

Villas at Chapel Hill

Community Policies & Guidelines

April 2009

VILLAS AT CHAPEL HILL

COMMUNITY POLICIES & GUIDELINES

March 26, 2002
Revised: April 17, 2003
Revised: July 2005
Revised: April 2009

Purpose of Guidelines and Rules

MISSION STATEMENT

To create an environment that is comfortable, enjoyable, and secure for all residents of the Villas at Chapel Hill. To maintain and enhance the property values at The Villas at Chapel Hill.

GOAL

Policies that are consistent and fair to all Owner/Residents.

I. PERSONAL PROPERTY

All personal property, such as lawn chairs, bicycles, tables, etc. must be kept inside the patio, veranda or garage (when not in use). Personal property maintained within the patio area may not be visible above the patio fence, with the exception of the patio table umbrellas.

Umbrellas may not contain any commercial advertising or conflict with the color scheme of the Villas.

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes (*see revised policy on these items*) or any other device be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Unit Owners Association Board of Directors'

A. DECORATIVE ITEMS

1. Display of any of the following decorative items is not allowed:
 - a. Garden hose hangers
 - b. Ground/landscape lights (Except those approved by the Association)
 - c. Windssocks /wind chimes
 - d. No birdbaths (*unless used as flower holder*)
2. Display of the following decorative items is allowed in limited common areas only.
 - a. Outdoor decorative items in mulched area adjacent to your individual unit only – discretion should be used in determining number of items placed in your limited common area, as we have to remember we have close neighbors. No more than 4 items are allowed to be over 36" high. Exception to this rule is Shepherd Hooks for hanging Baskets for flowers.
 - b. Stepping stones in mulched area around unit.

- c. One Wall Plaque or Wreath (Provided they are hung using rust resistant fasteners or "clip on" hangers on brick/stone surfaces.
- d. Only one American or decorative flag in the mulched area of your individual unit on a freestanding pole no more than ten (10) feet in height or attached to the wood siding of the building or fencing with rust resistant screws is allowed.
- e. Wreaths are permitted on main entry door only with a padded over the door hanger, no nails allowed in any part of main entry door. If a resident/owner chooses the option to hang a wreath on the main entry door they will be responsible for the maintenance (painting) of the main door.
- f. Finch or Hummingbird Feeders only are allowed in the limited common area around each unit. They must be on a free standing metal pole. Owner/Residents are responsible for any clean up necessary for spilled seed and weed growth.
- g. Hose Reel (free standing) is allowed from April through October, as long as it is placed in an inconspicuous place in your limited common area.
- h. A six foot bench or a 3 pc. bistro (table 30" diameter) is allowed in the main entry area of the Canterbury Units. A six foot Bench *or two chairs* are allowed adjacent to the front door of the Abbey Units. A six foot bench is also allowed in the limited common area against the wall adjacent to the garage.

3. Holiday Decorations
Christmas lights and decorations are permitted to be placed in the mulched common areas of your individual unit and/or on building exteriors, provided that the decorations do not damage limited common area, building, gutters or siding. They may not be displayed before Thanksgiving Day and must be removed no later than January 7th of the following year. Decorations are also permitted on nationally recognized 'days' or 'holidays' as indicated on a standard yearly calendar under the same guidelines, and may not be displayed more than one week before and three days after the holiday.

B. FLOWERS/LANDSCAPE PLANTS

1. Flowers

Note: The planting of any type of plants or shrubs is prohibited within 12 inches of the edge of the areas of your building that has wood siding. *This includes the entire width of the area around the 'veranda' on the Canterbury/Abbey models, and the side areas of the Chateau and Villa units.

*Live plants, annuals or perennials, may be ground planted (*except in above noted area) in the mulched areas adjacent to your individual units. Live plants may be placed in pots in the above*noted areas.
No plant should exceed four feet high when fully grown.*

Maintenance of these flowers is the responsibility of the owner and dead plants are

changes at the time a closing date is established.

2. Making certain all Association fees are current.

3. Making certain new owners receive the "Declaration of Condominium Ownership, Bylaws and Community Policies and Guidelines." *Also pass on their Club House Key and Pool Passes*

IX. NO LIABILITY & RELIANCE

It is understood and agreed that these rules do not create any liability or responsibility on behalf of the Unit Owners Association or any entities or individuals who have created them. Each unit owner accepts responsibility for use of all common areas and other facilities at their own risk and is solely responsible for use of those facilities and responsible for use of those facilities by guests, invitees, or other individuals or entities. These rules and regulations may be modified or amended at the discretion of the Board of Directors' and no reliance is to be placed on these rules and regulations. Therefore, they are not creating any rights for continued use consistent with them and the Board of Directors' are free to modify them as they see fit and appropriate in their sole discretion.

X. AMENDMENTS

These policies and guidelines may be subject to change from time to time at the discretion and by the majority vote of the Board of Directors'.

NOTE: The use of the word "Villa" or "Villas" in this document refers to the "Villas of Chapel Hill" as a community.

V. TRASH COLLECTION

Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection. The containers must be put away by 9:00 p.m. the day of collection. Only trash containers supplied by the contracted trash removal company are permitted for trash removal and must be utilized by all unit owners. All trash containers must be set outside the garage doors for pickup otherwise all containers must be kept inside the garage. Owners will be responsible for clean up of trash spillage from the containers.

VI. SOLICITATION AND GARAGE SALES

Solicitation by commercial enterprises is not authorized within the community. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Unit Owners Association as in a planned community activity.

VII. UTILITIES

Owners are responsible for maintenance and payment of their own gas, electric, cable television, telephone, and for calling to initiate service on the date of possession. The Unit Owners Association pays for water and sewage utilities.

VIII. CONDOMINIUM SALES

- A. Any owner who sells his or her condominium is responsible for:
1. Making certain the Association's Management Company is aware of ownership

to be removed by the owner at the end of the season. The landscapers will remove plants that are not maintained during the growing season or at the end of the season and the cost of the removal will be billed to the unit owner. The planting of shrubs, evergreen trees, flowering trees or ornamental grasses will be permitted only with an approved variance from the Board of Directors.

When an owner changes the original plants and shrubs around their condo, that negates the Association policy of replacing items at Association expense.

Any owner who chooses to install mulch, must insure they use mulch that matches existing mulch.

C. Additional Items - Prohibited Items

The following items will be strictly prohibited in any common area of the community: artificial flowers, ornamental rocks, cypress mulch, swing sets, (any athletic sets such as nets, backboards or the like) mounted hose reels, laundry poles or clotheslines, or other such items. Laundry may not be hung over any patio fence (swim suits, towels, rugs, etc. included).

D. Exterior Alterations

No alterations, additions, fences, walls, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be

planted, transplanted or removed without prior written approval of the Board of Directors.

1. Patio Gates

Patio gates may be installed at the unit owner's expense using only the approved design and specifications. Copies of the design and specification are available from the Board of Directors.

2. Storm Doors

Storm doors may be installed at the owner's expense using only the approved design and color. Specific information about approved storm doors may be obtained from the Board of Directors.

3. Exterior Main Door

The exterior main door may be painted "dense forest green" (#SW2259) or "white" (#A-100), both colors are 'Exterior Satin Latex' and are made by Sherwin Williams Paint. The door should not be painted any other color.

4. Satellite Dishes

Individual unit owners at their own expense may install Satellite Dishes. The 'dish' may only be installed on the unit roof; installation on the ground, chimney or the side of the building is strictly prohibited. All wiring associated with the installation must be on

J. All owners will be given equal opportunity to rent the Club House on holidays.

K. It is understood that use of the Club House will be at the unit owner's risk and their sole responsibility and use of such may not be supervised by the Association

IV. RECREATIONAL USE OF COMMON AREAS

Use of commons areas for recreational purposes with recreational items with wheels, including but not limited to skateboards, roller blades, scooters, and bicycles will be permitted on sidewalks or in the driveway area of the unit for which the person that is using the recreational item is an owner or guest. However, there will be no permitted use of recreational items described above in the pool area or Club House. The Association will not permit the jumping and use of those recreational items in a way that would create noise or disturbance to the neighborhood. Therefore, such use of such will be used in a manner to reasonably keep the operation of said recreational items where the wheels are maintained in contact with the surface; for example, jumping and use of skateboards to jump on curbs or other items will not be permitted.

When using a grill for outdoor cooking owner/resident must comply with fire regulations of the State of Ohio. The main regulation that affects our residents is that no grill using fuel for heat may be operated within 10 feet of any building structure.

- F. The renting owner is responsible for all clean up and trash removal. Complete clean up must be done the day of the party.
- G. The use and consumption of alcoholic beverages is permitted in the Club House party area only (main room) including kitchen area. **No SALE** of alcoholic beverages is permitted. No Alcoholic beverages are allowed outside the clubhouse area (they must be consumed within the party area only of the Club House). The pool, bocce court, and putting areas are off limits to alcoholic beverages. In the event alcoholic beverages are served the owner/resident will be solely responsible for insuring that no intoxicated person is served any alcohol. The owner/resident will be solely liable for any and all damage or injury caused as a result of the guests who have consumed any alcohol. The owner/resident will indemnify and hold harmless the Villas at Chapel Hill, Unit Owners Association, the other owner/residents, Board of Directors and officers of the corporation.
- H. The Club House and the outside adjacent areas (bocce court/putting green/swimming pool areas) are "Non-Smoking" areas.
- I. Damages to the Club House or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting owner will be billed for the difference. An Association representative will do a walk-through after a rental.

the inside of the building/unit. No exterior wiring is permitted. A variance request must be submitted to the Board of Directors for approval prior to purchase/installation. *Effective April, 2008 any owner wanting to have an antenna or dish placed upon their condo roof will have to follow the procedure outlined in the sun tunnel procedure (step 1) and will be responsible for the cost of the paper work involved.*

5. *Velux Sun Tunnel installation*

Step 1. Owner contacts Reserve Realty Management to inform them of the intent to install a Sun Tunnel. Reserve Realty Management will contact Law Office to prepare a covenant that binds owner responsible for any damage the installation and use of said tunnel may cause. This covenant must be signed by owner, returned to Law Office and they in turn will file the covenant with Summit County attaching it to the owner's deed, binding current and future owners of said condo to any roof repairs or damage caused by the sun tunnel. Cost of covenant is approximately \$300.

Step 2. Owner decides which size Sun Tunnel (either 10" or 14") they want to have put in.

Step 3. Owner must agree to have our installer (Glen Sayre) do the work and pay for all expenses. Approximately \$475 to \$625

E. Windows and Window Covering

1. All window coverings – draperies, blinds (horizontal or vertical) or valances must be white, off-white, light beige or light gray on the exterior side.
2. Solar film is limited to reflective or gray. No other color is permitted. If solar film is installed, warranty by the manufacturer of the window is voided. A warranty must be obtained from the solar film manufacturer.

F. SIGNS

1. Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" signs or security system decals, which shall be limited to *one "For Sale sign and one security system sign.*
2. Unit "For Sale" signage is limited to the following guidelines:
One Real Estate "For Sale" sign is permitted in a window of the owner's choice in your individual unit.

The Villas at Chapel Hill Owners Association will provide and place a "Condominium for Sale" directional sign at the corner of South Ridgecliff and Howe Roads. The Association will also provide a "Unit for Sale" sign which will be placed at the end of your respective driveway at either Morning star or Millennium Drives. These signs will be in

address to confirm the reservation. We want two checks as the \$175.00 refundable deposit check will be returned to you (see below) after the completion of the after party walk through, it will take several days to get the check back to you. Board members have to confirm the completion of the walkthrough to get Reserve Realty to release the refundable deposit check.

B. A member of the Board of Directors will conduct a walk through of the Club House before and after the rental party or event to insure the clubhouse remains in the condition it was before the party or event. Damages to the Club House or equipment or any additional cleanup needed will be deducted from the owner/resident deposit, if the deposit is not sufficient to cover the additional expense the owner/resident will be billed the difference.

C. Reservations are granted on a first-request basis but aim to give all owners an equal opportunity to use Club House.

D. Children and teenage parties are prohibited. Any children attending a party are to be accompanied by an adult resident at all times.

E. The renting owner will have exclusive use of the party room only; the guests may not use the pool or exercise equipment, and the pool may not be reserved for any party. The Association will furnish no party items.

place whenever a unit in the Association is for sale. No individual "Realtor" or "For Sale by Owner" signs will be permitted to be placed in these areas.

An "Open House" sign will be permitted at South Ridgedcliff and Howe Roads and at the end of your respective driveway at either Morningstar or Millennium Drives only during the 'advertised' hours of the open house. No other "For Sale" signage is permitted.

It is the responsibility of the unit owner to notify a member of the Board of Directors that they are selling their unit so that the appropriate signs can be displayed.

G. Animals

1. No more than one (1) household domestic pet, not bred or maintained for commercial purposes, may be kept in any one home. Dogs and cats are to be kept inside the homes and only permitted outside for supervised walks by the owners. Pets shall be limited to cats and dogs. However, if an owner has more than one (1) pet when he or she moves into the condominium and such pets comply with the requirements or the Declaration of Condominium, up to two (2) pets may be kept by the owner. When one of the pre-existing pets are no longer with the owner because of death or permanent transfer of possession, then that

3. *At the hearing the Board and alleged responsible unit owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the unit owner to abate action, and intent to impose an assessment shall become part of the meeting minutes. The assessment will only be imposed by the majority vote of the members of the Board present at the meeting.*
4. *A written letter will be sent to alleged violator explaining Boards decision either way, if an assessment is to levied it will be so noted.*

IV. CLUB HOUSE

The Club House is for the private use of the unit owners. It is available for rental to owners only for non-profit parties and meetings (*owner must be residing in condo unit to reserve*). The Club House has a limited occupancy of 51 person's maximum per fire code. Pets are not permitted in the Club House at any time, the only exception being "assistance" animals.

The following policies apply:

- A. All reservations for the Villas at Chapel Hill Club House will be made through our business office at Reserve Realty Management. Phone number is 330-655-2272. The office will (check to make sure the date is open), take and hold the reservation (about 10 days), send you forms to be filled out and upon receipt of (two checks), the \$175.00 refundable deposit and the non-refundable donation, currently \$50.00, confirm your reservation. Please either give Reserve Realty Management your phone number or your e-mail

owner will not be permitted to replace that pre-existing pet and will only be permitted to have one (1) pet.

2. All animals, when outdoors, shall be maintained on a leash. A responsible individual shall supervise them at all times giving consideration to other unit owners. Such individuals shall be responsible for the immediate cleanup of all pet litter.

3. No pet shall be tethered outside in the lawn or common area; nor shall any pet be tied to any patio fence or elsewhere in the condominium area. Pets are not permitted in the Club House at any time with the exception of "assistance" animals.

4. Pet owners may be fined for violation of these policies, at the rate of \$25.00 for the first offense and \$50.00 for each additional offense. If pets become a nuisance, they may be ejected at the discretion of the Board of Directors.

5. No exotic animals are permitted.

a. *Any Owner/Resident that has a "dangerous dog" as identified by Ohio revised code, section 955 must comply with State regulations.*

H. Parking/Vehicles

No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any

the Board of Directors on any owner found in violation of the rules and regulations.

All cost for extra cleaning and/or repairs stemming from the violation of the rules and regulations will be added to the fee.

Prior to the imposition of a fee for a rule violation, the following procedure will be followed. When conditions require immediate action may be taken involving safety and health issue

All disputes or rules violations that are reported (form available from Board member or Reserve Realty) must be in writing and signed by the complaining party (owner or resident). This will separate petty issues from major issues. First step would be to settle dispute between residents in neighborly way, discuss the issue and hopefully come to an agreement that fits within the guidelines of the Association. If that fails our enforcement policy will have to be implemented.

- 1. A written letter to alleged violator explaining the alleged violation or property damage. Action required to remedy the situation, giving said person sufficient time to remedy the violation. Example if letting dog run loose time frame to remedy situation would be immediate, if for other violations several days could be given to correct situation. Alleged violator will be told that if situation is not fixed an assessment of \$50.00 per violation could be imposed.*
- 2. If alleged violator disagrees with findings in the letter, owner/resident may request a hearing before the Board of Directors.*

6. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion) after use.

7. The pool will be open each season per posted hours.

- a. Wet swimwear is not permitted in the Club House with the exception of the rest rooms. Entry must be through the restroom 'pool' area doors at all times.
- b. The gas grill is to be operated by an adult owner only and cleaned up after use.
- c. Nothing is to be hung over the pool fence (swimsuit, towels, etc).

III. ENFORCEMENT OF NON COMPLIANCE TO COMMUNITY POLICIES & GUIDELINES

Unit owners shall be responsible for any violation of these rules by the unit owner, guests, or the occupants, including residents of his/her unit.

A rule violation that, by the determination of the Board of Directors affects the rights of others, or their property, may/will result in immediate legal action.

The entire cost of effectuating a legal remedy to impose rule compliance, including legal fees, shall be added to the account of the violating unit owner

In addition to any other action and in accordance with the procedure outlined in Section F below a fee of up to but not exceeding \$50.00 per occurrence MAY be levied by

street or driveway overnight. Other vehicles used for recreation (van conversions/RV's) not garageable will be permitted to park in limited common area (in front of garage) for forty-eight (48) hours to allow for loading and unloading.

Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business and commercial trucks in the area to perform service or repair work is an authorized exception.

All parking by residents or guests must be:

1. Within the garage
2. In the limited common area in front of the garage door
3. In the parking spaces at the Club House area when such parking is in direct relation to Club House or pool use
4. On the side drive in such a manner so as not to block any other resident's access to the garage or streets.
5. *When extra parking is needed around Club House or for guests, we ask that Owner/residents have people park on the Inside lane of Millennium and Morningstar.*

Parking is prohibited in the "turn-around" areas at the end of the driveway. No vehicle may be parked in the Club House parking areas for more than *twenty four (24)* consecutive hours. Vehicles parked there for more than *twenty four (24)* consecutive hours are subject to being towed. Limited parking is allowed on the street but not permitted between the hours of 3:00 a.m. to 6:00 a.m.

Inoperable vehicles with flat tires, expired license tags, etc. or vehicles that cannot be identified as belonging to a resident, which are parked in any common or limited common area for more than *twenty four (24) consecutive hours*, may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in limited common or common area except for short-term emergency work (flat tire, battery charge, etc.).

No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than owners. The speed limit within the community is 14 MPH. Reckless operation, excessive speed and parking or driving on the lawn is prohibited.

II SWIMMING POOL

The pool is for the exclusive use of the residents and their guests and cannot be reserved for parties. Any person who cannot be identified as a resident or who is not accompanied by a resident will be asked to leave the pool area. All residents and guests must have a valid pool pass in their possession when using the pool facilities. The pool rules are:

1. **All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.**
2. All children under the age of 18 must be accompanied by an adult resident age 18 or older.

3. Guests are limited to four (4) per household and must be accompanied by an adult resident owner 18 years of age and older at all times. Guests will be asked to leave the pool area if the resident is not present. * In the event a resident/owner is in poor health (*must be residing in condo unit*) (4) guests of the owner/resident in poor health with valid pool passes are permitted at the pool, one of the (4) guests must be an adult at least 18 years old and be carrying an owner's green pool pass. The Guests will be expected to follow all pool rules.

4. The following are prohibited in the pool area:

- a. Use of tobacco products
- b. Alcoholic Beverages of any type
- c. Animals or pets
- d. glass or other breakable items
- e. Running, diving, splashing, "cannon-balling" or disruptive behavior
- f. Excessive noise, or radios without headphones
- g. Private pool parties
- h. All rafts and body floats
- i. Electrical devices

5. Swimming is permitted only in garments sold as swimwear. Infants must also wear swimsuits – no diapers are permitted in the water.