

Pinecreek Reserve

At

Eaton Estate

Rule Book



October 2018

Important Phone Numbers

Management Company

Reserve Realty Management
480 West Aurora Road
Sagamore Hills, OH 44067
P: 330.467.0828
e-mail: jcerino@reservemgmt.com
www.reserverealtymanagement.com

Community Information

Sagamore Hills Township

11551 Valley View Road
Sagamore Hills, OH 44067
P: 330.467.0900
www.mysagamorehills.com

Sagamore Hills Police

Emergency: 911
Non-Emergency: 330.468.0900

Sagamore Hills Fire Department

Emergency: 9.1.1
Non-Emergency: 330.468.1234

Nordonia Hills City Schools

9370 Olde Eight Road
Northfield Center, OH 44067
P: 330.467.0580
www.nordoniaschools.com

Northfield Post Office

10377 Valley View Road
Macedonia, OH 44056
P: 330.467.1076
800.275.8777

Summit County Offices

P: 330.643.2211

Nordonia Hills Library

9458 Olde Eight Road
Northfield Center, OH 44067
P: 330.467.8595
www.akronlibrary.org/locations/nordoniahills

Nordonia Hills Chamber of Commerce

P: 330.467.8956

Kinetic Communications

P: 1.800.347.1991
www.kinetic.com

ENBRIDGE Gas Company

P: 800.362.7557

Ohio Edison

P: 1.800.433.8201
Report Outages: 1.888.544.4877

Spectrum

P: 833.267.6094

Rubbish Collection

Republic Services
Pick-up: Thursdays
P: 1.800.968.7789
www.republicservices.com

Channel of Communication

The Board of Directors consists of five individuals who are unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. The decisions concerning the property are made during the board quarterly meetings.

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 vendors.

If you have any questions or concerns about the maintenance of the property, please direct the matter to the management company, in writing or e-mail to: jcerino@reservemgmt.com

The Board requests and appreciates your cooperation and respecting that Board Members are not employees and should not be contact 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 by the management company. The only exception is that you should send a letter directly to the Board members concerning problems that they 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 and answered.

Policies

A primary responsibility of every homeowner within a Community Association is to pay their monthly assessments promptly. Every association is a not-for-profit corporation dependent upon payments from all homeowners for its smooth operation. If only one owner fails to pay several months of fees, then the association is forced to cut back on services such as landscaping, tree or snow removal or to raise fees on all homeowners to compensate for the shortfall of revenue.

Ohio law also provides the Board the procedures and power to levy enforcement assessments for rule violations and to file liens for unpaid monthly assessments.

The following policies outline the policies and procedures for collection of assessment and for rule violations.

Collection Policy

1. All assessments, including maintenance fees, are due on the first (1st.) day of the month and are considered late if not received by the tenth (10th.) day of the month.
2. An administrative late charge of ten dollars (\$10.00) per month shall be incurred for any late payments and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
 - a. Administrative late fees owed to the Association
 - b. collection cost, attorney's fees incurred by the association
 - c. principal amounts owed on the account for common expenses and assessments
4. Any past due assessments may cause a lien and foreclosure to be filed against the owner.
5. Any cost, including attorneys' fees, recording cost, title reports and or court cost incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
6. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, be 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 lean or shed amount in the same manner and to the same extent as if it were a lien for common expenses.

Violations & Fines

Whereas, Article III, Section C. Of the Pinecreek Reserve Homeowners' Association code of regulations gives the board the duty to direct the management of the operation of the property and exercise the power of the association as provided in the Declaration and Bylaws and

WHEREAS, Article VI, Section 6.8 allows the Board to adopt rules and regulations governing the operation and use of the property not to conflict with the Declaration and Code and

WHEREAS, In order to provide an effective administrative procedure to enforce rules and regulations of the association and provide for the assessment of fines for such violations,

NOW THEREFORE BE IT RESOLVED, That the following enforcement procedures and assessments may be administered for violations:

If any unit owner or his tenant violates a rule in a manner, which, by the determination of the Board effects the rights of others or their property, immediate legal action will be initiated.

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

In accordance with the procedure outlined in item 5 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 or suspend the owner's right to vote. In case of a tenant who was in violation, the owner of the unit in which said tenant residents will be held liable for the assessment.

PRIOR To the in position of an assessment for a rule violation, the following procedures will be followed:

- ◆ Written demand to stop the violation will be served upon the alleged violator and his owner specifying:
 - ◆ The alleged violation;
 - ◆ The action required to stop the allegation violation; and
 - ◆ A twenty-four (24) hour time period during which the alleged violation must cease without the imposition of an assessment
- ◆ If the same rule is violated past the time period set above or over a period not to exceed twelve (12) months the Board we'll serve the violator and his owner's written notice of a hearing to be held by the board. This notice will contain the following:
 - ◆ The nature of the violation;
 - ◆ The time and place of the hearing, including at least a ten (10) day notice
 - ◆ A request for the violation and/or his owner to attend hearing and supply any statement of evidence on his or her behalf.
 - ◆ The intent of the board to impose a Fifty Dollar (\$50.00) Assessment per violation occurrence.
- ◆ At the hearing, the Board and the alleged violator(s) will have the right to present any evidence. The 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 presented at this hearing.

Rules & Regulations

All communities have guidelines which its members must follow in order to set standards and resolve conflict. Many owners have purchased into our Community Association because of the “carefree style” of living. The Association’s purpose is to keep things harmonious, attractive and to make life in our community enjoyable. To accomplish this, rules and regulations must be established in the Declaration of Covenants, Conditions, Assessments and Restrictions. The Association hopes you will find them reasonable and will cooperate by upholding them. An important principle to recognize is your responsibility to comply with the rules and regulations.

We ask that you keep this condensed version, and also refer to the comprehensive information and regulations contained in the Pinecreek Reserve and Eaton Estates Declarations.

At all times, the homeowner must be aware of the location of sprinkler lines and gas light and electrical lines along with any other utility lines. Prior to any digging in beds and is responsible for repairs to damaged lines due to homeowners planting or working in and around mulched beds.

1. Workers should maintain their property in safe condition and good repair period each owner shall keep the walks (if any) leading from the front and rear of their home to the exterior driveway free from unreasonable accumulation of snow and ice.
2. Trees, hedges and shrub planting shall be maintained in any attractive manner. **No landscaping shall be permitted unless approved by the Design Review Committee.**
3. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the development without the approval of the board, except that dogs, cats, birds and other customary household pets approved by the board may be kept, subject to rules adopted by the board, provided that they are not kept, bred or maintained for any commercial purpose and provided further at any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the property. Dog shall at all times whenever they are outside of a home, be confined to a leash held by a responsible person.
4. No industry, business trade, or full time occupation or profession of any kind shall be conducted on any part of the property: provided, however, a person can use a portion of his home for a home office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of other residents. No trade or business may be conducted from a home without the prior written approval of the board, which approval shall be granted so long as the existence of the business activity is not apparent or detectable by sight, sound or smell from outside of the home: the business activity conforms to Sagamore Hills Township zoning requirements: the business activity does not involve persons coming onto the cluster who does not reside in the home except by appointment only: the business activity does not involve door to door solicitations: and the business activity is consistent with the residential character of Pinecreek.

5. Signs are not to be placed on any portion of the property. **Realtor signs may be placed only in the mulched area of the unit.**
6. Firearms, explosives and ammunition are not to be discharged, and fishing, hunting and trapping are not permitted, except for rodent control.
7. The exterior appearance of homes and doors shall not be altered, modified, color changed or redecorated without the express written authorization of the **Design Review Committee.**
8. For aesthetic purposes and for the purpose of providing security, Pinecreek Association shall provide, maintain, repair and replace one (1) along the front of each cluster lot. Such gas light shall be operational at all times. The cost of operating the gas light shall be the responsibility of the owner. Homeowners have the option of converting to a low voltage electrical post lamp, at the owner's expense. Maintenance is the homeowner's responsibility.
9. There shall be no interference with the free flow of water through any drainage ditches or storm sewers within the property.
10. No noise, vibrations or odor, offensive or irritating to a person of ordinary sensibilities, shall originate and thereafter emanate from any Lot or Unit, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.
11. No owner shall lease his home for less than six (6) months.
12. To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants, each owner agrees to notify the Association in writing, within five (5) days after such Owner's Living Unit has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such Owner's Living Unit a copy of the Declaration, the Code, and Rules and other relevant documents.

General Information

Insurance

Each owner must have individual homeowners' insurance coverage. The association ensures the common areas.

Maintenance

Each owner shall maintain his unit and the adjacent common area keeping it free from rubbish and debris such as newspapers and other such items blown into your yard.

Additions to Property

homeowners are responsible for maintenance of any additions to their property. This includes, patios, decks and other structures, and plantings. **Homeowners must be aware of the location of sprinkler lines and gas lights along with electrical or utility lines prior to any digging in beds and is responsible for repairs to damage lines due to homeowners planting or working in and around mulched beds.**

Decks, Gazebos, Arbors, Trellises

Except in connection with original construction by the declarant, No person shall construct a deck common gazebo common Arbor or trellis without obtaining the approval of the design review committee. (See Design Review Guidelines).

Sidewalks and Patios

No person shall construct a sidewalk, patio or otherwise pave, brick or asphalt any exterior surface of a lot without approval of the design review committee. (See Design Review Guidelines).

Doors/Windows

Owners are responsible for repairs and replacements of doors and windows and must follow the design review committee guidelines. Front door color changes must be approved. Front door style shall not be changed.

Garages

Owners must maintain door locks, tracks, rollers, openers and the entire interior of the garage. For safety, security and appearance, garage doors should be closed if you are not outside.

Parking

owners and their guests are asked to be considerate and careful when parking their automobiles. Owner's parking spaces consist of his/her garage and their driveways. **The overflow visitor pads are for temporary parking for owners and their guests.**

Plumbing

All items which serve your unit, such as sewer lines, hot water tanks, toilets, sinks, pipes, etc. Are to be maintained by the owners.

Interior

Owner must maintain the entire interior including all walls, floors, ceilings, etc.

Exterior

Owner is responsible for all exterior maintenance except landscaping services provided on original landscaping, yearly cleaning of gutters and downspouts, and snow removal of driveways. For more detail and information, the homeowners regulations amended September 20th, 2005 should be reviewed.

Snow Removal

Each owner is responsible for cleaning their sidewalks and keeping it free of unreasonable accumulation of snow and ice.

Pet Owners Responsibility

all pets must be leashed and under the control of a responsible person at all times period cats are not to be allowed to roam. Pet waste is to be removed by the pet owner including their yards front and back and common areas.

Mulch

The Association provides for a contractor to mulch the original beds of the units and common areas.

Flags

One American flag is permitted to be displayed at any time period it should be in a flag holder.

Drones

No drones shall be flown on pine Creek reserve property.

Temporary Decorations

decorative items of a seasonal nature are permitted, such as small flowerpots on front stoops, Christmas decorations, placed on doors or inside of windows, can be placed no earlier than the week of Thanksgiving. Lighted holiday decorations must be removed within 3 weeks of the holiday or as soon as weather permits. Lawn decorations and other artifacts are not permitted in grass area. Any damage done by hangers hooks or devices used to secure become the responsibility of the individual homeowners to repair or replace. Temporary decorations do not require the approval of the design review committee.

Design Review Guidelines

The following guidelines are to assist you in knowing what homeowners must request **in writing** to Design Review Committee for approval BEFORE actual work is begun. Design Review Request Forms are available from the management office and in this booklet. The completed form should be sent to the management office. The design review committee will respond to each request as soon as possible. If you have any questions, please feel free to contact the committee through the management office.

Decks: Materials to be pressure treated lumber, cedar, redwood, or approved synthetic composite materials. Support structures must be anchored in concrete. Decks ARE NOT to be painted. The wood structure should be treated with clear sealer or natural wood color stain. Drawings of the deck must show length, width, height, support structures and ground preparation. The Sagamore Hills zoning permit and a Summit County building permit is required and copies must be provided to the Design Review Committee. This surrounding landscaping/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction. Gazebos, arbors, trellises have the same guidelines. Utility and sprinkler lines must not be damaged during construction. See General Information.

Planting: Prior approval is required to alter exterior beds or to add additional beds. No trees, shrubs or oriental grasses are allowed without prior approval period prior approval is not needed for planting of annual or perennial flowers (do not include flowering shrubs) As long as they are planted within existing most beds.

Mulch: If homeowners wish to mulch with additional mulch, they must use the same type and color as the association uses. This usually will be dark brown double shredded hardwood mulch to prevent the problem of Artillery Fungus. If any questions, it is up to the homeowner to contact the management office for proper color.

Awnings: To be a solid color, retractable unit with no stripes or designs (natural color- i.e.. Beige, Gray or color of siding) Installed above a patio or deck at the rear of a unit. Awning shall not overhang deck or patio more than 12 inches on any side. Maintenance of the awning is the homeowner's responsibility. Any damage done to the structure due to attachment of an awning is the Homeowner's responsibility. Homeowner shall keep the awnings in good repair. Window awnings shall not be permitted.

Doors: Color choices of front doors must be Pinecreek Reserve approved colors. Exterior doors must be replaced with the same style and type door as those originally installed in the Association. Any addition having an exterior door must conform with current door styles.

Storm Doors: Each unit has the option at owners expense, to add a storm door to the front/side of each unit. Storm doors are to be full view with plain glass and screen. Decorative grids or bars are not acceptable.

Lighting: Exterior low voltage style landscaping lighting is permitted only in the mulched foundation bed along the garage wall leading to the front door (i.e.. inside of sidewalk), or in mulched beds around patio/deck. No colored lights (i.e.. red, green, blue) hard to be used.

Windows/Skylights: The frame of windows to be white in color. Windows shall be single hung, double hung, casement or sliders. No awning windows shall be allowed. Opaque glass block windows (no colors) shall be allowed Only an existing basement windows not to exceed 16 inches in height and 32 inches in length. Skylights can be installed in the rear or side of a unit but must not be visible from Pinecreek Lane.

Satellite Dishes: Satellite dishes must not exceed 18 inches in diameter. No dish shall be allowed on the front of any unit. It must be installed on the unit so that the dish is not visible from the street. Satellite dishes installed on roofs must be a neutral color or match the color of the roof of the house.

Siding & Roofing Replacement: Siding and roof replacement must be the same material and color as originally installed. For additional information see the amendment to the Declaration of September 20, 2025.

Appendix A

APPROVED DOOR COLORS

Reds

Classic Burgundy
Old Mahogany
Cherry Cola
Divine Wine
Sun Dried Tomato
Burgundy

Colors

Glidden R52
Glidden 99RR
Behr CR-11
Behr PPU1-02
Sherwin Williams SW7585
Sherwin Williams SW6300

Greens

Deep Forest Pine
Dark Hunter Green
Hemlock Green

Glidden 30GG 09/106
Glidden 30GG 6/113
Glidden B13

Grays

Web Gray
Knights Armor
Cyberspace
Outerspace
Raycroft Pewter

Sherwin Williams SW7075
Olympic DT20
Sherwin Williams SW7076
Sherwin Williams SW6251
Sherwin Williams SW2848

Pinecreek Reserve Homeowners' Association

c/o Reserve Realty Management

480 W. Aurora Rd.

Sagamore Hills, OH 44067

Phone: 330-542-6407 Fax: 330-542-6417

jcerino@reservemgmt.com

Requirements: First review your Associations Declarations or Rules and Information Handbook. Architectural Guidelines. Please show as much detail as possible, include a picture of the proposed additional / alteration.

All applications must adhere to the Approval Process. Any additions or alterations without board approval may be subject to enforcement fines and/or removal at the owner's expense and restored or original condition. If you do not have a topographic map of your property, contact your County Engineer Office.

Submit this application by email or mail to the address above.

Homeowners Name:

Address:

Phone:

e-mail:

Description:

Size/Dimensions: _____ **Location:** _____

Materials:

Contractor: (Must apply for necessary Permits)

Proposed Start Date:

Completion Date:

Homeowners Signature:

Date:

For Office Use Only

Date Received: _____ **By:** _____

Date Approved/Denied: _____ **By:** _____
