

## **Welcome to Providence Meadows**

Dear Providence Meadows Homeowner:

On behalf of the Providence Meadows Homeowners' Association, we wish to welcome you to the Providence Meadows Community.

We are pleased to present you with this "Welcome Booklet". This Booklet has been prepared for you to provide helpful information regarding the community and the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements adopted and recorded at the Butler County Courthouse. This book will help to acquaint you with the procedures; regulations and policies established by the original developer and your Board of Trustees but is not intended to replace your legal Documents.

We look forward to meeting with you personally, and as your managing Board and neighbors, we are always available to answer questions or help solve problems that you might have with matters that pertain to the operation of our Association.

Sincerely,  
Providence Meadows Home Owners Association

## **WHAT IS A COMMUNITY ASSOCIATION?**

A Community Association is a group of owners who wish to provide a communal basis for preserving, maintaining and enhancing their homes and property. As a member, he/she has a voice and vote in the Association's affairs. These votes are cast during annual or special meetings of the general membership.

The Community Association is an incorporated, nonprofit organization operating under recorded land agreements. These recorded documents are submitted to all owners prior to purchasing a home. Each member is subject to a charge for a proportionate share of expenses for maintenance of common property and support of other necessary activities of the organization.

## **WHAT DOES THE ASSOCIATION DO?**

The major responsibility of the Association is to protect the investment and enhance the value of the property owned by the members. Providing for the physical maintenance and operation of the shared property does this.

To ensure that the Association is a well-run organization, the Board of Trustees facilitates the day-to-day operations of the Association. Specifically, maintaining the Association's finances, its contractors and preparing an annual budget.

Providence Meadows Homeowner Association correspondence should be addressed to:

### **Providence Meadows Homeowners Association**

5340 Lurmer Drive

Liberty Twp, Ohio 45011

[info@providencemeadows.com](mailto:info@providencemeadows.com)

## **WHAT ARE THE CHARACTERISTICS OF A COMMUNITY ASSOCIATION?**

1. Membership in the Association is mandatory and automatic for all owners upon the acceptance of their deed.
2. Certain legal documents bind all owners to be governed by the Community Association.
3. Mandatory lien-based economic assessments are levied on each owner in order to operate and maintain the Association.

## **ASSOCIATION LEGAL DOCUMENTS**

The legal documents of an Association are:

1. Recorded Maps and Plats:  
Show the precise location of each lot as well as the Common Areas.
2. Declaration of Covenants and Restrictions:  
Defines or limits the rights of ownership. Brings the Association into existence, because it spells out the essential elements of ownership.
3. Articles of Incorporation:  
Brings the Corporation into existence. The Articles of Incorporation define the Association's basic powers and purpose. The Articles of Incorporation will also indicate whether stock will be issued and if there is to be a Board of Trustees.
4. By-Laws:  
The By-Laws state the requirements for membership in the Association. The By-Laws also establish the requirements for Membership meetings, voting rights of Owners and the procedures for electing the Board of Trustees. The By-Laws establish the powers and duties of the Board and sets the Indemnification of the Trustees and Officers.

## **THE COMMUNITY ASSOCIATION IS A BUSINESS**

No matter what role you play in the Association, one thing is certain; you will want the Association to operate as smoothly and efficiently as possible. The most important thing to remember about a Community Association is that it is a business. To be successful, it must be operated like one. The Association relies on prompt payment of fees to ensure that the funds are available to pay for the Community expenses.

## **ROLES AND RESPONSIBILITIES**

### 1..OWNERS:

The basic authority in a Community Association lies with the owners. The owners elect a Board of Trustees to act on their behalf. Usually the governing documents will delegate almost all of the Association's decision-making powers to the Board.

Typically this leaves the owners only with the power to elect or remove the Trustees, amend the governing documents and approve or deny a special assessment. Seventy-Five per cent (75%) of the membership is needed to alter or amend the recorded documents.

### 2..BOARD OF TRUSTEES:

The Board of Trustees bears the ultimate responsibility for the operation of the Association on behalf of the owners.

The **ROLE** of the Board of Trustees is to set POLICIES, STANDARDS, PROCEDURES, PROGRAMS AND BUDGET for the Association.

Typical functions include:

- Arranges for common area maintenance, repairs and replacements.
- Prepares Bid and Contract Specifications, secures and qualifies prospective vendors and presents them to the Board for approval.
- Maintains the Association records.
- Organizes and participates in Association meetings.
- Prepares the Annual Budget for Board review and approval.
- Prepares financial statements and reports.
- Prepares and distributes Association news.
- Supervises insurance claims.
- Supervises dispute resolution and rule enforcement.

The **RESPONSIBILITIES** of the Board of Trustees are to MAINTAIN, PROTECT, PRESERVE, and ENHANCE the common areas and the values of the total community.

The Board of Trustees is authorized on behalf of the Association to:

- A. Enter into management contracts and other agreements to provide for the management, maintenance, repair and replacement of the common areas.
- B. The general supervision of the affairs of the Association.
- C. Make Rules & Regulations for the governing of the Association and enforce same.
- D. Prepare and Approve the Annual Budget.

- E. Determine the amount of the Annual Assessment and any Special Assessments.
- F. Prepare liens and foreclose on delinquent accounts.
- G. Interpret and enforce Architectural Guidelines.

### **ASSOCIATION MAINTAINED AREAS**

To achieve uniformity, the Association has been charged with the responsibility to maintain the turf area along Van Gordon Road to the peak of the mounds. This includes the trees in the areas of the mulch beds directly in front of the monument walls.

NOTE: The pond is **privately owned** and maintained by each of the individual lot homeowner that holds title to that property. The community contributes to the maintenance of the pond through their taxes. This tax contribution is for the future removal of silt when needed.

### **RESERVE FUNDS**

The Reserve Account is the Association's way of setting aside money for future repairs and replacements. In accordance with the budget, if funds are available at the end of the year, a certain part of the assessment is set-aside in a special interest-bearing account to plan for the replacement and repair of the common areas. This helps to protect and preserve property values. This is included in the overall budget for the Association. Reserves are evaluated each year and adjusted when needed to reflect inflation and changes in the common areas.

### **SALE OR RENTAL OF HOME**

When you decide to sell your home either by Owner or through a Realtor, you transfer the property plus the responsibilities of your membership in the Association. You do this by providing the new owner with the Association Documents; also, contact the Association Board to inform them of the new owner.

The new owners Mortgage Company is required by law to contact the Association before closing to receive a status of the current homeowner's account regarding assessments. In addition, it is important that the new owner's mortgage company contact the Association immediately upon closing to inform them of the new owners.

**PROVIDENCE MEADOWS**  
**ASSESSMENT / COLLECTION POLICY**

Assessments are levied in accordance with Article 4 of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Providence Meadows for the purpose of preserving, protecting and promoting the physical and environmental qualities of the Community.

The Providence Meadows Board of Trustees has chosen to collect the yearly assessment in a lump sum rather than monthly to help keep costs to a minimum.

It is important for the fiscal soundness of the Association that annual fees be paid promptly. Should a homeowner close on his home after the first of the year, the assessment for the year of closing is pro-rated from the date of closing through to the last day of that year.

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

A **FIRST NOTICE SENT**

This will be mailed on the fifteenth day of the month to any homeowner who is **ten (10) days delinquent**.

B **LATE FEE**

A late fee plus an interest fee as determined by the Board may be charged for all payments collected fifteen (15) days or more after the due date.

C **FINAL NOTICE**

A final notice will be mailed to any homeowner who is **fifty (50) days** delinquent. This notice requests **FULL PAYMENT** within ten (10) days from the date of the notice, or a **LIEN** will be recorded against said property by the Association attorney of record or representative with no further notice.

D. **FORECLOSURE**

Any lien remaining unpaid for thirty (30) days may be foreclosed in legal action by the Board of Trustees, as authorized in Article 4, Section 4.5.

## **PROVIDENCE MEADOWS COVENANTS AND RESTRICTIONS**

Covenants and Restrictions are the heart of any Association. Listed below is a synopsis of the Covenants and Restrictions of the Providence Meadows Homeowners' Association. This synopsis is in no way meant to be complete or to represent the entire meaning of Article 5 of the Declaration.

**Harmful Discharges** There is to be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), etc. Nothing shall be done or kept on the property, which is unsafe or hazardous with respect to any person, or property. No waste shall be committed to the Common Areas. (Read Article 5, Section 5.1.1 for more details.)

**Compliance with the Laws** No improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner. (Read Article 5, Section 5.1.2 for more details.)

**Noise:** No person shall cause any unreasonable loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the property. (Read Article 5, Section 5.1.3 for more details.)

**No Trade or Business:** No Trade or business of any kind may be conducted in or from any Lot or Living Unit. An Owner or occupant may conduct such an activity within the lot or living unit if certain criteria are met. For instance, the existence or operation of the business activity must not be apparent or detectable by sight, sound or smell from the exterior of the Lot or Living Unit. The Business activity must conform to all zoning requirements for the property. The business activity is not to involve persons coming onto the Lot who do not reside in the Property and the business activity must be consistent with the residential character of the Property. (Read Article 5, Section 5.1.4 for more details.)

**Signs:** No signs, billboards or advertisements of any kind shall be displayed to public view except temporary "For Sale" signs and political signs are permitted from time to time as noted in section 5.1.5. (Read Article 5, Section 5.1.5 for all details.)

**Trash:** Homeowners are not to burn any trash. There is to be no accumulation or storage or litter, refuse bulk material, building materials or trash of any other kind. Trash containers are not to remain in public view except on days of trash collection. (Read Article 5, Section 5.1.6 for all details.)

**Parking and Vehicle Repairs:** Homeowners are not permitted to regularly park trailers, campers, mobile homes, buses, or trucks exceeding  $\frac{3}{4}$  ton rating upon any lot or on the street in front of any lot for a period exceeding forty-eight (48) hours unless such vehicle is parked in an enclosed garage. The exception to this would be a vehicle used for the purpose of construction or repair work upon a lot. These vehicles would be permitted for a reasonable period of time necessary for such purpose. There is to be no recreational vehicle, boat, or travel trailer shall be parked or stored on any Lot, unless the same is in an enclosure or garage and completely out of view. (Read Article 5, Section 5.1.7 for all details.)

**Animals:** Only guide animals and ordinary domestic pets (e.g., dogs, cats or caged birds) are permitted. Homeowners are not permitted to keep, board, or raise animals, livestock, poultry or reptiles of any kind, regardless of the number. (Read Article 5, Section 5.1.8 for all details.)

**Open Fires:** Open burning is not permitted except for outdoor fireplaces, grills and chimneys equipped with fire screens to prevent the discharge of embers. (Read Article 5, Section 5.1.9 for all details.)

**Lighting:** No exterior lighting is to be directed outside the lot boundaries. (Read Article 5, Section 5.1.10 for all details.)

**Street Cleaning:** Builders of each residence and the Owners of the Lots are responsible for the cleaning and removal of mud or debris left on the streets due to the building period. (Read Article 5, Section 5.1.11 for all details.)

**Other Structures:** No structure, planting or other material other than driveways, or sidewalks, shall be permitted to be placed or remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. (Read Article 5, Section 5.1.12 for all details.)

**Mailboxes:** Mailboxes are installed by the Declarant upon notification that the home is completed. The mailboxes are to be identical in design and location. If a mailbox is damaged or removed, it is the homeowner's responsible to see to it that the mailbox is repaired or replaced with the same style as originally installed and at his / her own expense. (Read Article 5, Section 5.1.13 for all details.)

## **PROVIDENCE MEADOWS** **ARCHITECTURAL RESTRICTIONS**

Article 6 lists the various Architectural Restrictions. Homeowners should read this section thoroughly if you are considering adding on to the existing structure or making improvements. Here is a synopsis of some of the Architectural restrictions. This synopsis is in no way meant to be complete or to represent the entire meaning of Article 6 of the Declaration.

**6.1.1**        **Dwelling Type:** This section specifies that only one single-family dwelling be permitted on a lot. The structure is not to exceed two stories and is to have an attached garage for at less 2 cars but no more than four cars.

**6.1.2**        **Dwelling Floor Area:** This gives you the size requirements for various homes permitted within the community.

This section also specifies that No structure shall be constructed, erected, placed or permitted to remain upon any Lot unless the Board approves the plans and specifications for such structure and location of the structure on the Lot in writing prior to construction or placement.

**6.1.3**        **Construction material:** This section gives the guidelines with regards to what materials are permitted in the construction of a Living Unit.

**6.1.4**        **Siding Materials:** All sheeting materials to be used as siding shall require prior written approval of the Board unless the siding is vinyl

**6.1.5**        **Conformance to Code:** All dwellings are to be built in compliance with the zoning laws, health regulations, and building, plumbing and electrical codes of the Township of Liberty and/or Butler County, State of Ohio.

**6.1.6**        **Living Unit Placement & Yard Grading:** This sections notes that all living units must conform to existing grade and drainage patterns and that each Lot owner and/or builder should endeavor to retain as much of the natural woods as deemed practical.

**6.1.7**        **Radio & Television Antennas:** This is the section you want to read if you are considering installing Satellite dish, Radio or Television antennas. While Satellite dishes are permitted, they are not to exceed 18" in diameter and must be located in the rear yard only. Radio or Television antennas are not to exceed the highest

point of the roof and shall be placed out of view of other residences.

- 6.1.8**      **Air Conditioning and Heat Pump Equipment:** This equipment is to be located in the side or rear yards only.
  
- 6.1.9**      **Awnings:** No metal or plastic awnings are permitted for any windows, doors or patios.
  
- 6.1.10**     **Exterior Carpeting:** No exterior carpeting shall be permitted if it is visible from the street or any neighboring lot.
  
- 6.1.11**     **Other Structures:** No above ground swimming pools are permitted. No structure of a temporary character, trailer, shack, barn, storage sheds or other outbuilding, shall be permitted on any Lot.
  
- 6.1.12**     **Fences:** Only split rail fences are permitted in the rear yard only (not to exceed the rear corner of the house) without prior Board approval. Remember that no fence is permitted to exceed the building set back line (as designated on the plat map). ALL other type of fences or enclosures must have written Board approval prior to the proceeding with installation.
  
- 6.1.13**     **Completion:** All construction on Living Units must be completed within one (1) year from the date construction started.
  
- 6.1.14**     **Storm Water:** Drainage swales shall be maintained at all times and not be filled in. Storm water must be disposed of in accordance with the drainage plans on file with the Butler County Engineer.

## **PROVIDENCE MEADOWS** **ARCHITECTURAL REVIEW SUBMITTAL GUIDELINES**

The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of the Providence Meadows Community.

The purpose of the Design Review/Alterations Review Applications is not to discourage improvements but to control the nature of improvements to those that enhance the value and conform to the overall aesthetic appearance of the Association. This control should be looked upon as a protection of your investment. The Board of Trustees and the Association Members are in favor of improvements and hope that owners will desire to personalize their homes.

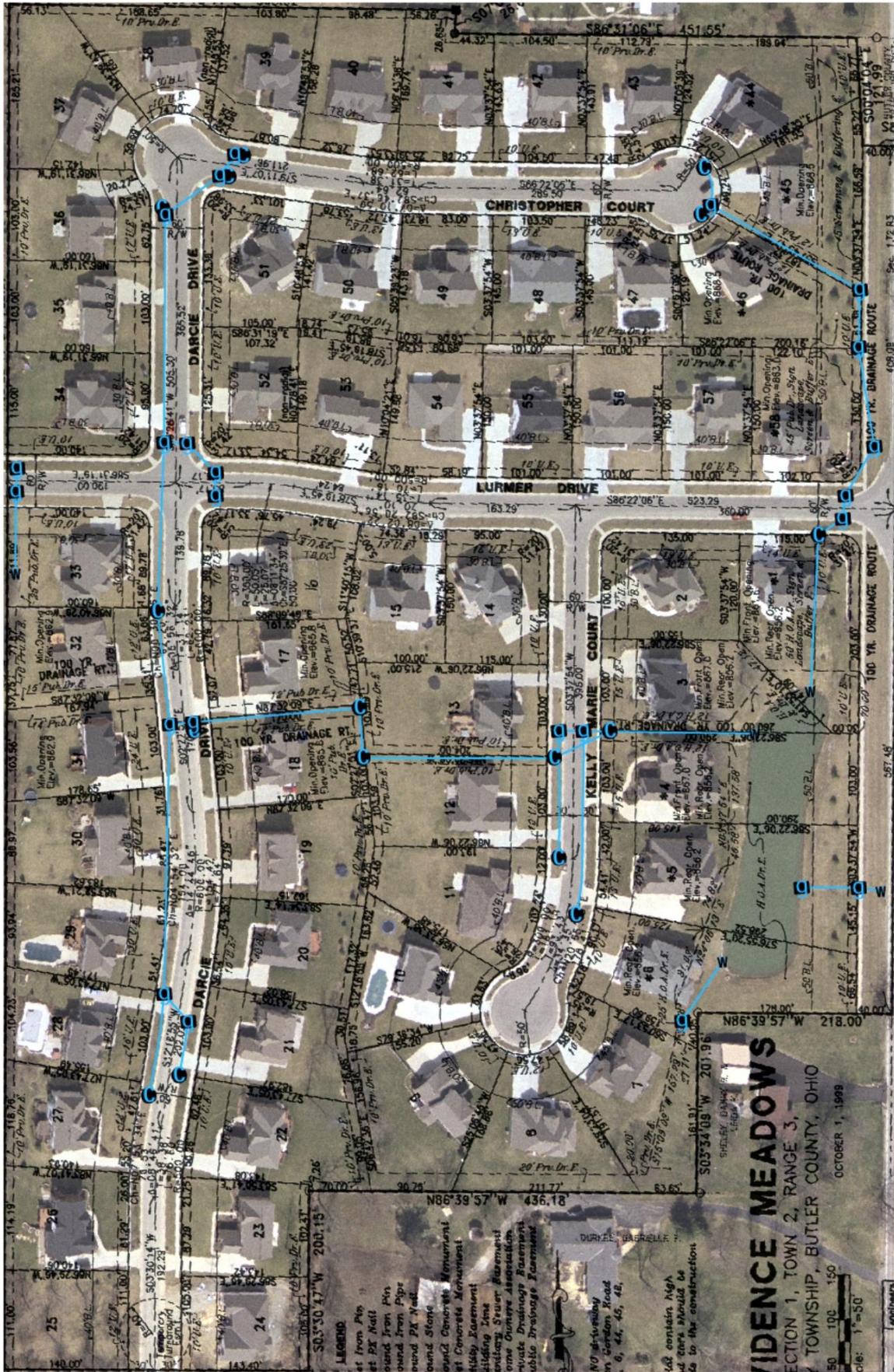
Any owner desiring to make any exterior change, improvement, or addition to his/her home must obtain approval for the change or improvement from the Architectural Review Board. All applications will be considered on an individual basis, and all reasons presented for the improvements will be weighed and evaluated, based on the following consideration.

1. .The harmony of external design and location in relation to surrounding buildings in the community.
2. .The recognition of future maintenance problems or expenditures the installation might cause the Association.
3. .Adherence to guidelines established in the Declaration.
4. .The procedures for this are as follows:
5. .Submit to the Board of Trustees a complete description of the improvement with a drawing, photograph or catalog picture specification, as necessary and attach to a completed Architectural Review Application (these are available from the Board or our website).
6. .The Architectural Review Committee will review the application and the application will be approved, disapproved or additional or alternative recommendations for the improvement will be suggested.
7. .Any change or improvement made by an owner is the responsibility of the owner for maintenance, repair and/or replacement.
8. .Unauthorized changes or improvements must be removed or restored to original condition at the discretion of the Board of Trustees and will be at the expense of the owner.

### **DISCLAIMER AND REFERRAL TO DOCUMENTS**

The Welcome Booklet is designed to familiarize owners briefly with the Homeowners' Association. A more comprehensive reference to any item concerning Providence Meadows Home Owners Association can be found in the Declaration and Articles of Incorporation recorded at the Butler County Courthouse or online at [www.providencemeadows.com](http://www.providencemeadows.com).

If you have any questions, please refer to your recorded copy of the documents for a detailed explanation or contact your Board of Trustees.



**VIDENCE MEADOWS**  
 SECTION 1, TOWN 2, RANGE 3,  
 BUTLER COUNTY, OHIO

OCTOBER 1, 1999

Scale: 1"=50'

engineer

LEGEND

- 4" Iron Pin
- 6" PE Nail
- Sand Iron Pin
- Round Iron Pipe
- Round PE Pipe
- Round Stone
- 6x6 Concrete Monument
- 4x4 Concrete Monument
- Utility Easement
- Existing Curb
- Driveway Easement
- Utility Easement
- Utility Easement
- RD driveway on Corridor Road
- 4x4 contain Neph. All work should be done to the construction