the display of the flag. No other flags are permitted.

ASHTON PLACE CONDOMINIUM ASSOCIATION POLICIES

PARKING

1. Guests must park away from buildings so as to allow occupants easy access to their unit. Double parking behind other vehicles is prohibited.
2. Parking on asphalt drives (except overflow areas) is prohibited to allow emergency response vehicles clear access to a unit should an emergency occur.
3. Boats, semi-trucks, trailers, or oversized vehicles are prohibited to be parked on the Condominium Property except for moving and deliveries.
4. Non-operable vehicles or vehicles without current license tags must be removed from the Condominium Property within 48 hours.
5. Major automotive repairs are prohibited anywhere within the Condominium Property.
6. Clubhouse visitors must park in front of the building so as not to interfere with the resident parking. A site map will be provided with the clubhouse lease indicating approved guest parking areas.
7. Parking is prohibited on the grass. There are a number of undesignated parking areas throughout the Condominium Property that are available for all Unit Owners and their guests to use.
8. Any vehicle in violation of these rules and regulations may, in addition to all other remedies, be towed and stored at the owner's expense.

PETS

1. Occupants are limited to one small pet (no more than 45 pounds) per unit.
2. All pets must be registered with the Property Manager along with license number.
3. Pets must be walked on a hand-held leash.
4. Pets are prohibited on any patio unless in the company of its Unit Owner.
5. Pet houses, cages, kennels, or litter boxes are prohibited on any patio or in any Common Element.
6. Pet walking is prohibited from grassy areas around units and in the recreation area.
7. Pet owners are required by Health Department Regulations to clean up after their pet. Pooper Scoopers are available from the local pet store for a nominal amount.
8. Pets are prohibited in clubhouse and in the pool area. If a handicap person needs the assistance of a service animal, the animal would be allowed in the clubhouse to attend activities offered in the clubhouse. The service animal would be allowed in the pool area but would be prohibited from entering the pool.
9. Occupants breaking pet rules and regulations may have an enforcement assessment charged against his/her account.
10. All occupants are entitled to peace and quiet. If your pet interrupts this peace and quiet, it is up to the pet owner to promptly correct the interruption.

ASHTON PLACE CONDOMINIUM ASSOCIATION POLICIES

POOL RULES AND REGULATIONS

1. THERE IS NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK.
2. A 911 telephone is available at the Gate Entrance.
3. Use of the pool is restricted to current occupants and their guests.
4. During the hours of 10:00 a.m. to 6:00 p.m. on weekends and holidays, each unit owner is allowed only 4 guests.
5. Guests must be accompanied by an adult occupant (18 years or older) at all times.
6. No public display of affection is permitted in the pool or in the pool area.
7. Flotation devices are allowed in the pool ONLY when no one else is in the pool.
8. The top lock must be locked at all times by the last person leaving the pool.
9. A monitor may be present and has the right to verify residency of any person entering the pool area.
10. Failure to follow the rules and regulations may result in the loss of pool privileges.
11. The temperature must be at least 70 degrees for the pool to open.
12. Persons under the age of 14 are not permitted in the pool or pool area unless accompanied by a responsible person capable of assistance in the event of injury or incapacity.
13. All persons using the pool are required to leave the pool area neat and clean. Trash containers are provided and must be used when disposing of trash.
14. Chairs, lounges and tables are provided on a 'first come, first serve' basis. Chairs, lounges and tables may not be saved for those who have left the pool area.
15. Cutoffs, jeans or shorts are not proper swimming attire and are prohibited in the pool.
16. Electrical items are prohibited to be plugged into any outlet in the pool area.
17. The volume of stereos and radios in the pool area must be kept low at all times.
18. Use of stereos or other audio devices are prohibited after 10:00 P.M.
19. Glass containers are not permitted in the pool area.
20. The clubhouse is never included with the use of the pool, and the pool is never included with the use of the clubhouse.
21. A gas grill is provided in the pool area. If used, clean and turn off the gas before leaving. The grill is to be used by adults 18 years or older.
22. Turn off lights in the pool when leaving. The switch is located in the men's restroom.
23. Close all umbrellas when leaving.
24. Pets are prohibited in pool area. If a handicap person needs the assistance of a service animal, the animal is allowed in the pool area but is prohibited from entering the pool.

ASHTON PLACE CONDOMINIUM ASSOCIATION POLICIES

SATELLITE DISH

1. Installation of any satellite dish/antenna in the Common Elements is prohibited.
2. Any Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must submit an architectural form to the Management Company for approval prior to its installation.
3. The dish must be placed inside their own patio.
4. The dish is installed such that it does NOT extend beyond the boundary of the patio.
5. The dish is prohibited from being installed on the roof.
6. The dish does not impose a safety hazard.
7. The homeowner is aware that maintenance of the satellite dish will be at his or her own expense and must comply with the maintenance requirements of the community.
8. Any damage caused by the dish is to be paid for by the homeowner.

SECURITY

1. Unit Owners should provide access to their unit in anticipation of emergencies. Emergencies would include fire, pipe burst or any life threatening event.
2. Report any suspicious people or activities to the Miami Township Police Department at 937-225-4357.
3. Miami Township Fire Department will assist in checking/changing the battery in your smoke detector if you need help. Call 937-560-2152 and leave your name, phone number and when you will be available for them to come.

TRASH

1. Each resident must provide their own trash receptacle. Recycling bins are provided by Rumpke (1-800-828-8171) and must remain at the address.
2. Trash, Recycling and Yard Waste Service will be collected one day a week on Monday. Trash containers should be out for pickup no later than 6:30 a.m. on collection day.
3. When putting your trash out the evening before trash collection, please try and put it out no earlier than 6:00 p.m.
4. If a Holiday falls on a Monday, pickup will be delayed one day.
5. Trash is never permitted on your patio, or by your front door.
6. Trash must be kept in your garage except on trash collection day.
7. After the trash has been collected, if at all possible, please take your receptacles in by the end of the day.

ASHTON PLACE CONDOMINIUM ASSOCIATION POLICIES

WATER CONSERVATION

1. Your water and sewage bills are paid by the Association. Conservation results in lower bills which benefit both you and the Association and is consistent with the Nation's goals. Contact a plumber of your choice or the Management Company office for a recommendation when you note a leaky faucet or running commode. A leaky water faucet dripping one drop per second can waste as much as 650 gallons of water in one year.