

## **ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS**

The undersigned, \_\_\_\_\_ the person(s) who have executed a contract to purchase the real estate known as Unit \_\_\_\_\_ (Address) \_\_\_\_\_ of Eaglesnest Condominiums, Green Township, Hamilton County, Ohio from \_\_\_\_\_.

Do hereby acknowledge that, prior to or no later than 7 business days after the execution of the purchase contract for said Condominium Unit, the undersigned received and reviewed, to their satisfaction, the following documents required to be furnished by the Seller according to law:

1. The Disclosure (New Construction),
2. Declaration,
3. By-Laws and
4. Articles of Incorporation for the Association.
5. All Amendments to the Declaration and By-Laws
6. The Handbook and Policies (Newly Update in 2010)

**Furthermore the bank will require**

7. Current Insurance Policy Declaration Page/ Certificate of Insurance;
8. Current Year Budget of Expenses
9. Financial Statement

The undersigned state that the aforementioned documents were furnished to and are in possession of said documents:

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

Please Fax to 513-471-7243, email [jason@lbmanagement.net](mailto:jason@lbmanagement.net)

or

mail to Eaglesnest Condominiums, 3314 Werk Rd., Cincinnati, OH 45211

# Quick Reference Guide to Living at Eaglesnest

- No Leasing/Renting of Units is Permitted
- Single Family Residences Only, “home occupations” are permitted please refer to Declaration for clearer definition.
- No Pets
- No trailers, commercial trucks, boats or anything other than passenger vehicles and motorcycles are permitted. Trailers include house, camper, mobile home, or any vehicle used for human habitation or for storage of machinery, tools or equipment.
- Vehicles must be maintained and no working on of vehicles is permitted except to make roadworthy the vehicle for transport to repair shop.
- Residents are responsible to clean up any liquid spilled from a vehicle. Failure to do so will be an expense charged by the Association to clean.
- Satellite service is only provided through Multiband Direct TV 800-622-0119. No Dishes are permitted in the Common Area except by the contracted provider. Call Management with questions.
- Only Electric Grills or Gas Grills which use a 1 pound tank are permitted.
- Pool rules must be followed at all times they are located on the wall of the pool house.
- Children must be supervised while in the Common Area, refrain from playing sports in the driveways and please no riding of bikes between cars.
- No Improvements may take place on the exterior of a unit without first obtaining written permission of the Board of Trustees.

## **Multiple Unit Buildings**

- Quiet hours are from 10:00 p.m. to 8:00 a.m. During these hours be considerate of your neighbors in multiple unit buildings and refrain from doing laundry, monitor the noise level of TV’s and radios and do not use exercise equipment during these hours. The multiple unit buildings are not soundproof and heavy foot traffic can be heard below.
- No Loitering in front of buildings is permitted.
- Please refrain from smoking near the building entries. Contain cigarette smoking to units and balconies only.
- Please keep the halls clean. Remove dirty or muddy shoes before entering a building. Clean up after yourself if garbage or liquids are spilled. The halls are a reflection of the residents residing in your building! Let’s keep them clean and in turn it will keep the cleaning expenses down. Halls are professionally cleaned bi weekly so do your part in between.
- Decks and Patios should be maintained in a clean and presentable order. They are not to be used for storage.
- Residents are responsible to maintain the wood and clean the concrete patios routinely.

## **Meetings**

- Board Meetings are held monthly at the Pool office
- An Annual Owners Meeting and Social is held in the Fall

## **For Sale**

- When selling your unit notify management with the details. They can provide you with additional assistance.
- No signs are permitted in unit windows, road signs only on the weekend of open houses.

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## INTRODUCTION

The Resident Handbook is compiled to be placed in a binder for several reasons. It allows addition of new and updated information without reprinting the entire document and keeps information as current as possible. We want this information to be useful to you. If you believe something should be added or modified, send your suggestion to our Managing Agent.

## ADMINISTRATION & MANAGEMENT

The business of Eaglesnest is supervised by a Board of seven (7) Directors elected from among the membership. The Board has hired a Managing Agent to run the day to day operations and assist the Board of Trustees. The Board serves as **uncompensated volunteers** for the benefit of all members. It is every member's duty to serve the association in some volunteer capacity.

**BOARD OF TRUSTEES:** The Board of Trustees is composed of seven (7) elected homeowners, of which four (4) are officers: President, Vice-President, Treasurer and Secretary. Trustees serve three-year terms. The expiring trustee seats are elected at the Annual Homeowner's Meeting. No more than 1/5<sup>th</sup> of the Trustee seats expire in any one year. The Board's primary function is to manage affairs of the community.

**MANAGEMENT COMPANY:** The Homeowners' Association has hired **L & B Management Firm, LLC** to take care of the day to day operation of Eaglesnest business. The manager's duties are varied but basics include:

- Handles all financial aspects including banking, collections, payments and financial reporting. Provides the Board with a detailed financial report monthly for review.
- Inspects the property
- Enforcement of the rules and regulations
- Develops specifications for bids and contracts for services
- Advises the Board on policy and common practice
- Assists the Board in the resolution of residents' problems

The Managing Agent works under direction of the Board according to conditions of the Management Agreement and authority granted by the governing documents. The Management Agreement is not all inclusive. Special services carry additional charges.

## AREAS OF RESPONSIBILITY: INSURANCE & MAINTENANCE

The Association is covered by insurance through a Master Policy, which applies to all the "common area" structures and other improvements such as signs, trees, shrubs, etc. This refers to coverage for the condominium buildings themselves as distinguished from personal property such as furniture and clothing and any betterments and improvements to the unit. Unit Owners should obtain individual insurance coverage called an HO6 policy for their personal belongings as well as coverage to insure the interior portion of their unit and liability insurance. It is recommended that coverage be a **minimum** of 20% of the unit value.

**You should provide your insurance agent with a copy of the Declaration and Bylaws so that they will have a complete list of the items you are responsible to maintain and insure. If further information is needed, contact the Association's Insurance Agent, Timothy Moorman at the Broz Insurance Agency 513-662-5112.**

Individual owners have the responsibility to maintain certain building components. In general, unit owners must maintain and insure the interior portion of their unit from the undecorated surface in and all utility lines servicing only your unit. But there are other components that fall outside of this guideline.

**UNIT OWNER'S RESPONSIBILITY:** The Declaration, page 15 Section 5.3 defines the responsibilities of each owner to maintain their property.

**Please refer to this section for specific details.**

### **MAINTENANCE IN COMMON AREA**

The management company performs "light duty" maintenance of the Common Areas in the community. All other maintenance is contracted to respective professionals, such as electricians and plumbers. Please contact management when you see something in need of repair in the common area. Periodic inspections are performed by management, but there is no better inspector than someone who frequents the area daily like you, the homeowner.

### **MAINTENANCE OF DRYER VENTS AND CHIMNEYS**

Unit Owners are responsible to clean and maintain their **Dryer Vents and Chimneys** which can, if not cleaned routinely, be a fire hazard.

## **FINANCIAL**

**ANNUAL BUDGET:** The Eaglesnest annual budget is based on past history of expenses, current inflation factor, projected increases in contracts and utilities and projected capital improvements (reserve expenses). The approved budget for the upcoming fiscal year is sent to each owner at least 30 days before the beginning of the fiscal year (August 1 thru July 31). To receive a copy at any other time you may contact the managing agent.

**COLLECTION POLICY:** The homeowner fees are Eaglesnest's only source of income. Timely payments by Owners allow the Association to pay for the utilities you use so it is critical that you pay on time. For that reason, Eaglesnest adheres to the collection policy of the Documents, also applying late fees and charges applied for returned checks by the Association's bank.

1. **AMOUNTS PAYABLE TO THE ASSOCIATION** include, but are not limited to, homeowner fees, special assessments, roadshare, repairs to the common area that are an owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.
2. **PAYMENT SCHEDULE:** The homeowner fee is due on the first (1<sup>st</sup>) day of each month. Owners are given a grace period of 15 days to make payments. Fees not received by the 15<sup>th</sup> of the month will be considered past due.

3. **LATE FEES & NSF CHARGES:**
  - a. A late fee of \$2.00 per day shall be charged monthly on all delinquent balances after the 15<sup>th</sup> of the month.
  - b. NSF (Non-Sufficient Funds) charge will be applied to any returned check. The charge is \$35.00. This does not include the charge from your personal bank. The Association retains the option of processing the check or notifying the owner that a cashiers check or money order will be required for future payments.
4. **ORDER OF CREDITING PAYMENTS:** Payments received shall be applied to homeowner fee, special assessments, maintenance charges, late charges and legal fees.
5. **PROCESS FOR DELINQUENCY NOTIFICATION:** For all balances that are past due (after the 15-day grace period), the following notification process applies:
  - a. **FIRST NOTICE:** First Notice of Past Due Charges including detail of assessments, late fees, NSF charges and other charges that apply will be sent by First Class Mail to an owner whose balance is ten (10) days past due.
  - b. **SECOND NOTICE:** Second Notice of Past Due Charges including detail of assessments, late fees, NSF charges and other charges that apply will be sent by First Class Mail to an owner whose balance is thirty (30) days past due.
  - c. **THIRD NOTICE:** If complete payment is not made by the first day of the following month, a third letter will be sent to the unit owner, requesting a meeting with the manager and/or member(s) of the Board to resolve the problem
6. **LEGAL SERVICES:** If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs.
7. **OTHER CHARGES:** The Association may charge the owner for:
  - Owner bankruptcy
  - Foreclosure action or deed in lieu of foreclosure
  - Notification, filing and satisfying liens
  - Enforcement of the Association's Rules, Bylaws, Declaration or Policies
  - Costs of litigation
  - Repairs to the Association's common areas that result from the acts of owners or guests

**INCOME & EXPENSE STATEMENTS:** An Income & Expense Statement is produced each month which shows a side by side comparison of Actual vs. Budget for the current month and also Year to Date. The most current monthly statement can be obtained by contacting the managing agent and is available after the 15<sup>th</sup> of each month for the prior month.

**HOMEOWNER FEES:** The homeowner fees you pay are used to pay for common area building and grounds maintenance, certain utilities (Water and Sewage and Common Area Electric), administrative functions like bookkeeping, filing taxes, management, insurance and various other budget items along with reserve payments to pay for a long list of capital repairs and replacements like painting and roofing. Exact amounts are laid out in the Annual Budget.

Fees are due on the 1<sup>st</sup> of each month and are considered late if not received by the 15<sup>th</sup> of the month. Late charges are assessed after the 15<sup>th</sup> of the month. If fees are not paid in a timely fashion, the association can file a lien and ultimately foreclose to collect the debt.

**RESERVES:** The Association shall build up and maintain a reasonable reserve for contingencies and replacement. This is typically for replacement of items that have a 3 to 30 year life span. If extraordinary expenditures including non-payment of any owner's assessment not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve and any short fall shall be assessed to the Owners according to each owner's percentage of ownership.

## **GOVERNING DOCUMENTS**

Eaglesnest is governed by several governing documents: Articles of Incorporation, Declaration, Bylaws, Board Resolutions, Rules & Regulations and the Ohio Revised Code Section 5311. Eaglesnest is also subject to certain conditions of the Federal Fair Housing Act and Americans with Disabilities Act. The Board is authorized and responsible to run Eaglesnest business in accordance with these documents.

## **LANDSCAPE/STATUARIES**

**Front Areas of All buildings:** No one is permitted to plant vegetables of any kind in the front of a townhome or multiple unit building either in ground or in planters. **ONLY ANNUAL FLOWERS are permitted without prior approval. This is effective 10/12/10.**

**Townhome Owners** are permitted to design and install landscape (perennial flowers and shrubs) in the area closest to their unit with the permission of the Board of Trustees. A Landscape form is in the rear of this book. If you need suggestions concerning approved perennials or shrubs you can contact the Management office. Once a landscape request is received the Landscape Committee will review and possibly meet with the Owners to discuss the plan. No installation is permitted without prior approval.

**Quad units:** first floor units have garden areas at the rear of their unit and are subject to the same rules as Townhomes.

**Statuaries:** are only permitted in the Limited Common Areas (on decks and patios)

## **LIMITED COMMON AREAS**

**Wood decks and concrete patios** are the responsibility of the Owner to maintain. If an Owner doesn't perform routine maintenance on their limited common area they become responsible for the replacement of such.

**Wood Deck Stain** The chosen color to match a vast majority of the decks and for those Owners who still have the light shade next time you treat your deck please purchase Behr Semi Transparent stain in Chocolate.

**Concrete Patios** should be cleaned of the algae or mold on a routine basis. Suggested cleaning products include a mixture of Clorox and water, Simple Green, Muriatic Acid (use only as instructed) and Wet and Forget. You can also seal your concrete.

## **MEETINGS**

**ANNUAL HOMEOWNERS MEETING:** The Annual Homeowner's Meeting is held in the first quarter of each fiscal year (early fall). Business includes the election of members to the Board of Trustees. A quorum of 51% of the owners represented either in person or by proxy is required to hold a meeting. It is extremely important that you attend this meeting, since trustees are being elected and business is being discussed that impacts your home and lifestyle. If you cannot attend, please complete and return the proxy which accompanies the Annual Meeting Notice designating someone to represent your interests.

**BOARD OF TRUSTEES MEETINGS:** The Board of Trustees meets on the 3<sup>rd</sup> Wednesday of the month at the pool office at 7:00PM. Owners who want to address the Board with an issue should contact Management one week prior to the meeting and provide in writing the nature of their issue. Management will advise the owner if the issue can be settled without the owner attending the meeting. This will allow the Board time to review the issue before the meeting. If it is necessary for the owner to attend the meeting the owner will be given five minutes to speak. If this is not enough time a special meeting will try to be arranged.

### **MODIFYING YOUR UNIT EXTERIOR**

Unit Owners wishing to modify a unit exterior must submit an Architectural Improvement Form for written approval by the Board of Trustees. This form is located in the rear of the book or you may request a form from the managing agent. Mail or fax your form to the Association. Fax to (513) 471-7243 or mail to Eaglesnest Condominium Association, 3314 Werk Rd., Cincinnati, OH 45211.

The Board will review your request and send written approval or denial within 30 days depending on the complexity of the project.

**NOTE: No work may take place until written approval is granted.** All work must comply with the local building code and an Application must include all permits, blueprints and specifications required by law.

**The Paint Colors and companies the Board approves for outside painting are as follows.**

Type of paint is Semi Gloss Paint and Primer.

Home Depot - Behr Authentic Tan N290-2u

Lowes - Valspar Data Max Creamy White A10-1

Sherwin Williams - Devoe Regency Exterior Latex RGN69XX  
Paint Chip A0765 D687 Oyster White 30YY 64/149

Benjamin Moore - Number 233 Cream Color Latex High Gloss Metal and Wood Enamel  
Pastel Base 309 1B

### **POLICIES**

The Board of Trustees has established several policies since the creation of the Community. Those policies are located at the rear of the Handbook.

### **RULES & REGULATIONS**

Certain rules and regulations control use of Eaglesnest common property. The governing documents specifically authorize the Board to enact necessary and reasonable rules. This is done for your protection and to safeguard your property value. All owners, residents and guests

are subject to Eaglesnest rules and regulations. It is the responsibility of each homeowner to inform renters and guests and the homeowner is held accountable for any violation by renters or guests. All rule violation notices may be appealed to the Board. To report a rule infraction or enforcement issue, contact the managing agent. (Please note the reference to renters does not infer that renting or leasing is permitted in the community. The Association amended the documents to prohibit leasing. All units must be owner occupied with the exception of grandfathered pre-amendment units that were leased.)

**ANTENNAS & SATELLITE DISHES:** In 2007 Eaglesnest signed an agreement with Multiband Direct TV to supply satellite service to the Community. To subscribe to Direct TV call 1-800-622-0119. A common antenna is installed on each building and each unit is wired to use the antenna, satellite or cable service through a common box located on the rear of each building.

**COMMON & LIMITED COMMON AREAS:** Decks, patios and common areas are not to be used for storage and a **NEAT APPEARANCE** must be maintained. Keep lawn furniture and other items off the grass so that grass cutting can be done properly without delay or extra cost.

**GRILLS:** No charcoal grills or fire pits are permitted in the Community. See additional restrictions in the Grill Policy located in the rear of the booklet.

**VEHICLES:** Generally there is ample parking for two (2) vehicles per unit. Units with garages or carports should use them as their primary parking spaces. Numbered spaces are for owners only. Guests should use the visitor parking areas. Leave unreserved spaces near the walks and doors for unloading vehicles and handicapped people. **Vehicles should not back into spaces in front of the buildings.** Other than “passenger” vehicles and motorcycles, all other vehicles are **PROHIBITED** from parking on the Eaglesnest Property. **No commercial vehicles or trucks, mobile home or trailer, camper, camper trailer, boat or other water craft shall be stored or parked in the common area.** No owners shall repair or restore a vehicle of any kind, except for emergency repairs and then only to the extent necessary to enable movement to a proper repair facility. Car washing is **PROHIBITED**. All motor vehicles shall display a current license and be maintained in proper operating condition. Any fluid leaks must be cleaned up by the vehicle’s owner as quickly as possible.

**VEHICLE ENFORCEMENT PROCEDURE:**

The Board of Trustees or its authorized representatives:

1. May tag any vehicle that is in violation of this policy. The tag shall indicate the violation and notify the owner to remove the vehicle within 24 hours. The tag shall further state that, in the event this vehicle is not removed within 24 hours; the vehicle will be removed from the property.
2. Shall mail a letter to the owner whose vehicle is in violation. When the owners address is not known the vehicle shall be removed in accordance with the tag referred to above.
3. May enter into a towing contract with a reputable towing company to carry out the removal of vehicles prohibited by the condominium rules.
4. Shall comply with the provisions of the Ohio Revised Code 4511.681 prior to the towing of any vehicle.

**POOL and TENNIS RULES:** (see back of booklet)

**PETS: NO PETS** are permitted in the Community. The Association discourages the feeding of wild animals and birds, since it can draw unwanted animals and rodents. Domestic animals may not be maintained outside. Bird feeders are only permitted on the property line wooded areas. Residents should not ground feed since this draws unwanted wildlife close to the buildings.

**RENTAL:** The Association amended the Declaration to a “no lease” policy. No renting of units is permitted. See Hardship Policy.

**SIGNS:** No signs are permitted, except For Sale and Open House Signs. One (1) For Sale sign is permitted at Eaglesnest Drive and Harrison Avenue from noon on Saturday until noon on Monday. An additional sign at Eaglesnest Drive and Eaglesnest Drive South and a sign in front of the unit are also permissible during that time frame. **No signs** are permitted in the **window** of the unit. During Open House security doors (if applicable) should not be propped open.

**SINGLE FAMILY RESIDENCE:** The condo property shall be used for single family residence purposes. No industry, trade, business, occupation or profession of any kind, except permitted home occupations shall be permitted on the condominium property.

**SMOKE DETECTORS:** The detectors within the unit are the responsibility of the unit owner to maintain. It is recommended the detector be replaced every ten (10) years and the batteries be replaced at least once a year. The original detectors are run on electric only. It is recommended that a detector with both electric and battery supply be installed.

## **SALE OF UNIT**

Upon consideration of sale of your unit, please notify the Managing Agent for the Community.

Ohio Revised Code Section 5311.27 states In addition to any remedy available, a contract or agreement for the sale of a condominium ownership interest that is executed in violation of section 5311.25 or 5311.26 of the Revised Code shall be voidable by the purchaser until the later of fifteen (15) days after the contract is entered into for sale of the condominium interest or fifteen (15) days after the purchaser executes a document evidencing receipt of the information required by section 5311.26 of the Revised Code, except that in no case is the contract or agreement voidable after the title to the condominium ownership interest is conveyed to the purchaser.

### **The following documents are required for review by prospective purchasers of a condominium:**

- The Disclosure (New Construction),
- Declaration,
- Bylaws and the
- Articles of Incorporation for the Association.
- The Handbook and
- Policies are updated periodically be sure you have updated your copy with the most recent changes.
- Copies of the Insurance Policy (Common Areas & Liability) Declaration Page;
- a current budget of expenses and
- most recent Financial Statement of the Association is also needed.

At the original sale of your unit you or the previous owner received copies of the disclosure, declaration, bylaws and articles of incorporation additionally with this booklet you received the most updated and current policies for the Association as well as the insurance information and budget. If you lose or need another copy you may contact the managing agent to purchase additional copies, please note there is a fee associated with this service. Contact the managing agent for the current charge.

Be sure that you list on the disclosure statement the prohibitive rules of the Association such as: No Pets, Restricted Vehicles including number of vehicles, No Leasing (Investment purchases), etc.

Please note the rules for placing signs under **SIGNS**.

When you list the condo please provide your real estate agent with the name and number of the managing agent. There are several pieces of information that the Association must provide to lenders and the managing agent can expedite the process. There are fees associated with the processing of closing paper work and will be charged to the Purchaser at closing. Paper work will only be processed Monday through Friday 9:00 a.m. - 5:00 p.m.

### **SNOW PROCEDURES**

1. Do not pull your car completely to the curb. This will allow for efficient cleaning of all sidewalk areas.
2. Please try to clean vehicles prior to the cleaning of the sidewalks. Do not encroach on the emergency spaces with your car.
3. The plowing company is scheduled when there is an accumulation of 1½ inches.
4. Calcium/potassium chloride containers are provided in multiple unit buildings. Please call the managing agent if the containers need to be filled. **DO NOT FILL THE CONTAINERS YOURSELF.** In an emergency situation only fill with a potassium/calcium chloride product such as KNOXMELT. Excessive use of any product will cause damage to sidewalks and parking areas. It will also kill the adjacent landscape to the walkways. **Please use the product sparingly**, just as it was manufactured to be used.

### **UTILITIES**

The Association pays for water, garbage and common area electricity. You pay all other utilities that serve your home.

Here is a list of area Utility Companies:

Cable TV	Time Warner	469-1145
Satellite	Direct TV	800-622-0119
Electricity	Duke Energy	421-9500
Water	GCWW	591-7700
Telephone	Cinti Bell	565-2210
Newspaper	Enquirer	651-4500
Garbage	Rumpke	851-0122

**GARBAGE:** Trash is collected by Rumpke Container Service. Dumpsters are emptied on Monday and waste wheelers on Wednesday.

- Do not place large items in the dumpster.

- Use plastic bags to control odors
- Keep dumpster doors closed to prevent vermin
- Flatten boxes to conserve space
- Report use of containers by outsiders
- If an additional pickup is needed for garbage because of furniture or carpet disposal you will be responsible for that charge. Contact the Managing Agent for assistance.

**NOTE: Contractors, plumbers, remodelers, etc., must haul away their trash.**

## **UPDATES OF OHIO REVISED CODE**

Effective July 20, 2004

**AMENDMENTS:** The Board may amend the Declaration without a vote of the owners in any manner necessary for the following purposes: a) To meet the requirements of institutional mortgagees, FNMA, FHLMC, FHA or VA; b) To meet the requirements of insurance underwriters; c) To bring the Declaration into compliance with the Code; d) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit; e) To designate a change in a statutory agent.

**BOARD ACTIONS:** Instead of a meeting, the Board may take action with the unanimous written consent of the Board members. The written consents must be filed with the meeting minutes.

**BOARD MEETINGS:** Board meetings may be held by any communication method, including electronic or telephonic, if each board member can hear, participate, and respond to every other board member. Board meetings can now be held in private chat room via the Internet or by speaker phone. Board meetings or Board decisions cannot, however, be held by a series of emails.

**FLAGS:** Unit Owners are permitted to place a flagpole or display the **United States flag** on or within the Limited Common Elements (Area) or on the immediately adjacent exterior of the building in which the unit is located, if the flag is displayed in accordance with any of the following: a) The patriotic customs in 4 USCA 5-10; b) The recommended flagpole standards set forth in "Our Flag"; c) Any federal law, the president's or Governor's proclamation, Code or local ordinance. The sources referenced above in A, B and C is available online.

**REGISTRATION:** Within thirty (30) days after a unit is purchased the owner must provide this information in writing to the Board: a) Home address, home and business mailing addresses, and home and business telephone numbers of owners and all occupants of the unit; b) Name, business address and business telephone number of any person who manages the owner's unit. Within thirty (30) days after a change in any of this information, an owner must notify the Board of the change. When the Board requests, an owner must verify or update this information.

## **WINTER TIPS**

**HEAT PUMPS:** When the outside temperature is 40 degrees or below you should use your supplemental heat setting. Using only your heat pump setting may cause the pump to freeze up.

**VACATION OR EXTENDED STAY:** You should shut off the main water valve in your unit. If you **do** you will also need to turn off your water heater, humidifier and any device which circulates water in your unit.

If you **do not** shut the water down in your unit when you are gone then you should:

- Turn the water to the washer both hot and cold off.
- Turn the water to and the water heater off. If this is done it is recommended to drain the water heater as well.
- For short times away turn the heat down on the water heater (energy saving tip).
- Turn the humidifier (if you have one) and any water purifiers off.
- Turn off the water line to the ice machine in your refrigerator.

Other Tips:

- If you chose to turn down the heat in your unit (energy saving tip) never turn it off. Leave the cabinet doors under sinks open to circulate air around the pipes to prevent freezing.
- Have someone check your unit frequently.
- Have your mail and newspaper held until you return. Extended stays should have their mail forwarded.
- Leave a key with a neighbor or relative and contact the management company with that information.

For everyone at any time:

- Check the rubber hoses on your washer regularly for rotting.
- The installation of steel reinforced hoses on the hot and cold water lines of your washer is recommended.
- When replacing your water heater have a pan installed under it with a drain line that extends to the floor drain. The line should not extend more than an inch into the drain to prevent the backflow of water

## **SMOKE & FIRE DETECTORS**

The following recommendations are from the Green Township Fire Department:

- Please mark your calendars and check your smoke detectors monthly.
- On battery operated detectors change the battery at least once a year. (It is recommended for Daylight Savings Day.)
- Any detector not functioning properly should be replaced.
- The N.F.P.A. (National Fire prevention Association) recommends replacement of detectors at 10 years of age. The detectors originally installed in the units are run by electric only. When you replace your detector you may wish to install a detector which runs on electric and has a battery backup.

If you purchase a smoke detector and install it yourself remember to follow the directions for installation. If mounting on the ceiling install the detector no closer than 6” from the wall. If wall mounting place the detector no lower than 12” from the ceiling.

If you need assistance installing new detectors several residents have used:

**Bachman Electric 941-2772 or Fire Extinguisher Service 574-4277**

This notice is provided for the safety of each resident.

## **WATER & SEWAGE BACK UP COVERAGE**

### **What is it?**

It is insurance coverage for clean up and damage restoration caused by water or sewage being forced back up through a drain or toilet.

### **Why would you or the Association need it?**

Because insurance policies for Condominium Owners and the Association provided by insurance carriers do not automatically provide this coverage. It is an additional endorsement just like flood insurance or earthquake coverage.

### **Who pays for damages in the case of water back up?**

Each party affected pays individually for the damages or clean up to their property if it is accidental or caused by a peril. Only if there is a known problem that has not been corrected or corrected improperly is there negligence, in which the party responsible for the problem is liable for all damages and clean up.

The Association does maintain water & sewage backup for the Association. This coverage provides for the clean up and restoration of the Common Areas of the Community in the case of a back up.

Management highly recommends that each unit owner carry water and sewage back up, especially first floor units. This does not preclude that a backup can't occur to second floor units. The coverage provides for clean up and restoration caused by clogged toilets, bathtub drains, floor drains and clogged sewage lines between floors.

### **Out of Pocket Expenses:**

If the cause of the damage is located in a common pipe or area – that is a utility drain, which services more than one unit – then the Association pays for the repair of the pipe or drain line. If the cause is from a toilet, drain line or waste line that services only one unit then the individual owner is responsible to fix the cause.

### **What should you do if a backup happens to you?**

- Contact your neighbors and advise them not to use any water.
- Call a plumber.
- Contact management (leave a message after business hours). They can provide additional assistance.
- Contain the water as best as possible; but in most cases this cannot be done by you alone. Contact a restoration company to clean up the water. If the water is coming from the toilet or floor drain, it is contaminated water and proper treatment with germicides and mold inhibitors is needed.
- Contact your insurance agent to report what happened.

**LEASING POLICY AND PROCEDURE  
FOR THE ENFORCEMENT OF AMENDMENT NUMBER 10  
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR EAGLESNEST CONDOMINIUM**

In an effort to clarify the requirements necessary to lease a unit or units in Eaglesnest due to an “undue Hardship” the Board of Directors has outlined the steps necessary to comply with the rules of the Eaglesnest Condominium Association.

First, please read Amendment No. 10 to the Declaration of Condominium Ownership for Eaglesnest Condominium.

Before an owner is allowed to enter into a Rental Agreement based on “undue hardship” the owner is to provide in written form to the Board of Trustees:

1. Notice that the owner is trying to sell their condominium.
2. Written proof of ninety (90) day effort to sell their condo at the “current market value”  
Based on:
  - a. A Professional Real Estate Appraisal or
  - b. The Listing Real Estate Agent’s estimated value based upon comparable sales.

If the owner is unable to sell their condo or an undue hardship exists, the owner must obtain requisite approval of the Board to lease the condo for such duration as the Board reasonably determines necessary to minimize the undue hardship.

Any Lease Agreement must be approved by the Board and provide that the violation of any provision of the Declaration, By-laws, or rules and regulations promulgated hereunder shall constitute a default under the lease giving the Association the right to evict the lessee.

The Lease Agreement cannot be renewed or continue on a month to month basis without beginning the same process stated above.

The Board has the right to fine the Owner for violations of the provision at a rate of an additional one month’s condo fee for every month the violations continue.

The Board may stop granting exception (lease agreements) if the community approaches ten percent (12) rentals.

Adopted and Approved by the Board of Trustees on February 11, 2004

**GRILL POLICY**  
**OHIO STATE FIRE CODE 2005**

Ohio State Fire Code 308.3.1 and 308.3.1.1 prohibits the use or storage of any charcoal or gas grills other than those which uses a 1pound LP gas capacity container. Electric Grills are permitted. All apartments and condominiums in the State of Ohio must adhere to this law.

However per the Association's Attorney the Board has a fiduciary responsibility to enforce the State Law and in accordance with the Declaration Provisions in Article7, Section 7.1 paragraph D, Hazardous Uses and Waste states: "Nothing shall be done or kept in any Unit or in the Common or Limited Common Areas and Facilities which will increase the rate of insurance of the buildings or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common or Limited Common Areas and Facilities which will result in cancellation of insurance on the building or contents thereof, or which would be in violation of any law."

Travelers' Insurance Underwriter in 2009 issued the following Advisory – Several grills were noted on decks and around the buildings. According to Rule 3 of the 2005 Ohio Fire Code, General Precautions against Fire, Section 308, Open Flames 308.3.1 Open-flame cooking devices, the operation of a charcoal burner, or any other open-flame cooking device is prohibited on combustible decks and balconies. In addition, these devices shall not be used anywhere within 10 feet of combustible construction, which could include a nearby wall, overhang, patio fence, railing or the deck above your own deck or patio.

**The grills should be removed from the property.**

Therefore the Board of Trustees has approved that **No Grills are Permitted** within the Community. You will be required within 30 days to remove the device from your Limited Common Area.

Adopted and Approved By the Board of Trustees on March 11, 2009.

**E.N.C.U.O.A. POOL RULES & REGULATIONS**  
**Revised June 16, 2008**

**NOTE: Residents are responsible for the actions of their guests.**

1. Unit owners must apply at the management office for a new non-duplicate key at a cost of \$25.00 per key. Replacement of lost keys is \$50.00. Sharing of keys by unit owners is prohibited. The \$25.00 key cost is refundable when unit owner sells or decides they no longer want to use the pool in the future. Pool keys are available by contacting L & B Management Firm, LLC.
2. The pool may be used by residents only, except a maximum of 3 guests per unit will be permitted while in the company of an adult resident. All others are trespassers. The pool is not designated for large family gatherings.
3. Do not give your pool key to a relative or friend and their guest.
4. The pool gate is to be locked at all times. Leaving the gate open increases the Associations' liability risks and the risk of an assessment for legal purposes.
5. Any person entering the pool area does so at his or her own risk. No lifeguard or supervision is provided.
6. Residents are responsible for the behavior of their guests.
7. Only non-breakable containers are permitted in the pool area. Alcoholic beverages are not permitted.
8. The only food allowed in the pool area is of the snack type. Trash must be placed in receptacles provided. No grilling at the pool or common areas at any time.
9. No pets allowed in the recreation areas at any time.
10. Floating devices are not permitted: rafts, balls, toys, inner tubes, etc.
11. No diving, pushing, horseplay, ball playing, running or undue disturbances is permitted in the pool area.
12. Foul language and lewd behavior will not be tolerated in the pool area.
13. Children under 16 years of age must be accompanied by a responsible adult resident.
14. Children wearing diapers, "swimmies" or other products are not permitted in the pool per the Hamilton County Board of Health regulations. Children using the pool must be toilet trained.
15. Reserving of pool chairs or loungers is not allowed. Residents have first priority in the use of pool furniture.
16. Pool hours are from 9:00 a.m. – 9:00 p.m. The pool area is closed at all other times.
17. An Emergency telephone is located in the ladies restroom.
18. Violation of any of the above rules may result in the loss of pool privileges and/or fines.

**TENNIS RULES**

1. The Tennis Court is for tennis only. The court is for residents only, except a maximum of three (3) guests are permitted in the company of a resident. All others are trespassers.
2. No pets allowed in the tennis area at any time.
3. Only non-marking or tennis or gym shoes are to be worn on the tennis court.
4. Reserving of the tennis court shall be posted at the entrance to the court.
5. Play shall be limited to 1½ hours if others are waiting to play.

## **Recommendations**

**Quiet Time:** Maintain a quiet time between 10 p.m. to 8 a.m. This means refrain from loud TV, radio, music and doing laundry.

**Multiple Unit Building:** second and third floor residents should be considerate of the neighbor below them. The units aren't soundproof, loud voices, heavy walking/running, slamming of doors, banging, bouncing or moving furniture can be heard very easily. FYI running water is also heard in the bathrooms and laundry rooms.

**Cars:** keep your car locked and do not keep valuables in your car or in plain sight. Report immediately to the Police any theft or vandalism.

**Wood decks and concrete patios** are the responsibility of the Owner to maintain. If an Owner doesn't perform routine maintenance on their limited common area they become responsible for the replacement of such.

**Recommended Wood Deck Stain** is Behr Semi Transparent Stain in Chocolate.

**Concrete Patios** should be cleaned of the algae or mold on a routine basis. Suggested cleaning products include a mixture of Clorox and water, Simple Green, Muriatic Acid (use only as instructed) and Wet and Forget. You can also seal your concrete.

**Unit Modifications and Improvements:** Updating your carpet, lighting fixtures, wall paper, kitchen or bath remodeling (to name a few) within the unit are considered "betterments and improvements" and the value of these items should be added to your personal HO 6 insurance policy. Updating of windows and doors should also be added to your personal policy. Questions can be directed to Management.

**Leasing and Hardship Leasing:** Owners who are Landlords (there are several grandfathered units) are required to carry a HO33 policy and tenants are required to carry an HO4 policy. Certificates should be sent to the Management office for your unit file.