

Villas

At Eaton Estate

Handbook of
Rules and Information

Enacted: 4/18/17

Effective: 6/1/17

WELCOME

Welcome to the Villas at Eaton Estate (hereinafter referred to as "the Villas"). We hope you enjoy your home. The objective of the Association is to maintain the Villas as a pleasant place to live. In order to accomplish this, the Board of Directors (The Board) has established this Handbook which pertains strictly to living at the Villas in a community association atmosphere.

These are common sense Rules and Regulations which take into consideration the health, safety and comfort of all owners and residents at the Villas and are not meant to replace the Declaration of Easements, Covenants and Restrictions of Villas at Eaton Estate Homeowners' Association. The Board has not presumed to cover every possible situation in this Handbook. Preserving the clean, attractive appearance of our properties is a goal shared by all, as it will maintain and enrich the value of our homes.

The Board, through the Management Company, has a duty to enforce the Rules and Regulations and the Declaration of Easements, Covenants and Restrictions for the Villas at Eaton Estate.

We ask that you read, understand and keep this booklet handy. Refer to it when necessary. If something arises that may not be covered in the

booklet, please do not hesitate to contact the Management Company.

Additional information is also contained in the Villas Declarations and Bylaws as recorded in Volume 1805, pages 635 et seq. Summit County Records. Copies of the Villas Declaration and Bylaws may be obtained at a cost from the Management Company or the Summit County Recorder.

This booklet is intended to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

The Board of Directors
Villas at Eaton Estate Homeowners' Association

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INTRODUCTION

Villas at Eaton Estate is located in Sagamore Hills, Ohio. The property uses the services of the Sagamore Hills Police Department and the Macedonia/Sagamore Hills Fire Department.

The property is comprised of sixty-four (64) homes. The street and driveways are private and therefore maintained by the Association. The Association also maintains an insurance policy for the Common Areas, but owners and residents are **REQUIRED TO OBTAIN INSURANCE FOR THEIR HOMES AND PERSONAL EFFECTS.**

As a private homeowners' association, we are governed by our own Declaration and Bylaws and Ohio Revised Code Chapter 5312. We elect our Board of Directors from the owners themselves. There are three (3) Board members who each serve without compensation for a term of two (2) consecutive years. There are no term limitations. Board terms are staggered so as to elect one member one year and two members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next.

The Annual Meeting of the owners for the election of Board Members is held in the month of May each year. Following this election, the Board of Directors is organized by electing from among its members the following officers: President, Vice-President and Secretary/Treasurer. Regularly scheduled Board meetings are held throughout the year. It is

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during these meetings that the Board manages the Association's affairs on behalf of the homeowners and makes decisions affecting our property. Homeowners wishing to attend a Board meeting should check with the Management Company to verify the date, time and meeting location in advance of the meeting.

In between the Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and service providers. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, by telephone with a follow up in writing. In case of an emergency, such as a fire, you should contact the fire/police departments (911).

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention as a Board by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed. Our current property manager can be reached at (330) 467-0828.

I. ENVIRONMENT OF COMMON AREAS

A. GENERAL

1. Common Area is everything except the individually owned Lots.
2. The Common Areas are for the use and enjoyment of all the Villas homeowners and residents in accordance with the purpose for which they are intended. Everyone is requested to be considerate in his or her use of these areas.
3. No Common Area shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Owners and residents and their guests.
4. A Lot or Common Area must not be used in any way or for any purpose that may endanger the health of, or unreasonably disturb any occupant.
5. Alterations and additions may not be made to the exterior surfaces of your homes without the PRIOR written consent of the Board. Repair or replacement of the patio fences is the responsibility of the Association. Gates are owner responsibility.
6. Each homeowner should inform the Management Company of needed repairs to the Common Areas of the property, which are the obligation of the Association to maintain. The Association is responsible for the maintenance and repair of: roofs, gutters and down spouts, eaves, stone, and

patio fences, siding and concrete. Homeowners are responsible for sidewalks, patio areas and the concrete sections in front of the home's garage.

7. The repair and maintenance of all Common Areas are done at the Association's expense except as otherwise explained in the Rules and Regulations and Declaration and Bylaws.
8. Damage to the Common Areas caused by an Owner, tenant, occupant, or guest of the Owner will be repaired or replaced at the expense of the home owner.
9. Any items left unattended in the Common Areas may be removed by the Association at the owner's expense.
10. Questions and concerns regarding service contractors (e.g. landscaper, snowplower) should be directed to the Management Company and not to the individual contractor. This is an administrative procedure to insure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company in writing.
11. Activities and loitering in the street is prohibited.
12. Skateboards and skateboard ramps are prohibited on the property.
13. Littering is prohibited. Residents are asked to help keep our development beautiful.

14. Residents must not pour or allow the spillage of oil, solvent, or any other volatile or flammable material into the storm sewers or Common Areas.

15. All personal property, such as lawn furniture, toys, bicycles, etc. must be kept inside the garage or patio areas when not in use.
16. Nothing shall be hung or displayed, nor may signs, awnings, canopies, shutters, television, CB or radio antennas, satellite dishes, or any other device or ornament be affixed to or placed upon the exterior of walls, fences, roof, or gutters without PRIOR written approval of the Board. Exception: flower boxes may be hung (not fastened) on the inside of the fence, and door decorations may be hung on the door using an over-the-door hanger or strong magnet.
17. Solicitation by any commercial or other enterprise is prohibited within the Villas at Eaton Estate. Public sales of any kind, including garage sales and tag sales, are also prohibited unless approved in advance in writing by the Board, with the exception of the annual Eaton Estate Community Garage Sale.
18. Nothing shall be done in or on any Home, or Common Area, which may impair the structural integrity of the building.

B. MOTOR VEHICLES AND PARKING

1. The garage must be used as the primary parking space. Additional vehicles may be parked in front of your garage.
2. Boats, trailers, motor homes, recreational vehicles, trucks (larger than ¾ ton pick-up), campers, travel trailers, or any vehicle with commercial advertising, are prohibited from being parked on any street, driveway or area in front of the garage, within the property.
3. For the purpose of loading or unloading and 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.
4. Moving vans are permitted to be temporarily parked in the driveways and/or streets between 6:00 a.m. and 9:00 p.m., but must not obstruct traffic.
5. Overnight parking by residents or guests must be within the garage or in the homeowner's space in front of the garage door.
6. Temporary overnight parking is permitted, except in winter months, at the Community Center (with permission of the Eaton Estate Management Company).

7. Overnight parking on the streets is prohibited to permit unobstructed access for emergency vehicles.
8. Residents should notify the Management Company of any inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any Common Area for more than forty-eight (48) consecutive hours. The Management Company will notify the known owner of any vehicle thought to be in storage. If not removed, it may be towed.
9. Parking on any lawn area is prohibited.
10. When entertaining for a specific function, please be considerate of your neighbors in the use of guest parking.

C. TRAFFIC

1. The speed limit at the Villas is **fifteen (15) mph**. This applies to all owners, occupants and guests.
2. Stop signs located at street intersections must be observed.
3. Reckless operation of a vehicle or driving on the lawn area is prohibited.

D. GARAGES

1. Garage doors must be closed when you leave your residence for an extended time. This is for both appearance and security.
2. Owners are responsible for the maintenance, replacement and repair of their garage door mechanisms, track springs, cable, locks and door. Exception: If door is damaged by an association contractor, then the Association will arrange for the repair.
3. Automatic door openers are permitted. Maintenance, repair and replacement are at the owner's expense. Door bells near the garage keypad are permitted, with permission by the Board.
4. Garage door replacements must be substantially similar in appearance to the existing garage door. The garage door color must be the approved color recorded at the Management Company. PRIOR written Board approval is required before any door replacement is installed.
5. The storage of flammable or hazardous items in a garage or outside the home is prohibited. Exception: Gas grills are permitted on the patios.

E. POST LAMPS

The Association maintains post lamps located on Cyrus Lane and Acadia Drive. If you observe a burned out bulb, please get the number off the pole and call the Management Company.

F. ENTRANCE LAMPS

1. Approved replacement light fixtures for the patio/front door and the garage exterior are available at the Management Company at the homeowner's cost.
2. Bulb replacement of the exterior light fixtures is the responsibility of the homeowner. Light bulbs must be white in color except that during the holiday colored light bulbs may be used.
3. The Association encourages homeowners to keep the front door light on during evening hours.

G. SIGNS

No sign or advertising of any nature shall be displayed on any portion of the property except:

1. On the Common Areas, signs provided by the Board regulating the use of Common Areas, or giving directions.
2. On the interior side of the window of a Home, one professionally prepared sign, not in excess of four (4) square feet, advertising the unit for sale or rent.

3. In front of the home from noon to 6:00 P.M. on Saturday and Sunday, one professionally prepared "For Sale Open House" sign not in excess of four (4) square feet.
4. In the shrub bed, one (1) professionally produced security sign one (1) square foot in size, furnished by a security agency, not exceeding the height of two (2) feet.

H. PAVILION

The recreation pavilion is for the private use of the residents of Eaton Estate. It is available for rental to residents for non-profit parties or meetings through the Eaton Estate Community Association. Business or political activity is prohibited. The following policies apply:

1. Only a homeowner or tenant shall sign the rental agreement for use of the Pavilion and shall be responsible for the supervision of the function.
2. Master Association maintenance fees and assessments must be current to obtain use of the Pavilion.
3. A rental fee payable in advance will be charged for each day the Pavilion is used.
4. A security deposit must be submitted in a separate check with the fee. If the room and furnishings are left in proper order after the occasion, the deposit will be refunded.

5. Cost of damage to furniture, fixtures, or any mechanical equipment will be deducted from the deposit. Cost in excess of the deposit will be billed to the homeowner.
6. Parties are limited to the use of the party room, kitchen, washrooms, patio and grill only.
7. The resident is responsible for all clean-up and restoring the Pavilion back to its former condition.
8. In consideration of all residents of Eaton Estate, the closing time of the party room is 1:00 a.m. Music must stop playing at midnight. Any violation shall result in forfeiture of the entire deposit. Facility must be cleaned and closed by 1:00 a.m.
9. Guests coming to the Pavilion must use the designated parking areas only.
10. Guests must be notified of the residential nature of the complex and keep noise to a minimum.
11. Pavilion occupancy is limited to one hundred (100).
12. The key must be picked up on the day PRIOR to the event from the Eaton Estate Management Company and must be returned the following day. If the key is lost, the owner will be charged for the replacement of all locks.
13. Smoking in the Pavilion is prohibited.

14. All doors must be kept closed except for ingress and egress.
15. Renters of the Pavilion must follow the rules posted in the Pavilion in addition to those above.
16. If alcohol is served, then a security guard must be hired. There is a cost per hour and time and a half on holidays and must be arranged through the Eaton Estate Management Company.
17. Contact Eaton Estate Master Association for current pricing and possible revisions.

II. ASSOCIATION RESPONSIBILITIES

- A. Care and maintenance of Common Areas.
- B. Building exterior and roof. (Windows are excluded)
- C. Repair of gutters and down spouts.
- D. Utilities which are not separately metered.
- E. Common Area insurance.
- F. Grass cutting, fertilization and re-seeding of lawn.
- G. Street and address signs.
- H. Decorative stone walls.
- I. Maintenance of street and security lights.

K. Mail hut structures.

L. These are only some of the items listed in your documents. Refer to the Declaration and Bylaws for a more comprehensive listing.

III. OWNER/RESIDENT RESPONSIBILITIES

A. GENERAL

1. The Homeowner is responsible for maintaining, repairing and replacing the concrete patio pad, entry sidewalk, garage floor and the square pads in front of each garage of their Home.
2. Personal property maintained within the patio area must not be higher than the patio fence posts, with the exception of a patio umbrella or glider.
3. Clothes lines and laundry poles are prohibited; Laundry, including swimsuits, towels, rugs, etc. are prohibited from being hung over the patio fence.
4. Rubbish, debris, and any other unsightly materials are prohibited in the Villas area.
5. One (1) American Flag, POW/MIA, or military branch flag per home may be displayed in a window, on the door, or in the exterior flag holder provided by the Association. The American Flag may be displayed at any time in

keeping with the recognized customs. No seasonal or generic flags are permitted.

6. Mailboxes and keys are the responsibility of the USPS. There is a cost to the homeowner for replacement locks/keys. Anyone needing a mailbox at their home must request so in writing through the Management Company PRIOR to installing.

B. UTILITIES

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

C. CABLE TELEVISION

1. Cable television is available to Villa's residents from a service provider. The use of dishes and/or other than underground connections can only be installed with PRIOR written request and approval by the Board. Dishes can only be installed in the patio and cannot be attached to the building or fence.
2. Cable television is a private agreement between the homeowner and/or resident and the cable company, at the resident's expense.
3. Arrangements for the installation of cable and/or disconnection of service are a homeowner and/or resident responsibility.

D. SNOW REMOVAL

1. Residents must park all vehicles inside their garage during the snow removal season.
2. Residents are encouraged to use an ice melt product on areas near their individual homes. Rock salt is prohibited and must not be used as an ice melt product. Calcium chloride is recommended.

IV. ARCHITECTURAL GUIDELINES

A. GENERAL

1. A written request with supporting detail and diagrams for any type of modification, installation, or additions to the outside of each home must be submitted to the Board for review. Written approval must be obtained from the Board PRIOR to the installation of the project.
2. Following written approval from the Board it will be the homeowner's responsibility to secure necessary building permits and to obtain approval from the Township of Sagamore Hills.
3. Before written approval will be granted by the Board, immediate neighbors must be afforded the opportunity to voice their approval or objection to the planned project. The neighbor's approval must be submitted in writing with the plans.

4. Once the material for exterior modification is placed on the property, the work must begin and continue throughout 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 or otherwise cause a disturbance.
5. 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 homeowner's expense and to the satisfaction of the Board.
6. It is the responsibility of the seller to disclose to a new homeowner any and all architectural changes or improvements that are the responsibility of the homeowner to repair or to maintain. If necessary, contact the Management Company to review the architectural correspondence file.

B. ARCHITECTURAL APPROVAL PROCEDURE

1. Review of architectural change requests, submitted by a homeowner, will be in accordance with the following schedule:
 - a. Written request is submitted to the Management Company.

- b. The Management Company will copy and distribute all written requests to the Board within ten (10) working days of receipt.
- c. The Board will notify the homeowner, in writing, of approval or denial within thirty (30) days after receiving the written request.
- d. If an applicant does not receive written notice from the Board approving or denying the architectural design request within thirty (30) days of the original request, a second notice must be submitted directly to the Board.
- e. Failure on the part of the Board to respond shall not constitute an approval.
- f. An applicant may request a meeting of the Board to discuss denial.

C. STORM DOORS

1. Installation of storm doors must have PRIOR written Board approval.
2. A white storm door must be the same type of style as those already found at the Villas.
3. Door frames must be white and full clear view. A divider strip of grill is permitted.
4. Glass must be clear.

5. The homeowner shall have 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.
6. Maintenance and upkeep of the storm door is the homeowner's responsibility.

D. WINDOW REPLACEMENTS

1. Installation of replacement windows must have PRIOR written Board approval except in the case of damage where an exact-for-like replacement would be made.
2. Windows, when replaced by the homeowner, must be substantially similar in appearance to the existing windows. An upgrade in the quality of windows may be approved providing replacement windows are substantially similar in appearance to existing windows.

3. Maintenance, repair, replacement and caulking of windows is a homeowner's responsibility.

E. GARAGE DOORS

1. Any changes in garage doors must have PRIOR written Board approval.
2. A garage door, when replaced, must be an approved door, which will not detract from overall architectural style of the Villas.

3. Maintenance, repair and replacement of the garage door and mechanisms are the homeowner's responsibility.

F. EXTERIOR LIGHTING

1. Installation of additional exterior lighting requires PRIOR written Board approval.
 - a. The owner must obtain and submit to the Board a written approval signed by the owners of the neighboring homes located on each side of the home. Neighboring owners shall not unreasonably withhold approval.
 - b. Additional approved exterior lighting must be maintained by the homeowner and/or subsequent purchaser of the home in a manner that will not detract from the appearance of the property.

G. PERMANENT OUTDOOR APPLIANCES

1. Nothing may be affixed to the exterior of the Home without PRIOR written approval of the Board. This includes hose reels.
2. No appliance, furniture, or other contrivance may be permanently affixed in the patio area without PRIOR written Board approval.
3. Permanently installed barbecue grills within patio area are permitted with PRIOR Board

approval. Installation outside patio area is prohibited.

V. LANDSCAPING

A. GENERAL

1. Residents are encouraged, especially during dry periods, to water the lawn and shrubbery adjacent to their Homes.
2. Trees and shrubs must not be planted, transplanted, or removed, or changes made to the exterior landscaping without PRIOR written approval of the Board.
3. The use of railroad ties, landscaping timbers, bricks, rocks and/or other such items used as shrub enclosures is prohibited outside the patio area without the written approval of the Board.
4. Residents desiring to change or add landscape plants in the area of their Home must submit written specifications and obtain written approval PRIOR to installation.
5. A maximum of two (2) flower/plant pots per home are permitted outside the patio area but must not be placed in any lawn area.
6. The following items are prohibited outside homeowner's area: any type of statue, statuette, yard or lawn ornament, bird bath, swing set, artificial flowers, ornamental rocks or stones

(with the exception of around the HVAC or under the exterior faucet.

B. SHRUB BEDS

1. The installation of additional shrub beds, or removal of existing shrub beds, must have PRIOR written Board approval.
2. The width of the shrub bed must not extend beyond three (3) feet from the exterior wall of your home.
3. Shrub beds are to be covered in dark, shredded bulk mulch typically used by landscape contractors. Wood chips, gravel type stones or any other decorative shrub bed coverings are prohibited.
4. Plants must be consistent in height and size to existing plants.
5. The variety of plant material selected by a homeowner must be of a species that will not encroach upon or cause damage to the home, common areas or utility service lines.
6. Plants installed by a resident must not, in any way, be an obstruction for the landscaper.

C. SEASONAL FLOWERS

1. Seasonal flowers are allowed to be planted in planting beds adjacent to your home. The height

and size of flowers must be consistent with the surrounding shrub bed plants. Examples of unacceptable flowers include sunflowers, climbing roses, trellises and flowering vines.

2. Seasonal flowers must be planted far enough away from the grass line to avoid damage from the landscaper's automatic trimming and edging equipment.
3. Seasonal flowers planted by a resident must be maintained by the resident in a manner that does not detract from the appearance of the Villas.

D. TREES

1. Type of tree, size and location, must have written Board approval PRIOR to installation.
2. The type of tree must be a variety that will not encroach upon or cause damage to the home, Common Area or utility service lines. Example of an unacceptable tree is a weeping willow.
3. Wood chips, gravel stones or any other decorative shrub bed coverings are prohibited in the shrub beds.
4. When planting a tree, the homeowner shall be responsible for the damage that may 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

the Ohio Utilities Protection Service (1-800-686-7826) forty-eight (48) hours before digging.

5. Trees planted by a homeowner must be planted in such a manner so as not to create obstructions for the landscape service contractor.
6. The owner and/or subsequent purchaser of the home must maintain all landscape plants installed by a homeowner.

E. OTHER PLANTS

Residents desiring to change or add landscape plants in the area of their home must submit written specifications and obtain PRIOR written Board approval.

VI. HOME/LOT RESTRICTIONS

A. GENERAL

1. 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" and is the owner/resident's responsibility to maintain.
2. Residents must not modify the exterior of their homes, garages, buildings or the grounds without obtaining PRIOR written approval of the Board.
3. Installation of any wiring that protrudes through the exterior wall or roofs is prohibited without PRIOR written approval from the Board.

4. Homes must be occupied and used for single family purpose only as private dwellings for owners, their families, tenants, and guests, and for no other purpose.
5. A door knocker, or brass kick plate, or a security "peep" hole is permitted.
6. Plastic or other non-glass window or door liners are prohibited on the exterior of your home.
7. The use of blankets, sheets, etc. on the windows is prohibited.
8. Broken windows, torn screens, damaged front doors or damaged garage doors must be repaired immediately by the unit Owner at his/her expense.
9. Front doors may be painted with **approved colors only**. Specific colors are listed in Appendix A, Page 42.
10. Window air conditioning units are prohibited.
11. Patios must not be used as storage areas. Appropriate patio items would include outdoor furniture and planters.
12. Reflectors, basketball hoops (or other recreational equipment) and light posts are prohibited.
13. Other structures such as storage sheds, swimming pools, hot tubs, animal shelters,

carports, patio awnings or gazebos are prohibited.

B. PETS

1. Except as hereafter provided, no animals, livestock, rabbits, reptiles, fowl or poultry of any kind shall be raised, bred or kept in any home or on the Common Area. Household domestic pets not bred or maintained for commercial purposes, may be kept in any home provided that:
 - a. No more than 2 pets are permitted in any home.
2. The right of an owner or resident to maintain a pet in a home shall be subject to termination if the Board determines that the pet constitutes a nuisance or creates a disturbance to residents.
3. Pets must not be permitted to run loose on the property. All animals, when outdoors, must be kept hand-leashed on a leash not more than six (6) feet in length and under the control of a responsible person.
4. Pet owners are responsible for immediately cleaning up after their pets.
5. No pet shall be tethered in the Common Area; nor shall any pet be tied to a patio fence or housed outside of a home.
6. Pet owners will be held liable for all damage caused by their pets to any common area

including, but not limited to shrubs, bushes, trees, patio fencing and grass.

C. RUBBISH REMOVAL

1. Curb side (Cyrus Lane) rubbish removal service is provided.
2. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to the Management Company.
3. Rubbish containers may be placed at Cyrus Lane for pick-up no earlier than 5:00 p.m. on the evening before normal collection. Rubbish containers must be returned to the interior of the home before 7:00 p.m. on pick-up day.
4. Rubbish remaining at the curb overnight must be enclosed in covered containers or plastic, metal or heavy cardboard to prevent it from being scattered, blown, or disturbed by animals or birds. Residents are responsible to clean up if their trash gets scattered.
5. Rubbish containers, recycle bins and bags must not be permitted to remain conspicuous except on the day trash is collected. Rubbish containers and recycle bins must be kept inside the garage at all other times.
6. A resident must employ a contractor of their choice to haul away large items of rubbish at their own expense.

7. Large items for rubbish pick-up must not be placed on the curb until the scheduled pick-up date.

8. In weeks containing major holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas) trash pick-up may be delayed by one day. A schedule from the provider is posted and sent to each homeowner annually by the management company.

D. WINTERIZATION OF FAUCETS

As a precaution against frozen and/or bursting pipes, the water pipe leading to your outside faucet (sillcock) must be drained before winter. Damage caused by failure to drain the pipe will be the responsibility of the owner.

E. SEASONAL DECORATIONS

1. Wreaths, stockings, holiday lights, etc. are allowed on the patio fence, exterior door, inside windows and on trees near your homes, and they may be displayed as follows: for Winter holidays - from Thanksgiving to January 10th. For other holidays - from two (2) weeks PRIOR to the holiday to one 1 week after the holiday.
2. Decorations may only be attached to the vinyl fence with removal strips (i.e. Outdoor Command Strips). No decorations can be attached to the vinyl fences using any other method.

3. Items requiring attachment to buildings are otherwise prohibited.

F. BIRD FEEDERS

1. One (1) single, freestanding bird feeder per home is permitted. It may only be placed outside the patio in an established tree mulch area. The post must be metal, and the post and feeder may not exceed eighteen (18) inches square.
2. A Hummingbird liquid feeder or seed dispensing bird feeder in a tree is permitted as an alternative to a bird feeder.
3. 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.

G. INSURANCE

1. The Association purchases a master policy for liability insurance coverage specifically for Common Areas. Each homeowner must obtain insurance at their own expense affording coverage on their home (interior and exterior), personal property and for personal liability. We recommend having your personal insurance agent review the Declaration and Bylaws. If your insurance agent has questions about the Association's master policy, the Association's agent should be contacted. Contact the

Management Company for information regarding the Association's agent.

2. The Board or the Management Company shall file loss claims against the master policy.
3. In the event of frozen water pipes, the resident's insurance shall be responsible for all repairs.

VII. SALE OF A HOME

1. Exterior "For Sale" signs are limited to those permitted in Section 1, Article G. of these rules.
2. A homeowner is required to notify the Management Company in writing of any changes in occupancy thirty (30) days PRIOR to such change. After your home is sold, you or your real estate agent must call the Management Company to make arrangements for the maintenance fee status letter and certificate of insurance from the buyer. If a homeowner is delinquent, a payoff letter may be required from the Association's attorneys.
3. The Management Company will coordinate this paperwork with the bank, real estate agent, appraiser and escrow agent. 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.
4. The seller is responsible for providing the following information to the buyer:

- a. A copy of the Declaration and Bylaws.
- b. A copy of the Villas Rules and Regulations.
- c. A written notice of any and all architectural changes and improvements constructed by the seller or previous sellers which are the responsibility of the homeowner to repair, maintain and replace.

VIII. LEASING OF HOME UNIT

1. "For Rent or for Lease" signs are prohibited, except as permitted in Article 1, Section G of these rules.
2. No Home shall be rented or leased for transient or hotel purposes, or for periods of less than thirty (30) days.
3. Homes shall not be occupied by more than one (1) single family.
4. The Owner must provide the Management Company with the following information PRIOR to tenant move in:
 - a. Copy of the lease.
 - b. Full name of tenant.

- c. Names of all occupants residing in the home.
 - d. Telephone number of tenant.
5. The owner is responsible for making the tenant aware of the Rules and Regulations of Villas at Eaton Estate Association.
 6. The owner is responsible for tenant violations of the Declaration, Bylaws, and Rules and Regulations. The owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
 7. The lease document must contain a clause making it subject to the covenants and restrictions in the Villas at Eaton Estate Declaration, Bylaws, and Rules.

IX. MAINTENANCE FEES/COLLECTION

1. All monthly assessments are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of each month.
2. An administrative late charge of Twenty and xx/100 Dollars (\$20.00) per month shall be incurred for any late payment and on any unpaid balance that remains on the account by the 10th of each month.

3. Any payments made to the Association shall be applied in the following order:

- a. Interest and/or administrative late fees owed to the Association;
- b. Collection costs, attorney fees, paralegal fees, and court costs incurred by the Association in connection with the collection; and
- c. Principal amounts owed on the account for common expenses, special assessments, and/or penalty assessments.

4. If an Owner is delinquent for a period of sixty (60) days, the Board shall forward a statement of account to the Association's attorney, who shall send a collection letter to the unit owner.

5. If an Owner is delinquent for a period of ninety (90) days, the Board shall forward a statement of account to the Association's attorney, who shall place a lien upon the unit.

6. At any time after the filing of a lien, the Board may authorize the Association's Attorney to file a small claims action, a municipal court action, and/or a foreclosure action against the Owner and/or Lot.

7. Any cost of collection, including, but not limited to attorney fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments shall be

added to the amount owed by the delinquent Owner.

8. The Board may revoke an Owner's voting privileges by sending a letter to the Owner, notifying the Owner that the privileges have been revoked due to failure to remain in good standing.

9. The Board may also withhold approval of any application presented to the Association with regard to architectural design requests for any Owner that is not in good standing with the Association.

10. The Board may revoke an Owner's rights to use the Association's Common Areas for any time which the Owner is delinquent by thirty days, by sending a separate letter to the Owner, notifying the Owner that the privileges have been revoked due to failure to remain in good standing.

11. If any Owner (either by his/her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, Bylaws, 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 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 and shall be due and payable immediately following notification of

such charge 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.

X. COMPLAINT PROCEDURE

1. Complaints against anyone violating the Rules and Regulations must be made to the Management Company in writing and must contain the signature of the individual filing the complaint.

2. The Management Company will, in most cases, contact the alleged violator after receipt of the complaint, and a reasonable effort will be made to gain the violator's agreement to cease or correct the violation.

3. If reasonable efforts to gain compliance are unsuccessful the homeowner will be subject to a sanction in accordance with the penalty provisions contained in Section XI.

XI. ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATIONS

1. If any homeowner or his tenant violates a rule in a manner, which, by the determination of the Board affects the rights of others or their property, legal action may be initiated.

2. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating homeowner.

3. In accordance with the procedure outlined in item five (5) below, a reasonable enforcement assessment may be levied by the Board on any owner found in violation of the governing documents or Rules and Regulations. In the case of a tenant who is in violation, the owner of the home in which the said tenant resides will be held liable for the assessment.

4. 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.

5. PRIOR to imposing a charge for damages or an enforcement assessment pursuant to this section, the board of directors shall give the owner a written notice that includes all of the following:

- a. A description of the property damage or violation;
- b. The amount of the proposed charge or assessment;
- c. A statement that the owner has a right to a hearing before the board to contest the proposed charge or assessment;
- d. A statement setting forth the procedures to request a hearing;

XII. ITEMS NOT COVERED

Any item regarding an addition, change or alteration to the Common Areas of the Villas at Eaton Estate not covered in these Rules and Regulations must be presented to the Management Company and receive written Board approval before implementation.

- e. A reasonable date by which the owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.
6. To request a hearing, the owner shall deliver a written notice to the board not later than the tenth day after receiving the notice this division requires. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board immediately may impose a charge for damages or an enforcement assessment pursuant to this section.
7. If an owner requests a hearing, at least seven days PRIOR to the hearing the board shall provide the owner with a written notice that includes the date, time, and location of the hearing.
8. The board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.
9. Within thirty days following a hearing at which the board imposes a charge or assessment, the owners association shall deliver a written notice of the charge or assessment to the owner.
10. Any written notice that this section requires shall be delivered to the owner or any occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

APPENDIX A

Garage Door Color Formula:

Sherwin Williams Super Paint, Exterior Acrylic
Latex, Satin, 3041 Cypress Moss (special formula)

Front Door Colors, Sherwin Williams Formulas:

Rock Garden (Green)	SW6195
Cavern Clay (Reddish Brown)	SW7701
French Roast (Dark Brown)	SW6069
Cloudburst (Light Blue)	SW6487
Carriage Door (Burgundy)	SW7594
Antique Red	SW7587
Concord Buff	SW7684
Extra White	SW7006

Storm Door Design:

All replacement storm doors must be White Full View, clear glass; no etching or design.

Garage Door Design:

Four Sections, No Windows. Panel Design must be Pre-Approved by the Board of Directors.

Entry Door Design:

