



**Tremont Club Master Home Owners**  
**HANDBOOK OF RULES AND REGULATIONS**  
**REVISION 1.0**

**ADOPTED BY TCM BOARD - March 25, 2015**  
**EFFECTIVE - April 1, 2015**

## REFERENCE GUIDE

This handbook and reference guide were prepared by the Board of Directors of THE TREMONT CLUB MASTER ASSOCIATION to serve as a quick source of general information about the community, the rules and regulations by which we shall live, and its governing the Association. This *is not* a substitute for the Declaration and Bylaws, which should be read and understood by every unit owner. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling documents.

Questions about the Association and its activities should be directed to the Board through the Association's Property Manager.

While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes and/or additions.

## MESSAGE FROM THE BOARD OF DIRECTORS

Dear Fellow Homeowners and Residents,

On behalf of the board, management and all residents of THE TREMONT CLUB MASTER ASSOCIATION, we would like to take this opportunity to welcome you to THE TREMONT CLUB MASTER ASSOCIATION.

THE TREMONT CLUB MASTER ASSOCIATION serves as the entity to maintain various areas and facilities developed in Tremont Club including but not limited to green, landscaped, and open areas, entry features to THE TREMONT CLUB, retention ponds, entry access gates, some portions of a private street system, a clubhouse, two pool houses, a wading pool, outdoor swimming pool.

At THE TREMONT CLUB MASTER ASSOCIATION, like any other association, the best interests of the community always outweigh the interests of the individual owners.

We look forward to receiving your questions and/or suggestions on how we, as a community and as a board can better serve each and every resident. All opinions are important and will be respected. All ideas are welcome.

Welcome Home!

THE TREMONT CLUB MASTER ASSOCIATION  
BOARD OF DIRECTORS

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# **THE BOARD AND THE ASSOCIATION**

## **BOARD OF DIRECTORS**

Questions for the Board should be forwarded to the property management company contracted by Tremont Club Master Association Board of Directors (See Appendix A) who will contact and coordinate with the Board of Directors.

## **THE BOARD**

An Association is a group of living units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. The Board of Directors is delegated by Ohio law and the Association Bylaws with the responsibility for the operation and management of the Common Elements of the community and the Association affairs. The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help to maintain property value.

## **ELECTION**

The Board of Directors is comprised of six members. Three are elected from The Estates and three from The Village at Tremont Club. The Directors' terms are staggered so a minimum of two Director Positions will be up for election each year, one each from The Estates and The Village. The election will take place each year at the annual meeting of the Tremont Club Master Association. Each newly elected Director will serve a three year term.

## **BOARD MEETINGS**

The Board meets as necessary, but in no event less than quarterly, to review the Association's finances and operations.

## **ASSOCIATION MEETINGS**

At least one annual meeting of the Association membership will be called, The meeting will be held by the last Monday in March or within one month thereafter consistent with By Laws Article III Section 3.01 and 3.04, advance notice will be hand delivered or mailed no less than 10 days prior to the meeting. Special meetings of the Association may be called as warranted. Notification of a special meeting will be made with a minimum of ten days advance notice.

## **COMMITTEES**

Committees will be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. All Unit Owners are encouraged to be actively involved in their community and volunteer for committee appointment. Examples of committees include: Building and Grounds, Community Newsletter, Social, etc.

## **MASTER ASSOCIATION DECLARATION AND BYLAWS**

Every Unit Owner should have received a copy of the Master Association Declaration and Bylaws at or before the closing on their unit. The Master Association Declaration and Bylaws are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the Association will be run. It is the duty of each Unit Owner to become familiar with the Declaration and Bylaws.

## **PROPERTY MANAGEMENT COMPANY FOR TREMONT CLUB**

The property management company will distribute the Bylaws and Declarations, Rules and Regulations Handbook, Directories and Site Map through the transfer fee procedure to new residents via the Title Company administering the closing.

(See appendix A for details on the property management company.)

## **PURPOSE OF RULES AND REGULATIONS & THEIR MODIFICATION**

The purpose of the rules and regulations of THE TREMONT CLUB MASTER ASSOCIATION is to establish rules that will preserve our asset (the community), control operating and maintenance costs, and provide for a harmonious living environment for all residents. The Association industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community and it is to this end that you're Board, pursuant to the Declaration and Bylaws, adopted many of these rules and regulations. The Board may amend the rules and regulations from time to time, as conditions change. Such change will prompt a revision page, or pages, to this handbook that will be issued to each Unit Owner.

## **NONCOMPLIANCE**

Residents who have problems with other residents with regards to following the rules of the Handbook are encouraged to try to resolve the issues informally.

Any resident who feels that a rule has been violated may file a formal complaint form (see page 17) with the management company. Once that complaint is received, the Board and/or management company will review the complaint, and if warranted (in the Board's discretion), will send a violation letter. The management company will also send the resident a copy of the section of the Handbook titled "Noncompliance".

The resident receiving the letter has the following options:

- 1) Comply with the Handbook. Once that has been achieved, the resident should notify the management company. If the management company does not receive notification, it will inform the board.
- 2) Write a letter to the Board that explains why the ten-day period is insufficient. The resident must propose another date and explain the necessity for the delay. Once the Board receives this letter, it may decide to grant the delay or instruct the resident to comply with the rules within ten days.
- 3) Write a letter to the Board disputing the legitimacy of the complaint. The Board will rule on this. If the complaint is found to be illegitimate, the issue is over. If the complaint is found to be legitimate, the resident will be advised to comply with the rules within ten days.
- 4) Refuse to comply. If the resident does not comply within the allotted time period and does not write a letter to the board requesting additional time or questioning the complaint, the Board may engage someone to perform the work necessary, and bill the resident for the cost.
- 5) The anonymity of the complainant will be protected to the extent permitted herein.

# **INSURANCE**

## **MASTER ASSOCIATION INSURANCE**

The Master Association will maintain appropriate levels of insurance according to Ohio State law and The Tremont Club Master Association Declaration and Bylaws.

## **MASTER ASSOCIATION INSURANCE POLICY**

A copy of the Master Association's Insurance Policy can be obtained upon request from the property management company for the cost of copying and postage.

## **ASSOCIATION INSURANCE COVERAGE OVERVIEW**

The Master Association maintains appropriate levels of insurance for the common elements, as well as the basic structure (both interior and exterior) of the clubhouse, and furnishing within the clubhouse.

# **COMMON ELEMENTS**

## **DEFINITION OF COMMON ELEMENT**

All elements of the Master Association are common elements.

## **PURPOSE OF COMMON ELEMENTS**

The common element is for the sole and exclusive use, benefit and enjoyment of the residents for the purpose and manner in which such elements and facilities are ordinarily used. All Unit Owners jointly own the common elements. No one shall use the common element or limited common element in such a manner as to disturb others.

## **DAMAGE TO COMMON ELEMENTS**

Unit Owners are responsible for the maintenance and repair resulting from damage to the common elements caused by any negligent or intentional act by the Unit Owner, residents of a unit, or guest of any Unit Owner or resident

## **PERSONAL PROPERTY**

No personal property, such as lawn chairs, bicycles, tables, chairs, etc. may be kept on the common element.

## **KEY CARD**

Key card replacement, whether lost or no longer working, is subject to a fee based on the cost of replacement.

## **PARKING - VEHICLES**

All parking by Occupants or guest of Occupants must be in properly designated and marked spaces.

Vehicles parked in common element parking spaces must be moved every 7 days and may not be used on a regular basis for a household with multiple vehicles.

Vehicles are prohibited to be parked in any manner that blocks any street or driveway, or the ingress/egress to any other Owner's garage. Parking along any street is prohibited. Parking and/or driving on any lawn area are prohibited.

Boats, trailers, motor homes, recreational vehicles, trucks (shall include all vehicles that have a length of more than 21 feet and pickup trucks larger than one ton capacity shall in every instance be considered a prohibited truck), campers, travel trailers, etc. may be parked in the street, drive, alley or Common Elements designated parking area for a period no longer than 48 hours in a 30 day period without advance approval by the Board or the Board's representative.

Major vehicular repairs are prohibited on common element property. Inoperable vehicles (flat tires, dead battery, expired tags, etc.) are prohibited to be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump etc.). Owners and their guests will make every effort to protect the common element paving and limited common element paving, such as using wood to distribute jack pressure, while affecting repairs. Owners are responsible for any damage created. Vehicles with flat tires, expired license tags, parked in a guest parking area etc., inoperable vehicles or vehicles which cannot be identified as belonging to an Occupant, which are parked in any common element for more than 7 days and not moved are subject to being towed and stored off the Property at the vehicle owner's expense.

Parking of Commercial Vehicles - those vehicles with commercial plates and/or signage are prohibited to be parked on limited common elements (driveways) or common elements (guest parking) at any time, without prior Board written approval. Commercial moving vans and trucks, or other commercial vehicles in the area to perform service or repair work for an Owner, Occupant or the Master Association are the authorized exceptions for the length of time necessary to accomplish the service or repair work.

Violation of any of the parking and vehicle operating rules may result in towing and storing, without notice, at the vehicle owner's expense.

## **PETS**

Pet owners are responsible for promptly cleaning up after their animals. The Common Elements are for the enjoyment of ALL Unit Owners and Residents. These elements cannot be fully utilized and enjoyed if animal wastes are left on the grounds. Pets are not allowed to run uncontrolled, leashes must be held in hand and no animal may be off a leash as that animal, even if very docile, can represent an annoyance to, or perceived threat by a fellow community resident. The following clarifies the rules governing pets in the community:

Animals other than those classified as Household Domestic Pets are prohibited. The number and size of the household domestic pets are subject to reasonable limitations. Pets will not be bred or maintained for commercial purposes.

All pets must be on a hand-held leash when in the common element.

Pets shall not be tethered (tied, chained) outside on the common element.

Animal wastes must be cleaned up immediately. Owners or Occupants failing to clean up after their pets will be assessed the costs for grounds maintenance people to clean up after their pets. The cost of repairing any damage done to Association property by an animal, such as to siding, lawn etc., will be an enforcement assessment of the Unit Owner or Occupant responsible for that animal. This shall include damage to the common elements, caused by urination in the same location. The Board shall provide the owner a notice concerning the right to a hearing prior to any assessment for such a violation and damages.

The pet stations were not designed or designated to hold a pet's weekly waste. Unless you are walking your pet in the area of a pet station, pet waste is to be put in the Occupant's trash can for weekly pickup as provided for as part of the solid waste collection services.

In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of \$25 for each offense, after the first warning notice.

## **REASONABLE SNOW REMOVAL**

Reasonable snow removal is managed by balancing the needs of Occupant's safety, amount of snowfall, snow removal costs, and forecast information. Each snowfall is different and removal actions could be different depending on the amount of snowfall, the duration of the snowfall period, and the weather forecast for the days following the snow event.

While it is not possible to define a set of actions to be taken for each snowfall, guidelines for reasonable snow and ice removal standards are established by the Board. The Board's representative may use the National Weather Bureau forecasts etc. in determining what needs to be done. When temperatures are to remain freezing for the following day after the snowfall, then, as soon as the snowfall stops, the representative will take the necessary and warranted action to continue to clear the Property.

Typically, the snow is plowed one lane wide for the first pass to ensure access to Property in the most efficient time period. When snow is plowed, cars in parking spaces will have a drift of snow alongside and/or behind any parked vehicle. Spaces without parked cars will be used to place the snow during the first and subsequent passes. We are not our contractor's only client, therefore, the contractor will return as needed to clear the main road on all the Property they are contracted to remove snow and continue to open up wider lanes (additional passes). The public sidewalks adjacent Davidson Road along our frontage and other designated pedestrian areas and parking areas will also be reasonably cleared as time permits and budgeted funds are available.



## CLUBHOUSE USE

Smoking is prohibited anywhere in the Clubhouse area, including the restrooms, foyer, patio, porches, fitness areas and pool deck areas.

For purposes of this policy the Owners and Occupants are identified as the “Responsible Party”. Owners are the legal owner of the respective Unit including their spouse even if not on the deed. The Occupant is the individual or individuals whom have signed the lease agreement with an Owner. Individuals are 18 years of age or older who have the Unit as their legal residence and are identified to the Tremont Club Master Association as being an Occupant of the Unit.

The Clubhouse is for the private use of the Responsible Parties, Tremont Club homeowners/condominium boards or other approved committee functions of the Tremont Club Board. The Clubhouse is available without charge to the Association’s Board of Directors and Board approved committees for conducting Association business.

The Clubhouse rules apply for all events and for all Responsible Parties and guests.

The Responsible Party paying for the rental of any clubhouse area, for a private function has the exclusive right to use these areas for the pre-approved rental period. Responsible Party renting any of the clubhouse area(s) may not prohibit Owners and/or Occupants from using the exercise room, pool and deck area, and restrooms during the time of the private function. The Responsible Party reserving the Clubhouse does so with the understanding that it is a Responsible Party function and that he or she must be present for the duration of that function. Different sections of the Clubhouse can be rented to more than one party at the same time.

Responsible Parties in good standing (i.e., those whose dues and assessments are paid in full and who are not in violation of any Rules) may reserve all or portions of the Clubhouse on dates and times when no other event is previously scheduled. All reservations are made on a first come first reserved basis.

The Clubhouse must be reserved through the Concierge for all meetings and events. The Concierge’s hours and duties will be available upon request. To rent the Clubhouse, see Clubhouse Rental Rules. The Rental Reservation and Agreement, Cleanup Checklist and Rental Fees are located in Appendix D to this handbook (copies are available through Concierge as well).

The Responsible Parties reserving any clubhouse area, are responsible for restoring it to a clean and orderly condition as specified on the Clubhouse Checklist, and are liable for any cleanup and/or damage associated with the use. Such restoration must be completed at the conclusion of the event. If the facility is returned to a clean, orderly and proper condition, the reservation deposit check will be returned following the inspection. The Concierge maintains a list of companies or individuals who will clean the areas rented for an established price payable in advance with the rental. The Responsible Party is responsible for removing their trash and disposing at their Units. If the Clubhouse is not cleaned and trash is not removed, all charges incurred by the Association will be deducted from the deposit check and any additional costs will be billed to the Responsible Party.

The Board shall provide the owner a notice concerning the right to a hearing prior to any assessment for such a violation and damages.

The Responsible Party and guests will have exclusive use of the clubhouse area(s) rented. Guests may not use the Tremont Room, the pool area or fitness facility including the fitness equipment. Other Owners, Occupants, their relatives and guests, must refrain from entering the clubhouse areas currently rented when a party or function is in process.

The Responsible Party must furnish equipment, supplies and cleanup materials for the event as needed.

The capacity of the Clubhouse is limited to 176 people. Functions are prohibited for larger groups.

**Occupancy levels**

Occupancy		176	Entire building	
<b>88</b>	45	Great Room	11	Sales Office
	43	Foyer	4	Design Studio
<b>29</b>	24	Card Room	23	Fitness Room
	5	Small Card Room	7	Aerobics Room
10	10	Media Room	2	Therapy room
			2	Business Center
<b>127</b>	<b>127</b>	<i>sub total</i>	<b>49</b>	<i>sub total</i>

In consideration of other Occupants and neighbors, you must refrain from playing loud music. The City of Hilliard has a noise ordinance (Hilliard City Code Section 531.02) prohibiting loud disturbances across property boundaries from 10 p.m. to 7 a.m. End your function by 1:00 a.m. nightly and reduce noise accordingly after 10 p.m. consistent with the provision of Hilliard City Code.

Under municipal law, city regulations on occupancy levels and noise are only enforceable by the local police department. Any violations of these ordinances should be reported to the Hilliard City Police Department. Phone number can be found in Appendix A.

The portions of the clubhouse designated for free use of owners and guest, swimming pool or fitness facility, and Tremont Room may not be reserved, and cannot be used by the Responsible Party or their guests.

No person in bathing attire is permitted in the Clubhouse, except in the locker room area.

When not in use all entrances to the Clubhouse will be locked. It is the responsibility of the persons reserving the facility to see that entrances are closed, locked and secured when leaving.

A twenty-four (24) hour notice is necessary for renting the clubhouse so appropriate scheduling can be done.

The French doors between the rental and non-rental areas must remain locked at all times.

## **Tremont Room – (for free use by Occupants/Owners).**

This area of the clubhouse is set aside for free use of Occupants and their guest to gather, relax and socialize. This area is identified as the southwestern portion of the clubhouse and includes area for playing cards, games, watching TV, relaxing, reading and enjoying quiet social time. Occupants may bring light refreshments. Each Occupant is responsible to clean the area they use and to remove any trash and items they bring with them. This is not an area for private parties etc. Be respectful of other Occupants while using this area. Excessive noise and disturbances are prohibited and can result in Occupant/Owner being asked to leave or have use denied.

## **CLUBHOUSE RENTAL RULES**

New reservation and deposit fees have been established and can be found in Appendix D – Clubhouse Rental and Deposit Schedule of this handbook.

1. For rental purposes, the area(s) to be rented ("rental area(s)") include the great room, foyer, card rooms, media room, patio and access to the restroom. All activity should be confined inside with the exception of the patio area. Rental does not include the Tremont Room, fitness facility or pool areas. There can be multiple areas of the clubhouse rented at the same time to different groups. Rental times are for a four hour time period with an additional one hour before and after the event for setup and cleanup. If more than four hours is needed (excluding the before and after time), there is an hourly charge for each additional hour. Reservations can be made up to 8 months in advance with the rental fee due at the time the reservation is made. The deposit fee is due 2 weeks before the event. Any reservations requiring more than eight months' notice, or there is a conflict of a rental time, will be referred to the Board for consideration.

2. **Use of Rental payments.** The funds received from renting the Clubhouse will be deposited in the Tremont Club Reserve Account for use for long term maintenance or repairs to the Clubhouse.

3. There is no use of the Tremont Room, pool or pool deck when renting the clubhouse. In addition, the fitness facility, including the yoga room, locker room and exercise equipment is off limits during the clubhouse function. This may result in forfeiture of deposit if violated. The Board shall provide the owner a notice concerning the right to a hearing prior to any assessment for such a violation and damages.

4. Any Responsible Party in good standing may reserve any of the rental areas for private use. The rental area is never available for overnight activities or lodging.

5. The rental areas of the clubhouse are not to be used for repeated or regular use of outside organizations.

6. Responsible Parties are prohibited to reserve a rental area for use by a non-resident or by a business organization.

7. The maximum number of people permitted in the Clubhouse Great Room at any one time is to be determined by City and/or Local fire codes.

8. The Clubhouse is a "NO SMOKING" facility.

9. A rental fee and deposit schedule for the rental of the clubhouse areas is included in Appendix D to these Rules. The rental and deposit fees are to be paid in the form of two separate checks made payable to The Tremont Club Master Association. The rental fees must be paid in full at the time the reservation is made. The rental deposit fees will be due 2 weeks prior to the event and will be held by the Concierge pending a final inspection of the facility by an association team member. If the Responsible Party's checks fail to clear the bank, the returned check charge plus any additional cost incurred will be billed to the Responsible Party. After a rental, the rental deposit will be returned provided all is acceptable. Any damages or related matters that cause expenses will be deducted and a refund issued or applied in whole or in part to restore the Clubhouse to its original condition as established by the Association's post event inspection. The notice of determination of any damages and/or cleaning will be made and the renting Responsible Party will be advised within 2 business days after the rental. The cost of cleaning or repairing the Clubhouse and/or adjacent Common Elements as a result of the use by the Responsible Party or guests (invited or not), which exceeds the amount of the reservation funds will be billed, if unpaid, to the Responsible Party. Any reasonable attorney fees, court costs and/or collection costs, may constitute a lien against the Responsible Party's Unit. If the Clubhouse Area or any other Common Elements is damaged, the Association reserves the right to refuse future use of the Clubhouse to the Responsible Party who is responsible for the damage.

10. The Responsible Party assumes full responsibility for any damage done to the Clubhouse, its contents, or the surrounding Common Elements. The Responsible Party holds the Association and its Board of Directors, officers, and agents harmless from, and indemnify the Association and its Board of Directors, officers, and agents for, any claims against the Association and its Board of Directors, officers, and agents for damages, including reasonable attorney's fees and court costs suffered by the Association or Board of Directors, officers, and agents.

11. The Responsible Party, or their agent, must be present at all times and must accompany caterers, florists, musicians, and others, prior to and after the rental as needed.

12. Decorations from the parties may not be nailed or tacked to any surfaces. They may be taped to unpainted surfaces only, such as windows. Tape applied to painted surfaces will remove the paint and will cause a charge to be assessed for repair.

13. Guests are to be under the direction and control of the Responsible Party making the reservation. Alcoholic beverages may not be sold under any circumstances. The use of any alcoholic beverages must be confined to the Clubhouse Great Room, card rooms and media rooms only and must be in accordance with State and Local Laws. Any infractions or disturbances created as a result of the activity which requires police authorities to respond and/or take action shall be considered a violation of these rules and will result in forfeiture of the reservation deposit plus additional charges and fines which may be levied. This is a residential community and boisterous behavior before, during, or when departing the Clubhouse must be minimized. Please be a "good neighbor".

14. The Responsible Party and guests must park only in the parking lot adjacent to the Clubhouse in the designated parking spots and not along the curbs or designated mail box parking spaces. Vehicles parked otherwise may be towed and stored at the vehicle owner's expense. If the Clubhouse Area or any other Common Element is damaged, the

Association reserves the right to refuse future use of the Clubhouse to the Occupant responsible for the damage.

15. The Board of Directors and the Clubhouse Coordinator/Committee and Concierge reserves the right to free access to all portions of the Clubhouse at any time.

16. Pets are prohibited in any area of the Clubhouse, except for service or support animals.

17. The Responsible Party must ensure the Clubhouse is left in the same condition as it was before the event. All trash, decorations, and food are to be removed by the Responsible Party, and the restroom cleared of trash. Tables, counters, windows, and floors must be cleaned so that the Clubhouse is ready for the next use.

18. A pre/post event inspection checklist is provided and must be completed by the Responsible Party. The Association will conduct a post event inspection prior to any subsequent rental of the space. (See Appendix D)

19. The fireplace and fire pit are to be used at your own risk and must be turned off at the conclusion of the event. The Responsible Party is responsible for its proper use and is liable for any damage. The fireplace switch, located to the left on the fireplace wall, must be in the off position prior to leaving the Clubhouse. The fireplace key is to be left on the concierge's desk.

20. Closing time for the Clubhouse is 1:00 A.M. The event must conclude by 1:00 A.M. and all guests must vacate the premises. The Responsible Party has been provided a one hour period beyond the rental period to clean up.

21. Any violation of these Rules may result in the forfeiture of part or all of the reservation funds. This is in addition to any other remedy available to the Association, including the filing of a lien for any cost or damages suffered by the Association.

22. The Responsible Party may dispute any cleaning and/or damages to the Board of Directors. The Board shall provide the owner a notice concerning the right to a hearing prior to any assessment for such a violation and damages.

## SWIMMING POOL RULES

It is the responsibility of each Resident to see that these Rules are enforced in order to maintain a safe pool area for the use and recreation of all concerned. The Board of Directors has the obligation and the right to suspend the pool privileges of any Resident who abuses the privilege or creates a safety hazard for others.

### **NORMAL POOL HOURS: 7 AM — 10 PM**

The swimming pool is for the use and enjoyment of all TREMONT CLUB Occupants and guests. Guests must be accompanied by an Occupant and are limited to a maximum of 4 guests per Unit.

1. A guest is defined as someone not living within the unit.
2. No lifeguard is on duty. Occupants and guests swim at their own risk. The Tremont Club Master Association and the Management Company are not responsible for any swimmers or personal property.
3. Person(s) age 12 and under must be accompanied by an Adult Resident or Adult family member. Adult is defined as someone over the age of 18.
4. No running, diving or roughness is allowed in or around the swimming pool.
5. The pool is not available for private "pool parties".
6. Drinks and snacks are permitted at the tables. However, glass containers/bottles are prohibited. Drinks and snacks are never permitted in the swimming pool itself. Occupants are responsible for the removal of their trash and that of their guests into properly covered sanitary containers.
7. No cursing or swearing.
8. No intoxicated behavior. Public intoxication will not be tolerated.
9. No pets are permitted in the swimming pool area.
10. No bicycles, tricycles, roller blades, roller skates, skateboards, motorized vehicles, etc. permitted in pool area.
11. Pool gates must remain closed at all times.
12. Proper swimming attire is required. Cutoffs or shorts are prohibited. Water proof swim wear must be worn by those who are incontinent and changed frequently enough to avoid contamination of the pools and pool area.
13. When listening to any audio equipment earphones must be used.
14. Only one chair per person is permitted to enable more Occupants to have access to the chairs and tables.
15. If you raise the umbrellas, remember to close them when you depart. This will minimize damage to the umbrellas when adverse weather develops.
16. Grills are prohibited other than the one built in.
17. No smoking inside the fenced area of the pool.
18. The "wading pool" is for small children (defined as less than 32 inches in height) under the supervision of an adult resident or adult family member. Larger children or adults with physical disabilities are also allowed to use the wading pool. Diving, running and jumping into the wading pool are prohibited.
19. Pool rafts or large floating devices are prohibited. Arm floats, pool noodles and other flotation devices are permitted.
20. Swimming pool hours will be adjusted at the discretion of the Board and posted seasonally on the pool gate.
21. The Tremont Club Master Association, Management Company, clubhouse staff has the authority to suspend pool privileges at any time for violations of the above Rules.

NEITHER THE ASSOCIATION NOR THE MANAGEMENT COMPANY IS RESPONSIBLE FOR INJURIES TO OCCUPANTS(S) AND/OR GUEST(S) WHILE USING ANY RECREATION FACILITY. THE OWNER IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE OCCUPANT(S) OF THEIR UNIT AND/OR GUESTS.

## **FITNESS FACILITY RULES**

1. The Fitness Facility is for the use and enjoyment of all TREMONT CLUB Occupants and guests. Any guest must be accompanied by an Occupant at all times.
2. Each Occupant is limited to 2 guests who are other than family members. For safety reasons and based on manufacturers' warnings persons under age 13 are not permitted to use the Fitness Facility and its equipment unless accompanied and under the supervision of an adult owner/occupant over 18 years of age.
3. No pets, food or smoking is permitted in the Fitness Facility. You may have closed/capped bottle of water at the entry table or in the designated bottle holders on the equipment.
4. Proper usage of exercise equipment by Occupants and guests is required. Improper use will result in damage to equipment and may lead to the suspension of the Fitness Facility privileges for the abuser.
5. All exercise equipment must be wiped down after each use. Cleaning spray and paper towels are provided for you.
6. Thermostats are set at comfortable temperatures and are not to be reset. Windows are not to be opened. If there is a malfunction with the heating or air conditioning system, please contact the Clubhouse Coordinator.
7. If you are the last person leaving the Fitness Facility, turn off all exercise equipment, lights and televisions.
8. Lockers in the fitness facility are there for use while using the facility and are not for overnight storage.
9. Exercise at your own risk. Please consult your physician prior to commencing any exercise program.

NEITHER THE ASSOCIATION NOR THE BOARD OF DIRECTORS AND OFFICERS AND MANAGEMENT COMPANY IS RESPONSIBLE FOR INJURIES TO OCCUPANT(S) AND/OR GUEST(S) WHILE USING ANY RECREATIONAL FACILITY. THE OWNER IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE OCCUPANT(S) OF THEIR UNIT AND/OR GUESTS.

## **RULES ENFORCEMENT POLICY**

1. Complaints — A case will be opened upon the receipt of a written complaint by any Owner/Occupant.
  - a) The Property Manager is authorized to open cases for violations of any Rules.
  - b) The person making the complaint must be identified in the complaint, and may testify at any hearing.
2. Letters
  - a) A series of three letters will be sent to the Owner who is responsible for compliance.
    - i. The first letter is a notice of a potential Rule violation seeking compliance.
    - ii. The second letter is a notice of a Rule violation requiring immediate compliance to avoid further action.
    - iii. The third letter notifies the Owner/Occupant of the enforcement assessment the Association proposes to levy against them for the violation.
  - b) Each letter invites the Owner/Occupant to comply or request a hearing before the Board to refute the accusation, request a variance or expectation. When requesting a hearing the Owner/Occupant may advise the Board of extenuating circumstances, or to make any other explanation or argument to the Board that they should consider before implementing any sanction.
  - c) The case may be closed at any point if the Owner/Occupant complies by curing the violation, or if the Board determines that no violation occurred.
- 3 Hearing
  - a) The Board of Directors will hear any Owner/Occupant who requests a hearing under this process.
  - b) The President, his/her appointee or Management Company will present the facts supporting the enforcement steps taken to date, and may call the complainant to testify if necessary (the complainant is not required to testify but the owner does have the right to know the name of the person who made the complaint).
  - c) The Owner/Occupant may present evidence and testimony to refute the accusation, to support a request for variance or exception, or to make any other explanation or response they deem relevant.
  - d) The Board will adjourn to consider all the evidence and, within 30 days after the hearing, advise the Owner/Occupant of its findings and decision.
4. Sanctions
  - a) The Board may, in its sole and absolute discretion, establish enforcement assessments for any given Rule violation.
  - b) All enforcement assessment imposed by the Board will be fair and reasonable.



**TREMONT CLUB MASTER ASSOCIATION  
COMPLAINT REGISTRATION**

***PARTY BEING COMPLAINED ABOUT:***

Name (if known): \_\_\_\_\_

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

Location, Date and Time problem occurred: \_\_\_\_\_

**STATE RULE VIOLATED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***ADDITIONAL COMMENTS:***

Please include any additional comments that will assist us in the enforcement of the above mentioned violation:

\_\_\_\_\_  
\_\_\_\_\_

**OWNER FILING COMPLAINT** – while all complaints are kept confidential, please keep in mind that the party being complained has a right to know who filed the complaint. At that time, the confidentiality of this form is null and void.

Name \_\_\_\_\_

Address \_\_\_\_\_

Work number \_\_\_\_\_ Home/Cell number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

***Please remit this completed form to the Property Management Company.  
See Appendix A for specific information.***

**APPENDIX A**  
**IMPORTANT NUMBERS**

**PROPERTY MANAGEMENT COMPANY**

**The property management company retained by the Board is:**

Real Property Management, Inc.  
5550 Blazer Parkway, Suite 175  
Dublin, OH 43017  
Tel: 614-766-6500      Fax: 614-792-9174  
Web: [www.rpmanagement.com](http://www.rpmanagement.com)

**IMPORTANT TELEPHONE NUMBERS**

Emergency Police Department	911
Emergency Fire Department	911
Hilliard Police Department	614-876-7321 or 614-889-1112
Norwich Township Fire Department	614-766-1112
Local Waste Services (Trash Collection)	614-409-9375
Spectrum Utility Solutions (Water Billing)	614-777-1199
Columbia Gas Company	614-460-2222
AT&T	1-800-660-1000
Time Warner	614-481-5050
AEP Electric	1-800-277-2177
Tremont Club Clubhouse	614-876-5700

## **APPENDIX B OPTIONAL SERVICE PROVIDERS**

**DISCLAIMER:** The Master Association does not imply or express an endorsement of any service or product offered by the service providers listed below.

### **APPLIANCES**

Whirlpool Appliances 1-800-253-1301

### **COMPUTERS**

Daddy's PC Computer Service  
(Michael Sherry) 614-537-2208  
Innovative Technology Support, Ltd. 614-476-8960

### **COUNTER TOPS**

Perotta 614-876-7921  
(Granite Tops)

### **DRYER VENT CLEANING**

Dryer Vent Wizard of Central Ohio 614-935-9574

### **ELECTRICAL**

Romanoff Electric 614-755-4500

### **EMERGENCY RESTORATION**

Puroclean 614-309-5739  
(Water, Fire & Mold)

### **FLOORING**

America's Floorsource (Chris Miller) 614-237-3181 Easton Area  
(Erik Warren) 614-429-3121 Trabue Rd.

### **GARAGE DOORS**

Hamilton Parker 614-358-7800

Mike McHugh 614-348-7329  
(Garage Door Repair)

### **HANDYMAN**

Dan Forney of Grove City 614-875-9248 (H)  
614-581-7355 (C)

Ray Garcia 614-319-4359

**APPENDIX B**  
**OPTIONAL SERVICE PROVIDERS**

**DISCLAIMER:** The Master Association does not imply or express an endorsement of any service or product offered by the service providers listed below.

**HEATING & COOLING**

Air Source Heating & Cooling	614-886-2008
Arrow Heating & Cooling	614-229-4328
Hetter Heating & Air Conditioning	614-784-9200

**LIGHTING**

Capital Lighting (Light Fixtures)	614-841-1200
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**PAINTING**

Up Against the Wall (Interior & Wallpapering) (Karen MacCallum)	614-268-1600
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**SECURITY**

Act Now 2 B Secure (Randy or Susie Brock)	614-348-5389
ADT Security	1-800-369-0996

**WINDOW CLEANING**

Crystal Clear Window Cleaning of Ohio, Inc. (Mark Johnston)	937-901-2913
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**WINDOWS/SIDING**

Alside Supply Center	614-985-4611
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## **APPENDIX C RECORDS MANAGEMENT**

Records of the Tremont Club Master Association will include, but not be limited to, Annual Meeting Minutes, Board Meeting Minutes; Financial Statements and Meeting Agendas. These records will be maintained on the Association's website and in hard copy. Hard copies of these documents will be made available through our concierge for those who want hard copies. There may be a cost associated with hard copies.

The records will be kept under the appropriate category by date. The following standard shall be used for filing and nomenclature for documents maintained:

TCM\_year month day\_file name, e.g.:

TCM\_20141112\_HOA Board Mtg Minutes - (November 12, 2104 Master Board Meeting minutes)

TCM\_20141112\_HOA Board Agenda – (November 12, 2014 Master Board Meeting Agenda)

TCM\_20141013\_Financil Report – (October 31, 2014 financial report supplied by property management Co.)

### **BOARD POLICIES:**

TCM\_2014813 Board Meeting Notice Policy Tremont Master Association

TCM\_2014813 Investment Strategy for Tremont Club Master Association

## APPENDIX D

# TREMONT CLUBHOUSE RENTAL AGREEMENT

### **THIS RENTAL AGREEMENT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT. PLEASE READ THOROUGHLY BEFORE SIGNING.**

For purposes of this agreement, Owners and Occupants are identified as the "Responsible Party". Owners are the legal owner of the respective Unit including their spouse even if not on the deed. The Occupant is the individual or individuals whom have signed the lease agreement with a legal Owner; individuals are 18 years of age or older who have the Unit as their legal residence and are identified to the Tremont Club Master Association as being an Occupant of the Unit.

The Rental Agreement (the "Rental Agreement") by and between the Tremont Club Master Association (the "Association") and \_\_\_\_\_, the Responsible Party of the Unit located at \_\_\_\_\_ is dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The Responsible Party's key card numbers are \_\_\_\_\_ and \_\_\_\_\_.

The term (the "Term") of this Rental Agreement begins at \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20\_\_\_\_ and ends at \_\_\_\_\_ AM/PM on \_\_\_\_\_ 20\_\_\_\_. The Responsible Party has full use of the parts of the Clubhouse being rented during the term of the Rental Agreement.

**RENTAL AREAS:** \_\_\_\_ GREAT ROOM/FOYER    \_\_\_\_ CARD ROOMS    \_\_\_\_ MEDIA ROOM    \_\_\_\_ PATIO  
\_\_\_\_ All                      (place an X in areas being requested)

The Responsible Party must pay to the Association (based on the areas rented) a rental fee in the amount of \$ \_\_\_\_\_ along with refundable reservation deposit of \$ \_\_\_\_\_. The refundable reservation deposit will be returned upon a determination that no damage has resulted from the Responsible Party's use and that no additional cleaning is required.

The undersigned, in consideration of fees paid for the rental of the Tremont Clubhouse, states and agrees:

1. The Responsible Party has read or received a copy of the Tremont Club Master Association Rules regarding clubhouse use and rental rules and agrees to comply with all the rules in effect at the commencement of the Term of this agreement. The Responsible Party agrees to return the clubhouse in the same condition as it was at the commencement of the Term and that failure to do so shall lead to a forfeiture of the reservation deposit. If such reservation deposit does not cover the cost of cleaning and repair of the clubhouse, the Association, through its Board of Directors, reserves the right to bill the Responsible Party for the remainder of those costs as a Special Assessment.
2. The Responsible Party is solely responsible for ensuring that I, my guests, licensees and invitees abide by the Association's Rules and this Rental Agreement.
3. For the Responsible Party and their guests, licensees, and invitees, the Responsible Party waives and releases the Association and its Board of Directors, officers, and agents from liability relating to any injuries, damages, or expenses that might arise directly or indirectly during the term of rental of the Clubhouse, and further agree to indemnify and hold harmless the Association and its Board of Directors, officers, and agents and assigns from all current and future, foreseen and unforeseen actions, expenses, judgments, damages or claims of any kind, including attorney fees that may arise from or in connection with the rental and use of the clubhouse, including, but not limited to personal injuries by or to the Responsible Party or their guests, licensees, and invitees.

4. The Association and its Board of Directors, officers and agents and assigns, are not responsible for any lost or stolen items or any loss of use of the clubhouse due to acts of God, governmental authority or by accident. This provision is extended to any vehicle parked upon the Property, the street, or on the private streets that are a part of Village at Tremont Club Condominium or Estates at Tremont Club Condominium. This rental Agreement is executed without reliance upon any promise, inducement, statement or representatives or attorneys.
5. This Rental Agreement binds the Responsible Party and their heirs, successors or assigns, along with their guests, licensees, and invitees and represents the entire agreement between the Master Association and the Responsible Party.
6. Cancellation Policy: A clubhouse rental that is cancelled 14 days or more prior to the event, a full refund of the rental fee will be made. A clubhouse rental cancellation made less than 14 days but more than 7 days, a refund of 50% of the clubhouse rental fee will be charged. If a rental is cancelled less than 7 days prior to the event the entire rental fee will be forfeited. However, if the clubhouse can be rented for the same time period as the original reservation, consideration will be given for a full refund of the rental fee.

The Responsible Party acknowledges that he/she has been afforded the opportunity to consult with legal counsel regarding the terms and conditions of this Rental Agreement. The Responsible Party acknowledges that he/she has read the entire Rental Agreement, that the terms of the Rental Agreement are clear to the Responsible Party and there are no other understandings or agreements other than as set out or attached to herein, and that the Responsible Party voluntarily consents to all of the Agreement's terms and provisions.

PLEASE READ THIS RENTAL AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE RENTAL AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS. YOU ACKNOWLEDGE YOUR REVIEW AND APPROVAL OF THIS RENTAL AGREEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

RESPONSIBLE PARTY

\_\_\_\_\_

PRINT NAME \_\_\_\_\_

TREMONT CLUB MASTER ASSOCIATION AUTHORIZED AGENT

\_\_\_\_\_

PRINT NAME \_\_\_\_\_

## APPENDIX D

### TREMONT CLUB MASTER ASSOCIATION CLUBHOUSE RENTAL FEE AND RESERVATION DEPOSIT SCHEDULE

Adopted 12/12/2014  
Effective 1/1/2015

Rental Fees					
ROOMS	Short term use	**Small Event	** Medium Event	** Large Event	***Additional Hourly Rental Rate
Great Room/Foyer	\$ 40.00	\$ 45.00	\$ 60.00	\$ 75.00	\$ 15.00
Card Rooms	\$ 30.00	\$ 35.00	\$ 45.00	\$ 60.00	\$ 11.67
Media Room	\$ 20.00	\$ 25.00	\$ 35.00	\$ 40.00	\$ 8.33
* Patio	\$ 10.00	\$ 15.00	\$ 20.00	\$ 25.00	\$ 5.00
<i>* The Patio can only be rented when one of the rooms above are rented.</i>					
# All	\$ 80.00	\$ 96.00	\$ 128.00	\$ 160.00	\$ 32.00
<b>** These are a full rentals that are for a 4 hour period plus 1 hour each for set up and cleanup</b>					
<b>*** Additional hours may be rented at the hourly rate provided.</b>					

Reservation Deposits					
ROOMS	Short term use	Small Event	Medium Event	Large Event	
Great Room/Foyer	\$ 75.00	\$ 100.00	\$ 150.00	\$ 200.00	
Card Rooms	\$ 75.00	\$ 100.00	\$ 100.00	\$ 100.00	
Media Room	\$ 50.00	\$ 75.00	\$ 75.00	\$ 75.00	
* Patio	NA	NA	NA	NA	
<i>* The Patio can only be rented when one of the rooms above are rented.</i>					
# All	\$ 160.00	\$ 220.00	\$ 260.00	\$ 300.00	
<b># Note: when renting all total cost is reduced by 20%</b>					

*Short term Event: An event that last 3 hours or less*

*Small Event: ≤ = 25 people*

*Medium Event: > 25 people to ≤ 75 people*

*Large event: > 75 people to maximum capacity*

Clubhouse Occupany Levels				
Occupancy		176	Entire building	
88	45	Great Room	11	Sales Office
	43	Foyer	4	Design Studio
29	24	Card Room	23	Fitness Room
	5	Small Card	7	Aerobics Room
10	10	Media Room	2	Therapy room
			2	Business Center
127	127	sub total	49	

Rental and Deposit Rates were adopted by the Tremont Club Master Board on December 12, 2014



## APPENDIX D CLUBHOUSE CLEANING CHECKLIST

The Responsible Party signing the lease agreement is responsible for the condition of the clubhouse and is required to check the following items before and after an event. The completed form should be placed in the designated area by the concierge's desk. A member of the clubhouse association team will also review the checklist. The Responsible Party will be notified within 2 business days if there are any issues.

DATE USED \_\_\_\_\_ TIME OF EVENT \_\_\_\_\_  
 ROOMS USED: \_\_\_ GREAT ROOM \_\_\_ FOYER \_\_\_ CARD ROOM \_\_\_ MEDIA ROOM \_\_\_  
 PATIO \_\_\_

Use an "A" for ACCEPTABLE and an "N" for NOT ACCEPTABLE. Make specific comments on the PAGE 2 of this form of any problems encountered.

ITEMS TO COMPLETE	PRE CHECK	POST CHECK	TEAM MEMBER
1. CARPET - VACUUMED	_____	_____	_____
2. CARPET – STAINS, BURNS, SPILLS	_____	_____	_____
3. FLOORS – MOPPED & CLEANED	_____	_____	_____
4. KITCHENS – CLEAN SINK, MICROWAVE, REFRIGERATOR (INSIDE/OUT), CABINETS, FLOORS, COUNTERS.	_____	_____	_____
5. CLEAN FURNITURE & LEAVE ACCORDING TO PHOTOS	_____	_____	_____
6. BATHROOMS – CLEAN SINKS, COUNTERS AND FLOORS	_____	_____	_____
7. TRASH – ALL CANS EMPTIED AND TRASH REMOVED FROM THE CLUBHOUSE AND SURROUNDING GROUNDS	_____	_____	_____
8. CEILING & WALLS LEFT IN ORIGINAL CONDITION	_____	_____	_____
9. WINDOWS – CLOSED & LOCKED	_____	_____	_____
10. DOORS – CLOSED & LOCKED	_____	_____	_____
11. TABLES & FOLDING CHAIRS CLEAN & UNDAMAGED (IF APPLICABLE) SHOULD BE PLACED ACCORDING TO THE PHOTOS	_____	_____	_____
12. DECORATIONS – MUST BE TAPED (NOT TACKED OR NAILED) INTO PLACE ON UNPAINTED SURFACES ONLY. ALL DECORATIONS AND ALL TAPE MUST BE REMOVED.	_____	_____	_____

**APPENDIX D  
CLUBHOUSE CLEANING CHECKLIST**

Missing items and damage to television, drywall, deep scratches in the woodwork, flooring, tables, chairs, furniture, lighting fixtures, carpeting, appliances and windows may result in forfeiture of the reservation funds plus other charges as determined.

All tables, chairs and furniture are to be left as documented in the clubhouse photo log located on the concierge's desk.

**NOTE CONDITIONS OR EXISTING DAMAGE PRIOR TO EVENT:**

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PRE CHECKED BY \_\_\_\_\_

DATED \_\_\_\_\_ TIME: \_\_\_\_\_

POST CHECKED BY \_\_\_\_\_

DATE \_\_\_\_\_ TIME: \_\_\_\_\_

CHECKED BY ASSOCIATION TEAM MEMBER

\_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_