

RESIDENT HANDBOOK
FOR

Squire Valley
Homeowners Association

Revision Date
05/15/11

Prepared by
Towne Properties Asset Management Co.
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Welcome to Community Living...

Congratulations on the selection of Squire Valley Landominums as your home. It is our wish that you will find, as so many others have, condominium living the most convenient form of home ownership today, as well as being a sound investment.

To promote your enjoyment of community living, this booklet has been prepared for you to provide helpful information and instructed as to the policies and procedures your Association Board and your Management Company will be following to best serve each of you as residents of Squire Valley.

It is the purpose of your Association Board to maintain, protect and enhance the value of your home and your lifestyle in Squire Valley. In addition, it is the purpose and promise of your Management Company to assist the Board in upholding these responsibilities while maintaining the atmosphere of welcome and comfort to all residents and their guests.

SINCERELY,

**THE BOARD MEMBERS OF
SQUIRE VALLEY HOMEOWNERS ASSOCIATION, INC.**

AND

**THE PROFESSIONAL STAFF OF
TOWNE PROPERTIES ASSET MANAGEMENT - MANAGING AGENT**

DISCLAIMER AND REFERRAL TO DOCUMENTS

The Information Package is designed to briefly familiarize residents with the Association, Management and Policies and Procedures of Squire Valley. In addition to this Handbook, there are several other documents governing your community, namely, the Declaration of Covenants, Articles of Incorporation, and By-Laws.

The Declaration of Covenants details each owner's property rights and the conditions on use of his property, and his rights and obligations in the Association. The master regulations are important rules in your day-to-day living and are designed to make the sharing of property convenient and easy for each homeowner, not more difficult.

The Articles of Incorporation establish the Association and its purpose, structure, and powers.

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

A fuller, more comprehensive reference to any item concerning Squire Valley Homeowners' Association, Inc. can be found in the Articles of Incorporation, Declaration and By-Laws.

In the case of any conflict between this Resident Handbook and the Articles of Incorporation, Declaration or By-Laws, the Articles of Incorporation, Declaration or By-Laws shall control.

If you have any questions, please refer to your documents for further explanation or contact the Management office or a member of the Board. If you do not have a copy of the Articles of Incorporation or the By-Laws, please contact the Management office. Copies will be provided at a minimal cost to cover reproduction expenses.

Retaining these documents, understanding them, and explaining them to temporary residents of your Homeowners Association are essential to the management of Squire Valley. Your cooperation will assist the overall management for the community and will contribute to the Association's effort in reducing overall expenses.

GENERAL INFORMATION

Squire Valley Homeowners' Association, Inc. is the corporation filed with the State of Kentucky under a not-for-profit status formed for the purpose of administering Association business and the operation of all commonly held real property.

Each homeowner in the Association owns a percentage of ownership in all common areas and will automatically become a voting member in the Association on the date of transfer of ownership recorded in the County Clerk's office. Each home has one vote. However, voting rights only pertain to issues that come before the entire membership and do not pertain to regular issues that come before the Board.

Annual Meetings

The Association generally holds an annual meeting for all its members to facilitate elections, vote upon special Association business items, and for disclosure of the year's financial positions. Each owner will receive written notice of the meeting date, time and place at least fifteen (15) days prior to the date of the meeting.

The order of business at Association meeting will typically be as follows:

1. Calling of Meeting to Order
2. Proof of Notice of Meeting or Waiver of Notice
3. Approval of Minutes
4. Reports of Officers
5. Election of Board (when appropriate)
6. Unfinished and/or Old Business
7. New Business
8. Adjournment

Any member who wants to request an item of business be placed on the agenda should notify, in writing, the Management office stating the item of business and reason for the request. Such request must be signed by the owner/member with the appropriate unit number. All requests should be made in writing (using the Service Request Form) at least ten (10) working days prior to the meeting date (whenever possible).

Board Meetings

In addition to the annual meeting, the Board generally meets on a regular basis, typically every other month during the spring, summer and fall. No meetings are held during the winter period. To obtain information on the date, time and location of the Board meetings, please contact Towne Properties or a member of the Board.

BOARD OF DIRECTORS, OFFICERS AND RESPONSIBILITIES

The functions of the Directors and Officers are to be as follows:

President - The President shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out.

Vice President - The Vice-President shall act in the place of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the corporation together with their addresses, and shall perform such other duties as required by the Board.

Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the corporation and shall disburse such funds as directed by resolution of the Board; keep proper books of account; cause an annual audit of the corporation's books to be made by a public accountant at the completion of each fiscal year if directed by the Board; and shall prepare an annual budget and a statement of income and expenditures, a copy of which shall be given to each member at the corporation's regular annual meeting.

Member-at-Large - Voting member to insure a majority vote.

In the event of a professional management company has been hired by the Board on behalf of the Association, the management company may perform all or some of the duties as described herein.

Current Board of Directors:

John Toebben
Dan Salter
Mark MacDonald
Rick Coomes
Jack Malone

COMMITTEES AND OTHER POSITIONS

Committees – Committees required to support the responsibilities of a Director or the Board will be organized as needed. Specific duties of a Committee will be determined by the Board. The following represents a list of those committees generally established and the specific responsibilities of such.

Director/Chairperson – The head of any committee formed to handle specific directives of the Board of Directors.

Architectural, Landscaping and Maintenance – The Architectural, Landscaping and Maintenance Committee (currently the Board) is responsible for all community activities that affect the Architectural, Landscaping and Maintenance of the community. Specifically, these responsibilities are as follows:

1. Acceptance and expedient handling of any proposed architectural changes to the exterior of any unit or buildings.
2. Respond to problems or questions concerning landscaping, including grass cutting, mulching, fertilizing, clean up, flowers, shrubs or tree planting.
3. Respond to problems or questions concerning snow removal during the winter season (if applicable).

Social – The Social Director is responsible for ascertaining what social events the resident owners wish to support and engage in.

To encourage community input and participation, it will be advantageous to have volunteers to serve on a committee to assist the Social Director in establishing an agenda of social events that are of interest to the community. Additional volunteers may be required for some activities.

MANAGING AGENT

The Management Company for Squire Valley is responsible to the Board for carrying out the day-to-day operations of all Association business and commonly held real property.

The Managing Company has specific authorization and obligations as contained within the management contract. The management contract will generally run for a period of one to three years.

YOUR MANAGEMENT COMPANY IS:

**Towne Properties Asset Management Company
500 Thomas More Parkway
Crestview Hills, Kentucky 41017**

Telephone: 859-291-5858 Fax: 859-291-7767

The Management Company will assign a Property Manager to the condominium property to oversee all Association business, employees and the operation of the community.

Property Manager:

**Nancy L. Caywood, CAM, CMCA
Email: NancyC@tp1.com**

Administrative Assistant:

**Debbie Zai
Email: DebbieZ@tp1.com**

Telephone: 859-291-5858 Fax: 859-291-7767

The Property Manager and Management Company will select, oversee and direct all employees and sub-contractors including, but not limited to; on-site personnel (if applicable); maintenance personnel; grounds personnel & contractors' work.

It is also the responsibility of the Property Manager to bid, contract, oversee and direct all contractors, vendors, etc. servicing the community under the approval of the Board. The Agent is also responsible for the collection of fees, payment of all bills and assisting the Board in preparation of the yearly budget.

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

WHAT IS AN ASSOCIATION EMERGENCY?

Our emergency number is (859) 291-5858. In any emergency situation for which the Association is responsible, please call this number and leave a message with the answering service, they then will pass the message along to the appropriate party. The following are considered emergency situations and management should be contacted as soon as possible should any of them occur:

- Fire or any condition that may cause a fire (note: call fire department first)
- Any condition that might damage exterior property (i.e. fallen trees on roof, decks, etc).
- Any condition or problem that you feel could lead to injury of self or others

Other situations, such as those listed below, may arise for which the Association does not assume responsibility. Please contact the appropriate parties.

- No heat in winter (HVAC contractor of your choice)
- Frozen pipes (Northern Kentucky Water District 578-9898)
- No Water (Northern Kentucky Water District 578-9898)
- No electricity (Cinergy 651-4182)
- A plumbing leak or sewer stoppage (plumbing contractor of your choice)
- No telephone service (Cincinnati Bell 611)
- No cable service (Insight 431-0300)

MAINTENANCE AND IMPROVEMENT PROCEDURES

GENERAL:

Limited Common Areas: Limited common areas or Limited Common Elements means and refers to those Common Areas, which are reserved by the Declaration, by the floor plans, by the Developer, or by agreement of all of the owners, for the use of the other units. Limited Common Areas include any garage, any balcony, any heat pump and all other apparatus and installations built or set up to serve only a certain Unit of a certain group of Units.

Common Areas: Common areas or community facilities all real and personal property owned or maintained by the Association for the benefit, use and enjoyment of its members collectively. The responsibility for maintaining, repairing, or replacing common areas is to be borne by the Association, which expenses are to be covered by the monthly maintenance fee paid by each homeowner. Common areas of Squire Valley include, but are not limited to, clubhouse utilities and phone, clubhouse cleaning and maintenance, water/sewer, electric, pool maintenance, tennis court maintenance, lawn, tree, shrub and mulch bed maintenance, lake maintenance, insurance, taxes and auditing, legal, administrative miscellaneous expense such as copies and postage, routine maintenance, management fees and reserve funding.

The Management Company according to the guidelines established by the Board for the Association normally handles daily, weekly and periodic common area maintenance and operations. The exceptions to this are those services needing to be performed by professional contractors or companies specializing in the area of expertise required. In some instances, outside contractors may be used for jobs.

When a particular job requires the use of outside contractors or companies, a bidding process is generally used whereby job specifications are written and a minimum of three contractors are solicited to submit bids by a specified deadline. The bids are reviewed by the Management Company and if over the predetermined spending limit, the bids will be presented to the members of the Board for review, discussion and a vote to determine the bid deemed to be the more desirable from the standpoint of qualifications, reputation, timely completion dates, adequate insurance coverage and other pertinent factors.

Following is a brief description of various building services and the method by which they are normally performed.

Grounds Care: Lawn and shrub areas maintained during spring and summer months by an independent contracting company. The contract is typically awarded yearly and the work is performed according to the terms and specifications of the contract.

Owner Liability for Damage to Common Area: Each unit owner is responsible for any repair or replacement, at his own expense, to any common area that is damaged by either himself or any member of his family, or by any invitees, employees or guests of the unit owner.

Snow Removal: Snow removal and salting is performed by the City of Villa Hills on public roads only.

Trash Collection: Trash collection is handled by a city-contracted service on Wednesday (regular pickup). If you should have any problems/concerns, please report them to the City of Villa Hills at 341-1515. All garbage containers must be removed by Thursday evening and may not be set out earlier than Tuesday evening. Items for recycling are picked up on Monday.

It is the opinion of the Management Company that each area of operations for the maintaining of the common areas has been well planned and scheduled. However, if you should become aware of a condition that needs attention, please complete a Service Request Form and mail it to the Management office at your earliest convenience so the matter may be promptly addressed.

MAINTENANCE AND IMPROVEMENT PROCEDURES (CONT.)

If you should have occasion to want to make a suggestion concerning the operation, service or appearance of any common area, please use the Service Request Form included herein and mail it to the Management office. Your request, idea or suggestion will be brought before the Board at the next regularly scheduled meeting. All requests should be submitted in writing at least ten (10) days (whenever possible) prior to regular meeting dates in order to be placed on the agenda for that meeting. Owners submitting a request will receive a written reply after the meeting date as to the consideration or status of his or her request.

MANAGEMENT COMPANY:

**TOWNE PROPERTIES
500 THOMAS MORE PARKWAY
CRESTVIEW HILLS, KY 41017**

TELEPHONE: 859-291-5858 FAX: 859-291-7767 EMAIL:Debbie@tp1.com

COMMUNITY GUIDELINES

Your Board feels that the following regulations and guidelines are in keeping with the overall nature and plan for the community. Therefore, any deviations from these guidelines will require the approval of the Board.

The Board realizes that from time to time applications for improvements may be made that, for various reasons, do not fall within the guidelines so far established. For this reason, your Board has taken special consideration to remain flexible in their actions. All applications for improvements will be considered on an individual basis and all reasons for the improvements or any departure from these guidelines will be weighed and evaluated. Your Board will make its decisions on two basic considerations:

1. The harmony of external design and location in relation to surrounding buildings in the community.
2. Any potential future maintenance problems or expenditures, which might be incurred by the Association.

To facilitate the above and to maintain complete and accurate records, an application form is included that must be submitted to the Board prior to the commencement of any external addition or improvement. Additional copies of the form are available from the Management Company. All applications will be discussed and acted upon at the regularly scheduled Board meeting following the submission of the application. If faster action is required, special meetings may be called. In any event, the applicant shall be given written notice of the Board's decision.

MAINTENANCE AND IMPROVEMENT PROCEDURES (CONT.)

IMPROVEMENT APPLICATION INFORMATION AND FORM

Any owner desiring to make a change or improvement to any common or limited common area must request and obtain Board approval for the change or improvement. The proper procedure for this is as follows:

1. Submit to the Board or Management office a complete description of the improvement with a drawing, photograph or catalog picture specification, as necessary, attached to a filled out Improvement Application Form.
2. The Board will review the application at the next scheduled meeting and the application will be approved, disapproved, or additional or alternative recommendations for the improvement will be suggested. Final approval rests with the Board. The owner will receive copy and notice of the Board's decision.
3. The unit owner is responsible for any maintenance, repair and/or replacement of any changes or improvements made.
4. Unauthorized changes or improvements must be removed or restored to original condition at the discretion of the Board and will be at the expense of the owner.

The purpose for the Board approval 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 community. This control should be looked upon as a protection of your investment, not as an inconvenience.

Forms for Improvement Applications and Service Requests are included herein (pages 37-38). Additional forms are available through the Management office.

SERVICE REQUEST INFORMATION AND FORM

The Service Request form (Page 36) is used when routine exterior common area maintenance is required or a suggestion or complaint is being submitted.

The procedure has been reviewed and adopted by your Board of Directors and applies only to routine common area maintenance and complaints. The purpose of this procedure is to better serve you by improving our method of communication and ability to keep you abreast of the progress on your request.

The following procedure will be used once the form is received in Towne's office. Please mail to:

Towne Properties
500 Thomas More Parkway
Crestview Hills, KY 41017
Attn: Debbie Zai

In the event of emergencies, you may fax the form to 859-291-7767.

Exterior Common Area Maintenance Request:

1. Depending on the nature of the repair, the work will be assigned to our service department or an independent contractor.
2. The action taken will be noted along with any other pertinent information.
3. A copy of the Form and/or a Service Request will be returned to you in order to better communicate what is going to be done concerning your specific request. At the same time, a new Service Request Form will be sent to you for future requests.

MAINTENANCE AND IMPROVEMENT PROCEDURES (CONT.)

Suggestions or Complaints:

Many times when complaints are lodged or suggestions submitted, action is required by either Management, the Board of Directors or outside authorities, i.e.: city officials, insurance companies, legal counsel, law enforcement, etc. We will note on the Form what action is being taken and by whom.

1. A copy of the Form and/or a Service Request will be returned to you in order to better communicate what is going to be done concerning your request. At the same time, a new Form will be sent to you for future requests.

Please retain/make a copy of the completed Form and other information submitted for your permanent records.

GENERAL POLICIES AND PROCEDURES

Squire Valley is occupied by people of various ages. It is governed by a set of policies and procedures for the common good of the community. The obvious goal is to create and maintain a peaceful, harmonious environment, which provides an enjoyable lifestyle for all residents. If the owners and residents as well as the members of their families and friends willingly follow all policies and procedures, there will be little that interferes with the tranquil possessions and use of the property or the rights and conveniences of other residents.

The Board of Directors requests the cooperation and assistance of all owners/residents in achieving this common purpose and in observing these rules. Some of these policies and procedures are contained in the Declaration of Covenants, Conditions, and Restrictions of Ownership and/or the By-Laws and have in some cases been combined or paraphrased for the sake of simplicity. The summary of policies and procedures is not intended to cover all situations or occurrences that may not be in the best interest of the community. The Board of Directors is specifically authorized to adopt, maintain, amend and repeal any or all procedures, which are reasonable, to govern the community and use of the common areas.

GENERAL USE OF PREMISES:

1. No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling situated upon the Property, nor shall anything unreasonable by done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.
2. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot.
3. Trash and garbage containers shall not be permitted to remain outside any living unit except on days of trash collection. All recycling bins to be kept within each unit owner's dwelling and not in the halls or storage areas.
4. Exterior painting of units shall be at the expense of individual homeowners. Any CHANGE of color is strictly prohibited without written approval of the Board of Directors and the Architectural and Maintenance Committee. This regulation also pertains to units' main entry door.
5. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior written consent of the Council except as hereinafter expressly provided.
6. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the property. The property shall be kept free and clear of rubbish, debris, and other unsightly materials.
7. Nothing shall be done or kept in the Project, without the prior written consent of the Council, which will increase the rate of insurance of the buildings or contents thereof. No waste shall be permitted in the Project. All laws shall be obeyed.
8. Any Lessee shall sign a copy of all rules and regulations and send the copy to the Board of Directors.
9. A 3 x 5 United States Flag may be displayed from a holder attached to the front or front side corner of a unit, or to the patio or deck area. It must be displayed in accordance with the rules governing the display of American Flags. Lighting of the flag at night is limited to existing porch or garage carriage lights. The Board will consider applications for special low voltage shielded lights placed in landscaping or attached to a house or deck in a manner that directs light on the flag at night without affecting other residents. Should objections arise from neighboring residents, removal of the lighting may be required. No free standing flag poles are permitted in the community. Small flags may be placed in mulch areas on special holidays and removed after that holiday.
10. Flower boxes or hanging plants may be displayed on decks or patios. Only one planter box per six feet of deck railing is permitted and only one hanging plant per six feet of overhead decking is permitted. No hanging plants or planter boxes may be attached to the siding.
11. No swimming, wading, bathing or similar activity, and no boat, pontoon, raft, or other flotation device, shall be permitted in or on any pond, lake, or similar body of water.

GENERAL POLICIES AND PROCEDURES (CONT)

Animals and Pets:

The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling situated upon the Property, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets provided they are not kept, bred, or maintained for commercial purposes. Dogs and cats must be kept within the confines of Owner's living unit, except when being held on hand leashes (not exceeding 10' in length) by persons attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals.

Barking dogs can be a nuisance to all residents. Please take the proper precautions to avoid problems with you pet. Each owner is required to clean up litter immediately, without exception, after exercising pets in order to keep the grounds enjoyable for all residents. Pet deposits must be disposed of properly and in a sanitary manner. To minimize pet odors, please do not throw pet litter in trash containers without first putting it in a plastic bag. Whenever possible, please have the courtesy to take pets to a common area away from housing. Pets are not allowed to "do their business" near buildings, sidewalks, bridges or in the limited common area of another unit. Allowing pets to freely run and/or "do their business" at the end of the complex is strictly prohibited. Property owners who lease their property must obtain from the lessee a signed copy of these pet policies and forward them to the Board of Directors.

Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the community at the expense of the Owner upon seven (7) days written notice from the Council.

The installation of an invisible pet fence is not permitted. It must be understood by any homeowner that may have acquired a home that has one, that pets are not permitted to roam freely or unsupervised under any circumstances.

Parking Rights:

Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, e.g., family room(s), recreation room(s), etc.

Late Fees:

The monthly maintenance fee is due on the 1st day of the month. Fees are to be paid no later than the 10th of the month for which they are due. Fees paid after the 10th day of the month are subject to a \$10.00 late fee. Checks returned from payer's bank for insufficient funds or any other reason shall incur a fee not less than twenty-five dollars (\$25.00) and shall never be less than the fee the Association is charged by its bank. Owners not in good standing (i.e. delinquent in their monthly fee) will not be permitted to use the pool and will have no voting privileges. Homeowners will be responsible for any and all legal and collection expenses arising out of such delinquencies.

Signage:

Owners shall not cause or permit anything including signs or advertisements to be hung or displayed on the outside of or from the inside of, windows, or transparent doors, or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board. "Open House" signs are permitted two hours before the day of the Open House and must be taken down not later than two hours after the Open House. One sign is to announce the Open House, should not exceed six (6) square feet, and should be placed in the mulched area in front of the units' nearest the entrance. A second sign may be placed at the entrance to the community.

GENERAL POLICIES AND PROCEDURES (CONT)

No signs, letters, numbers, symbols, marking or illustrations shall be erected, posted, attached, or displayed upon, or on any lot or living unit except:

- i. Street and identification signs installed by the Association or the Declaration;
- ii. One temporary sign informing the public that the real estate is for sale, lease or rent, provided that the sign must not exceed five square feet in area and must be erected upon the real estate to which it refers;
- iii. A post office house number for designation of home location.
- iv. Security signs evidencing proof of a home security system.

No sign, nameplate or postal house number shall be animated or illuminated.

Selling/Leasing Rights:

When you decide to sell or rent you home either by Homeowner or through a Realtor, you not only transfer your property, but also the responsibilities of membership in the Association.

Once you sell your home, the new owner will automatically become a member of the Association and be subject to the Covenants and Bylaws. Should you choose to lease your home, please make sure to familiarize the tenants with the Covenants and Bylaws of the Association so that you are protected against your tenant's inadvertent violation of the Association's policies and procedures and you will be held responsible to the Association for your tenant's actions.

In an effort to keep track of who is living in the units, the following policy is in effect. As soon as you have entered into an agreement to either sell or lease you unit, you are to fill out the Notification of Pending Sale or Pending Lease/Lease Execution Form and submit it to the management office. When a unit is sold or leased, then the Closing Report should be completed and sent to the Management Office.

LANDSCAPING

This purpose of this section of the handbook is to outline the responsibilities of the Homeowner (HO) and the Homeowner Association (HOA) relative to landscaping. This delineation derives from a survey and action of a Landscape Committee, chartered by the Board of Directors (BOD) of the HOA in late 2002. The Landscape Committee forwarded a report to the BOD in early 2003, which was accepted and requested that it be redrafted for incorporation into this handbook.

The split of responsibility between the HO and the HOA requires definition of two areas involved in landscaping: a HO-personal area and a common area.

Definition of Areas

Thus, the HO-personal area and common area from a landscaping viewpoint are defined as follows:

HO-personal area, from a landscaping viewpoint, is (1) the mulched, bedded areas that are contiguous to and extend from the structural unit, walkways, driveways, patios, and decks; (2) any prior-agreed, free-standing bedded areas, and (3) shrubs or plantings in the area of the mailbox. This definition includes the areas described above, as they exist on January 2004 or as subsequently changed by agreement of the BOD.

Common area, from a landscaping viewpoint, is all other area in Squire Valley.

Definition of Responsibility

Responsibility for landscaping in the HO-personal area is shared between the HO and the HOA as defined on the chart attached. The HO can request from the Board of Directors authorization / agreement to do some or all of the services provided by the HOA in connection with the HO-personal area. The HO must discharge that responsibility to the satisfaction of the Board or the authorization will be rescinded.

Responsibility for landscaping in the common area is the responsibility of the HOA.

Watering is at the option of the HO. Note [3] on the attached chart speaks to this optional watering effort.

Rock walls also require special mention since they do not fit any of the service areas but must be considered in landscaping. Care and maintenance of rock walls are the responsibility of the HO who requested the wall whether the wall is in the HO-personal area or in proximate common area. In the few cases where rock walls were deemed necessary and installed by the builder, or at the request of the HOA, care and maintenance of those walls fall to the HOA.

Cost for landscaping by the HO in discharging his responsibility in the HO-personal area is the responsibility of the HO and not further defined here.

Cost for landscaping by the HOA in discharging its responsibility in the HO-personal area and in the common area is the responsibility of the HOA. The HOA will budget for this work, and said budget will be funded from the fees paid by the owners. Since some of the responsibility of the HOA is for non-routine landscaping, i.e., spot reseeding, shrub / tree maintenance (Refer to Grid Guidelines – Page 19), for whatever reason), etc., the HOA will establish, as part of its budgeting, a contingency fund for these non-routine matters.

LANDSCAPING (CONT'D)

Changes to Defined HO-personal Area

Changes to the defined, HO-personal area are made by request to, and agreement of, the BOD. This includes both adding to the bedded areas and returning currently bedded areas to common area. The principle here is that changes that affect the HOA responsibility, and thus costs, need BOD approval.

Changes to Landscaping within HO-personal Area

Within the currently defined HO-personal area, the HO may make minor changes at his / her discretion as long as these changes are in keeping of the basic spirit of the overall SV landscaping approach. Minor changes are such matters as planting and replacing flowers. Changes, such as planting new trees, shrubs, adding rock walls, etc., i.e., items that will add work to the HOA responsibility in the HO-personal area or in the common area, require BOD approval.

Over time, some shrubs or trees in the HO-personal area will outgrow the space or will die for any one of a number of reasons. As delineated on the attached chart, replacement of dead shrubs and/or trees is the responsibility of the HO. An overgrown shrub or tree is difficult to describe with words. Generally, it is a shrub or tree, which because of growth or foliage no longer appears consistent with the surrounding landscaping. The By-Laws of the Association have been amended to give the BOD the authority to deal with the need to replace overgrown shrubs or trees (not herein defined) and dead shrubs or trees, just as the BOD has the authority to deal with the need to repaint. Thus, the definition of an overgrown shrub or tree, and the need to replace it, is the call of the BOD. After notice of a need for action, if the HO does not address the need for replacement, the BOD can cause the shrub or tree to be replaced and the cost to be assessed to the HO.

Changes to Landscaping within the Common Area

If the owner desires a change to the landscaping in the common area adjacent to his residence, i.e., the planting of a tree, agreement of the BOD is needed. Such a change will, de facto, change the area that is the HO responsibility for that residence. The cost of this change is the responsibility of the HO. The BOD will take into account in its decision the on going cost implications to the HOA.

As defined by the attached chart, the HOA has the responsibility for needed changes, i.e. replacement of trees, shrubs, reseeding, etc., and the cost thereof, within the common area.

Lawn Sprinkler Systems

The installation of lawn sprinkler systems is permitted in accordance with certain standards and restrictions.

Refer to: Addendum A06...Page 47 for complete information.

Exterior or Landscape Lighting

The installation of exterior or landscape lighting systems is permitted in accordance with certain standards and restrictions.

Refer to: Addendum A07...Page 47 for complete information.

LANDSCAPING (CONT'D)

Matrix

Squire Valley Homeowner's Association Landscaping Responsibilities

HOA = Homeowner's Association

HO = Individual Homeowner

N/A = Not Applicable

Landscaping Area	Grass Mowing	Fertilize (4)	Weed Control	Edging	Reseeding	Mulching	Pruning	Replacement	Watering (3)
All Grass	HOA	HOA	HOA	HOA	HOA (1)	N/A	N/A	N/A	HO Optional
Shrubs in HO Area	N/A	HOA	HOA	HOA	N/A	HOA	HOA (2)	HO (5)	HO Optional
Shrubs in Mailbox Area	N/A	HOA	HOA	HOA	N/A	HOA	HOA	HO (5) (6)	HO Optional
Trees in HO Area	N/A	HO	HOA	HOA	N/A	HOA	HOA (2)	HO (5)	HO Optional
Trees in Common Area	N/A	HOA	HOA	HOA	N/A	HOA	HOA	HOA Optional	HO Optional
Shrubs in Common Area	N/A	HOA	HOA	HOA	N/A	HOA	HOA	HOA Optional	HO Optional

- (1) Grass reseeding will be reviewed by HOA on a case-by-case basis
- (2) HOA tree and shrub pruning in HO area generally limited to less than 15' in height. Trees and shrubs greater than 15' trimmed at discretion of HOA. See attached Squire Valley HOA Policy Regarding Tree Removal and Replacement for details on tree removal page 50.
- (3) Optional HO landscaping watering may be considered and is encouraged by the HOA to protect the beauty, appearance and overall health of your own home landscaping. Optional watering is particularly encouraged with new lawns to help them get established. Optional watering by HO may also protect additional out-of-pocket expenses. HOA highly recommends that each HO use common sense with additional watering during periods of drought.
- (4) Includes tree and shrub treatment for insects as needed.
- (5)° The definition of overgrown trees and shrubs is at the discretion of HOA, but responsibility for replacement still resides with the HO.
- (6) See attached Squire Valley Mailbox Plantings Addendum (page 46) dated 7/6/2009 for approved mail box area plantings

Updated.5.11

LANDSCAPING (CONT'D)

Maintenance Guidelines for the Natural Area Within Squire Valley

The natural areas, including the trees, around the perimeter of the Squire Valley community will be maintained at the discretion of the Homeowners Association (HOA) Board using the following guidelines.

- The vegetation will be maintained along the mowing lines originally established at the time of construction. Periodic trimmings will control encroachment of the vegetation as needed by the determination by the HOA Board.
- Removal of any vegetation, after construction, that may be deemed unsightly by any homeowner will not be done at the expense of the HOA and will require HOA Board approval.
- No trees will be removed after construction unless they become a safety hazard and present a potential for damage to a resident's living unit as determined by the HOA Board.
- Residents, at their prerogative, may submit an improvement application to perform trimming or modify the area of vegetation behind their home, at their costs, and permission to do so will be determined by the HOA Board.

SWIMMING POOL POLICIES AND PROCEDURES

1. All persons using the pool do so at their own risk!! **NO LIFEGUARD ON DUTY!!!!**
2. Due to the nature of the pool and pool area and the demands placed upon the pool during the swimming season, the Association WILL NOT accept reservations for the exclusive use of this facility by members and their guests.
3. No diving, running, ball playing or horseplay is permitted in the pool area.
4. Pets are not permitted in and around the pool area. This is a State Rule and enforces by the Board of Health – NO EXCEPTIONS! Pets are not to be “staked” or “tied” outside the pool fence.
5. Diving masks, lenses, suntan lotion bottles, food and beverage containers and similar articles must be of plastic or other unbreakable material.
6. Only occupants of the unit and their guests are permitted the use of the pool.
7. The pool opens at 10:00 a.m. and closes at dark. Open daily from Memorial Day through Labor Day.
8. Pool is for the private use of the owners/residents of Squire Valley and their guests. Residents/owners are asked to limit their number of guests if there is a crowd at the pool. Please be considerate of your neighbors’ rights.
9. A unit owner must be present whenever their guest or members of their family use the pool. No more than four (4) guests per homeowner unit on weekdays. No more than two (2) guests per homeowner unit on weekends.
10. All accidents and injuries that occur in the pool area must be reported immediately to 911 then to Towne Properties at 859-291-5858.
11. Appropriate attire must be worn when using the pool (no cutoffs). Members and their guests are requested to wear suitable attire going to and from the pool, i.e., cover-ups, shirts and shoes.
12. Any resident under 17 must be accompanied by an adult resident owner at all times (State Rule and enforced by the Board of Health).
13. Children in diapers with or without plastic pants are not permitted in the pool.
14. Please use discretion with rafts and other floating lounges during busy times. Balls, plastic toys, air mattresses, etc. will be permitted as long as they do not interfere with other swimmers.
15. Battery powered radios are permitted provided their operation does not disturb others. Please lower the volume when asked so that others may enjoy the facilities.
16. Food and drink may be consumed on the tables provided. No glass permitted. Area should be cleared and trash taken with you and placed in the proper trash container when you leave.
17. Smoking is permitted in the pool area if not objectionable to adjacent swimmers. Plastic ashtrays are provided and should be cleaned out before leaving. Do not discard butts in the pool area or flowerbeds.
18. The telephone is for EMERGENCY CALLS ONLY and is limited to outgoing calls.
19. The Board or Management Company may enforce these Policies and Procedures in accordance with the regulations of the Board of Health and such other policies and procedures that may be adopted by the Association.
20. Please put the umbrella down if you are the last one to leave the pool. Pool furniture is not to be removed from the pool area. Furniture must be at least five (5) feet from the pool edge.
21. Only **one** restroom key per unit. Replacement keys will require a ten-dollar (\$10.00) deposit.

NOTE:

Violation of any pool policies should be reported to Towne Properties. Multiple violations of these policies may result in revoking recreational facility privileges for the entire household. Squire Valley Homeowners’ Association, Inc., its employees and agents thereof will not be responsible for any injuries incurred on the premises, nor for any loss or damage to any person or property.

CLUBHOUSE POLICIES AND PROCEDURES

The clubhouse, recreational area and swimming pool are available for the use of members of Squire Valley in accordance with these rules and regulations, which have been adopted by the Association.

The right to use the facilities by an owner and his guests shall automatically be suspended during any period when an assessment against his unit remains unpaid. The Council, acting through the Managing Agent, may suspend the right to use such facilities by an owner or any member of his family for any infraction of the published rules and regulations pertaining to say facilities.

Infraction of any of the following rules should be reported to the Managing Agent who has the authority to take appropriate steps.

1. The clubhouse is for the use of all the members and their guests and is under the management of the Council. Only resident owners whose association fees are paid and current may reserve the clubhouse.
2. All members will be responsible for the conduct of their families and invited guest at all times. All members are responsible for any damage to the recreational area caused by negligence or mistreatment by the member of their invited guests. The community member reserving the clubhouse must be in attendance for the duration of the function.
3. Resident owners desiring social function utilizing the clubhouse must first reserve said facility (See Clubhouse Reservation and Use Form). Reservations will be accepted on a first come basis. Make reservations through the Clubhouse Director (Courtney Thurman, 341-2401, 868 Windsor Green). Reservations for the Clubhouse DO NOT include the use of the pool and/or pool area.
4. The following describes the procedures for the exclusive use of the clubhouse.
 - A. Make reservations utilizing the Clubhouse Reservation and Use Form. Reservations must be made at least seven (7) days in advance and no reservations will be accepted more than sixty (60) days in advance. In the event a member wishes to reserve more than one (1) date within such sixty (60) day period, a separate request form must be received for each date requested.
 - B. A deposit of \$100.00 (check) must be paid when making the reservation and accompany the Clubhouse Reservation and Use Form. The check will not be deposited but will be held until after the scheduled event. Such deposit will be returned within 72 hours after the event if the clubhouse is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of the clubhouse policies and procedures. The deposit is refundable after an inspection is made by the Clubhouse Director or their appointee and the key is returned. Failure to clean the clubhouse satisfactorily will result in forfeiture of all or part of the security deposit. Keys may be obtained from the Clubhouse Director two (2) days or less prior to the scheduled event.
 - C. The clubhouse must be cleaned (in accordance with the Squire Valley Cleaning and Usage Checklist) and made ready by user for reuse no later than 10:30 a.m. the following day after use. Failure to clean the clubhouse satisfactorily will result in forfeiture of all or part of the security deposit. Keys must be mailed or delivered to the Clubhouse Director within two (2) days after the scheduled function.

5. Only resident members of the Association are permitted the exclusive use of the clubhouse.
6. All members are expected to consider each other in scheduling the use of the clubhouse. No members will be granted permission to reserve the clubhouse on a permanent basis for events.
7. Children 16 and under must be accompanied by an adult.
8. No glassware permitted outside the clubhouse.
9. All access doors to remain clear. No parking in the fire lanes. All vehicles must be properly parked in the parking lots provided (not in private drives). Any vehicle improperly parked may be towed at the vehicle owner's expense. It shall be the responsibility of the community member reserving the clubhouse to inform his/her guest where to park.
10. No member or invited guest shall commit any acts that are illegal, immoral, or disrespectful to others.
11. No pets are permitted in the clubhouse at any time.
12. No member shall attempt to adjust or change the heating or cooling system controls from the predetermined temperatures as follows: Temperature settings should be set at 72 degrees in the summer months and 68 degrees in the winter months during private functions. Members using the clubhouse for private functions may want to make these setting several hours prior to such function in order to obtain these temperatures at the time of such function.
13. No member or their guest shall be permitted in the carpeted/furnished area of the clubhouse when wearing wet bathing suit attire.
14. Members last using the clubhouse shall make special effort to see that all doors and entranceways are securely locked at the end of the day. Lights must be turned off. Light switch for pool is inside hall closet on the right side of the door.
15. Squire Valley Homeowners' Association, Inc. reserves the right to amend these rules and adopt other rules and regulations as needed.
16. Squire Valley Homeowners' Association, Inc., its employees and its agents shall not be responsible for any injuries incurred on the premises, nor for any loss or damage to any personal property.
17. Kitchen facilities are provided for the convenience of all members. After utilization, member is required to perform the necessary clean-up activity. No utensils should be left in the kitchen area.
18. Any request for a band must be approved in advance by the Board of Directors.
19. The clubhouse is available for private functions between the hours of 12:00 p.m. and 2:00 a.m. If earlier access is needed for set up for a noon function or earlier, this can be arranged if there is no function the preceding day or as can be arranged among the parties. All functions must be over by 2:00 a.m. Entrance to the clubhouse for the purpose of preparing for a private function may not begin more than two (2) hours prior to a function, or as agreed.
20. Under no circumstances shall liquor be sold at any function.

21. **NO SMOKING POLICY** – The Board of Directors at Squire Valley have established a ‘No Smoking’ policy. The Board recognizes that exposure to tobacco smoke represents a serious health hazard for the user of tobacco products as well as others exposed to “second hand” smoke and is a nuisance to some people. Tobacco smoke can cause damage to paint, wallpaper and carpet, and burning tobacco products and matches poses a safety risk to residents and facilities.

Therefore, for the safety and comfort of all homeowners and to protect the property of the Homeowner Association, there will be no smoking of tobacco products of any kind in the clubhouse party room or any other area within the clubhouse. This policy applies to residents and guests.

NOTE:

ANY INFRACTIONS OF THE RULES AND REGULATIONS, OR DISTURBANCES CREATED AS A RESULT OF THE FUNCTION WILL REQUIRE THE UNIT MEMBER TO APPEAR BEFORE THE BOARD OF DIRECTORS FOR APPROVAL OF ANY FUTURE RESERVATIONS. THE BOARD OF DIRECTORS HAS THE RIGHT TO SUSPEND PRIVILEGES OF ANY MEMBER WHO HAS, IN THE OPINION OF THE BOARD, ABUSED THE RULES AND REGULATIONS IN THIS AGREEMENT. AN AUTOMATIC 60-DAY NONUSE PENALTY WILL BE IMPOSED AT THE TIME OF SAID INFRACTION OR DAMAGE, UNTIL THE MATTER CAN BE BROUGHT BEFORE THE BOARD FOR THEIR DECISION.

SQUIRE VALLEY HOMEOWNERS ASSOCIATION
CLEANING AND USAGE CHECKLIST

It is the responsibility of the member reserving the clubhouse to immediately tour the clubhouse at their first access to the clubhouse prior to their function, at the time the key is received and/or prior to the party. It is imperative the member thoroughly inspect the clubhouse and note on the checklist any soiled or damaged items, other than those already inventoried and noted. Assessments for damage or loss of clubhouse 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 Clubhouse Director or Towne Properties office (859-291-5858) prior to the function. Leave your copy of the check list on the kitchen counter top for use by the Clubhouse Director for their "after the party" checkout.

The community member reserving the clubhouse is responsible for the payment of repair or replacement of any and all damaged items. This responsibility will remain in effect until the Clubhouse Director completes his portion of the checklist, the key is returned, and the checklist is signed and returned to the community

<u>AREA</u>	<u>ACCEPTABLE</u>	<u>NOTE EXCEPTIONS</u>	<u>MINIMUM CHARGE WHEN UNACCEPTABLE</u>
KITCHEN			
Clean & empty Refrigerator, clean stove, countertops & sink. Sweep & mop floor.	_____	_____	\$10.00
RESTROOMS			
Clean toilets, Wash basins, mirrors. Empty trash cans. Sweep & mop floor	_____	_____	\$10.00
GENERAL			
Clean spills from tables, Chairs, window & stair ledges & stair rails. Wipe smudges from walls & windows. Check plants for debris	_____	_____	\$10.00
VACCUM			
Vacuum carpet, make certain Areas under furniture are clean. Vacuum Upholstered furniture, make Certain to clean under cushions.	_____ -	_____	\$10.00

SQUIRE VALLEY HOMEOWNERS ASSOCIATION
CLEANING AND USAGE CHECKLIST (cont)

<u>AREA</u>	<u>ACCEPTABLE</u>	<u>NOTE EXCEPTIONS</u>	<u>MINIMUM CHARGE WHEN UNACCEPTABLE</u>
GARBAGE REMOVAL Empty & clean all trash cans. Remove all trash from clubhouse & grounds. Replace all plastic bag liners if they are removed.	_____	_____	\$35.00
FOOD Remove all food from refrigerator & cabinets	_____	_____	\$10.00
CLUBHOUSE EXTERIOR Clean decks & surrounding grounds of all party related debris (paper, cups, cans, discarded cigarette butts esp. on patio below deck & ground area to right of stairway to the deck).	_____	_____	\$10.00
Close and lock all windows & doors. This includes inside door to stairway from lower level and the lower level storage room door.	_____	_____	\$25/infraction
Return keys as directed	_____	_____	\$5/day late
Lost keys	_____	_____	Cost of new locks & keys
Close clubhouse by 2 a.m.	_____	_____	\$100.00
Return pool area furniture to original position, clean waste bins of the debris, empty ash holders & turn umbrellas down.	_____	_____	\$100.00

SQUIRE VALLEY HOMEOWNERS ASSOCIATION
CLEANING AND USAGE CHECKLIST (cont)

<u>AREA</u>	<u>ACCEPTABLE</u>	<u>NOTE EXCEPTIONS</u>	<u>MINIMUM CHARGE WHEN UNACCEPTABLE</u>
Keep all doors & windows closed during the event when the furnace or air conditioner is in use.	_____	_____	\$25.00
Thermostat should be returned to the following setting after the party: summer air conditioner in use 85 degrees f.; winter heating in use 55 degrees f. NOTE: please return fan motor to "auto" setting.	_____	_____	\$25.00
All outside & inside lights turned off	_____	_____	\$10.00
All chairs & tables returned to original location.	_____	_____	\$25.00

TENNIS COURT POLICY AND PROCEDURES

1. The tennis court hours are from 8:00 a.m. to dark.
2. Pets are not permitted on the tennis courts.
3. The tennis courts are for playing tennis only, with tennis rackets and tennis balls.
4. No roller-skating, roller blading, or skate boarding permitted.
5. Dispose of trash properly in waste cans before leaving area.
6. No glass containers are allowed in the tennis court area. All beverages must be in paper or plastic containers.
7. An adult owner must accompany all guests.
8. Play is on a first come basis unless players have signed up at the court ahead of time.
9. Sign ups are for one-hour increments.

SQUIRE VALLEY HOMEOWNERS ASSOCIATION, its employees, agents or Towne Properties shall not be responsible for any injuries incurred on the premises or for any loss or damage to personal property.

COMPLAINT POLICY AND PROCEDURE

As in any situation, there are times when everything does not go as planned or when the plan just is not working. While most try not to encroach on their neighbors' rights and privileges and do attempt to treat others as we would be treated, there are times when others need to be reminded that they are violating the governing documents of Squire Valley.

The following procedure has been adopted by your Board of Directors to expeditiously handle complaints you may wish to register.

1. Homeowners should attempt to resolve the issue among themselves by discussion with the offending party.
2. In the event resolution cannot be reached, submit the enclosed "Register of Complaint" form to Towne Properties.

Once the Register of Complaint form is received in our office, Towne Properties will take the following actions to resolve such complaint:

1. An initial letter will be sent to the offending party. A copy of such letter will be forwarded to the complainant as well.
2. If there is not a resolution, a second letter will be sent. Again, a copy of the complaint letter will be forwarded to the complainant.
3. If after two letters the problem or complaint is unresolved, the issue will be taken to the Board and recommendations will be made to alleviate the problem/issue.

RESERVE INFORMATION

WHAT IS THE PURPOSE?

The Reserve Account is the Association's method of setting aside money for future repairs and replacements. Each year a certain part of your monthly association fee is set-aside in a special interest-bearing account to plan for the replacement and repair of the common areas. This helps protect and preserve property values. This amount then is naturally included in the overall budget for the Squire Valley Homeowners Association.

Your ability to sell your home can be influenced by the adequacy of, or nonexistence of Reserves set aside by the Association. Primary lenders consider Reserves for future needs as 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.

Future information on your community's Reserve Fund may be found in the current year Budget.

RESERVES DO, THEREFORE, DIRECTLY AFFECT THE RESALE VALUE IN HOMEOWNER ASSOCIATIONS, INCLUDING THAT OF SQUIRE VALLEY.

INSURANCE CONCERNS FOR CONNECTED BUILDINGS

Coverage: The Association's Master Policy covers the Association's real property (building and structures), fixtures and personal property. It also includes permanent fixtures and permanently installed appliances contained within a unit and making up part of the building as long as they were included in the original sale price. Per the association By-Laws, physical improvements and betterments made by the unit owner will also be covered under the Association's policy for their replacement cost, however, the Insurance Company should be notified of these improvements you make and we encourage you to keep records of the improvements. Losses are settled on a replacement cost basis and are subject to a \$2,500 deductible per occurrence except for a 5% deductible per building for loss due to earthquake. In addition, coverage includes broad form general liability for the Association. Coverage's do NOT include losses resulting from either lack of or deficient maintenance.

Items not insured: Your personal property, furniture, additional living expense and personal liability are not insured by the Association policy. You should have a "Condominium Owner Policy – HO6" to pick up where the Association's Policy leaves off. The "Condominium Owner Policy – HO6" can also provide coverage for additional improvements and betterments, scheduled jewelry and coverage for the Master Policy deductible for which you may be responsible. There can be a gray area of what is personal property and what is real property and we suggest your "Condominium Owner Policy – HO6" be as broad as possible in its coverage.

Events insured: The property coverage's on the Association's policy include fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden rapid water escape or overflow from the plumbing or appliances, frozen pipes, convector units, backup of sewers and drains, earthquake, floor and losses due to glass breakage.

Events not insured: wear and tear, deterioration, mechanical breakdown, mold, damage by insects or animals, settling or cracking of foundation, walls, basements, roofs, etc., are not covered by the Association's Master Policy. There is no coverage for damage caused by repeated leaking or seeping or condensation from any heating or air conditioning system, appliance, or plumbing including from and around the shower, bathtub, toilet and sink. These events are properly classified as maintenance items. The policy contains full details on coverage's, limitations and exclusions.

Claims: In the event of a loss, notify Towne Properties. If the loss occurs within your unit, you should notify your Homeowner's agent.

In most associations, should a claim originate from an occurrence within a unit only, or affect only one unit, this unit owner may be responsible for paying the association deductible. Your association for this type of claim has a deductible of \$2,500. Losses arising from an insured event, but amounting to less than the deductible, should be placed with your personal homeowner policy.

Claim payments are made to your homeowners' association as insurance trustee, not to you or the contractor. Insurance does not warrant or guarantee the work done by the contractors.

Administrative: E.H. Roeding & Company, Inc. is responsible for the administration of the insurance program for your Association.

Certificates: Certificates will be issued by E.H. Roeding & Company, Inc. Please notify Roeding of any change in mortgage holders. Phone number 859-426-4521.

CLOSING REPORT – SALE FORM

When do you file a closing report form?

This form should be submitted upon the sale (successful closing) of any unit.

What is the object of the form?

The object of requiring a Homeowner to report the closing of their unit is to keep track of who is living in the units and to better serve new Homeowners by improving our methods of communication.

Working Capital Fee

Residents are reminded that pursuant to the 2005 amendment to the Declaration of Covenants, a Working Capital Fee in the amount of 2X the current monthly homeowner fee is due at closing, payable to the Association. This fee will be deposited to the Association's Reserve Account

NAME OF PAST OWNER: _____

PHONE: WK: _____ HM: _____

ADDRESS: _____

NAME OF NEW OWNER: _____

PHONE: WK: _____ HM: _____

CLOSING DATE: _____

MORTGAGE LENDER/PHONE NUMBER: _____

A COPY OF THE DECLARATION AND BY LAWS HAS BEEN GIVEN TO THE NEW HOMEOWNER: YES _____ NO _____

SIGNED: _____ DATE: _____

**MAIL TO: TOWNE PROPERTIES
500 THOMAS MORE PARKWAY
CRESTVIEW HILLS, KY 41017
ATTN: Debbie Zai**

FOR OFFICE USE ONLY:

DATE RECEIVED: _____

DATE WELCOME LETTER SENT: _____

DATE NOTIFIED INSURANCE CARRIER: _____

NOTIFICATION OF PENDING SALE FORM

When do you file a closing report form?

This form should be submitted as soon as you have accepted an offer to purchase on your unit.

What is the object of the form?

The object of requiring a Homeowner to report the closing of their unit is to keep track of who is living in the units and to better serve new Homeowners by improving our methods of communication.

Working Capital Fee

Residents are reminded that pursuant to the 2005 amendment to the Declaration of Covenants, a Working Capital Fee in the amount of 2X the current monthly homeowner fee is due at closing, payable to the Association. This fee will be deposited to the Association's Reserve Account

NAME: _____

PHONE #'S: WORK: _____ **HOME:** _____

ADDRESS: _____

LISTING BROKER, IF ANY: _____

NAME OF PROSPECTIVE PURCHASER: _____

NAMES OF PEOPLE TO OCCUPY UNIT: _____

TENTATIVE CLOSING DATE OF SALE: _____

MORTGAGE LENDER/PHONE NUMBER: _____

IS UNIT TO BE OWNER OCCUPIED OR LEASED: _____

MAIL TO: **TOWNE PROPERTIES**
 500 THOMAS MORE PARKWAY
 CRESTVIEW HILLS, KY 41017
 ATTN: Debbie Zai

FOR OFFICE USE ONLY:

DATE RECEIVED: _____

NOTIFICATION OF PENDING LEASE
LEASE EXECUTION FORM

When do you file a Notification of Pending Lease / Lease execution form?

This form should be submitted as soon as you have made the decision to lease your unit and again when you unit has been leased.

What is the object of the form?

The object of requiring a Homeowner to file this form is to keep track of who is living in the units and to better serve you by improving our methods of communication to both you as the Homeowner and any prospective lessee.

NAME: _____

PHONE #'S: WORK: _____ HOME: _____

LISTING BROKER, IF ANY: _____

FILL OUT WHEN UNIT IS LEASED:

NAME OF LESSEE: _____

OCCUPANCY DATE: _____ NUMBER OF PEOPLE TO OCCUPY UNIT: _____

LEASE TERM (FROM) _____ TO _____

UNIT OWNER'S FORWARDING ADDRESS & PHONE: _____

MAIL TO: TOWNE PROPERTIES
500 THOMAS MORE PARKWAY
CRESTVIEW HILLS, KY 41017
ATTN: Debbie Zai

FOR OFFICE USE ONLY:

DATE RECIEVED: _____

SERVICE REQUEST FORM

WHEN DO YOU FILE A SERVICE REQUEST FORM?

This form should be submitted for any routine maintenance item or any suggestions or complaints. Maintenance items consist of only those items that are covered by the Association. For personal or non-association maintenance requests which you would like us to perform, please fill-in, check here ___ and by signing below, you agree to promptly pay Towne Properties upon completion of work as described.

WHAT IS THE OBJECT OF THE FORM?

The object of requiring a Homeowner to file this form is to better serve you by improving our method of communication and ability to keep you a breast of the progress on you request.

NAME _____ PHONE: WK _____ HM _____

COMMUNITY NAME: _____

ADDRESS: _____ UNIT # _____

NATURE OF SERVICE NEEDED OR SUGGESTION:

DATE _____ SIGNED _____

INSRUCTIONS: *After completing the information above, retain a copy for your file and mail the original to the address at the bottom of this form. We will mail you a new form along with information on your request after we received it in our office.*

FOR OFFICE USE ONLY:

DATE RECEIVED: _____ BY _____

BOARD ACTION REQUIRED: _____ YES _____ NO

BOARD MEETING DATE: _____

(NOTE: FOR THOSE REQUESTS WHICH REQUIRE BOARD ACTION, A RESPONSE WILL BE GIVEN, WHENEVER POSSIBLE, WHITHIN 30 DAYS AFTER THE BOARD MEETING IS HELD)

DATE ASSIGNED TO SERVICEMEN OR CONTRACTOR _____

SERVICE REQUEST NUMBER: _____

ACTION TAKEN (MANAGEMENT):

MAIL TO:

TOWNE PROPERTIES
500 THOMAS MORE PARKWAY
CRESTVIEW HILLS, KY 41017
Attention: Debbie Zai

SQUIRE VALLEY HOMEOWNERS ASSOCIATION

c/o Towne Properties Asset Management Co.
500 Thomas More Parkway
Crestview Hills, KY 41017-2175

IMPROVEMENT APPLICATION

An application form should be submitted for any construction or modification to the exterior of your building or grounds. If in doubt about your particular project, contact the Managing Agent or any member of the Home Owners Association Board.

The object of requiring a homeowner to file an Improvement Application is to ensure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the community, maintains the architectural harmony of the community, and in no way adversely affects your fellow homeowners. It also enables the Board to determine what information and assistance it can provide to expedite completion of your planned improvement.

NAME: _____

ADDRESS: _____

DATE: _____

TELEPHONE: _____

E-mail Address: _____

TYPE AND NATURE OF IMPROVEMENT:

COLOR: _____

LOCATION: _____

DIMENSIONS: _____

APPROX. COST: _____

An engineered drawing of all improvements, photos and any other information available must be submitted and attached to this application to show an exact location and dimensions. For most applications there will be no fee for processing and review of an application. However, the Board reserves the right to charge a minimum of \$50.00 for an application that is more complicated, presents issues requiring more time, and/or consultation with other resources.

I understand the rules concerning the proposed improvement. This improvement in no way encroaches on a neighbor's property. I agree to abide by the rules established by the Board and will be solely liable for any upkeep required by the addition of this improvement.

Date

Signature of Homeowner

FOR BOARD/ OFFICE USE ONLY

DATE APPL REC'D: _____

REC'DBY: _____

DATE APPROVED: _____

DATE DISAPPR: _____

APP/DISAPPR. BY: _____

CONSTRUCTED BY APPROVED: _____

REVISED: 2/07

REGISTER OF COMPLAINT FORM

WHEN DO YOU FILE A REGISTER OF COMPLAINT FORM?

This form should be submitted if you have a complaint against another resident and you are unable to resolve the issue among yourselves.

WHAT IS THE OBJECT OF THE FORM?

The object of the complaint form is to notify the Management Company that another homeowner is in violation of the governing policies and procedures and to indicate the necessity of management's involvement in resolving such issue.

NAME OF COMPLAINANT: _____
PHONE: WORK: _____ HOME: _____
ADDRESS: _____
NAME OF OWNER IN VIOLATION: _____
UNIT NUMBER: _____ DATE OF VIOLATION (IF APPLICABLE): _____
DETAILED EXPLANATION OF COMPLAINT: _____

STEPS TAKEN TOWARD A SOLUTION: _____

YOUR SUGGESTED SOLUTION: _____

SIGNED: _____ DATE: _____

MAIL TO: TOWNE PROPERTIES
ATTN: Debbie Zai
500 THOMAS MORE PARKWAY
CRESTVIEW HILLS, KY 41011

FOR OFFICE USE ONLY:

DATE RECEIVED: _____
SERVICE REQUEST NUMBER: _____

CLUBHOUSE RESERVATION FORM

WHEN DO YOU FILE A CLUBHOUSE RESERVATION AND USE FORM?

This form should be submitted by any resident owner in good standing wishing to use the clubhouse for an event on an EXCLUSIVE basis. If in doubt, contact the Management office.

- C. The Clubhouse Director must receive reservations at least seven (7) days in advance and no reservation will be accepted more than sixty (60) days in advance.
- D. After receipt of this form and nearing the date you will be using the clubhouse, a key will be mailed along with a new form for your future use. Additional forms are available through the Clubhouse Director or Management office. A Clubhouse Cleaning & Usage Checklist will be forwarded along with the key.

WHAT IS THE OBJECT OF THE FORM?

The object of this form is to better serve the community by improving communication of what is required when using the clubhouse and so that no scheduling conflicts occur. The clubhouse is on a first come, first serve basis.

NAME: _____ PHONE: _____
WORK: _____ HOME: _____
ADDRESS: _____ UNIT# _____
DESIRED DATE OF USE: _____ TIME: _____
FROM _____ TO _____

EVENT DESCRIPTION:

I have enclosed a security deposit check of \$100.00. Checks shall be made out to Squire Valley HOA, Inc. I fully understand accept and agree that I will be held personally responsible for the clubhouse and use of same while maintaining use of the key. I will further agree to abide by all rules governing the use of the clubhouse and be responsible for any and all damage that may occur and for the clean up of same. I will return the key promptly (next day) by delivering or mailing key to the address below. Expenses that may be necessary due to incurred damage, lack of clean-up or carpet cleaning, no returned key, etc., will be withheld from the deposit. In the event the deposit is inadequate to cover the charges, I understand that I will be billed for all amounts in excess thereof. I further understand that my giving the key to another person for return to the Clubhouse Director or Management Office does not relieve me of my responsibility.

Member will: Serve food (Y) (N); Provide liquor (Y) (N) (note: liquor may not be sold at any time.); use kitchen (Y) (N);
have dancing (Y) (N); have music (Y) (N). if yes, state type: (band, stereo, DJ, etc.) _____

SIGNED: _____ DATE: _____

FOR COMMITTEE/OFFICE USE ONLY:

DATE RECEIVED: _____ BY: _____

CHECK NUMBERED: _____ DATE APPROVED: _____

DATE DISAPPROVED: _____ REASON: _____

DATE MAILED/DELIVERED KEY: _____ DATE KEY RETURNED: _____

DATE INSPECTED: _____ INSPECTED BY: _____

SECURITY DEPOSIT AMOUNT RETURNED: \$ _____ DEDUCTIONS: \$ _____

MAIL OR DELIVER TO: CLUBHOUSE DIRECTOR
Mark MacDonald
949 Squire Valley Drive

Addendum to Squire Valley Homeowner Handbook

Landscape Guidelines, Policies & Procedures

(Revisions of January 2007)

Addendum A01

The following procedures and guidelines must be followed prior to any implementation by Home Owner (HO) of:

1. New landscape beds contiguous to (HO) property
2. Extension of existing landscape beds by HO
3. Replacement of existing landscape plants within a pre-existing landscape bed by a (HO)
4. Adding a new landscape bed within the common area of Squire Valley Home Owners Association property (HOA)

Providing the information requested is no guarantee that your application will be approved by the Board of Directors (BOD).

The guidelines and procedures provided below will allow for the BOD to review your application in a timely fashion. A personal visit and review may be required by the HO with members of the BOD if questions or concerns exist.

General Procedures:

Home Owner must submit a landscape application with associated drawing in writing showing exact location of proposed plantings in relationship to their home and their neighbor's property to the board for their review and approval making sure to provide the following additional details:

1. When will work be performed (week/day)?
2. Who will be performing work? (Contractor name / address / telephone #)
3. How long is job expected to last?
4. Complete description of proposed plant material (generic name + include Latin name if possible), type of plant (perennial / shrub / tree etc.) / expected size at maturity of proposed plant material to be planted.
5. Dimensions of existing bed or desired new bed?
 - a. How far from HO foundation & HO sidewalk & HO driveway & HO patio & existing neighbors property is existing landscape bed (exact dimensions required – (ft + inches))

Note!

- a. I believe that it would be very beneficial if a “planning sheet” was created to help HO and landscape contractor fill out and attach to landscape request. This could be developed by the landscape committee based on the general procedures (outlined above) and within the scope of the General Guidelines (stated below)
- b. I believe it would be very beneficial if a “sample book” of acceptable plant / tree / shrub / & ground covers for our particular area of the country were published as guidelines for HO's to consider. This could be developed by the landscape committee.

General Guidelines for Landscape Changes:

The following are general guidelines that need to be considered and followed when planning to add or expand outdoor landscaping.

Existing Landscape beds

1. **“Replacement only”** and new landscape material will stay within existing dimensions of existing landscape bed.
 - a. Follow general procedures above

2. **“Replacement + adding additional new landscape bed(s) off of existing landscape bed**
 - a. Follow general procedures above
 - b. If you are adding onto an existing landscape bed the new bed cannot exceed 5 feet from home foundation / patio / driveway / or walkway.
 - c. New landscape bed cannot exceed 8 feet from the apex (corners of any dwelling to accommodate the planting of smaller trees & shrubs as a signature planting..

Special Note! Very Important and HO responsible for providing this information.

The BOD will be very watchful to make sure that this guideline is adhered to.

- a. Special consideration must always be given to your neighbor’s property on either side of your home where new landscape beds are being considered.
- b. Adequate distance must exist between homes foundations allowing for equal space allocation for you and your neighbor Plus a minimum of 5 feet green space clearance to allow for grass mowing machines to navigate safely. This would bring the total required minimum distance between homes to 15 feet.
- c. If minimum space does not exist then proposed landscape bed will have to be scaled down in proportion to space available.

Reducing existing Landscape beds:

1. HO may wish to reduce the overall size of their existing landscape beds.
 - a. Follow General Guidelines and Procedures as stated above
 - b. HO is responsible for restoring reduced areas back in grass.

Brand New Landscape beds around home:

1. HO wishes to add a brand new landscape bed along their foundation / driveway / patio
 - a. Follow general guidelines and Procedures as stated above

Brand new Landscape bed within “Common area”:

1. HO wishes to add a new landscape bed within the Common area in front or behind their home
 - a. Follow General Guidelines and procedures
 - b. Size of bed - not to exceed 16 feet in length by 6 feet in width at its greatest point
 - c. Shape of bed - Must conform to contour of land
 - d. Plant specimens - must install all low growing plant material that will not exceed 3 feet in height during the growing season.
 - e. Trees: No trees or plant material that can grow in excess of 3 feet will be allowed
 - f. Maintenance – All maintenance including mulching will be the responsibility of the HO
 - g. Neighbor approval - may be required

Landscape Guidelines, Policies & Procedures (cont.)

The Board of Directors met on 3/8/07 and adopted the following revisions to be incorporated into the handbook. Please put this copy with your handbook and keep for future reference. Contact Towne Properties (859-291-5858) if you need a full copy of the handbook.

Supplement to Landscaping section on page 17

Utility Box Beautification

Addendum A02

The following are guidelines to be followed when planting new or replacing old vegetation around a utility box in a common area close to your house.

1. An Improvement Application must be submitted to the Board before work begins.
2. A detailed drawing of your plan concerning how your beautification vegetation will look must accompany your application including a N. S. E. W. direction indication.
3. Your plan must in no way impede the ability of the maintenance contractors from performing their work efficiently.
4. Your Utility Box Beautification plan must in no way interfere with an adjacent homeowner's property. You may obtain written concurrence from your neighbor or they may wish to share the cost of beautification. If concurrence is not forthcoming from your neighbor the Board will decide on the beautification plan.
5. The diameter of your improvement/beautification area is limited to 4 feet from the out edge of the utility boxes and this is now the standardized size for all Utility Box Beautification projects. This size now applies to new (first time) Utility Box Beautification or redoing/replacing existing Utility Box Beautification. If beautified area is over 4ft in circumference the homeowner incurs the cost of maintaining the utility box area.
6. **Approved vegetative** planting for utility boxes can be found in the "Vegetation Sample Book" in the Utility Box Beautification section. NOTE: We have purposely limited the number of approved plants/shrubs in an effort to establish uniformity and function concerning utility boxes within our Squire Valley community.
7. Initial cost for purchasing, planting & replacing shrubs/plants is the homeowner's responsibility- including watering. Maintaining this utility box vegetation (pruning & mulching) is provided by the Squire Valley Homeowners Association. (Assuming beautified area is not larger the 4 ft as per point #5).
8. Non-plant materials such as: Wind chimes, spinning pinwheels, bird feeders & birdbaths are not approved for Utility Box Beautification areas.
9. The Board reserves the right to change or amend these guidelines on an individual application basis based on unique topographical or other considerations.
10. Homeowner must contact the utility companies to come out and indicate where power lines are buried via spray painting. Loss of utility services caused by homeowner negligence becomes the homeowner's responsibility.

Recommended Plants for Utility Box Plantings

Addendum A03

Below are plant recommendations. Recommended specs for planting bed size would be to allow for no less than four (4) feet and no more than five (5) feet distance from any utility box structure. In plan G below with extra upright plant, an additional two and a half (2 1/2) feet by two and a half feet should be allowed as a “bump out” section for the extra upright plant. All plants unless otherwise indicated shall be a minimum grade of 24-30” and meet all ANLA standards. Minimum of five (5) 24-30” plants and a maximum of twelve (12) 24-30” plants must be used in choices A, B, and C according to the size of each utility box site. A two (2) foot space must be included between two of the plants in each planting at the most appropriate angle view to allow for utility box access.

- A) *Ilex hybrida* China Girl and at least one (1) *Ilex* China Boy (Holly) – planted at appropriate spacing (approximately three foot centers).
- B) *Ilex meserveae* Blue Girl (or Blue Princess) and at least one (1) *Ilex* Boy (or Blue Prince) Holly-planted at appropriate spacing (approximately three foot centers).
- C) *Buxus hybrida* Green Gem – planted at appropriate spacing (approximately three foot centers).
- D) *Juniperus chinensis* Old Gold – minimum 5G 18-24” grade – planted at appropriate spacing (approximately three foot centers).
- E) *Chameacyparis pisifera* Lemon Thread (Gold Threadbranch Cypress) – minimum of 15-18” grade – maximum of three (3) planted on one side of utility box area in conjunction with one of the three choices found in A, B, or C.
- F) *Calamagrostis acutiflora* Karl Foerster (Reed Grass) – minimum of 3 G container size – maximum of three (3) planted on one side of utility box area in conjunction with one of the three choices found above in A, B, or C.
- G) *Rosa* Knockout or Double Knockout – minimum of 3 G container size – maximum of three (3) planted on one side of utility box area in conjunction with one of the three choices found above in A, B, or C.
- H) *Syrings meyeri* palibin (lilac) Tree Form – minimum 42” grafted with 24” head – planted in a two (2) foot bump out in rear of bed in conjunction with one of the choices found above in A, B, C, D, E, or F.

Recommended Plants for Squire Valley Estates Common Areas

Addendum A04

Background Plants

Ilex meservae Blue Girl & Blue Boy
Ilex hybrid China Girl & China Boy
Buxus Green Mountain
Juniper Old Gold
Juniper Sea Green
Chamaecyparis Lemon Thread
Hibiscus syriacus Blue Satin

Hibiscus syriacus Red Heart
Hibiscus syriacus Blue Bird
Physocarpus Summer Wine
Taxus media Hicksii
Thuja plicata Excelsa (tall)
Thuja plicata virescens (tall)
Viburnum carlesii
Viburnum plicata tomentosa Newport
Ilex Dragon Lady
Ilex Centennial Girl
Taxus Hicksii
Taxus Densiformis

Perennials

Miscanthus sinensis gracillimus
Calamagrostis Karl Foerster
Rosa Knockout Red
Rosa Knockout Double Red
Rosa Knockout Pink

Trees

Acer rubrum Sun Valley
Acer rubrum Karpic or Armstrong (upright)
Aesculus carnea Briotti
Aesculus carnea Ft. McNair

Upfront Plants

Buxus Green Gem
Juniper Buffalo
Juniper Skandia
Berberis Crimson Pigmy (tru)
Itea virginica Little Henry
Picea abies nidiformis
Spirea Goldmound
Weigela My Monet
Taxus Everlow

Perennials

Coreopsis Moonbeam
Hemerocallis Stella de Oro
Liriope muscari Variegata
Pennisetum Hamelin

Evergreens

Weeping Norway Spruce
Picea abies pendula
Colorado Spruce
Picea pungens

Trees

Gleditsia Skyline
Craetagus viridus Winter King
Fagus sylvatica
Fagus sylvatica Red Oblisk
Pyrus Chanticleer
Quercus rubrum
Quercus bicolor (Swamp White Oak)
Quercus macrocarpa (Burr Oak)
Magnolia grandiflora Edith Bogue
Magnolia grandiflora
Magnolia loebneri Dr. Merrill
Magnolia soulangiana
Magnolia virginiana (Sweet Bay)
Malus Hamlet (rose pink)
Malus Lancelot (white)
Malus Prairie Fire (pink/red)
Malus Royal Gem
Malus Spring Snow
Malus Thunderchild (pink)
Nyssa sylvatica (Black Gum)
Syringa reticulata Ivory Silk
Taxodium disticum (Bald Cypress)
Zelkova Green Vase
Zelkova Village Green

Evergreens

Picea Orientalis
Picea pungens Fastigiata (upright bl spruce)
Picea Omorika (Serbian spruce)
Pinus strobus (White Pine)
Pinus strobus fastigiata
Pinus densiflora umbraculifera (Tanyosho)
Pinus parviflora glauca
Pinus nigra (Austrian Pine)
Pinus mugo
Picea pungens Montgomery
Picea pungens Globosa

Landscape Guidelines, Policies & Procedures (cont.)

MAILBOX PLANTINGS ADDENDUM

In the past three years (2008-10) many mailbox plants were heavily damaged from the summer droughts and winter snow and ice damage. After consulting with several landscape professionals the board adopted a selection of hardier plant material to be used in these areas. **(Please know that any one of the approved plants will need to be kept watered during a prolonged period of drought).** The Purpose of the policy is to maintain uniformity around mailboxes.

This policy should be used to replace the one in your handbook that is under the Supplement to Landscaping section on Page 17. You can obtain a full copy of the handbook from the Squire Valley website or contact Towne Properties at (859) 291-5858.

The following plants have been approved to go around individual mailboxes:

Green Gem Boxwood, Gray Owl Juniper and two Daylilies: Pardon me (Red) and Stella de Oro (Yellow).

Each mailbox is to have two matching plants – one on either side of the box. There are few exceptions such as when only one plant will fit.

Items such as trees or large shrubs will not be permitted.

All plantings need to be adequately trimmed or the landscape company will be instructed to trim them back.

When replacing dead or dying mailbox plants they should be replaced with the approved plants – listed above. Mulch needs to be the black dyed variety to match what is used throughout the community.

The board has approved the following stone to be used around mailboxes that have erosion issues. **This is a Meramec red stone from Stone Center on U.S. 25 in Florence.**

Unit owners always have the option of submitting an improvement application to request a variance to the stated rules. Each request will be evaluated on a case– by–case basis and in the best interest of the community.

Landscape Guidelines, Policies & Procedures (cont.)

Supplements to Landscaping Section starting on page 17.

Lawn Sprinkler System

Addendum A06

The installation of lawn sprinkler systems is permitted in accordance with the following standards and restrictions.

1. An Improvement Application must be submitted and approved before any construction work begins.
2. Detail plans as to the exact location of the underground piping, the sprinkler heads and the control valves must accompany the application for installation.
3. The installation must in no way conflict with or prevent any adjacent homeowner from installing their system, should they choose.
4. The installation must in no way impede the ability of the landscape contractors from performing their work efficiently.
5. All sprinkler heads and control valves are to be flush mounted to the ground. Board reserves the right to control all head locations since it is all common ground.
6. The system must only water the shrubs and grass on the property onto which it is installed.
7. The total responsibility for maintenance and repair to the system will be the homeowner's responsibility.
8. Any repairs necessary due to damage caused by a contractor working for the Association will be the homeowner's responsibility. Operation of the system with must be coordinated with the grass mowing and shrub maintenance.

Exterior or Landscape Lighting

Addendum A07

Exterior building lighting or landscape lighting is permitted under the following conditions and standards effective as of May 1, 2005. All installations prior to this date are considered to be "grand-fathered" as long as no additions or substitutions are made.

1. An Improvement Application must be submitted along with detailed installation plan showing the exact location of all of the light fixtures and the proposed wiring route.
2. All lighting systems must be "low voltage".
3. Timers or photocells to control the operation of the system must be installed.
4. Pictures of all of the proposed light fixtures along with their specifications must accompany the application.
5. Spotlights illuminating the structure of the house from the ground up are prohibited.
6. Any damage to lights or wiring resulting from landscape maintenance will be the homeowner's responsibility.
7. Motion detection security lighting is not permitted unless approval is granted.
8. In all cases the Board reserves the right to request that the lighting system be preliminarily set in place and lighted for inspection for conformance prior to permanent installation of the light fixtures.
9. After installation, any light fixture that is deemed to be inappropriate or not in conformance with the plan, by the Board, will be required to be changed out or removed, at the owner's expense.
10. In all cases the Board will consider the impacts the lighting proposals are going to have on the adjacent neighbors. If the Board believes that the light being broadcast by any of the fixtures infringes on a neighbor you may be asked to adjust or change out that fixture or remove it entirely.

Architectural Guidelines, Policies & Procedures

Squire Valley Awning Policy for Patios & Decks

Addendum A21

The Owner's Association and Management Company assume no responsibility for the awnings installation or upkeep.

Awnings must be kept in excellent condition. All motorized parts must be kept operable at all times. If the Board determines the awning is not kept in excellent condition, the Board may cause the awning to be repaired, replaced or removed at the owner's expense.

Owners are responsible for any damage to their unit, or neighboring structures, as a result of the awning being installed.

Owners are responsible to remove the awning and to reinstall the awning in the event that maintenance is required on the exterior of the town home.

In the event that any needed damage repairs or maintenance is required to the exterior of the buildings, such maintenance is to be done through the Contractor and/or Management Company at the owner's expense.

Contractor: Queen City Awnings, 7225 East Kemper Road, Cincinnati, OH, 45249
Phone: 513-530-9660 Fax: 513-530-0662 Contact: Kelly Sullivan Cell: 513-403-5542
Website: www.QueenCityAwning.com

STYLE	Eclipse Retractable Awning System
AWNING COLOR(S):	Solid Color – Must Match Awning Color
BRAID COLOR:	Must Match Awning Color
FRAME:	Compliment Awning Color
EDGING:	Straight or Scalloped

AWNING MUST BE MOTORIZED WITH WIND SENSOR

AWNING MUST BE RETRACTED AT NIGHTFALL

All approvals will require the awnings to be professionally installed by Queen City Awning. Color Swatches must be attached to Owner Improvement Application.

An improvement application must be submitted for every resident interested in installing, reinstalling or modifying an awning

APPROVED: SQUIRE VALLEY BOARD OF DIRECTORS — MAY 10, 2007

Architectural Guidelines, Policies & Procedures (cont.)

Policy for Invisible Fences **Supplement to Animals and Pets Section (Page 15)**

Addendum A22

The installation of an invisible pet fence is not permitted. It must be understood by any homeowner that may have acquired a home that has one, that pets are not permitted to roam freely or unsupervised under any circumstances.

Policy for Satellite Dish Installation

Addendum A23

Purpose:

The purpose of this policy is twofold: (1) to establish provisions allowing residents to gain access to satellite-based TV service; (2) to assure that such installations have a minimal impact on the overall appearance / aesthetics of the community and do not pose an unacceptable visual appearance for nearby residents, including those whose line of sight is from behind the residence where the installation will occur.

Satellite Dish Installation:

1. An application for any dish installation and landscape screening must be submitted detailing the size of the dish, the mounting fixture or fixtures to be used, the proposed location and the rout of the wiring run. If necessary the Board may request alternative locations to consider for the Dish location.
2. Each residence will be restricted to one satellite dish. Rooftop installations will not be permitted.
3. Owner supplied and installed landscaping will be required below dish to help hide its appearance. If the dish will be located above existing shrubs, it may be necessary for the homeowner to change plant species.
4. Any exposed wiring must be neatly installed and kept to a minimum. To accomplish minimum exposure it is required to run wiring underground to reach a convenient entry point.
5. It is preferred that the satellite dish be located at the side of the residence and installed in a mulch bed with shrubbery to help hide it.
6. The braces can be mounted on the masonry but the top of the dish may not exceed 5 feet above ground level.
7. Proposed locations must be positioned so as to avoid damage by lawn mowers.
8. Satellite dishes will not be permitted in front of or near the front of any property that would make it visible from the street. The Board will consider an alternate location at the rear of the residence, if that is the only reasonable option available.

Squire Valley HOA Policy Regarding Tree Removal and Replacement

Addendum A 24

In order to clarify responsibilities for tree removal and tree replacement within the community, the Squire Valley HOA Board of Directors has adopted the following policy which expands the conditions set forth in the landscaping matrix of responsibilities contained in the Resident Handbook at pages 17 – 19. This policy does not apply to “Natural Areas” as set forth on page 20 of the handbook:

The HOA (at its expense) will remove any trees in the community which are categorized by the board as follows:

- 1) **Problematic Trees** - These are trees which due to their size, location and/or orientation pose a potential safety hazard to structures, vehicles or utilities. This category shall also include trees which are unsightly even if no safety concern is present.
- 2) **Dead / Diseased / Dying Trees** – These are trees which are either dead or in an advanced state of disease and, in the opinion of the HOA or, if necessary a tree specialist, cannot reasonably be restored to a healthy state.

This policy shall apply to all trees in the community whether located in common areas or in HO areas as defined in the Resident Handbook. For trees that are removed which are located in a HO controlled area, replacement of said tree (s) shall be at the discretion and expense of the HO. For trees located in a common area of the community, removal and/or replacement of said tree (s) shall be at the discretion of the Board of Directors.

May 2011