

**BRANDYWINE PRESERVE  
CLUSTER ASSOCIATION, INC.**  
www.brandywinepreserve.com



**April 2024**

**HANDBOOK OF  
RULES AND REGULATIONS**

*Date Enacted: April 2, 2024*

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## TABLE OF CONTENTS

<u>SECTIONS</u>	<u>PAGES</u>
WELCOME	Page 4
INTRODUCTION	Page 5
ASSOCIATION RESPONSIBILITIES	Page 7
COLLECTION POLICY	Page 7
COMMON ELEMENTS GUIDELINES	Page 9
COMPLAINTS AND ENFORCEMENT PROCEDURE	Page 9
DESIGN REVIEW COMMITTEE & ARCHITECTURAL CHANGES	Pages 10-14
A. Storm Doors	
B. Window Replacements	
C. Garage Doors	
D. Roofing	
E. Siding	
F. Door & Shutter Painting	
G. Trim Painting	
H. Exterior Light Fixtures	
I. Architectural Changes Process	
J. Miscellaneous	
FEEDING WILDLIFE	Page 14
FLAGS	Page 14
GARAGE SALES	Page 15
GARAGES	Page 15
LANDSCAPING	Page 15
LEASING	Page 16
NUISANCE	Page 16
OWNER RESPONSIBILITIES	Page 17

PARKING & MOTOR VEHICLES Page 18

**SECTIONS** **PAGES**

PETS Page 19

RUBBISH & RECYCLING Page 19

SEASONAL DECORATIONS Page 19

SELLING OF A UNIT Page 20

SIGNS Page 20

SOLICITING Page 20

**WELCOME!** to Brandywine Preserve Cluster Association, Inc.

The Board wishes to extend a warm welcome with hopes you will enjoy being a part of this Community. This book of information is meant to inform all owners of the importance of building a sense of Community through consistency and respect for all who live here. The Board is confident this book will go a long way toward achieving harmony within the Community.

The information contained in this book contains common sense rules that take into consideration the health, safety, comfort, and quiet enjoyment of all owners and residents. The Board is authorized to adopt and enforce the rules within this document pursuant to the Declaration of Covenants, Conditions, Easements, and Restrictions, Article VI, Section 9.

Please refer to this book often, as questions arise. To that purpose, it is recommended you store this book where you store all other important housing information. Should something arise that is not addressed within this book, please contact Reserve Realty Management for guidance. Additional information is contained in the Declaration of Covenants, Conditions, Easements, and Restrictions and the Code of Regulations as recorded in the Summit County Records as Document number 54225659, Recorded on December 8, 1998, and the Amendments thereto.

This Rules and Regulations Booklet is intended to supplement, not replace, the Declaration of Covenants, Conditions, Easements, and Restrictions and Code of Regulations; therefore, should there be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Code of Regulations shall govern. If you need a copy of the Declarations and Code of Regulations, you can obtain one by visiting [reserverealtymanagement.com](http://reserverealtymanagement.com). This information, and more, can also be found at [www.brandywinepreserve.com](http://www.brandywinepreserve.com).

Sincerely,

The Board of Trustees  
Brandywine Preserve Cluster Association, Inc.  
[Brandywineclusterhoa.communitysite.com](http://Brandywineclusterhoa.communitysite.com)

## **INTRODUCTION**

Brandywine Preserve Cluster Association, Inc. is a planned residential development consisting of approximately 124 single-family “fee simple” cluster homes in Northfield Center Township and Boston Heights Village, Summit County, Ohio.

Brandywine Preserve Cluster Association, Inc. is included in the Brandywine Preserve Master Association, Inc. The Master Declaration (hereinafter “Master Association”) provides for the orderly development of the Property; the establishment and maintenance of architectural and design controls and standards; the preservation of open space; the imposition of restrictions and covenants; and, the operation, maintenance, and repair of open areas, roadways, utilities, security facilities, and other amenities and other properties that will be used in common by the Brandywine Preserve Cluster Association and Condominium Development.

As a private entity, the Brandywine Preserve Cluster Association, Inc. is governed by a Declaration and Code of Regulations specifically written for Brandywine Preserve Cluster. The Board of Trustees consists of not less than three (3) and not more than seven (7) Trustees. Trustees must be owners and are elected by their fellow owners. The Trustees serve without compensation and are responsible for making the decisions affecting the property. These decisions are made during regular Board of Trustees’ meetings as well as during Special Meetings called by the Board.

The Board, on behalf of the Association, retains the services of a professional management company, Reserve Realty Management, Inc., to carry out the Board’s decisions and to handle the day-to-day operations of Brandywine Preserve Cluster. Our manager, Nichole Costa, can be reached by phone at 330-542-6412, or by email to [ncosta@reservemgmt.com](mailto:ncosta@reservemgmt.com). All maintenance concerns and questions, as well as any complaints, should be directed to the management company. Complaints **MUST BE** in writing, either by email or regular mail, to be considered valid.

**THE BOARD REQUESTS AND APPRECIATES YOUR COOPERATION IN RECOGNIZING THAT THEY ARE NOT EMPLOYEES AND SHOULD NOT BE CONTACTED DIRECTLY ON ASSOCIATION-RELATED MATTERS OUTSIDE OF BOARD MEETINGS. BOARD TRUSTEES ARE NOT INDIVIDUALLY RESPONSIBLE FOR RESOLVING ASSOCIATION MATTERS AND CAN ONLY DECIDE ON ISSUES BROUGHT TO THEIR ATTENTION BY THE MANAGEMENT COMPANY. AGAIN, ALL COMMUNICATIONS MUST BE DIRECTED THROUGH RESERVE REALTY MANAGEMENT TO ASSURE THAT YOUR CONCERNS AND QUESTIONS ARE PROPERLY ADDRESSED AND ANSWERED.**

The Board is responsible for the financial aspects of the property operations. At the end of each year, the Board establishes a budget based on the financial experiences of the previous year, inflationary growth, and expected capital expenses for the upcoming year.

Our Annual Meeting of the Members is held once a year. Generally, the annual meeting of the Members is held at a date and time as set by the Board. Pursuant to the Declaration, the Annual Meeting must be scheduled to occur within thirty (30) days of the same month of each year in which the previous annual meeting occurred. If you would like to attend a meeting, please contact the management company for dates, times, and procedures.

As an HOA, the Association does carry an insurance policy for the Common Elements ONLY. As an Owner, you are responsible for your own homeowner's insurance for your home.

Some of the Association streets, parking areas, and Common Elements within the development are private and are maintained by the Association.

All amenities are subject to the Declaration and Code of Regulations.

Lastly, the Association's governing documents define the standard of living residents may expect. 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. As such, the Association has adopted a good neighbor policy.

The good neighbor policy requires that in most circumstances before filing a complaint about a neighbor, one must take the time to have a personal discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion. Our documents are our foundation.

Simply put, our community spirit lies within each resident.

## **ASSOCIATION RESPONSIBILITIES:**

The Association responsibilities include the reasonable maintenance of the following:

- i. Repair, Maintenance, and Replacement of Private Roads: Deer Path Ln., Deep Creek Cir., Majestic Oak Ct., Lost Creek Ln., Joey Ln., and Shallow Creek Cir.
- ii. Guest parking pads;
- iii. Reasonable snow removal from Association roads, driveways, and the parking pads;
- iv. Common Area Sewers (mains);
- v. Common areas, including entrance ways;
- vi. Grass cutting, fertilizing, and all turf maintenance as deemed necessary by the Board;
- vii. Common area fences and walls;
- viii. Street lighting;
- ix. Rubbish Removal;
- x. Common Area lakes, ponds, canals, piping, culverts, and drains;
- xi. Installation of mulch, as deemed necessary by the Board; and,
- xii. All other Common Elements not mentioned.

These are only some of the responsibilities listed in the governing documents. Please refer to the governing documents for a more comprehensive listing.

## **COLLECTION POLICY**

The monthly assessment is due on the 1st day of the month and is considered late if not received by the 15<sup>th</sup> day of the month (“the late date”). After the late date, an administrative late charge of \$25.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice).

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 collection; and,
- C. Principal amounts owed on the account for common expenses, special assessments, or enforcement assessments.

After the late date, if an account has a balance totaling the equivalent of \$420.00 or more and is at least 30 days past due, the Association’s attorney is authorized to send a validation notice.

After the late date, if an account has a balance totaling the equivalent of six months' worth of monthly assessments, or more, the Association's attorney is authorized to file a lien. The Association's managing agent is authorized as the designated representative to execute and, upon satisfaction, release any lien.

After the filing of a lien, if an account has a balance totaling the equivalent of \$1,260.00 or more, the Association's attorney will solicit Board Approval in order to authorize either the filing of a Complaint for Money Judgment in Small Claims or Municipal Court, or authorization for foreclosure. Prior to filing the Complaint, the Association's attorney is authorized to send notice of the small claims authorization or final demand for payment.

Upon service of a Complaint for Foreclosure initiated by another lienholder, the Association's attorney will solicit Board approval to file an Answer to protect the Association's interest. If there is a lien, the Association's attorney will also solicit Board approval to file a Cross-claim for Foreclosure and for personal money judgment to pursue the amount owed to the Association.

Once in foreclosure, partial payments may not be accepted and, if the property is rented, the Association's attorney will solicit Board authorization to file a Motion to Appoint a Receiver to collect the rents.

The Association's attorney will submit all settlement and payment plan proposals to the Board for the Board's consideration and decision.

When advised that the property is vacant or abandoned, the Association's attorney is authorized to send a winterization letter to the first mortgage holder, if any, to request the property be secured at their costs.

Any cost, including 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.

The Board may revoke an Owner's voting privileges by sending notice to the Owner notifying the Owner that the privileges have been revoked due to a delinquency of more than thirty (30) days.

Upon notice that a probate case has been filed against an account, the Association's attorney will solicit Board approval to file a notice of claim to protect the Association's interest.

The Board may also withhold approval of any application presented to the Association for approval with regard to architectural design requests for any Owner who is delinquent for more than thirty (30) days.



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.

### **COMMON ELEMENTS GUIDELINES**

The Common Elements consist of everything but the individual sublots and are owned by the Association for the common use and enjoyment of all residents. Sublots are for the use of the individual owner, their guests, and their pets. Other residents are not permitted to walk in or utilize other Sublots. This area is for the privacy and enjoyment of each owner.

Alterations to Common Elements are not permitted without prior written Board approval. Items in Common Elements needing repair should be reported to the management company.

Damage to any Common Element, including but not limited to, trees, shrubs, shrub beds, grass, structures, or amenities will be repaired at a cost to the Owner that is responsible. All Owners are responsible for the actions of their occupants and guests.

No personal items are to be placed permanently in or on any Common Element within the development. Personal items that are used within the Common Elements must be removed from those areas immediately after use. Nothing is to be left in the Common Elements overnight.

Storage or placement of property in common areas, at all times, is **STRICTLY PROHIBITED**.

Reasonable snow removal from the private roads, parking pads, and mailbox areas is performed by the Association's contractor.

### **COMPLAINTS AND ENFORCEMENT PROCEDURE**

Violations are to be reported to the management company in writing, either by regular mail with a signature, or by email. Questions about reporting violations are to be directed to the management company.

It is not the purpose of the Board or management company to mediate disputes between neighbors.

Owners found to be in violation are subject to the Association's enforcement procedure as follows:

- A. A written notice of violation is sent to the Owner allegedly in violation asking them to correct the violation;
- B. In most circumstances, the Owner will have seven (7) days to correct the violation. The Owner will have ten (10) days to submit a formal Request for a Hearing before the Board. If no Request for a Hearing is submitted, nor is the violation corrected within the period required after written notice is received, or the Owner or Tenant or other occupant fails to commence and diligently proceed to completely cure such violation as soon as reasonably practical, if the violation is one that can be cured, the Board may (these remedies, include, but are not limited to):
  - i. Impose an enforcement assessment against the Owner. The Board reserves the right to continue assessing fines daily until the violation is rectified if the violation is continuing;
  - ii. Pursue litigation to enforce performance on the part of the Owner and to require the Owner to correct such failure;
  - iii. The Association may itself perform any act or work required to correct such failure and charge an additional service fee of fifteen percent (15%) to the Owner; and/or,
  - iv. Commence a legal action to recover damages or any other remedy available at law or in equity.

### **DESIGN REVIEW COMMITTEE & ARCHITECTURAL CHANGES**

The following guidelines provide standards for specific improvement projects. Unless otherwise noted, ANY and ALL exterior Unit alterations, modifications, or changes in any way, including color changes, grading, or landscaping changes, must first be submitted in writing to the Design Review Committee or the Board of Trustees for review and approval.

It is important to note that there shall be NO changes on the outside appearance of any Unit (walls, windows, patios, doors, siding, etc.) in such a way as to change the appearance or decor of the structure without the express written authorization of the Design Review Committee or the Board of Trustees.

## **A. Storm Doors**

Installation of storm doors must have prior written Design Review Committee approval. A storm door must be of the same type and style as those already installed, as well as “full view” style. The glass must also be clear. The Owner may 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. Maintenance and upkeep of the storm door is the Owner’s responsibility. Approved colors for Storm Door include the following: white, beige, tan or the color of the main door and shutters.

## **B. Window Replacements**

Installation of replacement windows must have prior written approval of the Design Review Committee, except in the case of broken glass. Replacement of broken glass may be made without prior approval. Window replacement must be identical in appearance to the existing windows. Maintenance, repair, and replacement of windows is the Owner’s responsibility.

**EXCEPTION: IN CASE OF DAMAGE WHERE AN EMERGENCY REPLACEMENT WINDOW OR ROOF IS REQUIRED, A LIKE-FOR-LIKE REPLACEMENT CAN BE MADE WITHOUT RECEIVING PRIOR BOARD APPROVAL.**

## **C. Garage Doors**

Garage doors shall be of the traditional, multi-panel, overhead type. Garage doors may contain no more than one row of windows. Garage doors must be white, beige, or tan in color and shall coordinate with the color of the house. Any alterations or changes must first be submitted to the Design Review Committee for approval.

## **D. Roofing**

Installation of a new roof must have prior written Design Review Committee approval. The new roof must be of the same type and style as those already installed. Maintenance and upkeep of the roof is the Owner’s responsibility.

The following color has been pre-approved by the Association for the use when replacing roofing: Weathered Wood by GAF Timberline, or the exact color manufactured by another company, once approved by the Board.

## **E. Siding**

Generally, base colors of each Unit shall retain their original color and no Owner may paint the exterior any other color without prior written approval from the Design Review Committee or the Board of Trustees.

## **F. Door & Shutter Painting**

Both door and shutter painting must be done together and cannot be completed separately. As such, when changing the door or shutter color, the Owner must change both to match and must submit the plans to the Design Review Committee of said proposed changes. In addition, door and shutter colors must ALL be the same. However, the only exception is that front entry doors may be painted white ONLY, but not the shutters. Additionally:

Shutters may be painted as an acceptable means of restoration under the condition that the final state shall match the original product in quality of installation and appearance.

Any alterations or changes must first be submitted to the Design Review Committee or the Board of Trustees for approval.

Acceptable shutter styles, and variations thereof, shall be:

- Louvered
- Paneled
- Board and Batten

The following colors have been pre-approved by the Association for the use of door and shutter painting:

**Black** – Tricorn Black (SW6258\*) or Black Magic (SW6991\*)

**Gray** – Urbane Bronze (SW 7048\*) or Thunder Gray (SW7645\*)

**Navy Blue** – Naval (SW6244\*) or Indigo Batik (SW7602\*)

\*Sherwin Williams paint numbers

**Front Entrances with Side Lights:** when painting a main entrance that has side lights, there are two options, both of which you will need to gain approval for from the Design Review Committee or the Board of Trustees:

- a) You paint all trim around the Front Entrance and Sidelight the same approved color as the Front Door and Shutters to create a monochromatic, cohesive look; or
- b) You only paint the Front Door an approved color and the Side Lights will remain the same color as the trim (see below for rules applying to approved trim colors).

## **G. Trim Painting**

Any change to trim paint and/or color must first be submitted to the Design Review Committee or the Board of Trustees and must be approved prior to alteration. Trim shall be white, tan or beige unless otherwise approved by the Board.

## **H. Exterior Light Fixtures**

Exterior light fixtures must be either black or brushed bronze. Lamp posts in the fronts of homes must remain black. All exterior light fixtures must be approved by the Board of Trustees before they can be changed. All exterior light fixtures must match.

## **I. Architectural Change Process**

Owners may seek approval for an architectural change by following this process:

1. Owners must submit the required form and a sketch or drawing outlining the proposed changes (this does not have to be done professionally) to the management company for approval prior to making any enhancements, changes, or alterations to the exterior surfaces or surrounding common areas and/or interior construction that may alter the exterior of the unit.
2. Thereafter, the management company will forward all materials to the Design Review Committee or the Board of Trustees. The Owner will receive written confirmation of the Design Review Committee, or the Board of Trustees' decision. It is important to note that failure on the part of the Design Review Committee to respond will be considered a denial.
3. Any approval must be enacted upon within six (6) months after the date of approval and must be completed as originally submitted. If any changes or additions to the approved drawing are to be made, a new drawing must be resubmitted to the Committee for approval.
4. When seeking approval for a new style of window shutter or front entry door, Owners must submit a brochure along with a written request to the Design Review Committee *via* the management company for approval prior to installation.

## **J. Miscellaneous**

Nothing is to protrude above the patio fence or deck railing with the exception of a patio umbrella. Nothing is to be hung over any fence or deck railing. Items such as arbors may be considered where a health condition warrants it, or the Design Review Committee approves it. **PRIOR WRITTEN DESIGN REVIEW COMMITTEE OR BOARD OF TRUSTEES APPROVAL IS REQUIRED.**

Nothing may be attached to the outside of any Unit (with the exception of one flag holder) including awnings, canopies, shades, window guards, window air conditioners, or radio or television antennas. Remember: **ALL EXTERIOR CHANGES REQUIRE PRIOR WRITTEN DESIGN REVIEW COMMITTEE OR BOARD OF TRUSTEES APPROVAL.**

Concrete walks, slabs, and steps may only be sealed with clear sealers.

### **FEEDING WILDLIFE**

Ground feeding of wildlife such as birds, Canadian geese, ducks, squirrels, feral cats, etc. is prohibited. Food placed on the ground around a Unit attracts rodents and creates an unsightly appearance and a health hazard.

### **FLAGS**

American and POW/MIA Flags are permitted to be displayed so long as they comply with the governing documents, including Article VII, Section 6 of the Declaration. In addition, said flags must comply with the Patriotic Customs set forth in 4 USC 5-10 and 36 USC 902. Flags are permitted to be hung on the trim around the overhead garage door OR immediately beside the front entry door. Additionally, the following must be adhered to in displaying the Flag:

- A. The flag should be removed during inclement weather unless it is an all-weather flag.
- B. The flag must be illuminated during darkness if not hoisted and lowered on a daily basis.
- C. The flag should never touch anything beneath it, such as the ground.
- D. The flag should not be bedding, apparel, or drapery.
- E. The flag may not be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged.
- F. The flag must be cleaned and mended as necessary, and removed/destroyed properly when beyond repair.

## **GARAGE SALES**

Garage sales are prohibited without prior written Board approval. A maximum of one garage sale per household per year is permitted.

## **GARAGES**

Owners are responsible for the maintenance, repair, and replacement of their garage door, garage door mechanisms, tracks, springs, cable, and locks.

Garage overhead doors should remain closed at all times. The only exception to this is when vehicles are entering and/or exiting or the garage is being cleaned. This contributes to a neat appearance, discourages critters, and keeps personal property safe.

## **LANDSCAPING**

During landscaping season, Owners should water the lawn and the shrubbery adjacent to their Unit. Landscape watering should be done often, especially during the summer months to prevent browning, disease, and dying grass.

Lawn mowing will be performed by the Association's contracted landscaper. All landscaper contractual questions should be directed to the management company.

In-ground gardening is prohibited. Only container gardening is permitted on the patios and decks. Containers may not encroach into grass or shrub beds.

Seasonal flowers and annuals may be planted in planting beds adjacent to the Unit. However, they become the sole responsibility of the Owner and must be maintained to a neat appearance.

Trees may be permitted with prior written Design Review Committee approval and must be a mature height of at least four (4) feet. The type of tree must be a variety that will not encroach or cause damage to the unit, Common Area, or underground utility service lines. Additionally, tree removal is also the sole responsibility of the owner and trees may only be removed with prior written Design Review Committee approval.

Landscaping buffer beds should be installed to accommodate lawn mowers and string trimmers or edging equipment. If buffer beds are not installed, the Association nor the Association's Contractor(s) may be held liable for damage to siding.

Any damage caused to landscaping by the landscapers or snowplow companies must be reported within forty-eight (48) hours of occurrence. Failure to report the damage within forty-eight (48) hours will result in forfeiture of any potential claim for repair.

## **LEASING**

Owners have the right to lease their Unit except that no unit shall be leased for transient or hotel purposes. Any lease or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes.

“For Rent” and “For Lease” signs are permitted as long as one is needed. One (1) free standing sign a maximum of nine (9) square feet, with no dimension exceeding four (4) feet, is permitted at any one time as long as such sign is at least eight (8) feet from the street.

Any lease or sublease of a Unit must be in writing and must include the following:

- A. That the lease is subject to the governing documents of the Association;
- B. Any failure of a lessee to comply with the terms of the governing documents shall be in default under the lease or sublease;
- C. That the Association shall have the right to require the Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with the governing documents.

Owners must notify the management company with the following information concerning tenants within five (5) days of occupancy: A copy of the lease, name and phone number of tenant, and names of all occupants of the unit.

Owners are responsible for tenant violations of the Declaration, Code of Regulations and/or 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.

## **NUISANCES**

The Association’s governing documents define the standard of living residents may expect from the Association environment and these documents are designed to protect the rights of each resident.



All Owners and dwellers must comply with all applicable state and federal laws concerning prohibitions against discrimination based on race, color, religion, sex, military status, national origin, disability, age, or ancestry. In addition, no Owner may verbally, physically, or visually harass another Owner or dweller based upon the above-mentioned protected classes.

Furthermore, no noxious or offensive activity or noises (including but not limited to loud music, fireworks, or discharge of guns) shall be carried on by any Owner/occupant or upon Common Elements.

### **OWNER RESPONSIBILITIES**

The Owner responsibilities include the reasonable maintenance of the following:

- A. Entire interior and exterior of Unit;
- B. All doors, windows, and door and window frames;
- C. Heating and cooling equipment;
- D. Maintenance and repair of fences and decks, exterior faucets, and electrical outlets;
- E. Utilities separately metered for the Unit and utility service line connections, pipes, conduits, and sewer line clean outs exclusive to the Unit;
- F. Light bulbs in exterior light fixtures;
- G. Pet waste cleanup and observation of any applicable leash laws;
- H. Any shrubs and/or flowers or other plantings planted by the owner or previous Owners;
- I. Maintain a neat appearance on the exterior of the Unit, including trimming shrubs and/or flowers to maintain a neat and orderly appearance;
- J. Maintenance, repair, and replacement of the water line and/or sanitary sewer line exclusively serving his or her respective unit;
- K. Keep walks leading from the front and rear of the Unit to the exterior driveway and any patios, decks, stoops, and steps free of unreasonable accumulations of snow and ice;
- L. Homeowners insurance (this is NOT a condominium);
- M. Siding maintenance, repair, and replacement; and,
- N. Roof maintenance, repair, and replacement.

These are only some of the responsibilities listed in the governing documents. Please refer to the governing documents for a more comprehensive listing.

## **PARKING & MOTOR VEHICLES**

The speed limit is 15 mph on all Association owned streets.

There is no overnight parking on the streets from 2AM – 6AM, or anytime when snow exceeds 2 inches.

Owners must use their garage as their primary parking place.

Generally, on-street parking is prohibited, except that the Board may designate certain on-street parking areas for temporary use by visitors or guests subject to reasonable rules and regulations, and subject to applicable laws.

In addition, parking pads are for temporary guest parking.

Owners must park or drive vehicles in such a manner as to not cause damage to the Common Areas. Parking on any grassed or lawn element on Association property is prohibited. Owners are responsible for the actions of their family and guests.

No trucks (except a two-axle truck with no more than four wheels) including those with logos and/or ladder racks, campers, camper trailers, recreational vehicles, boats, boat trailers, all-terrain vehicles, airplanes, snowmobiles, commercial vehicles<sup>1</sup>, vans, mobile homes, tractors, buses, farm equipment, off-road vehicles, or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or on the Property, except in the confines of garages, or parking areas approved by the Design Review Committee or Board of Trustees.

Vehicle repairs must be limited to the Owner's personal vehicle(s) and limited to their own garage for no longer than 24 hours.

Inoperable vehicles (with flat tires, expired license plates, etc.), or vehicles which cannot be identified as belonging to a resident which are parked in any area outside of garages for more than forty-eight (48) consecutive hours, will be towed off the premises at the vehicle owner's expense.

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<sup>1</sup> A commercial motor vehicle is any self-propelled or towed vehicle used on a public highway or roadway in interstate commerce to transport passengers or property and generally has:

1. A gross vehicle weight rating of 4,536 kg (10,001 pounds) or more;
2. Is designed or used to transport more than 8 passengers (including the driver) for compensation;
3. Is designed or used to transport more than 15 passengers, including the driver, not used to transport passengers for compensation; or,
4. Is used in transporting material found by the U.S. or Ohio Secretary of Transportation to be hazardous.

## **PETS**

All pets are to be on a hand-held leash, held by a responsible person who can control the animal, at all times when outside the unit. Pets of any kind are PROHIBITED from running loose at any time.

Any Owner allowing a pet to cause or create a nuisance or unreasonable destruction will be subject to the Association's enforcement policy. Ultimately, a pet can be removed from the property upon 3 days' written notice to the Owner.

Pet waste must be cleaned up and disposed of immediately and properly. Any owner found not to be picking up pet waste immediately will be subject to the Association's enforcement policy and may be responsible to remove the pet from the property within 3 days' written notice.

Any damage done to the lawn or shrubs by a pet is the responsibility of the pet owner. Owners are responsible to repair the damage. If the Owner does not repair the damage, the Association reserves the right to make the necessary repairs and bill all costs back to the Owner.

All of the above apply to all domestic animals within the development, including dogs, cats, birds, and other customary household pets approved by the Board.

## **RUBBISH & RECYCLING**

All rubbish and recycling containers must be stored in an area that they cannot be seen from adjacent and surrounding property except for the day that rubbish and recycling is picked up. Containers must have lids. Containers must be retrieved and stored no later than 12:00 AM on the day of pickup. Generally, rubbish pickup is on Wednesdays, but may be delayed to Thursdays if a holiday falls on a weekday. All rubbish is to be stored and put out for pick up in a container with a lid. No open trash or recycling containers or trash bags are permitted.

## **SEASONAL DECORATIONS**

Holiday and seasonal yard displays on the common elements are prohibited.

Decorations commemorating national holidays and holiday lights are restricted to the individual Unit's and may only be displayed from two (2) weeks prior

to the holiday to one (1) week following the holiday. Any holiday decorations and/or lights are subject to Article VIII, Section 1 of the Declaration.

In addition, one (1) wreath is permitted on the front door of each Unit, not to exceed 36" in diameter.

### **SELLING OF A UNIT**

One (1) professionally prepared "For Sale" sign, not to exceed 3' x 5' shall be permitted per Cluster Living Unit. Open house signs, as well as directional signs for an open house, are permitted along the streets on the date of the event only.

New owners must notify the management company of the names and phone numbers for all occupants within thirty (30) days of transfer.

Any seller will be responsible for paying all past due maintenance fees at the time of transfer, as well as the transfer fee to Reserve Realty Management. Any unpaid maintenance fees shall remain a lien upon the lot and will be billed to the new owner.

### **SIGNS**

Political signs may be displayed thirty (30) days prior and seven (7) days after an election day.

Signs advertising businesses are permitted only while the work is in progress at the Cluster Living Unit.

Signs for parties, as well as directional signs leading to the event location, may be displayed along the streets on the day of the event only.

No sign or other advertising device of any nature, unless stated herein, shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee or Board of Trustees, or which the Design Review Committee or Board of Trustees approves as to color, location, nature, size, and similar characteristics sixty (60) days prior to the contemplated display date.

### **SOLICITING**

Solicitation by any commercial, non-profit, or other enterprise is prohibited without a license from Northfield Township and written permission from the Board of Trustees.