

# **THE MCALPIN OWNER & RESIDENT HANDBOOK**

**Towne Properties Asset Management Company  
Managing Agent for  
The McAlpin Condominium Association, Inc.  
(513) 751-5040**

Dear Home Owner:

On behalf of The McAlpin On Fourth Condominium Assn. and as Managing Agent for the Association, we wish to welcome you.

We are pleased to present you with this Owners' Handbook. This Handbook has been prepared for you to provide helpful information and acquaint you with the procedures, regulations and some of the policies established for The McAlpin On Fourth Condominiums.

As your Managing Agent, we are always available to answer questions or help solve problems that you might have with matters that pertain to the operation of your Association.

Sincerely,

**Towne Properties Asset Management Company**  
Managing Agent for The McAlpin On Fourth Condominium Association

*NOTE: Disclaimer and Referral to Declaration, Bylaws, and Articles of Incorporation*

*This Community Association Welcome Handbook is designed to familiarize Owners briefly with the Community Association, Management, policies, and procedures. A fuller, more comprehensive reference to any item concerning the Association can be found in the Declaration, Articles of Incorporation, and By-Laws issued to all Owners at the time they take title to their home.*

*In case of any conflict between this handbook and the documents, the Declaration, Articles of Incorporation, and By-Laws shall control.*

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

A Community Association is an organization of residents. An individual will automatically become a member with the purchase of a home within the development. 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. 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.

## **RESPONSIBILITY OF THE ASSOCIATION**

The Association protects the investment and enhances the value of the property owned by its members by providing for the physical maintenance and operation of the shared property.

The Association has other responsibilities such as enforcing the Declaration of Covenants as well as the Conditions and Restrictions of the community and setting up an effective communication system among its members.

To ensure that the Association is a well-run organization, a professional management firm has been retained by your Board of Directors as an integral part of the operation of the Association. Under current contractual agreement, the professional management staff of Towne Properties will facilitate the day-to-day operations of the Association.

Specifically, the managing agent maintains the Association's finances, its contractors, and prepares an annual budget for Board of Directors' approval.

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

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

## **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND LIENS**

When a Developer plans a project, a set of legal documents is developed, which establishes the Community Association, governs its operation, and provides rules for use of all properties in the community. The legal documents consist of the following

Declaration of Covenants

The Declaration details each Owner's property, and his/her rights and obligations in the Association.

The master regulations are important rules in your day-to-day living. They are set up to make sharing the property convenient and easy for you and all others involved, not to make things difficult. Articles of Incorporation

Establish the Association and its purpose, structure, and powers.

By-Laws

The By-Laws delineate the meetings process, election procedures, powers and duties, board meetings, committees, insurance requirements, and limited use restrictions.

## **PURPOSE OF THE BOARD OF DIRECTORS**

The purpose of the Board of Directors is to allow elected or appointed representatives of all Owners/Members to set forth and administer policies/procedures, and to make managerial decisions affecting the operation and maintenance of Association business and all commonly held real property. The Board of Directors, being duly appointed and/or elected, are recognized by the State of Ohio as officers of the Corporation (Association) and have the authority to enter into contractual obligations, carry out and enforce all provisions of the Declaration, Articles of Incorporation, and By-Laws. They may assign such responsibilities as deemed appropriate to the Managing Agent.

### **Some responsibilities of the Board:**

Establish the policies and regulations that govern the Association

Supervise and prescribe the duties of the Managing Agent

Approve the Annual Operating Budget and all expenditures made by the Association  
Maintain the common areas and structures located on common property  
Assemble Committees as deemed necessary  
Keep a complete record of corporate affairs and report to Owners  
Employ a Manager or Managing Agent, as they deem necessary, and to prescribe their duties

## **THE MANAGING AGENT**

The Managing Agent is responsible to the Board of Directors for carrying out the day-to-day operations of all Association business and commonly held real property.

The Managing Agent has specific authorization and obligations as contained within the Management Contract. Currently the McAlpin Condominium's Managing Agent is:

**Towne Properties Asset Management Company**  
**1055 St. Paul Place**  
**Cincinnati, Ohio 45202**  
**(513) 751-5040**

The Managing Agent will assign a Property (Association) Manager to the Community Association to oversee all Association business and the operation of the Community Association property.

It is also the responsibility of the Managing Agent to bid, contract, oversee, and direct all contractors, vendors, etc., servicing the Community Association under the approval of the Board of Directors.

The Managing Agent is the vehicle by which the overall administration, policies and procedures, managerial decisions, etc., of the Board of Directors, acting on behalf of all Owners/members, are carried out. The expertise and experience of a qualified management company provides the Board of Directors with the information and facts necessary to make appropriate decisions on almost all aspects of the Community Association administration and management of common real property.

## **RESERVES**

The Reserve Account is the Association's way of setting aside money for future repairs and replacements. Each month, a portion of your Home Owner's Association Fees are 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. The Reserve Account is included in the overall budget for the Association.

Your ability to sell your home can be influenced by the adequacy of, or non-existence of, Reserves set aside by the Association. Primary lenders consider Reserves for future needs a key part of a good financial policy and can consequently be more receptive to lending money in communities with a good, established Reserve Account policy.

## **FINANCIAL RECORDS POLICY**

As a general matter, based upon Ohio Revised Code 1702.15, the following documents should be open for inspection and copying:

1. Balance sheets and income statements
2. Accounts receivable lists (arrearage sheet)
3. Bank statements;
4. All executed contracts, including insurance information;
5. Unit owner names and addresses (excluding telephone numbers); and
6. Board regular and special meeting minutes, but not executive session minutes, after approval of the minutes by a majority of the board and signature by the secretary.

As a board policy, the current Balance Sheet and Income Statements will be posted to a password protected area of the McAlpin website. Although the remainder of the above items will not be posted, each are available to all owners upon request at no charge.

### Records Request Process

#### 1) RECORDS AVAILABLE FOR INSPECTION

- a) The Association's Board may withhold from inspection any records that in its reasonable business judgment would:
  - i) Constitute an unwarranted invasion of privacy;
  - ii) Constitute privileged information under the attorney-client privilege;
  - iii) Involve pending or anticipated litigation or contract negotiations; and/or
  - iv) Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee

#### 2) ALL REQUESTS FOR RECORDS MUST BE IN WRITING

- a) An owner who wants to inspect or copy the Association's records must submit a written request to the Board or Association Manager. The request must specify the particular record(s) desired, including pertinent time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested.

#### 3) ONLY OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT

- a) Every owner shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy.
- b) An owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the owner's behalf.

#### 4) RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

- a) All inspections shall take place at the Association's office or at such other location as the Board designates. No owner shall remove original records from the location where the inspection is taking place.
- b) The Association shall make records available for inspection on or before the **3rd** business day after the Association actually receives the written inspection request. This time frame may be extended if the records requested are as voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify the owner (by telephone, in person, by email, or in writing) that the records are available, and specify the time, date, and place for the inspection.
- c) No owner shall alter Association records in any manner.
- d) All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that one staff person.
- e) During an inspection, the owner may designate for copying such records by use of a tab, clip, or Post-It note upon the page(s) desired.
- f) Owners shall not exercise their inspection or copying rights to harass any other owner or resident, board member, its managing agent, officer, director, or employee.

#### 5) CHARGES FOR COPIES/INSPECTION

- a) Upon written request, owners shall be provided meeting minutes at no charge.

- b) Other than meeting minutes, the owner must pay **\$19** per page for copying regular or legal sized records. In addition, the owner must pay a minimum clerical fee of **\$10** for the copying of pages 1 through 50 plus an additional clerical fee of **\$5** for every increment of 50 pages copied thereafter.
- c) To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The owner must pay **\$24** per hour in quarter hour increments for staff attendance at the records inspection.
- d) The owner must pay the costs of copying and/or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

### **KEY FOB POLICY**

It is the responsibility of the seller to transfer all key fobs to the new owner upon the sale of a unit. All fobs are programmed with the unit number of the Owner. Fobs for non-residents (such as postal workers) will be programmed appropriately.

Any Owner with a need for additional fobs may request them through the Board of Directors. The request must be in writing and approved before additional fobs will be issued. The charge for an additional fob is \$25.

Lost key fobs can be replaced for a fee of \$25; the Managing Agent should be notified as soon as possible when a fob is lost so that it can be deactivated. Fees for lost or additional key fobs should be paid by check to the "The McAlpin On Fourth Condominium Association." Payment must be sent to Towne Properties prior to obtaining a new fob. No fobs will be issued until payment has been received.

### **THE MCALPIN COMMON AREA ELECTRIC USAGE**

Residents who may need to utilize common area electricity for routine (more than two days per month) purposes such as charging an electrical vehicle must make prior arrangements with the Managing Agent to reimburse the Association for the usage.

### **PET POLICY**

The Declaration for the McAlpin on Fourth Street Condominiums outlines Animal Restrictions. Details below are additional restrictions established by the Board of Directors above and beyond those identified in the Declaration.

All Pet Owners are responsible for **CLEANING UP AFTER THEIR PETS**.

No animal may be a nuisance by barking, howling or making loud noises so as to disturb your neighbors' rest or peaceful enjoyment of their home.

Dogs must be under leash control at all times while on common property.

No pets shall be permitted in any common area except as necessary for ingress or egress from the building

Tuesday is "pet friendly" day on the rooftop patio

Must comply to the Nuisance & Damages Enforcement policy (page 11).

### **RUBBISH ROOMS**

Tightly wrap all trash when disposing.

Rinse recyclable bottles and cans. Breakdown boxes for recycling. If items are too large for either the garbage or recycling bins, take them to the trash area located in the garage.

Rubbish rooms are shared by all residents of a floor; as a courtesy to our neighbors, excessive trash from moving or parties or events should be placed in the trash area in the garage and not left in the rubbish rooms.

Dust cups/ Bag less Vacuums should be emptied into a plastic bag and tightly wrapped when disposing.

### **Rumpke Recyclable Items**

Currently, Recycling accepts following All plastic jugs with removed be a bottle top of the must be the bottom.)



Rumpke Program the materials: bottles and lids (NOTE: To considered or a jug, the container smaller than

- Glass jars and bottles of any color
- Aluminum and steel cans
- Empty aerosol cans with lids and tips removed
- Paperboard (i.e.: cereal boxes, 12 pack containers, etc.)
- Cardboard (broken down to 3' x 3' sections)
- A variety of paper products, including
  - Office paper
  - Newspaper
  - Magazines
  - Junk Mail and envelopes (with or without windows)
  - Telephone books
  - Paper grocery bags

**Should I Put My Recyclables In A Garbage Bag?** No, please simply place your recyclable items in the cart or bin. The only exception is shredded paper, which may be placed in a clear plastic bag.

**PARKING POLICY**

The McAlpin On Fourth Condominium Declaration outlines Parking Restrictions. Details below are additional restrictions established by the Board of Directors above and beyond those identified in the Declaration.

Any owner has the authority to tow a vehicle parked in their assigned parking space. Vehicles must be park in designated parking spaces only and cannot be parked on hashed/diagonal lines adjacent to the parking space. If an owner has a complaint about a vehicle parked in a common area of the garage or in the right of way, please contact the Managing Agent in order to have the vehicle towed. Parking Policy, including Accessible Parking and resident parking space assignments, are at the sole discretion of the Board and are subject to change as the Board deems necessary.

Any resident requesting accessible parking shall do so in compliance with The McAlpin Accessible Parking Policy (outlined below) as determined or amended by the Board.

**The McAlpin Accessible Parking Space Policy**

In order to obtain an accessible parking space a Qualified Resident must make a written request for and receive an Accessible Parking Space designation by completing the Resident Request for Accessible Parking Space (see below).

As a condition to receiving an Accessible Parking Space, the qualified resident must relinquish his/her regular assigned parking space back to The McAlpin for the period he/she maintains an Accessible Parking Space. Only one Accessible Space per qualified resident will be issued and the total number of spaces issued to any household

shall not exceed the total number of parking spaces assigned to that Unit under the Declaration of Condominium Ownership for The McAlpin On Fourth Condominium.

“Qualified Resident” means a building resident who satisfies all of the following:

Owns one or more units in The McAlpin Condominiums or, if not an Owner the applicant must be a resident of the McAlpin , proven by documented evidence that The McAlpin is his/her principal residence by submitting one of the following:

Current phone bill or utility bill

Current driver’s license

Current tax return

Current passport



## The McAlpin Accessible Parking Procedure

<u>Responsible Party</u>	<u>Action Required</u>
Resident	Submit request for accessible parking
Managing Agent	Properly documented requests will be submitted for Board action.
Boad	Evaluates residents' request for Accessible Parking and determines disposition.
Board	Informs Managing Agent and the onsite service technician of decision.
Managing Agent	Informs resident of Accessible Parking space # and directs onsite service technician to mark assigned space and renumber exchanged space.
Managing Agent	Maintains records of requests, assignments and violations.

### USING THE CLUBROOM

The Clubroom is available to community members in good standing at any time. The Clubroom is also available for private social functions to Owners in good standing acting on their own behalf or acting for their tenants (See below.) Owners may instruct the Managing Agent to deal directly with a tenant. However, Owners will be responsible for any damage occurring during the use of the Clubroom (see below). Clubroom rules and regulations are as follows:

#### General Information

Clubroom restroom facilities are open for community members and guests.

While occupied, the temperature should be set at 75°F during the cooling season and 68°F during the heating season. When leaving the room during heating season, the temperature should be set to 60°F. Community members must leave the Clubroom as clean as it was before use. After private functions, the Clubroom shall be cleaned as stated under "Cleanup" (see below).

No pets shall be permitted in the Clubroom.

When leaving the Clubroom, community members are responsible for locking all exit doors, including the door to the deck.

#### Private Functions

The Clubroom is available for use by all community members in good standing. A community member may be denied use of the Clubroom for the following reasons:

Delinquency in payment of Association Assessment

History of damage to the Clubroom

History of negligence concerning Clubroom rules

Being in default of the rules or governing documents of the Association.

Reservations are made with the Managing Agent at least one week in advance of the planned function.

All dates are reserved on a first come, first served basis. The Managing Agent will provide a "Clubroom Rental Agreement" which must be completed and returned to the Managing Agent, along with a check for the refundable fee, to finalize the reservation. Each reservation requires a separate form.

**Fees:** A refundable fee of \$250 is payable at the time of the reservation. All or part of the fee may be refunded following the completion of the Clubroom Cleaning and Usage Checklist. If additional cleaning by the Managing Agents staff is necessary, charges for the additional services will be determined using the Cleaning Checklist. The McAlpin Assessment Collection Policy (below) will govern the collection of this assessment. **The Owner reserving the Clubroom (or approving a tenant reservation of the Clubroom) is financially responsible for the repair or replacement of any and all damaged items.** This responsibility will remain in effect until the manager's portion of the checklist is completed, signed and a copy is returned to you.

**Hours Available:** The Clubroom is available for private functions between 12:00 pm and 11:00 pm. If earlier access is needed for set up, this can be arranged if there is no function the preceding day.

The community member reserving the Clubroom must be in attendance for the duration of the function. He/she is responsible for the conduct of all guests.

Under no circumstances shall liquor be sold at any function.

**Cleanup:** It is the responsibility of the resident reserving the Clubroom to immediately tour the Clubroom at their first access prior to the function. Residents should assess the Clubroom per the **Cleaning and Usage Checklist:** Prior to use to report any soiled, missing, or damaged items prior to the function. This can be done by phone at any time. If the office is closed, the community member must leave a detailed message with the answering service for the Managing Agent.

Cleanup is to be performed by the community member who reserved the room no later than 10:30 AM on the day following the event, in accordance with the Cleaning & Usage Checklist (below). Damage must be reported by 10:30 AM with intention to repair or replace. If the deck area is used during the function, the tasks listed below pertain to the deck as well. (The deck **cannot** be reserved.)

All tasks are to be performed as needed.

Return all furnishings to their original locations

Wash counters and sinks

Clean refrigerator inside and out

Clean tables and chairs

Clean smudges and spills from ledges, rails, walls, woodwork and cabinets

Vacuum carpeted areas and upholstered furniture

Sweep and/or mop floors

Clean restrooms

Remove all waste and food

The completed copy of the Cleaning and Usage Checklist is to be left on the kitchen counter top after cleanup for use by the Managing Agent during the "after the party" checkout.

## **STORAGE POLICY**

Each Owner may store items in their assigned storage cage. There are to be no personal items stored in the common areas. Common areas include but are not limited to the garage, the lobby, mailroom and common hallways.

Only vehicles are permitted to be stored in parking spaces assigned to each unit. Bikes must be kept in bike racks provided by the Association.

Any items placed in storage in common areas or parking spaces and not approved by the board are subject to immediate disposal at the unit owner's expense. To prevent this from occurring, store items only in your assigned storage cage.

## **MOVE IN/OUT, ELEVATOR & CONSTRUCTION POLICY** *(updated August 2021)*

Move In/Move Out, Construction, or remodeling that can be heard in adjacent condominiums is limited to the following hours: 8 AM to 5 PM, **Monday through Friday only**

- A Condominium Owner may reserve one elevator for purposes of construction, delivery, or move in/out from Monday through Friday and from 8am to 5pm only. Reserving of the elevator before or after these times or on weekends is not allowed, and is strictly enforced. At no time will two elevators be allowed to be reserved.
- Access to the building/elevator for these purposes is permitted only through the Ogden Alley garage entrance (not 4<sup>th</sup> Street).
- If moving vehicle parking in the alley is necessary, in order to assure that we can obtain the proper city parking permit in this No Parking Zone, a request with the Front Desk Associate is necessary one week in advance.
- At no time can any external entrance door be left open without active close-proximity monitoring to keep non-residents from entering. This is a serious security concern- violations can result in immediate loss of access by movers/contractors.
- Contractors and movers are not authorized at any point to use rolling carts marked "Residents Use Only". If available, carts marked "Contractors Use" can be used. Cart shelf capacity is 250 lbs per shelf- they will/have collapsed/broken. Significant damage to any cart will be billed to the Condominium Owner.
- Condominium Owner and "Owner with Tenants" must schedule move in/out's one week in advance with the Front Desk Associate and make payment of a \$150 non-refundable Administration fee. Any special considerations should be noted at that time.
- Condominium Owners who need to reserve an elevator for their contractors/workmen to transport materials need to provide 5 days advance notice with the Front Desk Associate and make payment of a \$150 non-refundable Administration fee. Any special considerations should be noted at that time.
- A non-refundable Administration fee is charged to all move-in and move-out events, as well as elevator reservations not associated with a move-in/out. This fee is charged to primarily offset administrative costs related to the moving process. Property management staff will setup/takedown provided elevator protective products, as well as coordinate the use of an elevator lockout key if desired. The Administration fee is charged regardless of the degree to which the elevator or garage doors are used. This Administration fee does not provide coverage of any cleanup or repair services. For any cleanup efforts or repairs that are required as a result of moving or reserving elevator, additional fees will be applied at the discretion of the Board of Directors and will be billed to the Condominium Owner. The Administration fee does not provide for any physical moving assistance or garage door monitoring.
- The Condominium Owner will be responsible for any damage to the elevator cab and common areas that occurs during the transportation of materials or equipment to their unit for work by any contractors or repairmen.
- When using the elevator, please refrain from using your hand or similar to repeatedly engage the emergency door retraction mechanism as it could damage the door. Using the "open door" button or having a larger barrier in the doorway is a better way to keep the door open. If you have been provided a key, a manual door open setting should be used when door is needed to be held for longer periods.

## **RULES & PROCEDURES FOR CONTRACTORS & REPAIRMEN**

Whereas the McAlpin on Fourth Owners' Association, Inc. has established rules and procedures for contractors and repairmen working at the McAlpin on Fourth Condominium to avoid disturbances of neighbors and/or untidiness/damage to common areas. In accordance with Section 6.1, paragraph A, Rules and Regulations of the Bylaws of McAlpin on Fourth Condominium Owners' Association, the McAlpin on Fourth Condominium Owners' Association Board of Directors established the following Rules and Procedures for contractors and repairman, adopted by electronic vote on Oct. 1, 2014.

To avoid nuisances and disturbances of other condominium residents, damage or the need for additional cleaning of the association's common areas, the following rules and procedures for contractors and repairmen have been adopted:

1. Contractor(s) and repairmen must sign in and out at the front desk each day.
2. A contractor badge(s) will be issued and must be visibly worn while in the building's common areas.
3. Protective Booties will be issued and must be worn while in the building's common areas.
4. Contractor(s) and repairmen permitted working hours are **8:00 AM-5:00 PM, Monday through Friday**, except during emergencies.
5. The Property (Association) Manager must be notified to take fire alarm off line anytime there is any chance the work may trigger the fire alarm/sprinkler systems.
6. If an elevator needs to be reserved, **5 days advance notice** is needed and should be coordinated with Property (Association) Manager. The Property (Association) Manager can arrange for elevator padding to be installed when potential damage may occur to elevator cab. **Unit owner will be responsible for any damage to the elevator cab that occurs during the transportation of materials or equipment to their unit for work by any contractors or repairmen.**
7. Any damages or messes left by a unit owner's contractor(s) or workmen and any costs associated with damages or messes left by their contractor(s) in the common areas **will be charged to the unit owner's account or taken from the refundable deposit.**
8. Work on, or in, the common use areas require **prior advance written approval from the Board of Directors.** Common use areas may not be used for a staging area for sawing, drilling, assembly, etc.
9. To avoid odors or fumes becoming a nuisance to neighbors, sufficient ventilation must be provided whenever paint, polyurethane, glues, solvent, etc., are used or applied.
10. All tools, materials, supplies and equipment must enter and exit building through the Ogden Place garage door. **Garage door access is for loading/unloading only** and parking inside the garage is prohibited, unless provided by unit owner in his or her assigned space.
11. Unit owner is responsible for ensuring that contractors and workmen secure the garage entry/exit during construction material deliveries. **Garage doors cannot be left unattended when in the open position.**
12. Residential carts are for individual condominium use only and are not to be used by Contractors and workmen.
13. Unit owner is responsible for ensuring that all construction debris is removed from the unit/building by the contractor/workmen. Trash containers in building are for residents' use only. Please coordinate any dumpster use with the Property (Association) Manager.
14. The McAlpin on Fourth is a smoke-free property and smoking is not permitted in any of the Association's common areas. **Unit owners may be fined if contractors/workmen for their unit smoke within the property.**
15. Individual condominium owner/resident will make available and provide for restroom facilities. The common area bathrooms (1st floor and 5th floor) are not to be used for construction crews.
16. The McAlpin on Fourth Condominium Owners' Association reserves the right to amend these rules and procedures without further notice.

## **DECK POLICY**

Deck closes at 11:00 p.m. Sunday through Thursday and 12 a.m. (midnight) Friday and Saturday.

There is NO SMOKING allowed on the deck.

A parent, guardian or babysitter must accompany children under 14 years in the deck area.

No pets or animals of any kind are permitted in or around the deck area other than on Tuesdays (see **Pet Policy, page 5**).

The deck is open to all tenants and Owners and their guest(s) with a resident present.

Deck use includes normal back yard recreational usage, including games, social gatherings and music providing that use does not put the common area property or equipment at risk of damage.

Deck furniture may not be removed from the deck area. Tables and chairs should be returned to original location after use. Failure to comply with this policy, resulting in damage to the common area and furnishings, will be assessed to the violators.

The deck may **NOT** be reserved for individual private parties.

Cleaning of the grill and replacement of the grill cover (when cooled) is required after use.

The Nuisance and Damages Assessment Policy applies to deck usage. Please be respectful to all residents.

Maximum permissible sound levels will be governed by city ordinance. Current city ordinances below; however, any changes in the city ordinance supersede the ordinance below. If nuisance requires immediate action please notify the police and follow-up with Managing Agent the next business day.

*Leq dB (A)—A sound meter reading taken over a minimum of a six minute period producing an average reading of the limits listed in Tables 1 below, and shall be measured at or within the boundaries of the receiving or affected property or immediately adjacent to the property of the noise source. When instrumentation cannot be placed within these boundaries, the measurement shall be made as close thereto as is reasonable.*

<i>Receiving or Affected Property Zone District:</i>	<i>7 am – 12 am Sunday-Thursday</i>	<i>7 am – 12 am Friday-Saturday</i>
<i>Single Family (SF), Residential (RFR, RM or RMX), or Institutional (IR)</i>	<i>60*</i>	<i>65*</i>

*\*For reference, 60 db is normal conversation level*

## **NUISANCE & DAMAGES ENFORCEMENT POLICY**

When a violation occurs, a warning letter will be sent to the resident advising of the violation.

A \$250 fine will be assessed if the violation has not been corrected after 30 days of the warning letter or if a second violation occurs.

An additional \$500 fine will be assess if the violation has not been corrected after 60days of the warning letter or if a third violation occurs.

An additional \$1,000 fine will be assessed if the violation has not been corrected after 90 days of the date of the warning letter or if a fourth violation occurs.

Any resident found breaching building security (e.g. disengaging the front door entry bar or using a rug to prop the front door open) will be fined \$500. Legal action will be taken if a second violation occurs.

A lien will be placed on the property if the fines have not been paid, and ifthe violation has not been corrected within 120 day, fines will be assessed at the Board’s discretion.

All legal fees incurred by the Association as a result of noncompliance will be the responsibility of the Homeowner.

**Damages:** Cost of Damage for repairs will be assessed to the Owner who created the damage; the Board or its Managing Agent will have inspection and approval rights for any assessed damage and related repairs. The individual responsible for the damage will be given the right to appeal per Ohio Revised Code statutes however, the option to repair damage himself will not be available if that damage requires immediate attention. An owner will assume responsibility for any damages caused by tenants or guests of their unit.

## **OPEN HOUSE FOR SALE OF UNIT**

To protect both the privacy and security of building residents, the following rules apply to any Open House conducted by either a Realtor or Owner in conjunction with the sale of a property.

The Managing Agent must be notified a minimum of one week before a sales open house is planned.

All residents who have provided an e-mail address to the Managing Agent will be notified that a sales open house is scheduled, the date and time, and the unit # where it is occurring.

Open house guests do not have free access to any common areas of the building and must be escorted by the Owner, Realtor, or a representative at all times.

Guests will be either “buzzed” in or the open house firm will provide a person to open the front door.

Any general open houses such as the “Tour of Downtown” or similar events must have prior board approval before the building can be advertised as an open event.

## **ASSESSMENT COLLECTION POLICY**

Assessments are levied in accordance with Article XV of the Declaration of Condominium Ownership for The McAlpin Condominium, for the purpose of preserving, protecting, and promoting the physical and environmental qualities of the properties that are subject to the Declaration. Currently, there are two assessments that each unit Owner is responsible to pay. They are the “Annual Operating Assessment” (Monthly Condo Fee) and the “Special Individual Unit Assessment” (the distribution of water, sewer, and gas charges to each unit).

It is important for the fiscal soundness of the Association that the Assessments are paid promptly. In the event of a delinquency, the following actions will be taken consistent with the Declaration of the Condominium Association, Ohio Revised Code 5311, and the responsibilities inherent in the deed each Owner acquired with the purchase of their property:

### **First Notice**

Mailed on the fifteenth (15th) day of the month to any Owner who has not paid an Assessment in full. A late fee of \$25.00 is charged for any payment that is received after the 15th day of the month in which it is due. All payments received will be first applied to the oldest unpaid late charges then the oldest late assessment.

### **Final Notice**

Mailed on the twentieth (20th) day of the following month to any Owner who is fifty (50) days delinquent. This notice requires full payment of all Assessments and late fees. Interest will be charged at the maximum interest rate allowed by law beginning on the 30th day the payment is overdue. If full payment is not made as demanded, a lien will be recorded against the property without further notice to the Owner. Any payments received will be credited to the amount owed in the following sequence:

- Accrued interest
- Late fees
- Reimbursement to association for collection fees
- Original assessment
- Lien

When any amount due for an Assessment or unpaid interest or late fee(s) is outstanding for a period of more than sixty (60) days, a lien will be recorded against the Owner’s property.

### **Foreclosure**

Any lien remaining unpaid for sixty (60) days may be foreclosed in legal action by the Directors of the Association as authorized by the Declaration and/or by law. In addition to all unpaid Assessments and late fees, the Owner will be liable for all legal expenses, including attorney’s fees and court costs that the Association is called upon to pay.

## **ANNUAL MEETING**

The annual meeting is a meeting of Homeowners, held for the primary purpose of electing Members to the Board of Directors.

Annual Meeting Procedures

Notices for the annual meeting should be mailed to each Owner at least 15 days before the meeting.

October 2021

Notices will inform each Owner as to the purpose (i.e. election of Board Members), date, time, and location of the meeting.

An agenda will define the date, time, and place of the meeting, as well as those items described in the By-Laws and/or any additional items such as By-Law change vote, etc.

**In addition, the agenda should allow time for each Board candidate to address the meeting.**

## **HELPFUL CONTACT INFORMATION**

### **Towne Properties**

Property (Association) Manager

Towne Properties

513-751-5040 X1591

**After hours emergencies only, please call 513-751-5040**

### **Insurance**

Marsh & McLennon

Kathy Bogenschutz

[kathleen.bogenschutz@marshmma.com](mailto:kathleen.bogenschutz@marshmma.com)

513-310-7217 mobile

Owners are reminded they are responsible for personal contents and any portion of the interior of their unit i.e. HO6 or condominium policy

## FOLLOWING PAGES ARE FORMS & APPLICATIONS

### McAlpin on Fourth Condominium Association

#### CLUBROOM RULES AND POLICIES

**Clubroom**-The McAlpin on Fourth Clubroom is available to Home Owners in good standing at any time. The Clubroom is also available for private social functions to Owners in good standing acting on their own behalf or acting for their tenants. To reserve the clubroom, contact the Clubroom Coordinator well in advance of your function date to insure your reservation. (See III, below). Owners may instruct the Managing Agent to deal directly with a tenant. However, Owners will be responsible for any damage occurring during the use of the Clubroom (see III, below). A copy of the rules and regulations are as follows:

#### I. General Information

1. Clubroom restroom facilities are open for Home Owners.
2. Clubroom is available for use as stated under "Private Functions". (See III)
3. Temperature settings should be set at 75 degrees in the summer months and 68 degrees in the winter months during private functions.
4. Clubroom shall be cleaned as stated under "Cleaning".
5. **No pets** shall be permitted in the Clubroom.

#### II. Special Cleaning

Performed by homeowners reserving clubroom

Schedule:

After any private function

All such cleaning must be completed by 10:30 a.m. of the day following the event or function

Scope of Work:

Return all furnishings to their places.

Wash counters and sinks

Clean appliances; inside and outside

Clean tables and chairs

Clean smudges and spills from Glass, ledges, rails, walls, woodwork and cabinets

Vacuum carpeted areas and upholstered furniture



Sweep and/or mop floors as needed  
Clean restrooms  
Remove all waste and food from clubroom and clubroom area  
Any damage must be reported by 10:30 A.M. the following day with intention to repair

### III. **Private Functions:**

1. The Clubroom is available for use by all homeowners in good standing.
2. A homeowner may be denied use of the Clubroom for the following reasons:  
Delinquency in payment of Association Assessment  
History of damage to the Clubroom  
History of negligence concerning Clubroom rules  
Other reasons deemed substantial by the Board of Directors  
The Board of Directors must approve any denials of use by a homeowner.
3. Reservations are made by contacting the Clubroom Coordinator no less than fourteen (14) days nor more than sixty (60) days in advance of the date of the functions. All dates are reserved on a first come, first serve basis. A "Clubroom Rental Agreement" is enclosed. This form must be completed and returned to the Clubroom Coordinator.  
In the event a member wishes to reserve more than one (1) date within the sixty (60) day period, the Clubroom Coordinator must receive a separate request form for each date requested.
4. **Fees:**  
\$250.00 Security Deposit. Please make checks payable to:  
The McAlpin on Fourth Condominium Association.
5. **Hours Available:** The Clubroom is available for private functions between the hours of 12:00 p.m. and 11:00 p.m. If earlier access is needed for set up for a noon function or earlier, this can be arranged for if there is no function the preceding day or as can be arranged with the using parties and the Clubroom Coordinator. All functions must be over by 11:00 p.m.
6. The homeowner(s) reserving the clubroom **must be in attendance** for the duration of the function. He/she is responsible for the conduct of all guests.
7. Under no circumstances shall liquor be **sold** at any function.
8. The homeowners reserving the Clubroom is responsible for cleaning it after use in accordance with the "Cleaning and Usage Checklist" provided by the Clubroom Coordinator. Failure to clean the Clubroom satisfactorily will result in forfeiture of all or part of the security deposit. Cleanup is to be performed by the homeowner who reserved the room no later than 10:30 AM on the day following the event, in accordance with the Cleaning & Usage Checklist (below). Damage must be reported by 10:30 AM with intention to repair or replace. **If the deck area is used during the function, the tasks listed in the "Cleaning and Usage Checklist" pertain to the deck as well.**(Note that the deck cannot be reserved)
9. **Clubroom Property** A copy of the Cleaning and Usage Checklist is attached for your use. It is the responsibility of the homeowner reserving the Clubroom to tour the Clubroom prior to their function. It is imperative the Homeowner thoroughly inspect the Clubroom and note on the checklist any soiled or damaged items. Assessments for damage or loss of Clubroom property will be based on the visual inspection and review of the "Cleaning & Usage Checklist" by the member and the reporting of missing items or of damage to the Clubroom Coordinator prior to the function. This can be done by phone, 612-8090 at any time. If the Clubroom Coordinator is not available, leave a detailed message with the answering service for the Clubroom Coordinator. Leave your copy of the checklist on the kitchen counter top for use by the Clubroom Coordinator for their "after the party" checkout. The Homeowner reserving the Clubroom is responsible for the payment of repair or replacement of any and all damaged items.

This responsibility will remain in effect until the Clubroom Coordinator completes their portion of the checklist signed and returned to the Homeowner.

10. **Building Security:** There is a **zero tolerance** policy for any resident who compromises building security to facilitate guests' access (disabling the front door security bar, propping open the front door with a mat, etc.). A \$500 fine will be assessed on the owner/tenant for a first offense. Legal action will be taken if a second violation occurs.

**THE CLUBROOM COORDINATOR IS THE Property (Association) MANAGER,  
THE MCALPIN ON FOURTH CONDOMINIUM  
513-751-5040 X1591**

**MCALPIN ON FOURTH CONDOMINIUM ASSOCIATION**  
**CLUBROOM RENTAL AGREEMENT**

This Agreement between Homeowners Association of the McAlpin on Fourth Condominium and the Association Homeowner for the rental of its Clubroom, for a private function, shall be in accordance with the Rules and Regulations and are a part thereof.

Requested by: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Function: \_\_\_\_\_ Time: From: \_\_\_\_\_ To: \_\_\_\_\_

Member will:

Serve Food (Y) (N)    Liquor (Y) (N) Note: Liquor is not to be sold on the premises at any time.

Use Kitchen (Y) (N)    Having Dancing (Y) (N)    Have Music (Y) (N)

If "Yes" state type: (Band, Stereo, etc.) \_\_\_\_\_

All requests are subject to the approval of the Board of Directors. Requests may be submitted no sooner than 60 days in advance of the requested date, and reservations will be granted on a first come basis.

The Homeowner reserving the clubroom is responsible for the payment of repair or replacement of all clubroom property damaged or lost during the function. This responsibility shall remain in effect until the Clubroom Coordinator completes their portion of the checklist.

**I understand and agree to abide by the above rules and regulations and understand that I am responsible for any loss or damage of Clubroom/Mezzanine property, which may occur as a result of this function.**

This AGREEMENT entered into on (date) \_\_\_\_\_

Signature of Homeowner \_\_\_\_\_

Approved by Clubroom Coordinator \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Date and Time of Function: \_\_\_\_\_

Date & Time of Inspection: \_\_\_\_\_

Name of Clubroom Coordinator: \_\_\_\_\_

**McAlpin on Fourth Condominium Homeowners Association**

Please note the mezzanine level is considered part of the clubroom and will be included as part of the Homeowner reserving clubroom /cleaning

## CLEANING AND USAGE CHECKLIST

	Acceptable	Note exception	Minimum charge when unacceptable
<b>1. KITCHEN: Clean &amp; empty refrigerator, clean stove, sink, microwave &amp; counter tops. Sweep &amp; mop floor.</b>			<b>\$100.00</b>
<b>2. RESTROOMS: Clean toilets, wash basins, mirrors. Sweep &amp; mop floor.</b>			<b>\$20.00</b>
<b>3. GENERAL CLEANING: Cleanspills from tables, chairs, windows and stair ledges &amp; stair rails. Wipes mudges from all glass &amp; walls. Check plants for debris.</b>			<b>\$30.00</b>
<b>4. VACUUM: Vacuum carpet, make sure areas under furniture are clean. Vacuum upholstered furniture, make certain to clean under cushions.</b>			<b>\$10.00</b>
<b>5. GARBAGE REMOVAL: Empty &amp; clean all trash cans. Remove all trash from clubroom. Replace all plastic bag liners if they have been removed.</b>			<b>\$20.00</b>
<b>6. FOOD: Remove all food from refrigerator.</b>			<b>\$20.00</b>
<b>7. END: Close clubroom by 11 pm</b>			<b>\$100.00</b>

Homeowner signature: .....

Comments: .....

**UNIT IMPROVEMENT APPLICATION**  
**THE MCALPIN CONDOMINIUM ASSOCIATION**

**WHEN DO YOU FILE AN IMPROVEMENT APPLICATION?**

An application form **MUST** be submitted for any construction or addition/modification to your unit that infringes upon or impacts any “common element” or “limited common element” of the building, or involves the modification of any exterior surface of your unit. If in doubt about your particular project, contact Towne Properties at (513) 751-5040.

**WHAT IS THE OBJECT OF THIS FORM?**

The object of requiring a Homeowner to file an improvement application with the Board is two-fold:

1. To insure that your planned improvement conforms to the Association's Declaration, has no impact upon the common elements of the association or of an adjoining unit, maintains the architectural harmony of the Community, and in no way inconveniences your fellow homeowners.
2. To enable the Association to determine what information and assistance it can give in order to expedite completion of your planned improvement.

Unit Owners Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Specific Details of Requested Improvement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**A SCALE drawing of all improvements must be submitted and attached to the application to show the exact location and dimensions.**

I understand the rules concerning the proposed improvement. I agree to abide by the rules established by the Association and will be solely liable for any upkeep, maintenance, or repairs required by the construction of this improvement.

**I further agree to obtain all licenses and/or building permits required and to meet all legal requirements for building codes.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Date Received:** \_\_\_\_\_ **Received by:** \_\_\_\_\_

**Date Approved:** \_\_\_\_\_

**Date Disapproved:** \_\_\_\_\_ **Date Letter Sent:** \_\_\_\_\_

**Special Details or provisions for approval:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Return Completed Form To:** *Property (Association)Manager, McAlpin on Fourth*