

RULES AND REGULATIONS

Environment of Common Areas

A. General

- i. Recreation in the street is prohibited.
- ii. Skateboards, skateboard ramps, basketball hoops, and soccer nets are prohibited on the property.
- iii. Residents must not pour or allow the spillage of any solvents or any other volatile or flammable material in the storm sewers or on the Common Area.
- iv. All personal property, such as seasonal furniture, toys, bicycles, etc. must be kept inside the garage, patio area or deck when not in use.
- v. Retractable awnings are permitted with written approval by the Homeowners Association before installation. The colors for the awnings must match the color of the home, only. Awnings are permitted over rear deck and patio areas only.
- vi. Solicitation by any commercial or other enterprise is prohibited within The Association. Public sales of any kind, including garage sales and tag sales are prohibited unless approved in advance, in writing by the Board of Directors.
- vii. Nothing shall be done in or on any home or Common Area, which may impair the structural integrity or aesthetic of the building.
- viii. No solar panels shall be permitted.
- ix. Driveway additions and or extensions are not permitted.
- x. All Homeowners must use the US Post Office secured mailboxes provided. No individual mailboxes will be allowed.
- xi. The Homeowners Association must be notified prior to any residence being listed for sale.

B. Motor Vehicles

- i. 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
- ii. Moving vans are permitted to be temporarily parked in the driveways and/or on streets between 6:00 a.m. and 9:00 p.m., but must not obstruct traffic.
- iii. Overnight parking by residents and guests must utilize spaces in the following order:
 1. Within the garage
 2. In front of the garage door.
 3. On the parking pad.
- iv. Overnight parking on the streets is prohibited by city ordinance to allow unobstructed access for emergency vehicles.

- v. 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 will be towed off the premises at the vehicle owner's expense.
- vi. Parking on any grassed or lawn area is prohibited.
- vii. All vehicles must be parked with the flow of traffic on non-hydrant side of street.
- viii. The speed limit is posted at 10 miles per hour on all Trailhead Village streets.
- ix. For the courtesy of all Homeowners, motorcycles and motorized vehicles shall have noise baffles or noise restraints.

C. Garages

- i. Garage doors must be closed except for ingress and egress or purposeful activity (e.g. yard work, washing cars, or entertaining.)
Residents must use their garage as their primary parking space with the owner's driveway being the second place to park their vehicle(s).

D. Signs

- i. No sign or advertising of any nature shall be displayed on any portion of the property except: a professionally prepared sign not to exceed 4 square feet advertising the unit for sale; or, (1) professionally produced security sign no bigger than 1 square foot.

E. Television Service

- i. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

- ii. Prohibited Apparatus. All exterior antennas are prohibited. Permitted are:

1. A satellite dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services that is one meter or less in diameter.
2. Permitted Locations

A satellite dish must be located in the rear yard or on the rear of the dwelling unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the dwelling unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Board of Directors shall attempt to find a location with the least visual impact upon the surrounding

properties. An “acceptable quality signal” is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access.

3. Continued Maintenance

- a. Each owner shall maintain any satellite dish in a reasonable manner so as not to become unsightly. Each owner shall remove any dish upon cessation of its use.

F. Pools , Spas, and Hot Tubs

i. Pools

No above ground or in ground swimming pools shall be permitted. Small portable “kiddie” pools no greater than 6 feet in diameter shall be permitted on the deck and patio behind the dwelling unit so long as said pool is not in place for more than seventy-two (72) consecutive hours.

ii. Hot Tubs

Hot tubs shall be permitted provided that hot tubs must be above ground incorporated into a deck. All hot tubs must be screened with a privacy fence approved by the Board.

- iii. Hot tubs must comply with local city installation and maintenance guidelines.

G. Fences

- i. Fences are not permitted anywhere on the property other than decorative (split rail) that have been approved by the Board of Directors or installed by the original builder. No perimeter fences of any kind are permitted.

Owner / Resident Responsibilities

A. General

- i. Only patio furniture, grills, umbrellas, gliders, deck boxes and kiddie pools as described above are to be maintained within the patio and deck area. Other personal storage is not permitted within the patio and deck area.

- ii. One (1) American Flag per unit may be displayed in a window, on the door, fence or on the exterior of the building so long as it is attached to the wood trim only. The American Flag may be displayed at any time in keeping with the recognized customs. No other flags will be permitted.

B. Snow Removal

- i. Residents shall park all vehicles inside their garage during the snow removal season.
- ii. If a vehicle parked in the driveway impedes snow removal, the Homeowner will be responsible for his/her own snow removal at his/her own cost.
- iii. Residents are encouraged to use an ice melt product on areas near the individual home. Rock salt is prohibited and must not be used as an ice melt product. Calcium Chloride is recommended, as rock salt is more likely to damage the concrete surfaces and detracts from the appearance of the community.

Architectural Guidelines

A. General

All change to the exterior requires a written request with supporting detail and diagrams for any type of modification, installation, or additions to each home must be submitted to the Board for review. Written approval must be obtained from the Board prior to the installation or commencement of the project.

- i. Following written approval from the Board, it will be the Homeowner's responsibility to secure necessary building permits and to obtain approval from the City of Berea.
- ii. Once the material for the exterior modification is placed on the property, the work must begin and continue through the 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.
- iii. 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.
- iv. It is the responsibility of the seller to disclose to a new Homeowner any and all architectural change or improvements that are the responsibility of the Homeowner to repair or to maintain, including landscaping. If necessary, contact the Board of Directors to review the architectural correspondence file. Document must be recorded and conveyed to subsequent owners.

B. Architectural Approval Procedure

- i. Review of architectural change requests, submitted by a Homeowner, will be in accordance with the following schedule.
 1. Written request is submitted to the Design and Review Committee by filling out the appropriate request form.
 2. The Design and Review Committee will meet to consider the request and to check against the Rules and Regulations.
 3. The Design and Review Committee will submit their recommendation to the Board.
 4. The Board will make the final decision and notify the Resident in writing.
 5. The process may take up to 21 days, so Residents need to plan ahead for any architectural changes they wish to make.
 6. Failure on part of the Board of Directors to respond shall not constitute an approval.
- ii. An applicant may request the meeting of the Board of Directors to discuss denials.
- iii. Architectural Integrity

According to the planned unit Development concept the established characteristics of Trailhead Village are Craftsman Style homes with stone fronts and the use of three (3) to four (4) historical colors. All existing or future homes must conform to these characteristics.

C. Masonry

- i. With respect to home masonry, the community should maintain a standard look where all homes have the color of a masonry foundation. If painted, the masonry should match the original color of the masonry. The homeowner may not extend the color of the siding to the foundation.

D. Storm Doors

- i. Storm door may be installed as long as they are white and full view and are of the same type of style as those found at Trailhead Village.
 1. Doorframes must be white and full clear view. A divider strip or grill is permitted.
 2. Glass must be clear and not of a frosted nature.
 3. 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.
 4. Maintenance and upkeep of the storm door is the Homeowners responsibility.

E. Window Replacement

1. Installation of replacement windows must have prior Board approval, except in case of damage where the exact-for-like replacement would be made.
2. Windows, when replaced by the Homeowner, must be identical in appearance to the existing windows. An upgrade in the quality of window may be approved providing replacement windows are identical in appearance to the existing windows.
3. Maintenance, repair and replacement of windows are a Homeowner's responsibility.

F. Exterior Lighting

1. No additional lighting beyond what the builder supplies will be permitted in the front of the home.
2. Installation of exterior lighting and/or landscape lighting in the rear of the home requires prior written Board approval.
3. Lighting intensity/brightness shall not interfere with neighbors' privacy.

Landscaping

A. General

- i. Trees and shrubs must not be planted, transplanted or removed or any changes made to the exterior landscaping unless material is a replacement with identical plant, without prior written approval of the Board.
- ii. The use of railroad ties, landscaping timbers, bricks, rocks and/or other such items used as shrub bed enclosure is prohibited without prior written approval of the Board.
- iii. Residents desiring to change or add landscape plantings in the area of their home must submit written specifications to the landscape committee and obtain written Board approval prior to installation.
- iv. A maximum of three (3) flower/plant pots per home are permitted in the front of the house but must not be placed in any lawn area.
- v. The following items are prohibited in the outside area of the homeowners residence any type of statue, statuette, yard or lawn ornament, artificial flowers, , swing sets, jungle gyms, and/or ornamental rocks or stones (with the exception of area around HVAC or under exterior faucet).
- vi. Watering/garden hoses are only permitted near outside spigots and must be stored on a hose reel, hose box, or other hose storage device. Hoses are not permitted to be stored outside freely. Furthermore hoses must be stored inside after October 31 until the following watering season.

B. Shrub Beds

- i. The installation of additional shrub beds or removal of existing shrub beds must have prior written Board approval.
- ii. Shrubs installed by a Homeowner or Resident must be covered in a dark, shredded bulk mulch typically used by landscape contractors and match the type installed in the Common Areas. Wood chips, gravel type stones or any other decorative shrub bed coverings or edgings are prohibited.
- iii. The Owner shall maintain shrub beds installed by a Homeowner or Resident in a manner that will not detract from the overall landscaping appearance.
- iv. Plantings shall be consistent in height and size with existing plantings.
- v. 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 any utility service line.
- vi. Plantings installed by a Resident must not, in any way, be an obstruction for the landscaper.
- vii. The landscaper shall not be responsible for maintenance of the beds, shrubs or trees installed by Homeowners.

C. Seasonal Flowers

- i. Seasonal flowers planted in planting beds adjacent to the home do not require prior written Board approval. However, the height and size of flowers must be consistent with the surrounding shrub bed plantings. Examples of unacceptable flowers include: sunflowers, climbing roses, flowering vines and trellises. Exception would apply to flowers planted for the purpose of utilizing a trellis installed by the original builder.
- ii. Flowers planted by a Resident must be removed at the end of the growing season and maintained by the Resident in a manner that does not distract from the appearance of the Community.
- iii. If these requirements are violated, the Homeowner will be contacted and required to remove the plantings.

D. Trees

- i. Type of tree and location, must have written Board approval prior to installation.
- ii. 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.
- iii. A tree ring must be created and maintained by the Resident around the base of the tree in an effort to prevent damage from landscaping equipment. The tree ring must be covered with dark shredded bark mulch typically used by

landscape contractors. Wood chips, gravel stones or any other decorative shrub bed coverings are prohibited.

- iv. 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.
- v. Trees planted by a Homeowner must be planted in such a manner so as not to create obstructions for the landscape service contractor.
- vi. The Owner and/or subsequent purchaser of the home must maintain all landscape plantings installed by a Homeowner. The plantings will become the sole responsibility of the Homeowner; the Association will not be responsible for the care and/or maintenance of such plantings.

E. Other Plantings

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

F. Landscape Approval Procedure

- i. Review of landscape change requests, submitted by a Homeowner, will be in accordance with the following schedule.
- ii. Written request is submitted to the Landscape Committee by filling out the appropriate request form.
- iii. The Landscape Committee will meet to consider the request and to check against the rules and regulations.
- iv. Their recommendations will be submitted to the Board of Directors.
- v. The Board will make the final decision and notify the resident in writing
The process may take up to 21 days, so residents need to plan ahead for any landscape additions or changes they may wish to make.

Home / Lot Restrictions

A. General

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. Once the warranty on builder landscape materials expires, the homeowner assumes responsibility and liability for said materials.

B. Pets

- i. Pets must not be permitted to run loose on the property. All animals, when outdoors, must be kept on a leash not more than six (6) feet in length.
- ii. No pet shall be tethered in the Common Area or around any tree/shrub at any time; nor shall any pet be tied to a patio fence or housed outside of a home at any time.
- iii. Pet owners will be held liable for all damages caused by their pets to any Common Area including, but not limited to shrubs, bushes, trees and grass.
- iv. Due to the proximity of the homes, invisible fences are not permitted.

C. Rubbish Removal

- i. Rubbish containers and recycle bins may be placed at the curb for pick-up no earlier than 7:00 p.m. on the evening before normal collection. Rubbish containers and recycle bins must be returned to the interior of the home before 7:00 p.m. on the pick-up day.
- ii. Rubbish remaining at the curb overnight must be enclosed in covered containers of solid plastic, metal or heavy cardboard to prevent the rubbish from being scattered, blown, or disturbed by animals or birds.
- iii. 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.
- iv. All dog waste containers must be placed out of site on property.
- v. Large items for rubbish pick-up must not be placed on the curb until the scheduled pick-up date. Pick-up of large items must be scheduled with the trash removal company in advance.

D. Seasonal Decorations

- i. Holiday and seasonal yard displays are prohibited (except as outlined below).
- ii. The following items will be permitted outside the Homeowners area for the Winter/Christmas Holiday season only: any type of seasonal statue/statuette, yard or lawn ornament, wreaths, stockings, Christmas lights, etc. may be displayed as follows:
 - 1. Nothing may be permanently attached to any part of the exterior of the home. Temporary clips are allowed. Any damage done to the exterior of the home will be the sole responsibility of the Homeowner to repair.
 - 2. Christmas lights can be installed and illuminated starting on Thanksgiving Day, and must be removed no later than 2 weeks after New Year's Day.
- iii. Items requiring attachment to buildings are strictly prohibited. (except as permitted above)

E. Bird Feeders

- i. One (1) single freestanding bird feeder per home is permitted either in a tree or on a post. The post may only be placed outside the patio in an established tree mulch area. The post must be metal and the post and feeder shall not exceed seven (7) feet in height. The feeder may not exceed eighteen (18) inches square. The post must be painted black. Bird feeders are only permitted in the rear of the home. Front and side locations are prohibited.
- ii. A Hummingbird liquid feeder or seed dispensing bird feeder in a tree is permitted as an alternate to a bird feeder.
- iii. Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, etc. Is prohibited. Foodstuff placed on the ground around the home attracts rodents and creates an unsightly appearance.

SALE OF A HOME

A. General

- i. The Board of Directors must be notified of an imminent listing of a home sale. Seller will provide the name and phone number of listing agent.
- ii. Exterior "For Sale" signs are limited to those permitted in Section 1, Article G of these rules.
- iii. A Homeowner is required to notify the Board of Directors in writing of any changes in occupancy thirty (30) days prior to such change.
- iv. The seller is responsible for providing the following information to the Buyer:
 1. A copy of the Declaration and By-Laws for the Trailhead Homeowners Association.
 2. A copy of The Trailhead Association Rules and Regulations.
 3. 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.

MAINTENANCE FEE, LIEN PROCEURES AND COST OF COLLECTION

- A. Dues are paid in monthly installments of 160.00 (one hundred sixty dollars and xx/100) per household. Dues may also be paid in quarterly or annual amounts.
- B. Maintenance fees and assessments are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
- C. An administrative late charge of twenty dollars (\$20.00) per month shall be incurred for any late payment on any unpaid balance.

- D. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent Owner.
- E. Past due maintenance fees may cause a lien & foreclosure to be filed against the Homeowner.
- F. If any Owner fails to perform any act that he is requested to perform by the Declaration, By-Laws or the Rules and Regulations, the Association, may, but shall not be obligated to undertake such performance or cure such violation & shall charge and collect from said Homeowner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed an additional assessment upon such Homeowner and shall be due and payable when payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for the said amount in the same manner and to the same extent as if it were lien for common expenses.

COMPLIANT PROCEDURE

In addition to the items listed below the Trailhead Village Enforcement Procedure document further elaborates on the steps the board shall follow in addressing and resolving a complaint.

- A. Complaints against anyone violating the rules must be made to the Board of Directors in writing and must contain the signature of the individuals filing the complaint.
- B. The Board of Directors 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.
- C. If reasonable efforts to gain compliance are unsuccessful, the homeowner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATION

In addition to the items listed below the Trailhead Village Enforcement Procedure document further elaborates on the steps the board shall follow in addressing and resolving a complaint.

- A. The owner shall be responsible for any violation of the Declaration Bylaws, or Rules and Regulations by the owner, guests, or occupants of his/her home.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise with legal action for any violation of the Association's governing documents, as the Board in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
- C. All costs for extra cleaning and or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action in accordance with the procedure outlines in Section E below, actual damages and or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day MAY be levied by the Board against an owner in violation.

- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damages or violation; and
 - c. The amount of the proposed charge and or enforcement assessment
 - d. A statement that the owner has the right to, and the procedures to request, a hearing before the Board to contest the proposed charge and or enforcement assessment.
 2. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board no later than the tenth day after receiving the notice requirement in E-1 above.
 - a. If an owner timely 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. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and or enforcement assessment will be immediately imposed and
 - b. At the hearing the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in executive session and proof of hearing, evidence or written notice to the owner to abate action and intent to impose an enforcement assessment shall become part of the hearing minutes. The owner will then receive notice of the Board decision and any enforcement assessment imposed within thirty (30) days of the hearing.
 - c. The Association may file a lien for an enforcement assessment and or damage charges that remains unpaid for more than ten (10) days.

MISCELLANEOUS INFORMATION

1. Any items regarding an addition, change or alteration to the Common Areas of The Association not covered in these Rules and Regulations must be presented to the Board and must receive written Board approval before implementation.
2. The Board of Directors and the members of the Homeowners Association realize that circumstances may exist where a Resident may need a temporary variance from the Rules and Regulations. If such a variance is needed, the Homeowner must submit such request to the Board of Directors in writing prior to the time in which the temporary variance is requested. The Board will approve or deny the request following review of information provided. Communication of the request and approval will be communicated by the Board to all Residents via email.

