

# **Heatherstone Homeowners Association Rules Redistributed January 2020**

## **General:**

By necessity a community such as Heatherstone is a collective. This is reflected in the laws that apply to our type of community. It is also reflected in our past and current Declarations, Bylaws, Articles and Rules.

By purchasing a unit at Heatherstone, you have agreed to accept certain limitations and rules to promote the community continuity and common good maintain the community aesthetic and protect property values. What a unit owner, resident, renter or guest does in regard to their property and conduct has a direct effect on everyone within our community.

Each unit owner has a duty to the community and their neighbors to know and follow the Declarations, Bylaws, Article of Incorporation and Rules and to make those known to their residents, family members, guests or renters and to ensure those individuals also follow these requirements.

The HOA is governed by a volunteer Board of Directors, elected by the membership, and who are giving their time for the good and betterment of the community. Board actions are carried out by no less than a quorum of the Board. No one person is making decisions for the community.

The membership should not expect the Board members to act as, and the Board members will not act as, an on call police force for Heatherstone. Each unit owner has a duty to the membership to cordially advise their neighbors, guests or any trespassers of any violations of the Declarations or Rules and to report the incident to the Board.

If someone within the property is doing something that is against a township, county, state, or federal law, the member, visitor or renter has a duty to report the illegal activity immediately to the Clermont county sheriff's office (our local law enforcement authority). In cases of emergency, call 911.

Please refer to the Declarations Article VIII Restrictions and abide by these historical and updated restrictions. The Board, at its discretion, may impose an enforcement assessment on any lot owner in violation of any of the restrictions or rules whether specified below or not.

Today, as in the past, Rules are never to be recorded with the county. Rules are for day to day governing of the HOA and are to be flexible and may possibly change at the decision of a Board of Directors.

## **Communications to the HOA and Board of Directors:**

All complaints or communication to the HOA (other than monies owed) must be received in writing and deposited into the "basement" of the 200 Apples Way mailbox, or mailed to Heatherstone Homeowners Association, 200 Apples Way, Batavia, OH 45103.

A resident making the complaint must sign the complaint.

Information shared about Rules and Restrictions violations should be submitted in writing and signed.

Requests for information from the HOA must be submitted in writing and be specific as to what is being requested and in what form the information is to be received.

Abusive or threatening communications will not be acknowledged.

It is the correspondent's responsibility to see the Board has received any communications to the HOA. The Board is not responsible for lost, stolen or misdirected communications.

Anyone wishing to speak at a Board or Homeowners' meeting can request to do so in writing.

All matters regarding a unit owner's personal financial account must be directed to Towne Properties, PO Box 742630, Cincinnati, OH 45274 [RayMcCollum@TowneProperties.com](mailto:RayMcCollum@TowneProperties.com), [SavannahGlaub@TowneProperties.com](mailto:SavannahGlaub@TowneProperties.com)

### **Homeowner Payments Owed the HOA:**

Review the **Declarations** for types of assessments, non-payment of assessments, **application of payments**, and other information.

All payments to the HOA must be mailed to Heatherstone Homeowners Association, C/O Towne Properties, PO Box 742630, Cincinnati, OH 45274.

Monthly assessments are due the first day of the month. There is a liberal grace period until the 10<sup>th</sup> of the month. Payments must be received by Towne Properties by the 10<sup>th</sup>. **Payments received after the 10<sup>th</sup> of the month will be charged a \$20.00 late fee.**

Any special assessment, enforcement assessment, and/or individual assessment payment due date will be advised at the time any special, individual or enforcement assessment is assessed and may incur a late fee and/or interest if not paid by the due date. Interest costs, late fees, attorney fees, collection costs, etc. are due when incurred.

Payments to the HOA will be applied in this order:

- A. To interest owed to the Association
- B. To administrative late fees or Enforcement Assessments owed to the Association
- C. To collection costs, attorney's fees, and paralegal fees the Association incurred for the Common Expenses chargeable against the dwelling Unit or Lot.
- D. To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

If the unit owner account is not paid in full each month, or if there are outstanding monies owed the HOA for any reason, a late fee will continue to be assessed each month for monthly assessments until the account is brought current.

### **Homeowners in Arrears are Denied Access to Common Facilities:**

Refer to the Declarations for application of payments for any monies owed the HOA, possible legal fees, late fees, interest and/or other charges.

Unit owners in arrears more than 30 days are denied use of any of the HOA common facilities. Those living with, renting from or guests of those unit owners more than 30 days in arrears to the HOA are also denied use of the common facilities and may not be the guest of any unit owner in current good standing for purposes of using the common facilities for which they are denied access due to arrearage.

Anyone using the common facilities when they, the owner of the unit in which they reside, or their host is more than 30 days in arrears to monies owed the HOA, may cause the unit owner to be charged an

enforcement assessment of \$20.00 per incident per 24 hour period which will become an enforcement assessment upon the lot.

Unit owners in arrears more than 30 days are denied voting privileges.

Unit owners in arrears more than 30 days may be suspended from the Board.

### **General Common Grounds Rules:**

The speed limit on Heatherstone roads is 10 miles per hour. Pedestrians ALWAYS have the right of way. No litter of any kind may be left on the common property or common grounds.

All motorized vehicles are NOT allowed on the sidewalks or bridges excluding commonly used personal motorized devices used by those with physical disabilities.

All motorized vehicles, no matter what they are, must adhere to the car/ parking rules of Heatherstone and must be confined to road use only. They must abide by state, county and township laws. All vehicles must go the speed limit of 10 mph. Motorized vehicle use is to be confined to streets and appropriate parking spaces. As with all vehicles in Heatherstone they are not to be driven or parked on grass, wooded areas or unit owner's lawn. Any damage to property or other vehicles will be subject to an assessment.

Any and all community green space must not be cut down, removed or in any way disrupted. The board needs to approve removal of trees and shrubs on common ground.

Replacement keys may be requested from the Board and a fee for the replacement will be charged.

Any guest that is a minor and is using the Heatherstone common facilities must be a known guest of a resident adult inhabiting a unit. That resident adult is responsible for any and all issues caused by the guest minor. No guest minor may use the common facilities unless a resident adult has prior knowledge of such a guest minor.

No one (adult or minor) is allowed to invite anyone to use the Heatherstone common facilities at will (blanket invitation) without a specific invitation from a resident and the resident knows the person is on the property at that specific time. The resident has full responsibility for his/her guests' actions.

Each unit owner or resident is responsible for his/her children and guests complying with association rules, and may be charged an enforcement assessment should there be an infraction.

Each unit owner(s) is responsible for his/her resident(s), renter(s) or guest(s) and is responsible for any damage caused by said owner, resident, renter, and/or guest and will be assessed the cost to repair such damages and any administrative costs incurred.

Malicious and intentional damage to common property may result in damage assessments to the unit owner and/or loss of common facility use, as to be determined by the Board.

The wooden bridge by the lake is not to be used as a skate board ramp, a skate ramp, or a bike ramp. The bridge is a walking bridge only; no motorized vehicles except personal mobility devices used by those with disabilities will be permitted.

A unit owner or resident of the Heatherstone Home Owners' Association may not host, invite, or allow gathering on the Heatherstone HOA common property a large group of individuals not living at Heatherstone to use the HHOA common property for any purpose without prior written approval from the Heatherstone HOA Board of Managers. This includes all HHOA common grounds/property including but not limited to the

clubhouse, playground, game room, exercise room, tennis courts, basketball courts, lake, parking lots, roads, or any open ground owned by the Heatherstone HOA. This does not include a gathering at the individual unit resident's unit. Club house rental does not include use of other areas. The homeowner is responsible for all damages and liability for all guests. A large group is defined as more than ten guests.

### **Basketball Court Rules:**

The basketball court is a first come first served facility. There is a 45 minute play time limit if others are waiting and the waiters cannot play with those currently playing.

The court is to remain locked when no one is within the court. You must unlock door to enter.

All trash must be removed from the court and disposed of properly.

Non-residents of Heatherstone may not use the basketball court unless they are visiting a resident, the resident knows they are on the property, and the resident is in good standing.

Climbing on fences is strictly forbidden.

### **Tennis Courts Rules:**

The Tennis court is a first come first served facility. There is a 45 minute play time limit if others are waiting and the waiters cannot play with those currently playing.

The court is to remain locked when no one is within the court.

All trash must be removed from the court and disposed of properly.

Non-residents of Heatherstone may not use the tennis court unless they are visiting a resident, and the resident knows they are on the property, and the resident is in good standing.

Climbing on fences or nets is forbidden.

### **Lake Rules:**

Any activity other than fishing is strictly prohibited. Entering into or upon the water or the ice is forbidden.

The lake is a catch & release lake.

Removal or disturbing the lake rip rap is forbidden.

Fishing apparatus may not be left in the water unattended.

Fishermen must remove all their trash from the lake area.

All guests invited to the lake must be accompanied by a unit resident. No one may extend a blanket invitation to anyone not residing at Heatherstone to fish the lake at will without the accompaniment of a unit resident, and the resident is in good standing.

Anyone violating the any of the above Lake Rules may be assessed a \$20.00 fine per incident.

**Play/swing Set Rules:**

The swing set area is a first come first served facility. There is a 15 minute swing time limit if others are waiting to use the swings.

All trash must be removed from the area and disposed of properly.

Non-residents of Heatherstone may not use the swing set area unless the non-resident is visiting a resident and the resident is aware they are on the property and the resident must be in good standing.

Foul and abusive language is strictly prohibited.

The swings and equipment are not to be altered in any way. Wrapping swings around the top bar is strictly prohibited.

**Pool Rules**

The swimming pool, as part of the common property is for homeowners, tenants and their guests. The rules governing the use of the swimming pool are for the protection and benefit of all to assure safe and sanitary operation of the facility. Cooperation in abiding by these rules will afford pleasant relaxation and recreation for all concerned.

1. No one will be allowed in the swimming area unless the pool is officially open. Entering when the pool is closed may result in a fine and loss of pool privileges.
2. All guests invited to the pool must be accompanied by a unit resident. No one may extend a blanket invitation to anyone not residing at Heatherstone to swim at will without the accompaniment of a unit resident. The resident must be in good standing.
3. Official pool hours are 10 A.M. to 9 P.M., dependant on weather, pool help and properly operating equipment. No swimming is allowed after dark.
4. The pool may be closed at any time due to operational difficulties, or when its use is deemed dangerous, at the discretion of the pool management. If the pool is closed for an extended period, for any reason other than inclement weather, a notice will be placed on the clubhouse door explaining the situation.
5. No life guard is on duty, swim at your own risk. All persons using the pool, the pool area or game room, do so at their own risk and have sole responsibility for any accident or injury in connection with such use.
6. Walk; don't run in and around the pool facility.
7. No diving is allowed at any time.
8. Children who are not toilet-trained will be allowed in the pool only if they wear a swimsuit diaper and a swim suit. Cloth or disposable diapers are not accepted. Diapers with fecal matter are not allowed in the pool.
9. Acceptable swim attire must be worn by patrons in the water. Cut-offs are not permitted. Patrons with religious concerns regarding modesty may wear clean, covering garments that do not interfere with their safety in the water.

10. Animals are not allowed in the building or pool area, with the exception of guide dogs. Guide dogs are allowed on the pool deck, but not in the water.
11. Persons who appear to be under the influence of alcohol or narcotics are not allowed in the pool area, game room or clubhouse.
12. No glass items or chewing gum is permitted anywhere in the pool area. No smoking is allowed in the clubhouse.
13. All patrons must be clean and have showered with soap before entering the pool.
14. Any person having or appearing to have a communicable disease or infection, or who may be a carrier of such disease, having sore or inflamed or infected eyes, colds, cough, nasal or ear discharge, flu symptoms, open sores, cuts, abrasions or lesions, excessive sunburn, bandages or other evidence of contagion risk may not enter the pool.
15. Spitting, urinating, spouting or nose-blowing in the pool is strictly prohibited and such behavior will result in the loss of pool privileges.
16. Any child or adult suffering from diarrhea is not permitted in the pool or pool area until 24 hours after symptoms stop.
17. Dangerous practices are prohibited.
18. Foul or abusive language will not be tolerated. Pool privileges may be revoked for the entire household.
19. Persons using the pool enjoy reading, sunbathing, and resting; therefore, radios, CD/MP3 players, etc. should be used at a low volume or with earphones.
20. All trash must be placed in the container provided for that purpose. All snacks and crumbs dropped on the ground must be picked up. Cigarette butts must be disposed of properly.
21. Propping open the club house door or pool gate is strictly prohibited and will result in loss of pool privileges. Doors and gate must remain closed and locked at all times and patrons must use their clubhouse key to gain entry.
22. Lower all umbrellas after use. Loss of pool privileges will result from leaving the umbrellas up.
23. All patrons must be Heatherstone homeowners/household members, renters of a Heatherstone homeowner or a guest of a Heatherstone homeowner. A guest must be accompanied by the Heatherstone homeowner or renter at all times.
24. Vandalism will be prosecuted. Please report to the board, as a reward is offered for information leading to conviction.
25. Any adult accompanying a minor(s) is responsible for the behavior and conduct of the minor(s) and will be held responsible for such.
26. Swimmers under 14 years of age must be accompanied by an adult. Parents and guardians (either permanent or temporary) will be responsible for the conduct of their unaccompanied minors and their guests.

27. A unit owner or resident of the Heatherstone Home Owners' Association may not have more than five people per unit at the pool or on pool deck at one time.

The pool is at maximum capacity 30 people. Clubhouse rental does not include pool area. The homeowner is responsible for all damages, safety and liability for all guests.

28. All smoking in pool area is strictly prohibited.

A unit owner or resident of the Heatherstone Homeowners' Association may not have more than five (5) people per unit at the pool or on pool deck at one time.

The pool is at maximum capacity at 30 people. Clubhouse rental does NOT include pool area. The homeowner is responsible for all damages, safety and liability for all guests.

### **Game Room Rules:**

No wet swimsuits are permitted in the game room.

No pets are allowed in the clubhouse.

No entering the pool area if the pool is closed.

No one under the age of 14 may be in the game room without adult supervision.

When the clubhouse has been rented and the signs posted such, the game room is closed to community use.

No guest is to be in the clubhouse unless accompanied by a resident in good standing.

### **Exercise Room Rules:**

No one may enter the fitness room unless they have filed with the HOA, a properly completed and signed verification form and release form for each and every individual who will enter the fitness room. This includes a release and verification form for all unit owners and those living with them, tenants and guests to include all adults and minor children. **Only a parent or guardian may sign a release for a minor child.**

Before undertaking any exercise program, consult with your physician. You will be exercising at your own risk. The Heatherstone Homeowners Association cannot be responsible for accidents or injuries related in any manner to the use of the fitness room facilities. Caution is urged so that you do not overexert yourself, and it is strongly recommended that you exercise with a friend. A "spotter" can make sure the equipment is used safely, detect fatigue, and summon help in the event of an accident.

**These rules must be observed at all times:**

1. **No one may enter the fitness room for any reason unless the Heatherstone HOA has on file, a properly completed and signed verification form and release form for each individual adult or child. Only a parent or guardian may sign a release form for a child.**
2. The fitness room is for use by residents and their invited guests only.
3. Residents take precedent over guests. If the equipment is being used by a guest, a resident ***always*** has the right to ask a guest to allow the resident to use it, and the guest must allow residents to use the equipment.
4. Guests must be accompanied at all times by an adult resident, and are limited to one **guest at a time in the fitness room**. An adult is defined as a resident 18 years or older.
5. **No one under the age of 13 is permitted in the exercise room.** Children 13 years and older, and all adults, including guests, must have a properly completed verification form and release form on file with Heatherstone HOA prior to entering the fitness room and must be accompanied by an adult while in the fitness room. Only a parent or guardian may sign the release form for a child.
7. All exercise equipment must remain in place.
8. Notify the Board immediately if any equipment is found to not be working properly.
9. No food or beverages, other than water in closed top bottles, are permitted in the fitness room.
10. No smoking, pets (except service animals), skateboards, roller blades, or bicycles shall be permitted inside the Fitness Room or clubhouse.
11. Turn off lights and exercise equipment, turn the thermostat to the posted temperature, shut all windows and doors when leaving the room. Make sure the door is locked at all times the room is vacant.
12. The Heatherstone Homeowners Association reserves the right to prohibit the use of the fitness room by any individual failing to comply with normal precautions and posted rules.
13. Appropriate attire must be worn at all times in the exercise room. This includes closed-toed athletic shoes, shorts, pants and shirts. No swimming suits, flip flops, sandals or hard soled shoes are allowed.
14. Headphones must be used when others are in the fitness room.
15. Unit owners who are more than 30 days in arrears for monies owed to the HOA are denied access and use of the fitness room. This also applies to the tenants and guests of unit owners who are in violation or arrears.

#### **Unit Exterior Color/Improvements/Etc.:**

Refer to the **Declarations Article IV** Maintenance, Repair, Restoration, Replacement, and Additions, **Article V** Assessments Section 3, **Article VII** Restrictions, **Article IX** Architectural Control.

All exterior changes to a lot or dwelling must be approved by the Board or the Architectural Control Committee. Refer to the Rules and the Declarations for procedures for communicating with the Board.

#### **Unit Exterior Color/Improvements/Restorations/Etc.:**

Refer to the **Declarations Article IV** Maintenance, Repair, Restoration, Replacement, and Additions, **Article V** Assessments Section 3, **Article VII** Restrictions, **Article IX** Architectural Control.

**All exterior changes to a lot or dwelling must be approved in writing by the Board or the Architectural Control Committee. Refer to the Rules and the Declarations for procedures on**



**communicating with the Board. An application MUST be submitted by the unit owner prior to approval. A \$150.00 enforcement assessment will be levied for non compliance to the application process and beginning work with out approval.**

As owner of your unit, you are responsible for the upkeep of the exterior of your home. This includes, but is not limited to, chipping and peeling paint or stain, bleeding of previous paint or stain, replacement of damaged or rotting wood, gutter maintenance, replacing/repairing/painting trim & doors, deck maintenance to include safety, staining, or sealing, and other maintenance of the unit exterior as needed.

1. **Exterior Unit Colors** (including but not limited to siding, garage door, entry door, etc.): Paint or siding must be an earth tone neutral, mid-tone or deep color as approved by the Architectural Control Committee, other than other pastels, black or bright white. All siding if painted or non-paintable permanent siding must all be one color. No brick on any unit may be painted. All brick is to remain in the natural unpainted, unstained, or unaltered state. Siding may not be applied over the exterior brick on the unit.
2. **Deck colors**: Clear, natural or any shade of light, medium or dark brown. (This does not include yellow, red, green or blue tinted brown) Decks should provide a uniform appearance when viewed from outside the unit. Rails and spindles must all be the same color for a uniform appearance, no mixing of colors on railings and spindles.
3. **Unit Trim**: Areas that must remain dark brown (also known as seal brown)
  - a. Gutters connected to and shared with another unit
  - b. Soffits
  - c. Flashing on brick connected and shared with another unit
  - d. Downspouts that rest against brick (Downspouts that rest against paint or siding should match paint or siding color)
  - e. Rear unit dividers: If paintable material, must be painted dark (seal) brown. If sided with nonpaintable siding, must match rest of the siding on the unit

**These unit colors have been the HHOA approved colors since at least 2003. Some owners have chosen to not abide by the HHOA approved colors and have been in violation of the HHOA rules.**

Any unit which has been painted a non-approved color on any portion of the unit (including decks), no matter how long the paint has been on the unit, must be repainted to conform to the HHOA chosen colors once repainting is necessary. No exceptions. Enforcement assessments will be levied against non-conforming units.

4. **Roofs**: All replacement roofs must be dimensional shingles as specified in the HHOA Declaration Article VII Restrictions, dark brown in color and **must** be approved by **the Architectural Committee**.

No red, orange, yellow, tan, beige, blue, green, gray, white or black shingles allowed. Only random variation color patterns associated with dimensional shingles are allowed, no intentional geometric patterns are allowed.

**Parking Rules:**

***Refer to the Declarations Article VII Restrictions for information on permissible and prohibited vehicles and parking restrictions on the property.***

For safety and mitigation purposes, **the burden is on the unit owner** to provide the HOA, in writing, with the required information about vehicles parked on the common property lots.

All vehicles parked on the common property parking lots must be known to the HOA.

Any resident of Heatherstone or guest visiting for more than 48 hours and parking on the common grounds parking lots must provide the Board with the following information in writing:

- Name and address of unit owner, resident, or renter owning the vehicle or the host of the visiting guest vehicle
- Make, color and license plate numbers of vehicle parked on the common lots in excess of a 48 hour period
- All vehicles owned by Heatherstone residents must be registered and have a parking sticker. Vehicles not registered will be subject to towing if parked in visitor spaces longer than 48 hours.

Car covers are allowed only if designed for that purpose and for the vehicle on which they are used. They must be tight fitting and secure at all times. No tarps are allowed as car covers.

Vehicles covered in mud or debris, and causing an unsightly mess in a parking lot are prohibited. They must be washed before being parked on the property.

Guest parking lots are for come and go guest traffic. The guest parking lots are the lots at front Apples Way, rear Apples Way and Terra Place. Visitors are restricted to 7 days parking in guest parking lots during a visit. After 7 days, the guest must park in the clubhouse parking lot. If the visit will last longer than 7 days, the resident may request approval in writing from the Board for an extension of the 7 day rule to allow longer parking in a guest parking lot.

The first 6 parking spots in front of the tennis courts next to the clubhouse are reserved for come and go vehicles using the clubhouse or pool. No one may store a vehicle in those spots.

Any unit owner found in violation of the Declarations or the above parking rules may be subject to a \$20.00 fine per offense per 24 hour period and/or towing.

**Pets:**

Refer to the Declarations Article VII Restrictions for information on permissible and number of pets, etc.

All pet walkers must carry a pooper-scooper or similar device and clean up after their pets and properly dispose of the droppings. Pets must be on leash when on common ground.

Any violation of Article VII Restrictions and/or the above rules may result in a \$20.00 per incident fine or other actions as decided by the Board.

**Rental Unit Owner Responsibilities:**

Refer to the Declarations Article VII Restrictions for information on permissible renting and rental unit owner's responsibilities and requirements.

## **Clubhouse Rental Procedures and Rules:**

The clubhouse rental contact is posted on the clubhouse bulletin board.

1. Reservations are on a first come first served basis.
2. The clubhouse renter must be a unit owner in good standing (not in arrears more than 30 days)
3. Rental fee and deposit must be in check or money order, made payable to Heatherstone HOA.
4. Deposit and fee must be paid at least one (1) week prior to reservation date. If not, the renter will lose the date if someone else wants the same date.
5. Clubhouse renter must sign a release discharging the Heatherstone HOA from all claims and liabilities resulting from use of the clubhouse.
6. The pool area, exercise room, tennis courts, play area or basketball court cannot be reserved.
7. Wet bathing suits are not allowed in the carpeted areas of the clubhouse.
8. The reserving homeowner or resident must be present at all times.
9. Reserving homeowners or residents are responsible for any damage to the clubhouse over and above the deposit.
10. Tape, nails, tacks, glue or staples are not allowed for decorating the clubhouse and game room.
11. Renter must secure the clubhouse facilities before leaving and is responsible for any damage resulting from not doing so.
12. The clubhouse must be vacated by 11:00 PM weeknights and 12 midnight weekends or a holiday eve (such as Christmas or New Years).
13. Moving the pool table and/or shuffle board table is prohibited. If a renter would like these moved, a professional will be hired to move them and the extra cost will be borne by the renter.
14. After use, the clubhouse must be left in a clean condition with furnishings repositioned in approximate location. If it requires any additional cleaning, a portion or all of your deposit may be used to pay for a professional cleaning service.
15. Trash must be removed from the clubhouse grounds by 11:00 AM the day following party. The renter is responsible for picking up any spilled trash due to animal scavengers.
16. Keys must be returned by 11:00 AM the following day. An earlier time may be necessary if the clubhouse is to be used the next day.
17. Your deposit, minus cost of damage, removing trash, cleaning up trash or general clubhouse cleaning (if any) will be returned after keys are returned and a walk through inspection is made with the clubhouse contact.
18. All pets are prohibited in the clubhouse, except service animals.