

*Trails Crossing Homeowners Association
Rules & Regulations*

Trails Crossing Homeowners Association

Welcome

Dear Resident,

Welcome to Trails Crossing. We hope you enjoy your home. Our objective is to maintain Trails Crossing as an attractive, pleasant place in which to live. In order to accomplish this, we have established this Handbook, which pertains to living at Trails Crossing.

The Handbook contains rules and regulations which take into consideration the health, safety and comfort of all residents. We trust you will find them reasonable, and will cooperate by upholding them. The sections detailing architectural guidelines will be of particular importance to existing Home Owners as well as new residents. Preserving the standards of quality and appearance of our property is a goal to be shared by all.

We ask that you keep this Handbook handy and that you refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact the management company, who will either answer your question directly or refer it to your Board of Trustees. Additional information is also contained in the Trails Crossing Declaration of Covenants, Conditions and Restrictions as recorded in the Summit County Recorders' Office.

Each Owner should have received a copy of the Declarations and By Laws from the seller at the time of purchase. If you do not have these documents, a copy can be obtained from the management company for a nominal copy charge.

Thank you,

Board of Trustees
Trails Crossing Homeowners Association

Adopted: January 16, 2002

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I. GENERAL INFORMATION

- A. Trails Crossing Homeowners Association is comprised of 67 homes.
- B. The Association is located in the Township of Sagamore Hills, Summit County.
- C. Canterbury Lane, Chesea & Fenton Courts are privately owned streets and will be maintained by Trails Crossing Homeowners Association.
- D. As a private Homeowners Association, we are governed by our own Declaration and Regulations. We elect our Board of Trustees from the owner membership and the Board manages the Association affairs on behalf of all the owners.
- E. The Annual Owners Meeting is normally held in December. Other meetings of the Board are held quarterly, upon agreement of the Board Members.
- F. A master policy for insurance coverage is purchased by the Association specifically for common areas. Each home owner must obtain insurance at his/her own expense affording coverage upon the home, personal property, and for his/her personal liability.
- G. The Board, on behalf of the Association, retains the services of a professional Management Company to handle the day-to-day operations of Trails Crossing.
- H. The Association and the Management Company do not have the responsibility for law enforcement at Trails Crossing. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Sagamore Hills Police Department.

II. ENVIRONMENT OF COMMON AREAS

COMMON AREAS: Common areas for the purpose of maintenance are the front entranceway, landscaped islands and a portion of the perimeter of the property.

The repair and maintenance of all of the common property is done at the Association's expense except as otherwise explained in this Handbook of Rules and Regulations and the Declaration and Regulations.

- A. The common areas are for the use and enjoyment of all Trails Crossing home owners and/or residents. Therefore, everyone is required to be considerate in his/her use of the area.
- B. Littering and dumping are prohibited.
- C. Any and all damages to the common areas caused by an owner, children, pet, or guest of an owner, must be repaired or replaced at the expense of the home owner, who may then seek reimbursement from the tenant or guest.
- D. Any and all items left unattended in the common areas may be removed by the Board at the owner's expense.

- E. Any noise which distracts or disturbs others is prohibited. Residents must refrain from any activity which creates a nuisance.
- F. Each home owner must report to the Management Company, in writing, the need for any repairs of common areas of the property which are the obligation of the Association to maintain.
- G. Home owners and tenants must not give work instructions to any Association service contractor (e.g., landscaper or snow plower). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company.
- H. Signs or other advertising of any nature is prohibited upon any portion of the property except:
 - 1. One security protection sign, not exceeding the height of two feet or the size requirement of 1 ft. x 1 ft., may be displayed in the front shrub bed.
 - 2. One "For Sale" or "For Rent" sign, may be displayed in the front lawn.
- I. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the home's garage or off the property.
 - A. Home owners and residents must not pour, or allow to spill, any oil, solvent, or any other volatile or flammable material into the storm sewers or common area. Ohio EPA and the Township of Sagamore Hills prohibit such disposal.
 - B. Vehicle repairs are prohibited on roadways, parking areas, and driveways.
 - C. Lawn ornaments and/or lawn furniture must not be placed in common lawn areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.
 - D. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of a resident's personal property in common areas.
 - E. Skateboards and skateboard ramps are prohibited from the property.
 - F. The riding of bicycles, snowmobiles, and other vehicles is not permitted on common areas.
- II Association Responsibilities include:
 - 1. Common Area Utilities,

2. Common area Insurance and Taxes,
3. Cleaning and repair of gas lamps,
4. Grass cutting and fertilization of Association common lawn areas,
5. Care and maintenance of common area trees,
6. Snow plowing from roadways and guest parking areas,
7. Entrance area signs and street signs,
8. Entrance structures and landscaping (entry monument walls), and
9. Repair of all common area lighting,
10. Maintenance of Gang Mail Boxes.

III. RESIDENTIAL REQUIREMENTS

The boundaries of the individually-owned home and everything within these boundaries built and installed for the exclusive use of said home is "home sweet home." It is the owner/resident's responsibility to maintain.

- A. Homes shall be occupied and used for single family purpose, only as private dwellings for owners, their families, tenants, and guests, and for no other purpose, including, but not limited to, operating a business in the home.
- B. Decorative items, such as Christmas lights, may not be permanently affixed to the exterior of any home or building. However, a wreath on a door, a flag holder, a door knocker, and a brass door kick plate are acceptable.
- C. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any home.
- D. The use of blankets, sheets, etc., is not permitted even as a temporary window covering.
- E. Broken windows, torn screens, damaged front doors, or damaged garage doors must be repaired immediately by the home owner at his expense.
- F. Window air conditioning homes are prohibited.
- G. Patios and decks shall not be used as storage areas. Appropriate patio and deck items would include outdoor furniture and planters.
- H. No exterior antennas, reflectors, light posts, or flagpoles shall be erected by an resident. A flag holder bracket may be placed on the home front exterior.

- I. Other structures such as storage sheds, above ground swimming pools, animal shelters, or carports are prohibited.
- J. No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Property at any time.
- K. Pets shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person.
- L. Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted
- M. A Digital or Direct Satellite System ("DSS System"), eighteen inches (18") or less in circumference, may be attached to a Living Unit so long as the DDS System is not visible from the Association Road, and so long as the prior approval of the location of the DDS System is given by the Design Review Committee.
- N. Home Owner Responsibilities:
These include:
 - 1. Interior and Exterior of the home,
 - 2. All doors, door screens, windows, and window screens,
 - 3. Garage space including garage doors and their mechanisms, tracks, springs, cables, locks, automatic door opener, if any, and driveway space associated with the home,
 - 4. All heating, cooling and ventilation equipment and pad for air conditioning home,
 - 5. Exterior water faucet and electrical outlet serving the individual home,
 - 6. Patios, decks, and front porches,
 - 7. Utilities separately metered for the home and utility service line connections exclusive to the home,
 - 8. Insurance for the private home owner and/or resident coverage,
 - 9. Maintenance of all landscaping and plantings.

IV. GARAGES

- A. Garage doors must be closed when not in use.
- B. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway are prohibited.

- C. No flammable or hazardous items shall be stored in a garage.
- D. The garage must be used as the primary parking space.
- E. Owners are responsible for the maintenance, repair, and replacement of their garage doors and their mechanisms, tracks, springs, cable, and locks.
- F. Garage door replacements must be identical in appearance to the existing garage door. PRIOR written Board approval is required before any door replacement.

V. MOTOR VEHICLES

- A. The following vehicles are not permitted to be parked within Trails Crossing:
 - 1. Buses,
 - 2. Truck (except a two-axle truck with no more than four tires),
 - 3. Mobile and/or motorized homes.

NOTE: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the home's driveway space for a period of time not to exceed twenty-four (24) hours so long as the Board has given PRIOR written approval.

- 1. Trailers, boats, recreational vehicles, and motorcycles are prohibited unless parked within the confines of a garage at all times while on the property.
- 2. Trail bikes and snowmobiles are prohibited from use on the property.
- 3. Vehicles which are licensed, painted, signed, or used for commercial purposes must be kept within the confines of a garage at all times while on the property.
- 4. All vehicles on the property must bear current license tags.
- 5. Vehicles with exhaust systems which disturb other residents are prohibited.
- 6. Moving vans are permitted to be temporarily parked on the street provided that the flow of traffic is not obstructed.
- 7. Vehicle repairs are prohibited in guest parking areas and in streets.

VI. PARKING

- A. Residents must use the garage as the primary parking space.
- B. If the resident has more than two vehicles, the extra vehicles must be parked on the home's driveway space, in front of the garage door.
- C. Parking on any grassed or lawn area is prohibited.

- D. Parking in areas designated as a fire lane is prohibited.
- E. Overnight parking (between the hours of 2:00 A.M. and 6:00 A.M.) on the streets is prohibited.
- F. Parking on the fire hydrant side of the street is prohibited.
- G. Parking in cul-de-sac or turn around areas is prohibited.
- H. On-street-parking can be used to temporarily accommodate a resident's needs. For example, when entertaining several guests for a specific function, the resident should instruct guests that they may park on the street, but not on the fire hydrant side of the street.
- I. Parking on the left side of the street, i.e., facing the wrong direction, is prohibited.

VII. TRAFFIC RULES AND REGULATIONS

The speed limit in Trails Crossing is 15 mph. All vehicles must observe the speed limit.

VIII. PETS

- A. No animals, such as rabbits, livestock, fowl, or reptiles of any kind shall be raised, bred, or kept in any home or the common or limited common areas except for dogs, cats, or other household pets which may be kept subject to Rules and Regulations adopted by the Association.
- B. In accordance with the Township of Sagamore Hills leash ordinance and Trails Crossing Rules and Regulations, all pets are to be leashed when outside of a home.
- C. Pets must not be permitted to run loose on the Association property.
- D. NO PET shall be tied, kenneled, or housed outside a home.
- E. Pet owners shall be held liable for any and all damages caused by their pets to any common property including, but not limited to, shrubs, bushes, trees, and grass.
- F. Pet owners are responsible for immediate and complete clean up after their pet.

IX. RUBBISH REMOVAL

- A. Rubbish removal service is provided by Republic Waste.
- B. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to the Republic Waste. The telephone number is (216) 741-8113.
- C. Rubbish, trash, or other items to be disposed of, must be placed in an appropriate container or sealed bag.
- D. Secure rubbish in a manner which will prevent it from being scattered or blown.

- E. Rubbish containers or bags shall not be permitted to remain conspicuous except on the evening PRIOR to collection and on the day trash is collected.
- F. Rubbish containers or bags must be placed outside the garage door or at the curb on the concrete driveway.
- G. Rubbish may be placed outside on the evening PRIOR to collection. The rubbish container must be returned to the interior of the home before midnight on pick-up day.
- H. Large items of rubbish must not be placed on the curb for pick-up until the scheduled pick-up date.

X. HOLIDAY DECORATIONS

- A. Discarded Christmas trees must be removed by the resident.
- B. Christmas decorations must be removed by January 15th. Any debris, such as pine needles, should be promptly cleaned up.
- C. Easter decorations must be removed by April 30th.
- D. Firecrackers or fireworks of any sort are prohibited.
- E. Halloween pumpkins and other Halloween decorations must be removed by November 15th.
- F. A wreath, floral bouquet, etc. should be removed when it becomes faded, tattered, or is no longer appropriate to the season.
- G. Lawn ornaments or other items of personal property such as wind socks, etc. may be displayed around the patio or deck areas.

XI. INSURANCE

- A. A master policy for insurance coverage is purchased by the Association specifically for common areas. Each home owner/resident must obtain insurance at his/her own expense affording coverage upon his/her home, personal property, and for his/her personal liability. We recommend having your personal insurance agent review the Declaration and Regulations. Home owner insurance coverage must be issued to include items which are the home owner's responsibility to repair and/or maintain. If your insurance agent has questions about the Association's master policy, contact the Management Company. You may also want to obtain a quote for your personal insurance needs from the Association's agent. For the name of the Association's agent, telephone the Management Company.
- B. Loss claims against the master policy must be filed by the Management Company.

XII. BIRD FEEDERS

- A. A hummingbird liquid feeder or seed dispensing bird feeder is permitted so long as it is placed at the rear of the home and is not an obstruction for the landscape service contractor.
- B. Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, etc., is prohibited. Food stuff placed on the ground around a home attracts rodents and creates an unsightly appearance.
- C. Canada Geese are known to inhabit areas where open water and green grass can be found. Please remember as flocks of geese develop, grass disappears and their wastes become a problem.

XIII. SALE OF HOMES

- A. All home owners must notify the Management Company, in writing, of any changes in occupancy within thirty (30) days of such change.
- B. One Exterior "FOR SALE" or "FOR RENT" signs is permitted.
- C. Sale of your home:
 - 1. After your home is sold, you or your Realtor must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
 - 2. The Management Company will coordinate this paperwork with banks, realtors, appraisers, and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
 - 3. The seller is responsible for providing the following information to the buyer:
 - a. Copy of the Declaration and Regulations,
 - b. Copy of the Handbook of Rules and Regulations, and

XIV. RENTAL OF YOUR HOME

- A. Owner shall have the right to lease his Living Unit for a period of not less than six (6) months.
- B. The home owner must provide the Management Company with the following information PRIOR to rental of the Living Unit:
 - 1. Copy of lease,
 - 2. Full name of tenant, and
 - 3. Names of all occupants of the home.

- C. Homes shall not be occupied by more than one (1) single family.
- D. The owner is responsible for making the tenant aware of the Rules and Regulations of Trails Crossing.
- E. The owner is responsible for tenant violations of the Declaration, Regulations, or Rules and Regulations. The owner is responsible for penalty assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
- F. The lease document must contain a clause making it subject to the covenants and restrictions in Trails Crossing Declarations and Regulations, Article VII, Section 7.20, and further, subject to the Rules and Regulations of Trails Crossing.

XV. CABLE TELEVISION & SATELLITE DISH ANTENNAS

CABLE TELEVISION

- A. Adelphia Cable is available to Trails Crossing residents.
- B. Cable television is a private agreement between the home owner and/or resident and the cable company at the resident's expense.
- C. Arrangements for the installation and/or disconnection of service is a home owner and/or resident responsibility.
- D. When cable service is connected, home owners must follow up with the cable company to make sure the following is completed:
 - 1. Wiring is properly buried into the ground and will not be an obstruction for the landscape service contractor.
- E. When cable service is disconnected, the home owner must make sure there are no exposed wires and that service lines are properly secured against the building for future hookups.
- F. Individual television antennas are prohibited on any roof of Trails Crossing and Eaton Estate.

SATELLITE DISHES

Rules concerning the installation of Digital Satellite System (DSS) dishes are as follows:

1. ACCEPTABLE SATELLITE DISHES

One DBS and one MDS one meter in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as "dishes") per home are permitted. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

2. LOCATION OF INSTALLATION

All installations shall be in the rear of the home unless an acceptable quality signal is unavailable. Any installations that partially or fully obstruct or interfere with the entry or exit from a home are strictly prohibited for safety reasons, which excludes installation on any sidewalk area. Installations upon or attached to any heating, cooling or ventilating equipment or concrete pad, or any other utility system, are also prohibited for safety reasons. Dishes must not attach to or encroach upon the common areas.

3. INSTALLATION OF SATELLITE DISHES

- a. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions.
- b. Dishes must be shielded from view from the outside community and from other homes to the maximum extent possible. Decorative covers, i.e. imitation rocks or patio furniture, and shrubbery may be acceptable shields as determined by the Association.
- c. All installations shall take aesthetic considerations into account. Dishes and all associated equipment and wiring shall be painted to match the color of the structure they are adjacent to.
- d. The installation shall not impair the integrity of the building. The following shall be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation-. devices that permit transmission of telecommunication signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards.
- e. All contracted for installers must maintain general liability insurance, including completed operations, of at least \$1,000,000.00 and Workers' Compensation coverage.

4. MAINTENANCE

- a. Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated or appurtenant to the dishes, for the repair of all damage to any property (including, but not limited to, all common areas) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.

- b. Owners have 72 hours to remove or repair a dish if it becomes detached. The Association may remove the dish at the owner's expense after 72 hours, or at anytime if the detachment threatens safety of persons or property.
- c. Upon sale or other transfer of the home, dishes must be removed and the area restored to its original condition.

6. NOTIFICATION AND WAIVER

A notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted prior to any installation.

XVI. UTILITIES

Each Trails Crossing resident is responsible for the payment of his/her individually metered utilities.

XVII. GAS LAMPS

- A. The exterior gas light fixtures in the front of each Living Unit are controlled by the resident. Maintenance and repair are the responsibility of the Association. Gas lights must remain operational at all times.

XIII. LANDSCAPE SEASON

- A. During the landscape season, residents are required to maintain their individual landscaping and grass cutting on a regular basis. Grass shall not exceed 4" in height.
- B. Grass clippings **must** be bagged and disposed of properly. Dumping in common areas is **PROHIBITED**.

XIX. SNOW REMOVAL SEASON

- A. During winter months, residents should note that snow removal service people employed by the Association are contracted to plow roadways and guest parking areas when snow accumulations is at least two (2) inches. Light or blowing snow-fall or freezing/thawing cycles, can create unexpected icy or hazardous conditions. Residents should use an ice melt product on areas near their individual homes. Calcium Chloride is recommended.

XX. ARCHITECTURAL GUIDELINES

In order to create exterior uniformity, preserve the integrity, and establish common guidelines and standards for improvement projects within Trails Crossing, the following rules have been enacted and apply to ALL requests for exterior modifications:

- A. A written request with supporting detail and diagrams for any type of modification, installation, or additions to each home must be submitted to the Management Company, who will send it to the Board for review. Written approval must be obtained from the Board PRIOR to the initiation of any project. In addition to removal of the unapproved item, failure

to receive PRIOR Board approval may also result in a rule violation assessment to the home owner whether or not the request receives Board approval.

- B. Following written approval from the Board, it will be the home owner's responsibility to secure necessary building permits and to obtain approval from the Sagamore Hills Zoning and Summit County Building Department and to insure conformity to jurisdictional codes. A copy of all building permits must be available to the Board during any phase of construction.
- C. Once material for the exterior modification is placed on the Association property, the work must begin and continue through completion within a reasonable time frame and in a reasonable manner that will not detract from property appearance or inconvenience neighbors and/or Association service contractors.
- D. In the event damage occurs as a result of any modification, addition, or change to the exterior of the building or to any common area of the property, repairs must be made immediately at the home owner's expense and to the satisfaction of the Board.

XXI. ARCHITECTURAL APPROVAL PROCEDURE

- A. Review of architectural change requests, submitted by a home owner, will be handled in accordance with the following schedule:
 - 1. Written request must be submitted to the Management Company.
 - 2. The Management Company will copy and distribute all written requests to the Board of Trustees within ten working days of receipt.
 - 3. The Board of Trustees will notify the Management Company of its decision, and the Management Company will notify the home owner, in writing, of approval or denial within thirty (30) days after receiving the written request.
 - 4. If an applicant does not receive written notice from the Management Company approving or denying the architectural change request within forty-five (45) days of the original request, a second notice must be submitted directly to the Board of Trustees.
 - 5. Failure on the part of the Board of Trustees to respond will be considered to be denial.
- 1. Storm Doors
 - A. Installation of a storm door must have PRIOR written Board approval.
 - B. Storm doors must be an approved door which will not detract from the overall architectural style of Trails Crossing. Storm door options are limited to the following:
 - (1) Full View Door,
 - (2) Door frames must be white or match the door and/or trim color, and
 - (3) Glass must be clear.

- C. The home owner has the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.
- D. Maintenance of the storm/screen door is the home owner's responsibility.

2. Window Replacements

- a. Installation of replacement windows must have PRIOR written Board approval, except in the case of damage where an identical replacement would be made.
- b. Windows, when replaced by the home owner, must be identical in appearance to the existing windows.
- c. An upgrade in the quality of windows will be approved provided replacement windows are identical in appearance to the existing windows.
- d. Maintenance and upkeep of windows are a home owner's responsibility.

3. Door Replacement

Replacement doors must have PRIOR written Board approval.

- a. Front Door Replacement
 - 1. Must have prior written approval from the Board.
 - 2. Day-to-day maintenance of the front door is a home owner's responsibility.
- b. Rear Doors
 - 1. Must be identical in overall appearance (i.e., full glass).
 - 2. Maintenance of rear doors is a home owner's responsibility.

4. Garage Doors

Any changes in garage doors must have PRIOR written Board approval.

- a. Garage doors, when replaced, must be an approved door which will not detract from the overall architectural style of Trails Crossing. Garage door options are limited to the following:
 - 1. The door must be match the exterior trim of the Living Unit.
 - 2. The garage door must be metal with raised panels.

3. Maintenance and upkeep of the garage doors and their mechanisms is a home owner's responsibility.

5. Front Shrub Beds

In order to maintain uniformity and harmony throughout the property with the original landscaping plan, there shall be no changes to the front of the homes by the resident which would utilize railroad ties, landscaping timbers, bricks, rocks, and other such items used as shrub bed edging material or enclosures.

Home owners may install additional shrubbery or decorative plantings in existing shrub bed areas in the front of the home without PRIOR Board approval provided:

- a. Such plantings must be consistent in height, variety, and size to existing plantings.
- b. The variety of plant material selected by the home owner must be of a species that will not encroach upon or cause damage to the home, common areas, or any utility service line. Example of an unacceptable planting: Vines.
- c. Residents will be required to remove unacceptable plantings.

6. Seasonal Flowers

- a. Seasonal flowers may be planted in planting beds adjacent to the front of the home WITHOUT PRIOR Board approval, provided the height and size of the flowers is consistent with the surrounding shrub bed plantings and do not exceed the height of the first floor window sill. Example of an unacceptable flower: Sunflower
- b. Seasonal flowers planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance of Trails Crossing.

7. Trees

- a. Type of tree must be a variety that will not encroach upon or cause damage to the home, common area, or utility service lines. An example of an unacceptable tree is: Willow.
- b. A tree ring must be created and maintained by the resident around the base of the tree in an effort to prevent damage from landscaping equipment. The tree ring must be covered with a dark, shredded bark mulch typically used by landscape contractors. Wood chips, gravel type stones, or any other decorative shrub bed coverings are prohibited.

- c. When planting a tree, the home owner must be responsible for damage that might occur to underground utility service connections or lines during the time the tree is being planted, as well as for any future damage that may be caused as a result of growth of the tree. Owners must call Ohio Utilities Protection Service 48 hours before digging. The toll free telephone number is 1-800-362-2764.

A List of Undesirable Trees

<u>Undesirable Trees</u>	<u>Reason</u>
American Elm	1
Box Elder Maple	2
Silver Maple	2
Catalpa	2, 4
Cotton Wood	4
Common Poplar	2
Lombardi Poplar	1,2
European Alder	2
Russian Olive	2
Weeping Willow	2
Black Locust	3
Tree of Heaven	2
Common Alder	2
Devils Walking Stick	3
Mulberry	2,4
Osage Orange	4

Key

- 1 Susceptible to disease
- 2 Fast growing, weak-wooded, susceptible to breakage in storms
- 3 Enormous thorns - interfere with maintenance
- 4 Messy seeds, pods or fruit - interfere with maintenance

8. Other Plantings

- a. One small vegetable garden is permitted providing the plants are not conspicuous, do not create an obstruction for the landscape service contractor, and are planted in a bed adjacent to the rear of the home.

9. Fences

- a. Fences at the rear of the Living Unit must have PRIOR written approval from the Design Review Committee and Eaton Estate Master Association.

10. Wood Decks

- a. Installation of decks, after home has been constructed, must have PRIOR written approval. The written approval from the Design Review Committee and Eaton Estate Master Association must be submitted along with your application to the Township of Sagamore Hills for a Zoning permit and to Summit County for a building permit.
- b. Decks must be unpainted and constructed of either cedar or wolmanized wood. A clear preservative wood finish must be applied for maintenance and protection. Deck maintenance is a home owner's responsibility.
- c. Deck construction measurements must be dependent upon home style and the surrounding common area land terrain.
- d. Drawings of the deck must show length, width, height, support structures, and ground preparation. Support structures must be anchored in concrete.
- e. The deck must be enclosed by hand railings.
- f. Relationship of the deck to the air conditioner and other utility fixtures must be clearly shown.
- g. The deck must be insured under the home owner's private homeowners' insurance.
- h. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.

11. Patios

- a. Installation of a patio must have PRIOR written approval from the Design Review Committee and Eaton Estate Master Association.
- b. Concrete patios must be poured and remain a natural color.
- c. Patios may also be constructed of bricks or stones.
- d. Drawings of the patio must show length, width, and slope. Slope must be sufficient to drain flow away from the building.
- e. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.
- f. The patio must be insured under the home owner's private homeowners' insurance.
- g. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
- h. Maintenance and upkeep of the patio is the home owner's responsibility.

12. Exterior Lighting

- a. Installation of additional exterior lighting requires PRIOR written Board approval.
- b. Additional exterior lighting must be maintained by the home owner and/or any subsequent purchaser of the home in a manner that will not detract from the appearance of the property nor hinder the safety of the residents.

13. Decorative Additions

- c. A door wreath is permitted.
- d. One flag may be displayed at the front of a home at any one time. The Board reserves the right to force the removal of any flag deemed to be inappropriate or offensive to other owners. One flag holder may be attached to wood trim only.

14. Invisible Fences

- a. Installation of an invisible fence requires PRIOR written Board approval.
- b. The invisible fence must be professionally installed.
- c. The invisible fence must be installed within the area associated with the Living Unit.
- d. Permission to install an invisible fence does not imply that a pet may be left outside, unattended.

15. Natural Gas Barbecue Grills

Installation of a natural gas barbecue grill requires PRIOR written Board approval.

Specifications are:

- a. The barbecue grill must be installed behind the Living Unit.
- b. Gas line connections are the responsibility of the home owner.
- c. The grill must be a free standing grill. A home owner may not construct any type of a barbecue pit enclosure.
- d. The barbecue grill may not be installed out into the lawn area. It must be placed within three (3) feet of the rear of the Living Unit. The gas outlet must be three (3) feet from the building.
- e. The installation of the grill must not present any obstructions for the landscape service contractor.
- f. The surrounding landscape/lawn area must be immediately restored to the original condition.

- g. The grill just be maintained in good working order as well as appearance by the home owner and/or subsequent purchaser.
- h. Portable gas grill propane tanks must be stored on patios, decks or within the garage area, not inside the home.
- i. In addition to maintenance, all appropriate safety measures must be observed.

XXII. MAINTENANCE FEES, LIEN PROCEDURES, AND COST OF COLLECTION:

- A. Maintenance fees and assessments are due on the first (1st) day of the month and are considered late if not received by the fifteenth (15th) of the month.
- B. An administrative late charge of Ten Dollars (\$10.00) per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase without notice.)
- C. Any cost, including attorney fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.
- D. Maintenance fee, past due, may cause a lien and foreclosure to be filed against the owner of the Living Unit.
- E. If any home owner fails to perform any act that he is requested to perform by the Declaration, the Regulations, or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said home owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such home owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

XXIII. COMPLAINT PROCEDURE:

- A. Complaints against anyone violating the rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint.
- B. The Management Company will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.
- C. If reasonable efforts to gain compliance are unsuccessful, the home owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

XXIV. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS:

- A. If any home owner or his tenant violates a rule in a manner which, by the determination of the Board, affects the rights of others or their property, immediate legal action will be initiated.
- B. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating home owner.
- C. In accordance with the procedure outlined in Item G below, an assessment of up to but not exceeding \$50.00 per occurrence MAY be levied by the Board on any owner found in violation of the Rules and Regulations. In the case of a tenant who is in violation, the owner of the home in which said tenant resides will be held liable for the assessment.
- D. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.
- E. PRIOR to the imposition of an assessment for a rule violation, the following procedures will be followed:
 - 1. Written demand to stop the violation will be served upon the alleged violator and his owner specifying:
 - a. The alleged violation,
 - b. The action required to stop the alleged violation, and
 - c. A 24-hour time period during which the alleged violation must cease without the imposition of an assessment.
 - 2. If the same rule is violated past the time period set above, or over a period not to exceed twelve (12) months, the Board will serve the violator and his owner written notice of a hearing to be held by the Board. This notice will contain the following:
 - a. The nature of the violation,
 - b. The time and place of the hearing, including at least a ten (10) day notice,
 - c. A request for the violator and/or his owner to attend hearing and supply any statement of evidence on his or her behalf, and
 - d. The intent of the Board to impose a fifty dollar (\$50.00) assessment per violation occurrence.
 - 3. At the hearing, the Board and the alleged violator(s) will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become part of the hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board then present at this hearing.

XXV. GOOD NEIGHBOR POLICY

Trails Crossing Declaration, Regulations, and the Rules and Regulations define the standard of living residents may expect from our development. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.

XXVI. TELEPHONE NUMBERS

Reserve Realty Management

330-467-0828 Office Hours Monday thru Friday – 8:30 a.m. to 4:00 p.m. After hours
Emergency 216-903-4109. Reserve Realty Management does not use an answering service. Your call will be handled by an employee of Reserve Realty Management even after business hours. An emergency is defined as a situation affecting the safety of a home owner or threatening damaged to common area property.

EMERGENCY INFORMAITON:

<i>All Emergency Services</i>	<i>911</i>
<i>Township of Sagamore Hills Police & Fire Department (Non-Emergency)</i>	<i>330-467-0900</i>
<i>Reserve Realty Management</i>	<i>330-467-2028</i>

OTHER IMPORTANT NUMBERS:
