



Prospect Point

Homeowners

Handbook

Dear Homeowner/Resident:

WELCOME TO PROSPECT POINT!

On behalf of Prospect Point Homeowners Association, we wish to congratulate you on your choice of the Prospect Point community as the place to make your home.

We are pleased to be able to present you with this "Homeowner's Handbook." This handbook is meant to provide you with information pertaining to your community and answer some of the questions that you may have. It also will acquaint you with many of the procedures, regulations and policies instated by the Board of Directors. For more detailed information, we invite you to visit our website where you will find all the rules and documents governing the Association. Our web address is www.prospectpointhoa.com.

Along with the Board of Directors, we have several committees that you are welcome to join and whose meetings you may attend. The social committee is very active and hosts several events throughout the year such as the Holiday Open House, Wine Tasting and Luau. This is a great way to meet your neighbors.

We look forward to meeting you! Please know that Board members are available to help answer questions about matters pertaining to the operation of our Association.

Sincerely,

Board of Directors

Prospect Point Homeowners Association, Inc.

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WHAT IS A HOMEOWNER'S ASSOCIATION?

When developers first started building Homeowner Associations, everyone agreed having property shared by all owners was a good idea. But one question remained, "Who's going to take care of it?"

Local government wasn't responsible because the land was privately owned. The developer would eventually sell all the homes and go on to build another project; he wouldn't want to be responsible. That left the residents. Since they jointly owned the property, residents would then jointly share the responsibility of maintaining it. The concept of an "association of owners" was born.

A Homeowner's Association is an organization comprised of residents living within a specific community or area. By virtue of purchasing a home in such a community or area, the home buyer automatically becomes a member of such an Association. As a member, the owner has a voice and vote in the Association's affairs. Votes are cast by members during annual or special meetings of the general membership.

The Association is an incorporated, non-profit organization operating under recorded land agreements through which each lot owner in a described area is automatically a member. Each member is subject to a charge for a proportionate share of expenses for maintenance of common property and support of other necessary activities of the organization.

WHAT DOES IT DO?

The main responsibility of the Association is to protect the investment and enhance the value of the property owned by the members. This is done by providing for the physical maintenance and operation of the shared property.

The Association has other responsibilities, such as enforcing the master regulations and architectural controls and setting up an effective communication system among members.

To assure the homeowner of a well-run organization, the Board retains a professional management firm as an integral part of the operation of the Association. Professional management ensures that the Association functions as a viable business organization, protecting the homeowners' valuable investment. The management staff coordinates and supervises the maintenance, financial and architectural facets of the Association.

RESERVES - WHY DO WE HAVE THEM?

The reserve account is the Association's way of setting aside money for future repairs and replacements. Each month a certain part of your association fee is set aside in a special interest-bearing account to plan for the replacement and repair of the items maintained by the Association. This helps to protect and preserve property values. This then, is included in the overall budget for the Association.

Your ability to sell your unit can be influenced by the adequacy of, or non-existence of reserves set aside by the Association. A list of reserve items is provided with the budget each year.



"The Documents"

The main documents of the Association are: 1) Articles of Incorporation, 2) Declaration and 3) By-Laws. If you didn't receive copies of these documents when you purchased your unit, you can find them on the Association website at www.prospectpointhoa.com/about. Every homeowner should read the Declaration and By-Laws in order to know their rights and responsibilities.

Rules and Regulations

PETS

1. Pets are permitted provided they are not kept, bred or maintained for commercial purposes.
2. Pet owners must be in compliance with all applicable City of Villa Hills and Kenton County ordinances related to pets.
3. Dogs and cats must be kept within the confines of the owner's lot.
4. Dogs and cats must be on a leash at all times when outside the owner's lot.
5. Dogs and cats cannot be staked or tied whether on the owner's lot or on common property.
6. Dog houses are not permitted.
7. Dogs and cats are prohibited from the swimming pool area, tennis courts and clubhouse.
8. All residents are required to clean up after their pets. Mutt Mitts and cans are provided throughout the community.

SIGNS

1. All signs must be installed by the Association or its agent except as discussed in #2 below regarding rent or real estate for sale.
2. One temporary sign not exceeding five square feet to advertise real estate for sale or rent is permitted. No political or home improvement signs are allowed.

MOTOR VEHICLES

1. All vehicles operating on the streets or parking lots in the community are subject to the laws of the Commonwealth of Kentucky insofar as operating qualifications are concerned and the following rules and regulations which are adopted and implemented by the Prospect Point Board of Directors for the safety and well-being of the residents of the community.
2. Each homeowner unit is entitled to one (1) automobile parking space in the designated parking area closest to the homeowner's unit in addition to the driveway of the unit. The driveway shall be designated and reserved for parking for that specific unit. For units without a garage and a defined driveway, those units shall each have one reserved parking space in front of the privacy wall in front of their unit. All other parking on common area parking pads shall not have reserved or assigned spaces.
3. No vehicle belonging to or under the control of a resident or guest shall be parked in such a manner as to impede or prevent ready access to any entrance, driveway or parking area for any unit, building or any of the community facilities. Parking in front of fire hydrants and mail boxes is prohibited.
4. Vehicles shall be parked only in the designated parking areas either in driveways or on parking pads. Vehicles are prohibited from parking or driving on the grass in any area in the community with the exception of overflow parking for an event at the Clubhouse if the parking lot is full, and in such event, parking on the grass on the west side of River Cliff Road is permitted during such event only.

It shall be the responsibility of the homeowner renting the Clubhouse to ensure that his or her guests comply with the rules for parking. The cost of repairs for any vehicle parking on the grass within the community will be assessed to the homeowner causing the damage; in the event that there is damage from parking for an event at the Clubhouse, the homeowner who rented the Clubhouse shall be responsible for the cost of any such damage.

5. No camper, boat, trailer of any kind, truck of more than $\frac{3}{4}$ ton, or recreational vehicle shall be stored or parked on any driveways or on any of the common element parking areas except on a temporary basis for loading and unloading. Owners may park such vehicles on a temporary basis for a period not to exceed twenty-four (24) hours with a prior request to the management company, provided they do not impede traffic or unduly limit available parking or access to another unit's garage or parking area. A permit to park such vehicles in a designated space in the recreational vehicle storage lot may be obtained at a cost of \$20.00 per month through the Association's management company.
6. No repairs, mechanical work or other maintenance is to be performed on any vehicle unless conducted entirely within the garage of the owner's unit. No repairs or maintenance of vehicles may be performed on any driveway, parking pad, parking area, street or common area in the community.
7. All motorized vehicles, including motorcycles and mini-bikes, are restricted to the streets and parking areas and shall not be driven or operated on the grass or sidewalks within the community.
8. No commercial vehicle, whether or not such vehicle contains a logo, company or business name or other writing thereon, shall be parked on any driveway, parking area or street at any time other than the areas designated specifically for commercial vehicle parking, unless such vehicle is providing service to a specific unit as further discussed below. "Commercial vehicle" is defined as any vehicle, the primary purpose of which is related to, connected with, or is in the furtherance of a specific business or commerce, and includes, but is not limited to, vehicles which have tool racks or boxes, carry or are capable of carrying exposed tools, equipment and/or supplies; vehicles with ladders, ladder racks and other tools or equipment affixed thereto; and vehicles that otherwise reflect that the vehicle is otherwise used in the owner's business or trade and is not primarily used for private transportation purposes. This restriction does not apply to delivery vehicles or other service vehicles parked in an owner's parking space, driveway or street while in the process of and in the furtherance of performing their services. The parking of delivery vehicles and other service vehicles in the process of performing their services to an individual homeowner or unit may not be parked in excess of a twenty-four (24) hour period at a time.

The following areas are specifically designated for commercial vehicle parking:

- At the north end of Wilderness Hill Court
- At the north end on Stillwater Court
- At the east end of Cliffview Court
- At the southern end of Dry Valley Court
- At the southern end of Ravine Drive

These are the only areas in which commercial vehicles may be parked.

9. All vehicles shall display a current state-issued license or tag and shall be maintained in proper operating condition so as not to be a hazard, or nuisance by excessive noise, exhaust omission, or

otherwise, and shall not cause damage to the pavement or concrete within the community. Vehicles which are not in running order and condition, or are not operable for any reason, shall be deemed to be junk vehicles, and such vehicles shall not be parked or stored on any driveway, parking pad or other common element parking area in the community. The following conditions shall be indications that a vehicle is not in running order, is not operable and is a junk vehicle:

- a. The vehicle has no license plate, or has a license plate or tag that has expired for ninety (90) days or more.
 - b. The vehicle has not been moved for a period of one month or more.
 - c. The vehicle has any other objective signs of not being operable and not in running order and condition.
10. A vehicle parked in any driveway, parking pad or in any other area in the community, which has not been moved in thirty (30) days or more and for which the owner is no longer residing in the community shall be deemed to constitute an abandoned vehicle, with the exception of vehicles which have a permit to park in the recreational vehicle storage lot.
 11. Any vehicle which meets the criteria set forth in numerical Paragraph 9 above as a vehicle which is not in running order and condition or is not operable, or any vehicle which appears to be abandoned and has not been moved in thirty (30) days as discussed in Paragraph 10 above, may be towed at the direction of the Board of Directors through its management company upon seven (7) days' written notice to the unit owner or resident responsible for bringing, allowing or causing such vehicle to be on the community premises.
 12. Any vehicle obstructing a right-of-way or the entrance to any building or other vehicles in a parking area may be towed at the discretion of the Board of Directors without prior notice to the unit owner, vehicle owner or resident.
 13. Any vehicle which has been towed pursuant to the foregoing rules will be held by the towing garage until the towing fee and any storage fees are paid by the owner of such vehicle, or until the towing company takes the necessary steps under K.R.S. 376.270 to terminate such storage.
 14. The rental of a garage or driveway independent of the unit itself is prohibited.
 15. It shall be the responsibility of the owner of the unit to inform his or her tenants and guests of the foregoing rules and regulations and to ensure compliance thereof.

OTHER

1. All units shall be used for private residential purposes only, and no trade or activity shall be carried out on any lot or in any dwelling which constitutes an annoyance or nuisance to the neighborhood or other homeowners.
2. Burning of trash and any accumulation or storage of litter or trash is forbidden.
3. Garbage containers are not be permitted to remain in public view except on days of trash collection. Garbage containers may not be set out prior to dusk the day before collection & must be stored by dark on collection day.
4. No tree may be removed from any lot without authorization of the Association.
5. No structures, plantings, or other materials interfering with easements for installation or maintenance of utilities are permitted.

6. Outside TV and radio antennas are expressly forbidden. Satellite dishes are allowed after approval of an installation & damage waiver by PPHOA prior to the installation of any satellite dish that is attached to any part of a homeowner's unit. No drilling into siding is permitted.
7. Garages may be used only for parking of motor vehicles and other customary purposes.
8. Clotheslines, outbuildings and other temporary structures are expressly forbidden.
9. No basketball backstops, swing sets, recreational or exercise equipment or other game equipment shall be installed on or near any building, driveway or parking area.
10. Bikes and other toys may not be left in the yard, driveway or common areas overnight.
11. Awnings, patios, patio enclosures, sunroofs, outdoor carpet or similar additions must be approved in writing by the Property Management Committee.
12. Method of TV cable installation must be one of the following:
 - a. The cable must enter the unit from outside, no higher than two feet off the ground
 - b. It is permissible to follow existing air conditioning wiring from the outside.
 - c. Cable can travel along downspouts to upper level of a home.
13. Pool rules and hours are published annually on the website.
14. Access to the pool and tennis court areas are controlled by a fob which is available from the management company.

Who Fixes What?

Homeowner's Association Common Area and Building Maintenance Responsibilities:

- Electrical wiring from Duke Energy transformer to the unit's breaker box.
- Entrance door painting and repair (exterior only).
- Brick, wood trim maintenance.
- Deck maintenance and replacement.
- Aluminum siding.
- Roof, gutter, downspout and attic vent maintenance and replacement.
- Sidewalk and parking lot maintenance.
- Snow removal.
- Landscape maintenance and tree and shrub removal (except on homeowner property).
- Clubhouse and pool repairs and maintenance.
- Trash removal (excludes large items that don't fit the approved containers).
- Streetlight repair and maintenance.
- Garage doors (excludes damage caused by homeowner) and driveways.
- Exterior termite treatment.

Unit Owner's individual maintenance responsibilities:

- Exterior entrance light fixtures and bulb maintenance and replacement.
- Interior of entrance doors including all hardware, keys, locks, hinges and weather-stripping.
- Storm/screen doors and entrance door replacement.
- All window maintenance and replacement.
- All patio door maintenance and replacement.
- All interior surfaces of garage area including interior storage areas, and walls.
- All water pipes from individual water meter serving the unit.



- Air conditioner, furnace, water heater and all household appliances.
- Any Architectural Control Committee approved additions and/or improvements.
- Exterior storage closet.
- Foundations and patios.
- Interior termite treatment

This is a partial list but covers most commonly requested items. If you have any questions, please contact Rentz Management for review by the Property Management Committee.

Termites

The Association maintains a contract for termite control on the outside of the units. If you suspect termites, contact Rentz Management. The homeowner is responsible for any inside termite issues.

Clubhouse Rental

The Prospect Point Clubhouse is available to rent exclusively by any homeowners (in good standing) in Prospect Point upon the receipt and approval of the application by the Association (through the Clubhouse Manager or Rentz Management). ONLY the homeowner of record can rent the Clubhouse and must be present during the entire event.

Applicants must be at least 21 years of age and reservations are taken on a "first come, first served" basis upon receipt of the rental payment.

The total clubhouse rental cost is \$300.00 per event consisting of a \$100.00 usage fee and a separate \$200.00 security deposit. Payment of the rental cost is accepted by check only, from the actual homeowner (made payable to PPHOA) and should be made with 2 separate checks. The \$100.00 usage fee is retained by the Association and the \$200.00 security deposit will be returned to the homeowner immediately after a thorough post-rental clubhouse inspection, provided there is no damage. If damage is identified, the Property Management Committee will make the final decision as to the amount, if any, of the security deposit to be returned. A cleaning option is available for after the rental. The current standard fee is \$100.

The rental application and rules are on the Prospect Point website.

Trash collection/recycling

The Association contracts with Rumpke Waste & Recycling for trash removal. Homeowners can optionally (at a cost) contract with Rumpke for curbside recycling. Trash pickup and recycling are on Monday, holidays included. If you have large items, you must contact Rumpke for a special pickup. Please keep the following in mind:

- Store cans inside or behind units.
- Units without a garage may use an approved storage unit behind the privacy wall, which may be installed at the homeowner's expense upon approval by the Property Management Committee.
- Put cans out Sunday evening.
- Put cans away Monday after pickup.
- All garbage MUST be in a can, no bags or loose items.



- You can purchase or rent an additional trash can. Contact Rumpke.

The Association maintains a dumpster for homeowner use when needed. This is for the exception to normal pickup. Note all items MUST be placed inside of the dumpster or they will not be picked up and will incur additional costs.

Alternative Recycling – if you would like to recycle but not pay the fee, you may want to use a non-profit organization. One such organization is the Erlanger Branch of the Kenton County Library. They maintain 2 large containers for paper and cardboard recycling. You must drop off the material, but it is for a good cause. Drop off is available 7 days a week.

Changes Outside of Units

An application form must be submitted for any construction or addition to the exterior of your building or grounds. If in doubt about your particular project, contact the Managing Agent or any member of the Board of Directors. The reason a homeowner is required to file an Improvement Application with the Board of Directors 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 inconveniences your fellow homeowners. It also enables the Board of Directors to determine what information and assistance it can give in order to expedite completion of your planned improvement.

The following application forms and guidelines are on the Association website, under Property Management.

- Architectural Replacement/Improvements
- Exterior Landscape Requests
- Awnings
- Satellite Dish
- Front Doors
- Hillside Cutting

Deck extensions are slightly different than other outside modifications. You still need to submit an architectural change form but once an approved deck extension is made, the Association will maintain the entire deck. To offset the extra maintenance and replacement expense, the homeowner will be assessed annually for the extension based on the square footage of the extension. The current rate is \$2.00 per square foot for wooden decks and \$1.00 for composite decks. This rate is determined on a yearly basis.

Insurance Information

The Board of Directors has contracted to purchase blanket insurance coverage with Nationwide Insurance Company through Wolterman Insurance Services.

What Does the Blanket Insurance Cover?

The blanket insurance will provide "all risk" coverage on all buildings and structures, fixtures and equipment, and on all living units in the community equivalent to 100% of the current replacement cost for fire, lightning and extended coverage. The blanket coverage includes all physical improvements and



betterments, wall and floor coverings, fixtures, built-in appliances and cabinetry within the living unit which are damaged as a result of a covered peril.

The blanket coverage covers items damaged as a result of a covered peril which has not been specifically excluded by the blanket insurance policy. Some of those covered perils include fire, lightning, wind, hail, and earthquake and damages resulting from those perils. Coverage is not available for wear and tear or mechanical breakdown.

Coverage for the physical "improvements and betterments" within the individual living units ensures the unit is brought back to its condition immediately prior to the loss. This coverage is broader than the blanket insurance coverage provided to homeowners in many other communities, which only provide coverage for what is referred to as "walls out" or "studs out" leaving the replacement of everything from the walls or studs in to the homeowner to insure and replace. Another type of coverage that some communities have is called "builder's grade" coverage which only provides coverage for the replacement of improvements with "builder's grade" materials.

What Is Not Covered By The Blanket Insurance?

The blanket insurance coverage does not provide coverage for the contents of the living unit or for liability of the homeowner to third persons for injuries occurring within the living unit. In addition to coverage for the homeowner's personal property and contents and liability coverage, the homeowner is responsible for insuring the deductible portion of the Association's blanket policy in the amount of \$10,000. These items are the responsibility of the homeowner to insure under the new H06 policy that you must purchase.

What Does the H06 Policy Need To Cover?

The H06 policy that you purchase will need to provide dwelling coverage to cover the \$10,000 deductible on the Association's policy as well as your personal contents and personal property and liability coverage in an amount determined between you as the homeowner and your insurance company. The requirement that you as a homeowner provide coverage through your H06 policy for the Association's deductible is true whether you were negligent or not in causing the loss.

Some insurance companies will provide this coverage for the Association's deductible through what is called "dwelling" coverage on your H06 policy. Other insurance companies may provide coverage for the Association's deductible under what is referred to as "loss assessment" coverage. Regardless of the terminology used by your insurance company and your agent, you need to ensure that you have coverage for the full amount of the Association's \$10,000 deductible on your H06 policy. If you do not have sufficient coverage for the Association's \$10,000 deductible, you will personally be responsible for that \$10,000 deductible in the event of a loss affecting your unit.

Proof of Insurance

For those homeowners with a mortgage or mortgages, or home equity lines of credit secured by your unit, you will likely need to provide your mortgage company with a "Certificate of Insurance". This can be obtained by contacting Joe Wolterman at Wolterman Insurance Services at (513) 245-1675 or e-mailing to certificate@cinci.rr.com. You may also contact Rentz Management at (859) 581-4815 if you have questions regarding the Certificate of Insurance needed by your mortgage company.

This is only the highlights of the blanket insurance. For more details please see the Homeowner Insurance Letter from February 3, 2017. The letter is on the Association website www.prospectpointhoa.com/info.

Contact Information

Rentz Management – Property Manager

P.O. Box 1027
Covington, KY 41012
Phone: 859.581.4815
Fax: 859.655.2613

Prospect Point Website

www.prospectpointhoa.com

Fire Department

Crescent Springs/Villa Hills
911

Police Department

Villa Hills-nonemergency
859.341.3535 (9:00-4:30)
Non-Emergency after hours
859.356.3191
Emergency
911

Life Squad

Crescent Springs/Villa Hills
911

Clubhouse Rentals

Rhonda Laws
859.426.0973

Trash Collection

Rumpke
513-851-0122
Pick up Monday

Recycling

Rumpke Recycling
513.242.4600
Pick up Monday

Cincinnati Enquirer

513.721.2700
www.cincinnati.com

Water

Kenton County Water Dist. #1
859.578.9898
Emergency
513.244.9016
www.nkywater.org

Sanitation

Sanitation Dist. #1
859.578.7450
www.sd1.org

Electric

Duke Energy
800.544.6900
www.duke-energy.com
Emergency
800.543.5599

Telephone

Cincinnati Bell
513.565.5551
www.cincinnati-bell.com

TV/Cable Service

Spectrum Cable
855.243.8892
www.spectrum.com
Repair Service
800.892.4357
Cincinnati Bell
513.565.5551
www.cincinnati-bell.com

Villa Hills City Administration

729 Rogers Road
Villa Hills, KY 41017
859.341.1515
www.villahillsky.org

Villa Hills Civic Club

729 Rogers Road
Villa Hills, KY 41017

Board member contact information can be found on the website.

Note: The Association periodically collects personal information, such as the information requested on the Homeowner Information Form, to better manage the community and in case of emergency. This information will ONLY be used by the Association and the Management Company for Association purposes or in the event of an emergency. Your information will never be sold or shared with any third party or other homeowners without your consent.

