

# **Puritas Park Home Owner's Association, Inc.**

## *BOOKLET* *OF* *PROPERTY INFORMATION* *AND* *RULES AND REGULATIONS*

Amended & Restated Effective October 1, 2014

(Previously Revised July 1, 2009)

## **WELCOME!**

Welcome to Puritas Park Home Owners' Association, Inc. We are pleased you selected Puritas Park as your home.

This booklet was developed to serve as an easy-to-understand reference guide for existing owners and to provide information to help new owners become familiar with our Association.

In order for a home owner association to operate smoothly, it is important for owners to understand the basic concept of how the Association functions. This booklet contains a description of maintenance responsibilities, community information, rules and regulations and Association policies. We hope it becomes your property manual.

Home owners should have received a copy of the Declaration of Covenants, Conditions and Restrictions of Puritas Park Home Owners' Association, Inc. from the seller at the time of purchase. If you do not have these legal documents, a copy can be obtained from the Cuyahoga County Recorder or the management company for a copy charge.

**This explanatory booklet does not replace our legal documents. It is simply our intent to present information in an easy-to-read format. We believe knowledgeable and informed owners are the most important part of our Association. Therefore, if there is an inadvertent discrepancy between what is expressed in this booklet and the legal documents, the legal documents or the Ohio Nonprofit Corporation Act, R.C. 1702 will govern.**

From time-to-time we will add, delete, modify and revise these guidelines to keep this booklet updated with current information and procedures. If something arises that is not covered in this booklet, **please do not hesitate to call the management company and Board members will be notified.**

The Board of Trustees Puritas Park Home Owners'  
Association, Inc.

Revised: April 2000

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This booklet will replace all previously published rules and regulations.

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# SECTION 1 GENERAL INFORMATION

## 1.1 WELCOME & INTRODUCTION

Welcome! We are pleased you selected Puritas Park as your home.

Puritas Park Home Owners' Association, Inc. is comprised of 140 Townhouse style Units. Our Development is located at the corner of Grayton Road and Puritas Avenue in the West Park neighborhood of Cleveland. Some Units are located directly off of Puritas Avenue or Grayton Road. The remaining Units are located on private streets—Cyclone Drive, Puritas Park Drive, Big Met Place and Little Met Place. There are three (3) separate entrances to our Development—two (2) are located off of Grayton Road and one (1) is located off of Puritas Avenue.

Our Development is conveniently located to major freeways--I-480, I-71, and the Ohio Turnpike.

We are close to major attractions including, Cleveland Hopkins International Airport and the Cleveland Metro Parks.

Puritas Park Home Owners Association, Inc. is a legal Home Owners Association.

Our Annual Meeting is held in January. The Board of Trustees is elected at the Annual Meeting to serve a one-year term and may, at their discretion, seek re-election.

An informal general membership meeting is held in the summer to share information and provide social interaction among the Owners and Residents

Regularly scheduled Board meetings are held throughout the year. If an Owner wants to attend a Board meeting, please call the Management Company for further information.

The Board, on behalf of the Association, retains the services of a professional Management Company to handle the day-to-day operations of Puritas Park.

Neither the Association nor the Management Company has the responsibility for law enforcement at Puritas Park. Owners and Residents should call the Police Department to report suspicious or criminal activity in Puritas Park.

Good Neighbor Policy: Our Governing Documents and this handbook define the standard of living and are our foundation, but our community spirit lies within each of us. We have a shared investment in maintaining the value of the property and contributing to the quality of life of all residents. Policy and procedure should not replace courtesy, common sense and responsible communication. All Owners and Residents are strongly encouraged to take the time to get to know their neighbors. If applicable, residents feeling the need to file a complaint with the Management company are expected to have a personal and civil conversation with their neighbor before doing so.

## 1.2 WHAT IS A HOME OWNERS ASSOCIATION?

Puritas Park is an attractive alternative to condominium living or single home living. Our development is considered to be a legal Home Owners Association.

- A Home Owners Association is not a democracy.
- Owners are not entitled to vote on everything.
- A Home Owners Association is not a social organization where owners sit around, socialize, and make casual decisions.
- A Home Owners Association is not a union or a civic association.
- Owners do not vote on the annual budget.
- A Home Owners Association is not a dictatorship or a monarchy where one board member makes all the decisions.

Board Members are elected by vote of the Owners at the Annual Meeting in January of each year. Board Members volunteer their time to serve. Board Members treat the Association like a business. The Board meets monthly to review the day-to-day operations of the Association. The Board acts in what it believes to be the best interests of the entire Association and in keeping with our Governing Documents and this handbook. If an Owner is unhappy with or dissatisfied with the Association operations, he or she may express an opinion, but the Board determines when the snow gets plowed and when and in what priority maintenance projects will be completed.

All Owners are encouraged to volunteer to serve on the Board. **Note:** the information in this section was reprinted from the *Kaman Report Guide Book*.

## 1.3 PURPOSE OF THE HANDBOOK

This Handbook was developed by the Board of Trustees to serve as an easy-to-understand reference guide for Owners and Residents. You will find information on maintenance responsibilities, architectural standards, community information, and our Association Rules.

We reserve the right to update, delete, modify or revise the information contained in this Handbook from time to time. **It is important for each Owner to keep this Handbook updated with any revised pages provided by the Board of Trustees.** Upon sale, the Owner/Seller is expected to pass along this Handbook and the Governing Documents to the new Owner/Purchaser.

All Owners should have received a copy of the Declaration of Covenants, Conditions and Restrictions of Puritas Park Home Owners' Association, Inc. from the seller at the time of purchase. If you do not have a copy of the Governing Documents, a copy can be obtained from the Cuyahoga County Recorder's or the Management Company for a reasonable fee.

This Handbook does not replace our Governing Documents. Please keep in mind that the Governing Documents will prevail in the event of a conflict between this Handbook and the Governing Documents.

Owners are encouraged to contact the Management Company if you have any questions or concerns.



**This Handbook replaces all previously published booklets.**

## **1.4 HISTORY OF PURITAS PARK**

Our property has a rich and varied history. In 1894 our property was the site of the Puritas Springs Bottle Plant providing spring mineral water.

In 1898, the Puritas Springs Amusement Park opened. In 1928 the famous Cyclone Roller Coaster opened. In 1958 the amusement park closed.

Our property was originally developed as a home site in 1984. Puritas Park was developed in phases over several years (1985-1990). Phase 1 included the Units located off of Puritas Avenue. Phase 2 developed the property located off of Grayton Road, including the Units on Cyclone Drive and Puritas Park Drive. Phase 3 developed the Units on Big Met Place and Little Met Place.

## **SECTION 2 THE GOVERNING DOCUMENTS**

The following legal documents are considered to be the Association's Governing Documents. Each Owner should maintain copies of these documents in a secure place along with your other important papers. Additional copies of the Governing Documents can be requested from the Cuyahoga County Recorder's Office or from the Management Company. A reasonable copying fee will be charged for the copies.

**In the event of a conflict between the Governing Documents and this Handbook, the Governing Documents shall prevail.**

- 1. Declaration of Covenants, Conditions and Restrictions of Puritas Park effective August 21, 1984, as amended May 31, 1985, and as amended again on August 1, 1987, and as amended again on May 30, 2008.**
- 2. Articles of Incorporation of Puritas Park Home Owners Association, Inc. effective August 14, 1984.**
- 3. By-Laws (Code of Regulations) of Puritas Park Home Owners Association Inc. effective August 14, 1984.**

## **SECTION 3 DEFINED TERMS**

Throughout this Handbook, the following capitalized terms shall be defined consistently and uniformly as set forth in this section:

### **3.1 GOVERNING DOCUMENTS**

Governing Documents is defined in Section 2 of this Handbook

### **3.2 ASSOCIATION**

Association shall mean the Puritas Park Homeowners Association, Inc. a not-for-profit corporation, as defined in the Governing Documents.

The Board of Trustees has the authority to transact business on behalf of the Association pursuant to the laws of the State of Ohio and in accordance with the Governing Documents.

### **3.3 OWNER**

Owner shall mean and refer to the record owner(s) of a Unit in the Development as defined in the Governing Documents.

### **3.4 RESIDENT**

A Resident shall include the Owner and/or a lawful tenant residing in a Unit under a written lease agreement and further in accordance with the requirements in Section 10.1 of this Handbook

### **3.5 UNIT**

Unit shall mean the building, lot and the improvements thereon as shown on the Plat attached to and referenced in the Governing Documents.

### **3.6 COMMON AREA**

Common Area shall mean all real property in the Development including the improvements owned by the Association for the common use and enjoyment of the Owners as further defined in the Governing Documents.

### **3.7 DEVELOPMENT**

Development means Puritas Park as described in the Governing Documents, and as detailed on the Plat recorded with the Cuyahoga County Recorder's Office.

### **3.8 ANNUAL MAINTENANCE ASSESSMENT**

The Maintenance Assessments are provided for in the Governing Documents.

The Board of Trustees establishes the amount of the Maintenance Assessments, including the capital reserves fee on an annual basis.

Owners are personally obligated to pay the Maintenance Assessments. The Maintenance Assessments together with interest, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Unit. The Maintenance Assessments shall be used for the improvement and maintenance of the Common Area, and to promote the recreation, health, safety and welfare of the Owners.

### **3.9 SPECIAL ASSESSMENT**

The Association may levy a Special Assessment upon the Owners for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area. Special Assessments must be approved by vote of at least 75% of the Owners in accordance with the Governing Documents.

### **3.10 RULE VIOLATION ASSESSMENT**

The Association shall levy a Rule Violation Assessment upon any Owner who violates an Association Rule or fails to comply with any of the architectural standards or the maintenance requirements as set forth in this Handbook and as required in the Governing Documents.

### **3.11 ASSOCIATION RULES**

The Association Rules are set forth in Section 6 of this Handbook and in the Governing Documents. All Owners are responsible for knowing and following the Association Rules. Owners are responsible for the actions of their tenants and guests. Violations of the Rules by the tenants or guests shall result in liability to the Owner. If an Owner has questions regarding an Association Rule, he or she should contact the Management Company for assistance.

### **3.12 PPHOA**

PPHOA is an abbreviated alternative term for the Puritas Park Home Owners Association.

### **3.13 BOARD**

The Board of Trustees of the Puritas Park Home Owners Association is provided for in the Governing Documents. Please refer to Section 16.2 BOARD MEMBERS for the listing of current board members.

### **3.14 MANAGEMENT COMPANY**

The Management Company is hired by the Board under a written contract with the Association to handle the day-to-day affairs of the Association at the direction of the Board.

The Management Company provides the following services to the Association:

- Attends regularly scheduled Board and Annual Meetings and provides the agendas, meeting minutes, and Board packets;
- Maintains the Association's records, including all documents relating to the administration of the Association, and correspondence of all business matters and obligations of the Association;
- Assists the Board in the administration of the Association's policies, including the Governing Documents and Association Rules. This includes notification to Owners and Residents of violations and enforcement measures, including initiating legal action through the Association's legal counsel;
- Hires, supervises and interacts with contractors and other such personnel as may be necessary to operate and maintain, at the Association's expense, the Common Area property, at the direction of the Board of Trustees;
- Collects monthly Maintenance Assessments and Special Assessments; and credits payments to the Owners accounts;
- Pays all Association bills, including taxes;
- Receives telephone calls and answers correspondence from Owners and Residents.
- Provides a 24-hour answering service to assist Owners with any emergency associated with the Common Area.

Please refer to Section 16.2 BOARD MEMBERS for the current designated management company.

## **SECTION 4 PPHOA BOARD OF TRUSTEES**

### **4.1 ELECTIONS**

Every January the Owners elect the Board of Trustees. The Governing Documents provide that the number of trustees is authorized to be a minimum of three (3) and a maximum of seven (7) persons. Only Owners may serve on the Board.

### **4.2 DUTIES & RESPONSIBILITIES**

The Board's duties and responsibilities are set forth in detail in the Governing Documents.

The Board is authorized to hire contractors, attorneys, accountants, and a Management Company. The Board is responsible for obtaining insurance for the Common Area, paying utility bills for the Common Area and paying the real estate taxes for the Common Area.

The Board is responsible for establishing the amount of the Maintenance Assessments, billing and collections in accordance with the Governing Documents.

The Board is responsible for enforcing the Association Rules, architectural standards and Owner maintenance requirements set forth in the Governing Documents and this Handbook.

The Board is authorized to establish, revise and revoke Association Rules.

The Board is responsible for the maintenance and repair of the Common Areas in the Development including the following:

- All private streets—Puritas, Cyclone, Grayton, Puritas Park Drive, Little Met Place, Big Met Place, including the parking areas;
- Concrete Driveway pads;
- Grass cutting, trimming, edging, weeding and fertilization of the grass areas of the Common Areas;
- Care and maintenance of Common Area trees and shrub beds, including pruning, and replacement where necessary;
- Planting and replacement of shrubs, flowers, plants and trees in the Common Area;
- Snow plowing, snow removal and salting;
- Entrance, Street, and Parking Signs;
- Front sidewalks;
- Post lamps and exterior light poles.

The Board may undertake special maintenance projects such as seal coating, replacement of trees or shrubs, or replacement of post lamps, or signs as needed in order to maintain our Development's neat and uniform appearance.

Most projects are to be budgeted for the upcoming year. If necessary, the Owners will vote in accordance with the Governing Documents.

In an effort to keep monthly Maintenance Assessments affordable, our Association tries to plan maintenance and repair work in advance as opposed to a complaint driven procedure.

### **4.3 MEETINGS**

The Board meets at least monthly. The Association's recording secretary prepares minutes for all board meetings. The Management Company maintains the meeting minutes and all related documents are retained as part of the Association's corporate files.

### **4.4 CONTACT INFORMATION**

Please contact the Management Company first with any issues or questions.

The Management Company will involve the Board Members as appropriate.

## SECTION 5 MEMBERSHIP AND VOTING RIGHTS

### 5.1 MEMBERSHIP

In accordance with the Governing Documents, each Unit Owner shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership. When more than one person owns an interest in any Unit, all such persons shall be Members of the Association.

### 5.2 VOTING RIGHTS

Each Unit Owner shall be entitled to one (1) vote. However, if more than one person owns an interest in any Unit, the owners shall collectively determine the one vote for that Unit.

- Owners vote annually to elect the Board of Trustees.
- Owners have the right to vote on such other matters, including amendments to the Declaration of Covenants, and approval of Special Assessments for capital improvements to the Development.
- Owners will receive written notice of the Annual Meeting and any other special meetings in accordance with the Governing Documents.

## SECTION 6 ASSOCIATION RULES

### 6.1 BICYCLES AND OTHER RECREATIONAL EQUIPMENT

- Riding bicycles, tricycles, toy cars, big wheels, skateboards, and other small recreational vehicles **are prohibited** on the grass portions of the Common Areas.
- Riding bicycles, tricycles, toy cars, big wheels, and other small recreational vehicles are restricted to the paved areas exclusively.
- Bicyclists should yield to cars and adhere to all applicable traffic rules.
- Bicycles, tricycles, big wheels, etc. must be stored inside of the Owner's garage when not in use.
- Skateboards and skateboard ramps are **prohibited** from the property.

### 6.2 BIRD FEEDERS/WILDLIFE FEEDING

A hummingbird liquid feeder or seed dispensing bird feeder is permitted only inside the privacy fence enclosure behind the Owner's Unit.

Ground feeding of wild life such as birds, geese, ducks, squirrels, etc., is **prohibited**.

Food placed on the ground will attract rodents and creates an unsightly appearance and potential health hazard.

### 6.3 CLOTHES LINES ARE PROHIBITED

### 6.4 COMPOSTING IS PROHIBITED

### 6.5 DECORATIONS

At certain times of the year, Owners and Residents may enhance the exterior of their Units with seasonal decorations in accordance with the following guidelines:

- Decorations should not be attached to the aluminum siding;
- Decorative name plaques or decorative signs may not be affixed to the exterior of any Unit or garage;
- Decorations may be attached to the wood trim;
- Doors may be decorated with wreaths or other dried flower or artificial arrangements;
- Shrubs or trees may be decorated with holiday lights from Thanksgiving through January 2<sup>nd</sup>. Lights should be removed as soon as the weather conditions allow after January 2<sup>nd</sup>.
- Halloween pumpkins and other decorations may be displayed from October 15<sup>th</sup> through November 2<sup>nd</sup>;
- Seasonal flower pots may be placed on the concrete porch entrances and driveways near the garage doors;
- Hanging flower baskets can be hung from the porch overhang or wood siding, but they should not be hung from the gutters;
- Garden decorations are permitted in the shrub beds adjacent to the Owner's Unit. Decorations cannot be taller than 2 feet. A limit of two decorations is allowed in each shrub bed. Decorations are not allowed in the Common Areas;
- Decorative holiday or seasonal flags are **prohibited** from being displayed. Only U.S. flags may be displayed in accordance with 6.8 FLAGS.

The Owner is responsible for the removal of any live Christmas trees. Owners should check the local paper for the special pick-up date for the City to collect live Christmas trees. Otherwise, the trees may be put out with the rest of their garbage for collection.

Do not dispose of any discarded Christmas trees in the wooded areas in our Development.

Owners who purchase live Christmas trees may plant the tree in the Common Area. Please contact the Management Company for specific instructions.

### 6.6 DECK/PATIO FURNITURE

Outdoor furniture may not be left in the Common Area. Landscape contractors will not accept the responsibility of moving any Owner's personal property. Please remove all furniture and recreational equipment after use.

## 6.7 EXTERMINATORS

The Association does not provide exterminating service for Owners.

Owners and Residents may obtain exterminating services as needed at their own cost.

## 6.8 FLAGS

Owners and Residents may display one standard-sized flag (not to exceed 3'x5') of the United States of America on a pole attached to the front exterior of the garage provided that the bracket may be secured to the wood trim portion of their garage only.

The flag must be made of nylon, polyester or cotton material.

The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.

The installation of a free-standing flag pole in the ground is **prohibited**.

The Owner or resident must maintain the flag. The flag must be removed immediately once it is worn, faded, and or tattered.

## 6.9 GARAGES

Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in damage to the driveway and street are **prohibited**.

The garage must be used as the primary parking space for the Owner or Resident.

The garage door must be closed when not in use.

Flammable or hazardous items are **prohibited** from being stored in garages.

## 6.10 GARAGE SALES/ESTATE SALES/YARD SALES

In consultation with our attorneys and insurance agent, the Board has taken formal action to **prohibit** Garage Sales and Estate Sales. Owners and Residents are **prohibited** from holding any public sales in their Unit, in the Common Areas or anywhere within the bounds of the Development.

## 6.11 GRILLS

Since the distribution of the last revision of this Handbook, the Ohio Fire Code has been changed as follows: Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or



within 10 feet of combustible construction. Open-flame cooking includes gas grills and fire pits. The Ohio Fire Code is law.

Violations of the Code expose the individual grilling on the deck to fines imposed by the Fire Department or the Fire Marshal.

The Owner is responsible for the cost to repair or replace the deck, deck fence, or any portion of the Unit, including the aluminum siding damaged by a barbecue grill or any other open-flame device. Owners are also responsible for any damage to the Common Areas from a grill or other open flame cooking device, including fire pits.

## 6.12 HAZARDOUS MATERIALS

- Propane Tanks are **prohibited** in garages or Units.
- Owners and Residents are prohibited from pouring or otherwise disposing of any oil, solvent, or any other volatile or flammable material into the storm sewers or Common Area as enforced by the Ohio EPA and the City of Cleveland.
- Owners and Residents are required to promptly clean up any spills in their garages, driveways, sidewalks, or any Common Areas in the Development.
- Owners may check the local newspapers for information on the county-wide or city sponsored special dates for disposal of hazardous waste products.

## 6.13 HOT TUBS

- The installation of an exterior hot tub requires **PRIOR**, written Board approval.
- The Owner must submit plans and drawings detailing all aspects of the installation including, but not limited to, the dimensions of the tub, cleaning methods, water disposal and drainage.
- Disposed water must be carried away from vegetation. The chemically treated water used in hot tubs must be drained in a manner that will not harm the grass or other plantings in the Common Areas.
- Drainage hoses or other equipment must be stored within the privacy fence.
- Hot tubs must be installed on a patio or on a deck that can support the weight.
- The privacy fence enclosing the patio or deck must have a gate that remains locked.
- The Owner must sign a release holding the Association harmless from any liability associated with the hot tub; its installation, functions, maintenance or repair.
- Only licensed and bonded contractors may be used for the installation of a hot tub.
- The hot tub must be covered under the Owner's personal insurance policy. Proof of insurance shall be required.

## 6.14 INSURANCE

- Each Owner/resident must obtain insurance at their own expense affording coverage upon their Unit, personal property and for their personal liability.
- The Association has obtained a master insurance policy for the Common Areas.
- It is important to note that the Association's insurance policy does not cover any dwellings.

## 6.15 INVISIBLE FENCES ARE PROHIBITED

## 6.16 MAIL SERVICE

Mail service is provided by the U.S. Post Office.

The Association has provided cluster pedestal mailboxes located in the Common Areas.

Each Unit has an assigned box number and the Owner has been provided with a set of keys to their individual box. Boxes are numbered only. No names are used.

In each cluster, there is a secured box for outgoing mail and there are larger secured boxes for delivery of packages or larger envelopes. The mail carrier will leave the key for the package box in your individual box.

Owners should contact the U.S. Post Office if they lose their keys.

If repairs are needed to the pedestal mailboxes, the Owners should contact the Management Company.

## 6.17 MOTOR VEHICLE RESTRICTIONS

The following vehicles are **prohibited** from being parked within Puritas Park:

- Buses
- Mobile and/or motorized homes
- Boats or boat trailers
- Campers or camper trailers
- House or horse trailers
- Commercial trucks
- Trail bikes or snow mobiles
- Vehicles with exhaust systems that create a disturbance of other Owners or Residents.
- Vehicles with expired license tags
- Vehicles with flat tires
- Vehicles in disrepair or inoperable

For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the driveway space of an Owner for a period of time not to exceed twenty-four (24) hours so long as the Owner has notified the Management Company in advance. Care must be taken so as not to obstruct the flow of traffic.

Motorcycles are **prohibited** unless parked in the Owner's garage and used only to enter or to leave the Development.

No vehicle shall be parked in the Development unless it fits inside of the garage or within the -parameters of the driveway or a line-striped parking space without any portion of the vehicle extending into the street or into any other parking space.

Vehicles that are licensed, painted, signed, or used for commercial purposes shall be kept within the confines of the Owner's garage at all times while on the Property. Owners and Residents are **prohibited** from parking commercial vehicles in the visitor parking spaces

All vehicles on the Property must bear current license tags and be driven by licensed drivers. Moving vans and rental trucks may be temporarily [for a period of time not to exceed twenty-four (24) hours] parked on the street or in the parking areas near the Owner's Unit provided that the flow of traffic is not obstructed. The Owner or Resident must provide advance notice (minimum of three (3) days prior) to the Management Company.

Vehicle repairs are **prohibited** on roadways, parking areas, and driveways.

Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned-up by the Owner or Resident immediately. Reasonable efforts must be made to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids.

Inoperable vehicles, vehicles that are not consistently used and vehicles titled to a non- resident are prohibited from being parked or stored anywhere in the Development.

## 6.18 NEWSPAPER DELIVERY

Owners and Residents may make arrangements for delivery of the local newspapers—The Plain Dealer and Sun Press. Contact the newspaper circulation department by phone or online.

Owners and Residents are encouraged to place a vacation stop order on their newspaper if they plan to be away for more than three (3) days. Piled-up newspapers are unsightly and may be a sign of a vacant home. The Association requires all Owners to remove newspapers.

Individual newspaper boxes are **prohibited**.

## 6.19 NO SOLICITATION POLICY IS IN EFFECT IN OUR DEVELOPMENT

The Puritas Park HOA enforces a no solicitation policy. Solicitation by homeowners, tenants and outside vendors is strictly prohibited. This policy also forbids the placing of brochures/pamphlets in doors, front entry stoops and on vehicles.

## 6.20 NOISES/NUISANCES

Noise that causes a disturbance or creates a nuisance to other Residents is **prohibited**.

For example, late night outdoor parties, loud motorcycles, loud music or arguments that can be heard through the unit walls, or continually barking dogs create a disturbance to other Residents in the Development.

All Owners and Residents are urged to be mindful and courteous to their neighbors.

## 6.21 OUTSIDE STORAGE

Outside storage of property (including but not limited to tools, toys, lumber, wood, garden hoses, lawn sprinklers, debris, trash, junk, paper, bottles and cans) is **prohibited**.

Firewood shall be stored outside within the patio or deck enclosure only. Firewood is **prohibited** from being stored or stacked outside of the patio or deck fences or on the front porches.

If an Owner is having work done on his Unit, deck or patio area, construction debris must be disposed of as soon as possible following completion of the work.

## 6.22 PARKING

The following rules are in place because we have a limited number of parking spaces in our development and we want to keep our streets clear for the normal traffic flow in our Development.

Owners and Residents are required to use their garage as the primary parking space.

If an Owner or Resident has more than one automobile, the extra automobile should be parked on their driveway space, in front of the garage door.

Parking at the entrance or intersection of a street, in the ingress and egress areas of the Development, is **prohibited**.

Parking on lawn areas is **prohibited**.

Parking in a designated fire lane is **prohibited**.

Parking near a fire hydrant is **prohibited**.

No vehicle shall be parked in such a manner as to deny access to or from any driveway, mailbox area or an Owner's garage.

Parking on the street in front of units is **prohibited**. The street is not wide enough to accommodate on-street parking.

The streets shall remain clear at all times should the need arise for a fire truck, ambulance, or other emergency vehicle.

Guest parking spaces are limited and are reserved for visitor use only. Owners or lessees may not use guest parking spaces except temporarily during approved road resurfacing or while repairwork is being done on driveway or garage surfaces (in which case, the management company should be notified).

Parked vehicles must fit into either the Owner's garage, on his driveway space or within the marked lines of a parking space. Vehicles that exceed these space limitations are **prohibited** from being parked in the Development.

Inoperable vehicles, vehicles that are not consistently used and vehicles titled to a non-Resident (or visitor of a resident) are **prohibited** from being parked on the Property.

The Association has the right to tow any motor vehicle in violation of these Rules. Towing costs shall be charged to the responsible Owner in addition to any other legal costs and any Rule Violation Assessments in accordance with Section 11.3.

## 6.23 PETS

No animals are permitted except pets. The only pets which are permitted are one cat and one dog per Unit, and only such other pets which, by their nature are at all times kept confined indoors, such as fish and birds.

A cat or a dog may be taken outdoors, provided such pet does not, by barking or otherwise, disturb the Owner or Resident of any other Unit in the Development.

All pets must be on a hand-held leash and under reasonable control by their Owner or Resident when outside of a Unit. Pets are **prohibited** to run loose in the Development.

NO PET shall be tied, fenced, or housed outside.

Pet owners are liable for any and all damages caused by their pets to the Common Area including, but not limited to shrubs, bushes, trees, and grass.

Pet Owners are also liable for any damage caused to another Owner or Resident's Unit, including their driveway, deck, patio, fence, or landscaping.

Complaints should be directed in writing to the Management Company after attempts at responsible and civil personal discussions have failed.

Pet owners are responsible for immediate and complete clean up after their pet. This is especially important when walking your dog in the Common Areas or on your neighbor's property.

## 6.24 PROPERTY INSPECTIONS

During the spring of each year, the Board of Trustees will conduct an annual inspection of the Development to:

1. Evaluate maintenance and repair needs of the Common Areas; and
2. Evaluate exterior maintenance and repair requirements of the Owners Units to be completed within a reasonable period of time.

Following the inspection, the Board and the Management Company develop maintenance and repair plan for the Common Areas in accordance with available funds and other budget priorities.

Written notification is provided to the Owners advising them of any required maintenance or repairs needed for their home. Owners must complete any exterior maintenance or repairs within the allotted time period.

## 6.25 RAIN BARRELS ARE PROHIBITED

## 6.26 RESIDENTIAL USE ONLY

Each Unit shall be occupied and used for single-family residence purposes only.

Owners and Residents are not permitted to operate a business from their home. Except home offices are permitted so long as the general public is not being invited onto the Development. Business signs are **prohibited**. Commercial vehicles may not be parked in the Development.

No unlawful use shall be made of any Unit.

## 6.27 RUBBISH AND RECYCLING

Littering is **prohibited** so please secure your garbage and recycling.

Automated Waste Collection and Curbside Recycling is provided weekly by the City of Cleveland on Mondays. In the event that a holiday falls on a Monday, it will be collected on Tuesday.

Residents received a 48 gallon black and 48 gallon blue cart from the City of Cleveland. All carts have a serial number unique to each address and bear the City of Cleveland logo. Residents need to abide by the City of Cleveland guidelines. The City of Cleveland's website is [www.cleveland-oh.gov](http://www.cleveland-oh.gov).

Questions concerning the service or cost of removing large items such as carpet, furniture or appliances must be directed to the City of Cleveland. Special instructions are required for disposal of any refrigerators.

Waste disposal must be placed in the provided black cart. Recyclables must be placed in the provided blue cart.

Carts should not be put out any earlier than 5:00 p.m. on the evening prior to collection. The carts must be returned to the Owner's garage by the end of the collection day.

Owners or Residents can contact the City of Cleveland directly to make arrangements to dispose of large items such as furniture, appliances, carpeting, etc.

## 6.28 SATELLITE DISHES AND CABLE SERVICE

Owners and Residents have a choice of service providers—cable or satellite dish.

Cable Service is currently provided in the City of Cleveland by Time Warner Cable

Satellite Dish Service is available through several companies, including Direct TV and Dish Network.

Cable or satellite service is a private contract between the Owner and/or Resident and the cable company or the satellite dish company at the Owner or Resident's expense. Arrangements for the installation and/or disconnection of service are the Owner and/or Resident's responsibility.

### **Satellite Dishes and Antennae**

With prior Board approval, Owners may install an eighteen (18) inch satellite dish, subject to the following requirements:

- All satellite dishes must be installed behind the Unit, inside of the privacy fence unless acceptable quality signals cannot be received.
- If it is necessary to install the satellite dish at the side or in front of the home, the Owner must obtain Board approval prior to installation. The Owner shall submit a drawing to the Board indicating the proposed location, height, and screening materials to be used. In its review the Board will consider the overall aesthetics and whether the proposed location will be an obstruction to landscaping services.
- Satellite dishes shall not be installed in the common lawn areas.
- All dishes shall be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the common areas.
- Any and all efforts shall be used to install the satellite dish in a manner so as to make it as inconspicuous as possible.
- Wiring for the dish must be kept at minimum visibility to all other Owners.

The Owner is exclusively responsible for all maintenance costs, including but not limited to cost to replace, repair, maintain, move, or remove dish or any materials, including screening materials, structures or other items associated or appurtenant to the dish, repair damage to any property caused by the installation, maintenance, or removal of the dish, and pay any medical expense for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dish.

The Board of Trustees reserves the right to add, to delete or otherwise modify or amend these guidelines as it deems necessary for the health, safety and comfort of all Residents.

Individual television antennas are **prohibited**.

### **Cable Service**

When cable service is connected, Owners must make the necessary arrangements with the service provider to ensure the following is completed:

- Wiring for cable television, if placed on the exterior of the Unit, shall be installed in a manner so as to make it as inconspicuous as possible.
- Wiring is properly buried into the ground and will not be an obstruction for the landscape service contractor.
- Any excavation to bury wires shall be covered with topsoil and reseeded by the cable company.
- Direct ground burial of cable television wiring cannot be completed during winter months, when the ground is frozen. The owner shall follow up with Cable Company as soon as the weather allows to have the wiring properly buried into the ground, before the grass cutting begins in the spring.
- When cable service is disconnected, the Owner shall ensure there are no exposed wires and that service lines are properly secured against the exterior of the Unit for future connections.

## 6.29 SIGNS

Signs or other advertising of any nature are **prohibited** in the Development except:

One professionally printed "For Sale" or "For Rent" sign is permitted inside the second floor window of the Unit.

All Homemade signs are **prohibited**.

Exterior "For Sale" and "For Rent" signs are **prohibited**. A Realtor may contact the City of Cleveland to secure a permit to display an Open House sign on the public side of Grayton Road or Puritas Avenue.

One "For Sale Arrow - Open House" sign may be displayed in front of the Unit near the driveway, from Noon to 6:00 PM on the day that the Unit is open for public viewing.

Owners with a home security system may post one sign, not exceeding the height of two (2) feet or the size requirement of 1 ft. X 1 ft., in the front shrub bed of their Unit.

## 6.30 STRUCTURES

Structures such as storage sheds, animal shelters, basketball hoops and flagpoles are **prohibited**.

## 6.31 SUMP PUMPS

Sump pumps were installed by the Developer in the basements of some Units to facilitate the footer drains for the building. The Owner is responsible for maintenance, repair and replacement of the sump pump.

## 6.32 TOYS

Owners and Residents shall not permit toys, sports equipment, etc. that may disrupt the traffic flow or interfere with the landscaping services for the Common Areas.

Play equipment and/or toys shall be returned to the Owner's garage or interior of their Unit when not in use. Toys shall not be left out overnight.

Playing in the street is **prohibited**.

## 6.33 TRAFFIC RULES

The posted speed limit of 10 MPH shall be obeyed by all Owners, Residents and guests.

All posted traffic signs shall be obeyed by all Owners, Residents and guests.



### **6.34 VEGETABLE GARDENS**

Vegetable gardens are **prohibited** in the Common Areas. Vegetable plants are permitted inside or along the back of the privacy fence behind the Owner's Unit, providing the plants are not conspicuous, overgrown into the Common Area or taller than three (3) feet.

### **6.35 WATER HOSES/OUTSIDE FAUCETS**

Water hoses shall not be left in the grass, hung from the Unit or privacy fence.

After use garden hoses shall be coiled and placed inside the patio, deck or inside of the garage.

As a precaution, Owners and Residents should remember to winterize their outside faucets to prevent the water line from freezing and bursting the pipes. Shutoff valves (handles to turn water on and off) for the patio faucet and/or the garage faucet is located in the ceiling of the basement in most homes. Turn the water off inside your home and turn the exterior faucet(s) on to permit residual water to drain out, thereby cleaning the line of water.

## **SECTION 7 ARCHITECTURAL STANDARDS**

**These Architectural Standards are in place to ensure the uniform appearance of our Development.**

**Owners and Residents shall not modify the exterior of the Units, the garages, the fences or the adjacent grounds without first obtaining PRIOR WRITTEN CONSENT from the Board.**

**The Governing Documents provide more information on the architectural standards for the Development.**

### **7.1 PROCEDURE TO REQUEST BOARD APPROVAL**

1. Owners shall request prior approval for any exterior modifications in writing. Written requests must include supporting detail, photos or diagrams, and work plans.
2. All written requests shall be addressed to the Board and mailed to the Management Company at least forty-five (45) days before the work is planned to commence.
3. The Board will review all requests in a timely manner. The Board will either approve or deny all requests in writing within thirty (30) days. In some cases, additional information may be requested. The Management Company will contact the Owner if additional information is needed.
4. No work can commence without Board approval. If an Owner commences work without Board approval he or she will be subject to a Rule Violation Assessment, and he or she will be required to stop all work and shall be required to return the exterior to its original condition at his own expense.

5. Once approved, the Owner is responsible for securing any necessary building permits and for supervision of the contractors and oversight of the project. The Association assumes no responsibility or liability for the Owner's project.

6. Work must be completed within a reasonable time frame.

7. In the event of any damage to the Common Areas or to any other Owner's Unit, the Owner who is having the work done shall be responsible for all repairs. Such repairs shall be completed within a reasonable time frame.

## **7.2 ALUMINUM SIDING**

The Owner shall maintain the original siding in accordance with Section 8.5.

Owners shall obtain Board approval in accordance with Section 7.1 before replacing any siding.

In the event, that repairs are needed, the Owner shall be required to match the color and style of the original siding.

## **7.3 DECORATIONS**

Nothing shall be hung, or supports attached, to the outside of any Unit or garage.

Radio or television antenna may not be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board.

## **7.4 FRONT DOOR/STORM AND SCREEN DOOR**

Front Doors must be painted in one of the following colors:

- Red Barn
- Gray Bridge
- Yuma Green
- Bar Harbor Blue
- White

The Doors were originally painted using Sherwin Williams paint colors. See Appendix for the paint specifications.

Alternatively, Owners may elect to stain their front door. See Appendix for the stain specifications.

Owners shall obtain Board approval in accordance with Section 7.1 before replacing the front door, including the storm/screen door.

Owners participating in the Cleveland Airport Sound Insulation Program do not need to obtain Board approval prior to replacement of their front door. As a participant in the Program, the Owner will receive an oak door with a choice of wood stain or white paint.

The Owner is responsible for any maintenance or repairs to the front door, storm doors, and screen door, including painting the wood trim around the front door in accordance with Section 8.4.

Storm Doors must meet the following requirements:

- Full glass door (also known as a full light door) with approximately four (4) inch white metal frame surrounding the glass panel;
- Clear Glass only—No frosted glass, etchings, or colored glass allowed;
- Metal Door frame must be white;
- Screen Door panels are permitted;
- White colored metal dog guards are allowed;
- Owners should match the door used by their adjacent neighbors.

Owners must obtain Board approval in accordance with Section 7.1 before replacing any storm doors.

Owners participating in the Cleveland Airport Sound Insulation Program do not need to obtain Board approval prior to replacement of their storm door.

## **7.5 REAR PATIO DOORS**

The Owner shall maintain the original sliding glass patio door, including painting and any repairs to the glass, wood, or screens.

The exterior door shall be painted white only. See Appendix for the paint specifications.

The door shall be full glass, clear glass with no etchings, designs, or colored glass used.

French Doors, as opposed to sliding glass doors, are permitted.

Owners must obtain Board approval in accordance with Section 7.1 before replacing any rear patio doors.

Owners participating in the Cleveland Airport Sound Insulation Program do not need to obtain Board approval prior to replacement of their rear patio door. As a participant in the Program, the Owner will receive an oak sliding glass door with a choice of wood stain or white paint for the interior side of the door. The exterior side of the door must be painted white.

## **7.6 OVERHEAD GARAGE DOORS**

All Owners are required to replace their original wooden overhead garage doors with metal doors in accordance with the following guidelines:

- White color see Appendix for paint specifications
- Raised panel design with wood grain finish
- Windows are **prohibited**

- Key pad entry systems may be installed
- Owners have a choice of the Raynor Prisma Colonial Style Short Panel Door or the Amarr Heritage III Insulated Metal Door with Raised Panel Design. Owners shall match the door used by their adjacent neighbors
- See Appendix for further details

Owners are responsible for the maintenance and repair of their garage door, including cleaning and painting.

## 7.7 HOUSE NUMBERS

Owners are responsible for the maintenance, repair and replacement of the home address numbers in accordance with the following requirements:

- Single digit numbers, installed with small screws or nails.
- The numbers must be made of black metal.
- The size of the address numbers must be four inches in height.
- The numbers should be "italics" or "script" style.
- Address numbers must be installed on the wood trim molding at the side of the overhead garage door. (Side of garage closest to the sidewalk going to the Unit's front door.) The address numbers must be installed one foot down from the top of the side molding trim board.

Name plaques, name plates or personalized address plaques of any type are **prohibited**.

A small address label is attached to the exterior side of every privacy fence behind each Unit. This rear address identification is provided and maintained by the Association. Please notify the Management Company if the rear address label for your home needs repair or replacement.

## 7.8 FIREPLACES

Owners may convert their fireplace to a gas- burning fireplace with PIOR written Board approval. The owner must supervise the installation of the gas line in accordance with all applicable safety requirements. Further the gas line must not be an obstruction to the landscaping service.

The installation of a new fireplace requires PRIOR written Board approval.

Firewood may be stored on the patio or deck so long as it is neatly stacked.  
Firewood must not be stored on the front entrance of the Unit.

Firewood may not be stored in the Common Areas.

## 7.9 WINDOWS

Owners must obtain Board approval in accordance with Section 7.1 before replacing any windows in their Unit.

Owners participating in the Cleveland Airport Sound Insulation Program do not need to obtain Board approval prior to replacement of their windows. As a participant in the Program, the Owner will receive acceptable replacement windows.

The Owner is responsible for any maintenance or repairs to the windows, including painting the wood trim around the windows and repairing any broken mullion bars, and/or screens.

Windows must meet the following architectural standards:

- Double-hung colonial style windows painted white with mullion inserts (also known as colonial bar grills);
- Window air conditioning units are **prohibited**.
- The installation of window fans is **prohibited**.
- The use of plastic liners as added insulation over the exterior of windows is **prohibited**.
- Awnings, canopies, shades, or window guards are **prohibited**.
- Sun screen coatings may not be installed on the exterior panes of glass. If an interior sun screen coating develops bubbles, streaks, etc., that can be seen from the outside, it must be removed.
- Draperies, window shades, blinds or curtains must be hung on all windows. To create a uniform appearance throughout the community, curtains, drapes, shades, vertical or horizontal louvers, blinds, etc. with only a white lining or backing should be used for window treatments. Owners may not use blankets, sheets, etc. as a window covering even on a temporary basis:
- Shutters were installed on some of the homes by the original builders. Replacement shutters, when needed, must be white louvered shutters.
- Some homes have mullion inserts in their garage windows although they are not required.

## 7.10 ROOF

Owners are responsible for the maintenance and repairs to the roof. Similar materials must be used when making any repairs, including replacement of shingles.

An Owner must obtain Board approval in accordance with Section 7.1 if the roof needs to be replaced. Owners of adjacent Units should work together when replacing the roof to ensure a uniform appearance.

Slate, steel and terra cotta roofing materials are **prohibited**.

Ice Guard: Product: W. R. Grace Ice & Water Shield may be installed three feet up from the horizontal gutter line and six feet up any roof valley.

## 7.11 DECKS/PATIOS AND DECK FENCES

Owners must obtain Board approval in accordance with Section 7.1 before installing or replacing a deck or patio.

Owners are responsible for any maintenance or repairs needed to the deck, patio, or enclosed area behind his Unit in accordance with Section 8.6.

The original builders installed the privacy fences behind all of the Units. Owners are responsible for all maintenance and repairs to the fence in accordance with Section 8.6. Owners should work together when cleaning, sealing, and staining the privacy fences to ensure a uniform appearance for each building within the Development. Owners cannot replace the privacy fences without Board approval.

**Patios** must meet the following architectural standards:

- Concrete patios must be poured and remain a natural color;
- The size and location of the patio must remain the same as originally provided;
- The patio must not obstruct the air conditioner and other utility fixtures;
- The patio must be covered under the Owner's insurance policy.
- Owners shall not use the patio as a storage area. Owners and Residents are required to keep patio area clean.
- Landscaping within the privacy fence enclosure must not be allowed to grow above the top of the fence.
- The landscape contractor will not maintain the area enclosed by the Unit Owner's fence.

**Decks** must meet the following architectural standards:

- Decks must be constructed of pressure-treated wood;
- Wooden decks and fences must be cleaned and seal-coated every two (2) years. See Appendix for product specifications;
- The deck shall not extend beyond the sidewalls of the Owner's Unit, including any access steps;
- The deck shall be enclosed by the privacy fence;
- The deck shall not be attached to the Unit in any way;
- The deck shall be covered under the Owner's insurance policy.
- Owners shall not use the deck as a storage area. Owners and Residents are required to keep deck area clean.
- Landscaping within the privacy fence enclosure must not be allowed to grow above the top of the fence.
- The landscape contractor will not maintain the area enclosed by the Unit Owner's fence.

## 7.12 LANDSCAPING

- **Watering:** During the spring/summer/fall seasons, Owners and Residents must water the lawn and the shrubbery adjacent to their Unit. Landscape watering must be done often enough, particularly during the hot dry summer months, to prevent browning, disease and dying of grass. This requirement is designed to save money by preventing expensive landscape repairs and replacements.
- **Flowers:** Annual flowers may be planted in shrub beds adjacent to the front of the Unit WITHOUT PRIOR Board approval. The height and size of the flowers must be consistent with the surrounding shrub bed plantings and must not exceed the height of the concrete entrance porch/stoop. For example Sunflowers are unacceptable.  
Owners and Residents are responsible for watering flowers and maintaining their appearance. The choice of flowers should blend in with the overall appearance of the landscaped areas. Flowers must be maintained by the Owner or Resident in a manner that does not detract from the landscape appearance. Further flowers must not interfere with landscaping of the Common Areas.
- **Front Shrub Beds:** Owners may not install additional shrubbery, remove or replace any existing shrubbery from the shrub bed adjacent to the front of the Unit WITHOUT PRIOR written Board approval. Additional shrubbery must be consistent in height, variety and size to existing plantings. Additional shrubbery cannot encroach upon or cause damage to the Common Areas or any utility service line. For e vines are considered to be an example of an unacceptable planting. The landscape contractor will maintain any additional approved shrubbery planted in the shrub beds adjacent to the front of the Unit. Owners will be required to remove any unapproved shrubs at their own expense.

- **Addition of Shrub/Planting Beds:** Additional shrub/planting beds must have **PRIOR**, written Board approval before they may be installed by the Owner along the side of the Unit. The width of the shrub bed shall not extend beyond two feet (2) from the side of the Unit. The newly constructed shrub bed and shrub bed plantings must be maintained by the Owner in a manner that will not detract from the landscape appearance of our Development. The landscaper will not maintain planting beds installed by the Owner or Resident. Shrub beds installed by the Resident or Owner must be maintained by the Owner and/or any subsequent purchaser of the unit.
- **Shrub Bed Edging Material:** Shrub bed edging material is permitted, but it must be maintained by the Owner or Resident. Rocks, bricks, treated wood timbers and black plastic edging material around their shrub beds may be used. Side-by-side entrances: Owners are encouraged to install the same type of edging material, if desired. Matching shrub bed edging material improves the exterior appearance for adjacent Owners. The use of small plastic fences, white block paver stones or anything that creates significantly different appearance is **prohibited**. Any edging material used must not exceed the height of four inches (4). Puritas Park assumes no responsibility for special care requirements and/or repair responsibilities, all of which remain with the Owner regardless of the cause of damage.
- **Trees:** The planting of a tree must have **PRIOR**, written Board approval. The Owner must submit the proposed type of tree, size and location. The tree variety cannot encroach upon or cause damage to the Unit, Common Area or utility service lines. An example of an unacceptable tree is: Willow. A tree ring must be created and maintained by the Owner and Resident around the base of the tree in an effort to prevent damage from landscaping equipment. The tree ring, if mulched, must be covered with a dark shredded bark mulch to match the mulch used by landscape contractors. Wood chips, gravel type stones, or any other decorative plant bed coverings are prohibited. When planting a tree, the Owner or Resident must be responsible for the upkeep of the tree and for 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 Ohio Utilities Protection Service forty-eight (48) hours before digging.
- **Other Plantings:** Residents desiring to change or add landscape plantings in the area of their Unit must submit written specifications and obtain prior, written Board approval. **Mulch:** Mulch installed by an Owner or Resident must be the dark shredded bark mulch to match the mulch used by landscape contractors. The "orange" or cypress bark mulch is prohibited.
- **Lawn ornaments, yard statuary or other artifacts MAY be displayed in front of a Unit in accordance with the following guidelines:**
  - No more than two (2) lawn ornaments may be displayed in the shrub beds.
  - Lawn ornaments may not be placed in any Common Area.
  - Lawn ornaments may not exceed the height measurement of two feet. These requirements are not intended to reduce individuality. A variety of items in front of multi- unit homes can create a cluttered appearance. Owners and Residents are encouraged to display decorative, personal property items on their patios or decks.

## 7.13 LIGHTING

- The installation of additional lighting requires **PRIOR**, written Board approval in accordance with Section 7.1. Once approved, the Owner is responsible for maintaining the lights and to ensure that the lights do not detract from the appearance of the Development or hinder the safety of the Owners and Residents.

- Landscape lighting is allowed in accordance with the following guidelines: Decorative lighting must not be positioned in such a manner as to create an annoyance to other Owners or Residents. Wiring for decorative lighting must be properly buried into the ground. Decorative lighting cannot be an obstruction for the landscape contractor. For safety purposes, low voltage lighting must be used for decorative illumination. The fixture should be low to the ground and bulb wattage should create a low level of light.
- Security Lighting: Motion detector light fixtures may be installed, centered on the molding trim above the rear patio doors. Motion detector flood light fixtures MAY NOT be installed on the front of the Units or garages.
- Light Fixtures have been installed on each of the Units. Owners are responsible for the Maintenance, repair and/or replacement of all exterior light fixtures. Changes to light fixture style must be submitted to the Board for written approval prior to installation. Replacement fixtures must match the existing fixtures on all of the other attached Units in the building and retain the precedent established by the builder.
- The Front Porch Light Fixture must be maintained by the Owner or Resident. The on/off switch is located inside the Unit. Residents must replace the burned out bulbs. Bulb must be up to 60 watt size and the color must be white. The Association encourages residents to keep porch/entrance lights ON during evening hours.
- The Light Fixture outside the rear sliding glass doors must be maintained by the Owners and Residents. The small globe style fixture, as used by the builder, is the approved fixture for the rear of the units throughout the Property. A motion detector sensor can be installed in this fixture.
- See Appendix for product specifications.

## **SECTION 8 UNIT OWNER MAINTENANCE REQUIREMENTS**

All Owners are required to comply with the exterior maintenance standards and color schemes in accordance with the Governing Documents and as detailed in this Handbook in order to maintain a uniform and attractive Development.

Any repairs or replacements to the exterior portions of the Unit must be done with matching materials in accordance with the Governing Documents and Section 7 of this Handbook.

### **8.1 ROOF**

The Owner is responsible for maintenance, repair and replacement of the roof directly above their Unit and their garage. The style, material, and color of the roof must match the existing roof and conform with the architectural standards set by the builder. See the Appendix for the product specifications.

### **8.2 GUTTERS/DOWNSPOUTS**

The Owner is responsible for maintenance and repair of the gutters and downspouts on their Unit.



Owners must obtain prior Board approval if the gutters and downspouts need to be replaced, or if the Owner wishes to install a leaf guard system over the gutters. See Section 7.1 of this Handbook for details on the procedures to request Board approval.

### **8.3 FIREPLACE/CHIMNEYS**

The Owner is responsible for maintenance and repair of the fireplace and chimney for their Unit

### **8.4 TRIM/PAINTING**

All wood trim surfaces on the Unit are the Owner's responsibility to repair, replace, maintain and paint, as needed. All wood trim must be painted white using the paint specifications designated in the Appendix.

### **8.5 ALUMINUM SIDING CLEANING & REPAIR**

The Owner is responsible for maintenance, repair, and replacement of the siding on their Unit. In order to maintain the appearance and useful life of the siding, Owners should follow these maintenance tips:

- Power washing the siding using pressured water and/or brushing along with a cleaning product designed for aluminum siding for best results. Owners may hire a professional contractor to power wash the siding. Owners of attached Units in a building are encouraged to form a group project.
- Do not attach anything to the siding (i.e. nails, plaques, decorations, etc.)
- Rinse the siding off occasionally with a watering hose.

Badly discolored siding may be refinished by a professional contractor, but the color must match exactly.

If the Owner determines that any portion of the siding needs to be replaced, a written request must be submitted to the Board in accordance with Section 7.1 before any work is commenced.

### **8.6 DECKS/PATIOS/PRIVACY FENCES/STEPS**

Owners are responsible for the maintenance, repair and replacement of the privacy fences and fence enclosures located in the back of each Unit.

Owners are expected to clean and seal coat the fences every two years with the products designated in the Appendix.

Owners are encouraged to contact their immediate neighbors to arrange for the cleaning and seal coating of all the fences in their building at the same time. This can save time and money. It will also ensure that the colors match.

Fence gates, where installed, must be kept closed and maintained in good repair.

Owners are responsible for maintenance of their deck or patio steps.

Steps may be constructed of pressure-treated wood or prefabricated concrete.

The location of the steps must remain the same as originally provided by the developer.

Wood steps must be unpainted, cleaned and sealed every two years.

## **8.7 FRONT PORCHES, RAILINGS, SUPPORT POSTS AND BEAMS AND FRONT STEPS**

Owners are responsible for the maintenance and upkeep of the front porch, including the railing, support post and beam, roof overhang, the step and porch entrance to their Unit. The front entrance step and porch must be constructed of concrete. The concrete front entrance step and porch must remain the natural concrete color. Coverings such as wood pallets or outdoor carpeting are not permitted on the front entrance step and porch. The front entrance step and porch must not be used as a storage area. Porch furniture, plants and doormats are acceptable.

The porch railing, porch and beam are constructed of wood and painted white using the product specified in the Appendix. Owners are responsible for re-painting as needed. Owners are also responsible for maintenance, replacement and repair of the wood, as needed.

The porch roof overhang is constructed out of aluminum with wood trim. Owners are responsible for maintenance, replacement and repair of the aluminum and the wood trim portions as needed.

## **8.8 FLOWER BEDS**

The Association provides shrubs and trees for the benefit of the Development and the enjoyment of all the Owners. However, Owners may plant flowers and appropriate sized shrubs in the flowerbeds adjacent to their Units. Owners are responsible for maintenance of all flowers or shrubs that they plant, including proper watering, pruning, and seasonal clean up.

See Section 7.12 for further information.

## **8.9 LIGHTING**

The installation of additional lighting requires PRIOR, written Board approval in accordance with Section 7.1

Once approved, the Owner is responsible for maintaining the lights and to ensure that the lights do not detract from the appearance of the Development or hinder the safety of the Owners and Residents.

Exterior Light Fixtures have been installed on the front and rear of each of the Units. Owners are responsible for the maintenance, repair and/or replacement of all exterior light fixtures.

## **8.10 PARTY WALLS**

Both Owners sharing a Party Wall will be equally responsible for the maintenance and repair of the common wall.

A Party Wall is the wall dividing the first and second floor of the Unit, the basement wall between Units, the wall between two garages or a fence separating two patio areas.

In accordance with the Governing Documents, a party wall is constructed for the purpose of the support of each Owner's Unit. Repairs are equally shared expenses of the abutting Owners. Any portion of a wall, which is not connected to a party wall, must be repaired at the sole expense of the Owner.

## **8.11 INSURANCE**

Owners are responsible for securing individual insurance policies for their home, personal property, and personal liability.

## **8.12 UTILITIES**

The Owner is responsible for any repairs to their individual utility service lines to their Unit, such as gas lines, water, plumbing, electrical wiring, heating and air conditioning devices, internet, cable, phone.

## **8.13 WIRING**

Installation of wiring for electrical, telephone, air conditioning, machines or the like on the exterior of the Unit requires PRIOR written Board approval in accordance with Section 7.1 of this Handbook. Wires must be installed in a manner so as to make the wiring as inconspicuous as possible.

## **8.14 GARAGES**

Owners are responsible for the maintenance, repair and replacement of their overhead garage door including mechanisms, tracks, springs, cables and locks. Owners are responsible for maintenance of their garage interiors.

## **8.15 MEDALLIONS**

The Owner is responsible for the maintenance, repair and replacement of the medallion.

Medallions are installed on some Units as the decorative vent centered between the garage roof peaks. The wood medallion must be painted the same color as the wood trim. See the Appendix for details.

Alternatively, the Owner may replace the wood medallion with a decorative vinyl vent. With prior Board approval in accordance with Section 7.1.

## **8.16 SKY LIGHTS**

Owners are responsible for maintenance, repair and replacement of the skylights, where installed by the original builder.

Owners must obtain prior Board approval in accordance with Section 7.1 if skylights are to be installed, replaced or removed.

## **8.17 BASEMENTS**

Owners are responsible for the maintenance of their basement.

The basement wall between Units is considered to be a Party Wall as defined in Section 8.10 above. Maintenance and repairs of the Party Wall shall be a shared expense of the adjacent Unit Owners.

Any portion of a basement wall, which is not connected to an adjacent Unit, must be repaired at the sole expense of the Owner.

# **SECTION 9 COMMON AREAS— USE/RESTRICTIONS/RESPONSIBILITIES**

## **9.1 GENERAL INFORMATION**

The Common Areas of our Development include all of the property in our Development except for each individually owned Unit, including the garage, patio/deck, and privacy fences.

The Common Areas are owned and maintained by the Association.

The Association collects Maintenance Assessments from all the Owners to cover the cost of repair, maintenance and improvement of the Common Areas.

Common Areas are for the use and enjoyment of all Owners and Residents. Therefore, all are required to be considerate in their use of the Common Areas. Noise should be kept to a reasonable level especially early in the morning (prior to 7:00 a.m.) and late at night (after 10:00 p.m.).

Each Owner should report the need for any repairs or maintenance of the Common Areas to the Management Company. If an Owner, Resident or guest damages the Common Areas, the responsible Owner will be responsible to pay the cost of any repairs.

In most instances, repairs will be completed within ten (10) working days. However, weather, contractor availability, budget priorities and other factors can affect repair completion dates.

Emergency repairs will be handled as soon as possible.

No furniture or appliances are to be placed permanently on the Common Areas.

Picnic tables, grills, etc. may be used on Common Areas but must be removed from the grass area after use and returned to the Owner's patio or deck area.

Toys, tricycles, portable plastic swimming/wading pools etc. may not be left in Common Area overnight.

Owners must not give work instructions to any service contractor hired by the Association. This includes the landscapers and the snow removal contractors. It is important that only the Management Company or the Board provide instructions to the contractors to ensure that we are receiving the services in accordance with our written contracts. Any questions or concerns regarding service should be directed to the Management Company for review and resolution.

Neither the Association nor the service contractors hired by the Association will be held responsible for the maintenance, repair or replacement of any personal property left in the Common Areas.

Owners and Residents must take care not to leak any motor oil or other mechanical fluids onto the Common Area surfaces. Owners are responsible for clean-up of any vehicle oil or fluids. Owners and Residents are prohibited from repairing their vehicles in the Common Areas.

Littering is prohibited in the Common Areas.

## **9.2 STREETS/ DRIVEWAYS/ PARKING AREAS/SIDEWALKS**

The Association is responsible for maintenance, repair and replacement of the streets, driveways, parking areas, and sidewalks.

Owners should report any damage to the Management Company.

## **9.3 LANDSCAPING**

Landscaping services are contracted by the Association to maintain the appearance of our Development. Services are provided to beautify and maintain the Common Areas as follows:

The present services include:

- Grass Cutting

- **Fertilization:** The contractor will place flags throughout the Development to alert the Owners and Residents when the fertilizer has been applied. It is recommended that Owners and Residents avoid grass areas for approximately twenty-four (24) hours.
- **Mulch:** Mulch is limited to Common Area shrub beds, tree rings and shrub beds adjacent to the front of the unit. An application of mulch will be installed before Memorial Day. When mulching is done, we recommend waiting until the mulch is installed before planting any flowers. This will reduce the possibility of the workers damaging the flowers. Mulching is not done every year. Mulching is dependent upon property needs and budget priorities. Mulch installed by Owners or residents must match the dark, shredded bark mulch used by the landscaper.
- **Weeding:** Common Area shrub beds and shrub beds adjacent to the front of a Unit will be weeded by means of chemical control and/or by hand weeding to maintain a neat appearance.
- **Trimming of Shrubs:** Trimming is limited to common area shrub beds and shrub beds adjacent to the front of the Unit. Shrubs are trimmed in accordance with standard trimming/pruning requirements. Some shrubs should be trimmed at one time of the season, while others must wait until another time of the season. Therefore, this is done on an as-needed basis, totally dependent upon the type of shrub.
- **Spring Clean Up:** Spring clean-up is generally done in April depending on the weather and will include all Common Areas and shrub beds adjacent to the front of the Unit.
- **Fall Clean Up:** Fall clean-up is generally done in October and November depending on the weather and will include the removal of leaves from all Common Areas and shrub beds adjacent to the front of the Unit.

## **9.4 COMMON AREA LIGHTING**

The Association maintains the post lamps located throughout the Development. Owners should report burned out bulbs, or damaged post lamps to the Management Company.

## **9.5 SIGNS**

The Association maintains the front entrance signs, street signs, parking signs, and traffic signs located throughout the Development.

Owners should report damaged signs to the Management Company.

## **9.6 MAILBOXES**

The Association has provided cluster mailboxes located in the Common Areas.

Each Unit has an assigned box number and the Owner has been provided with a set of keys to their individual mailbox.

Boxes are numbered only. No names are used.

In each cluster, there is a secured slot for outgoing mail and there are larger secured boxes for delivery of packages or larger envelopes. The mail carrier will leave the key for the package box in your individual box.

Owners should contact the Management Company if the mailbox or the pedestal is damaged or needs to be repaired. Owners should contact the U.S. Post Office if they lose their keys or if repairs are needed to the lock.

## 9.7 PICNIC TABLES

The Association provides picnic tables in the Common Areas for the use and enjoyment of all Owners and Residents. This is also the location of the Association's summer meeting.

Owners should report any damage to the picnic tables to the Management Company. The Association shall not assume any liability for the owner's use of the picnic tables.

## 9.8 BULLETIN BOARDS

Bulletin Boards have been installed in three (3) locations in the Development to keep Owners and Residents informed of Association business and upcoming events.

Bulletin Boards are located off of Cyclone Drive and off of Puritas Avenue.

Owners should report any damage to the bulletin boards to the Management Company.

## 9.9 SNOW REMOVAL

The Association employs the services of a contractor to plow streets, driveways, and parking areas. Snow accumulations of two (2) inches or more shall be plowed by 6:00AM and by 5:00PM.

If the two (2) inch depth of snow occurs at or near the deadline times, the areas will be plowed as soon as possible thereafter. Severity of the weather will affect this service.

If your automobile is parked on the driveway during snowfall, you must move the automobile before the snowplow contractor arrives if you want your driveway plowed.

The contractor will not plow any portion of the driveway if a vehicle is parked there.

To protect the surface of driveways, parking areas and the environment, the use of salt is limited.

The contractor will provide services as needed due to blowing and drifting snow or the freeze/thaw cycles.

Due to the narrow layout of Puritas Park Drive, Big Met Place and Little Met Place, it is necessary to push and store the snow in the two visitor spots located at the end of each of these streets. Parking is not permitted in these spots when the snow fall is heavy enough to require plowing. **(Please note the permanent signage in place)**

After repeated heavy snowfalls, snow may be stockpiled in guest parking areas throughout the Development. Areas that will be designated for snow stockpiling will be marked by signage. To prevent your vehicle from being plowed in, please refrain from parking in these designated locations.

Report problems to the Management Company. By working together we can survive winter's woes and enjoy winter's beauty. Owners and Residents are requested to cooperate with the contractors.

## **9.10 ASSOCIATION INSURANCE**

A master insurance policy has been obtained annually to cover the Common Areas in our Development. This policy does not cover the individual Owner's Units.

The Board President and/or the Management Company are the only persons permitted to file a claim of loss against the master policy.

# **SECTION 10 TRANSFER, SALE, RENTAL OF UNITS**

## **10.1 RENTAL OF UNITS**

In accordance with the Governing Documents the following restrictions and procedures shall apply to the rental of any Unit:

- The term of the lease must be for a minimum of 90 days.
- A Unit may only be leased to and occupied by one (1) single family.
- One professionally printed "For Rent" sign may be placed inside the second floor window of the Unit. (Homemade signs are prohibited.)
- Exterior "For Rent" signs are prohibited.
- The Owner must provide the Management Company with a copy of the written lease agreement, full name(s) of the tenant(s) and contact information for the non-resident Owner.
- The Owner is responsible for educating the tenant on the Governing Documents and this Handbook. It is suggested that the Owners provide copies of the Governing Documents and the Handbook to their tenants.
- The Owner is responsible for any violations of the Governing Documents or this Handbook if committed by the tenant, including the cost of Rule Violation Assessments.

## **10.2 SALE OF UNITS**

In accordance with the Governing Documents the following restrictions and procedures shall apply to the sale of any Unit:

- One professionally printed "FOR SALE" sign may be placed inside the second floor window of the Unit. Homemade signs are prohibited.
- One "OPEN HOUSE ARROW" sign may be placed on the lawn near the driveway in front of the Unit from Noon to 6:00 PM while the Unit is open for public viewing.
- Exterior "FOR SALE" signs are prohibited anywhere in the Development.



- After a Unit is sold, the real estate agent must contact the Management Company to request the maintenance fee update letter and certificate of insurance for the buyer. The Management Company will coordinate this paperwork with banks, real estate companies, appraisers, and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
- The seller is responsible for providing the Governing Documents and this Handbook to the buyer to facilitate a smooth transition.
- The seller is responsible for providing the mailbox keys and box number to the buyer.
- The Association provides a Welcome Package to new Owners.
- The Management Company will provide an Owner Information Form to be completed by the new owners and submitted to the Management Company.

### 10.3 AMENDMENT FOR SEXUAL PREDATORS

On May 30, 2008, the Declaration of Covenants, Conditions and Restrictions for Puritas Park was amended by vote of the Owners to prohibit a Tier III sexual predator or a habitual sex offender (Tier II) from residing in or occupying any Unit.

## SECTION 11 TYPES OF ASSESSMENTS

### 11.1 ANNUAL MAINTENANCE ASSESSMENTS

The Management Company mails a monthly invoice to each Owner for payment of the maintenance assessments.

Owners may make arrangements to pay the Maintenance Assessments quarterly or annually. The Maintenance Assessment is paid by mailing a check with the invoice to the Management Company. **The check must be made payable to Puritas Park Home Owners' Association.**

Maintenance Assessments are due on the first (1st) day of the month and are considered late if not postmarked by the tenth (10th) day of the month.

An administrative late charge of Twenty-Five Dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance. The Association has the right under the Governing Documents to increase the amount with prior notice to the Owners.

Payments will be applied in the following order:

- (1) Interest and/or administrative late charge FIRST
- (2) Collection costs and attorney fees incurred by the Association SECOND

(3) Principal amounts owed for Maintenance Assessments and Special Assessments THIRD

## **11.2 SPECIAL ASSESSMENTS**

The Association has the authority to charge Owners a Special Assessment for capital improvements or large maintenance projects over and above the budget in accordance with the Governing Documents.

No Special Assessment can be levied by the Association unless at least 75% of the Owners vote to approve it.

## **11.3 RULE VIOLATION ASSESSMENTS**

The Management Company will investigate and review all Rule Violations in accordance with Section 12.

The Board makes the final determination if a Rule Violation has occurred. The Owner has the right to request a hearing before the Board.

Upon notice of a Rule Violation, the Owner will be required to correct the violation within a reasonable time frame. See Section 13 for further information on the enforcement and collection procedures.

If an Owner does not correct the violation within the period of time set forth in the notice, he or she can be assessed a Rule Violation Assessment up to \$50 per occurrence or per day. The Association may also charge back reasonable legal costs, including reasonable attorney fees and court costs.

If an Owner, either by his or her conduct or by the conduct of any Resident or occupant, fails to perform any act that he/she is required to be performed under the Governing Documents, 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 upon such Owner 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.

# **SECTION 12 UNIT OWNER COMPLAINT PROCEDURES**

## **12.1 TALK TO YOUR NEIGHBOR FIRST**

Since we live in a community development, you should attempt to resolve any issue first by talking with your neighbors. Common courtesy and open communications can effectively resolve many issues.

## **12.2 CONTACT MANAGEMENT COMPANY**

In the event, that you are unsuccessful in resolving your issue, or if the matter is of a more serious nature, Owners and Residents are asked to contact the Management Company to file a formal complaint. In most cases, you will be asked to submit your complaint in writing to ensure all the necessary information is documented. Anonymous complaints will not be acted upon. The Management Company will contact the individuals involved. If an Owner is found to have violated a community rule or violated the terms of the governing documents, the matter will be resolved in accordance with the procedures set forth in Section 13 of this Handbook.

## **12.3 WRITTEN REQUEST TO THE BOARD**

Owners may request review by the Board of any issue or complaint. All requests must be submitted to the Management Company in writing prior to the next scheduled Board Meeting. The Board may ask the Owner to attend the meeting in the discretion of the Board. Owners will be notified in writing of the Board's decision by the Management Company.

## **12.4 ANNUAL HOMEOWNERS MEETING/SUMMER MEETING**

These meetings are conducted for the benefit of all Owners. Owners are encouraged to engage in an open discussion with the Board and their neighbors on any issues of concern. The Board provides updates on property maintenance and improvement projects.

# **SECTION 13 ENFORCEMENT PROCEDURES BY THE BOARD**

## **13.1 COLLECTION POLICY**

**All** assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not postmarked by the 10<sup>th</sup> day of the month.

An administrative late charge of \$25 per month shall be incurred for any late payment and on any unpaid balance of the assessment. The Board reserves the right to change the amount of the late charge with notice.

Payments will be applied in the following order:

- (1) Interest and/or administrative late charge **FIRST**
- (2) Collection costs and attorney fees incurred by the Association **SECOND**
- (3) Principal amounts owed for Maintenance Assessments and Special Assessments **THIRD**

Any past due assessments may cause a lien and foreclosure to be filed against the Unit.

Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the balance owed by the delinquent Owner.

If an Owner (either by his or her conduct or by the conduct of any Resident) fails to perform any act that he or she is requested to perform by the Governing Documents or the Association Rules contained in this Handbook, 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.

### **13.2 SUPENSION OF VOTING RIGHTS**

If an Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the voting privileges of the Owner.

The Board shall vote at the next regularly scheduled Board Meeting. A motion shall be made, seconded and passed to suspend the voting rights of the identified Unit Owner.

The Board must then duly notify the Unit Owner(s) affected that their rights have been suspended and will be reinstated only upon payment in full. If a Unit Owner's right to vote is suspended before an annual meeting, then the Board should include a deadline for bringing the Owner's account current so there is time to reinstate the Owner's right to vote prior to the annual meeting. To be reasonable, notice should be sent out at least thirty (30) days before the annual meeting.

Upon verification of payment in full, the Board should send notice to the Unit Owner acknowledging that the right to vote has been reinstated.

### **13.3 ENFORCEMENT PROCEDURE**

The Owner shall be responsible for any violation of the Association Rules or failure to comply with the architectural guidelines or maintenance requirements where the act or omission is committed by the Owner, Resident, tenant, guest or other occupant.

Notwithstanding anything contained in this Handbook, 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.

All costs for extra cleaning and/or repairs stemming from any violation will be added to the responsible Owner's account.

In addition to any other action and in accordance with the procedure outlined below, actual damages and/or a Rule Violation Assessment of up to but not exceeding \$50 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against the responsible Owner.

In the case of a tenant who is in violation, the Owner of the Unit in which said tenant resides, be held liable for the Rule Violation Assessment.

The following procedures will be followed prior to the imposition of a Rule Violation Assessment:

- Written notice(s) will be served upon the alleged responsible Owner specifying: a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment; a description of the property damage or violation; the amount of the proposed charge and or Rule Violation Assessment; and a written 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 the Rule Violation Assessment.
- To request a hearing, the Owner must mail or deliver a written request for a hearing notice, which must be received by the Board not later than the tenth (10<sup>th</sup>) day after receiving the notice required above.
- If an Owner timely requests a hearing, at least seven (7) 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 a hearing shall be waived, and the charge for damages and/or enforcement assessment shall be immediately imposed; and
- At the hearing, the Board and the 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 a Rule Violation Assessment shall become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any Rule Violation Assessment imposed within thirty (30) days of the hearing.
- The Association may file a lien for a Rule Violation Assessment and/or damage charges, which remains unpaid for more than ten (10) days.

## **SECTION 14 HOMEOWNER COMMUNICATIONS**

### **14.1 ANNUAL HOMEOWNER MEETING**

All Owners receive advance notice, at least thirty (30) days, of the Annual Homeowner's Meeting.

The Agenda includes: election of the Board members; presentation of the current year budget; and an Open Discussion period.

All Owners and Residents are encouraged to attend this Meeting.

### **14.2 SUMMER MEETING**

Every summer, the Association conducts an outdoor meeting on the grounds.

Owners and Residents are encouraged to attend this informal meeting to meet and greet their neighbors and to learn from the Board about current events and upcoming projects.

### **14.3 NEWSLETTER**

The Association distributes a newsletter to all Owners and Residents on a periodic basis.

### **14.4 WEBSITE**

The Association maintains a website at [www.puritaspark.com](http://www.puritaspark.com). The website contains contact information for the Board and the Management Company.

The website also contains an electronic copy of this Handbook.

All Owners are encouraged to visit the website and email any suggestions or questions to the Management Company.

### **14.5 BULLETIN BOARDS**

The Association has installed and maintains two (2) bulletin boards to post current information. One is located on Cyclone Drive and the other bulletin board is located off of Puritas Ave.

## **SECTION 15 CLEVELAND AIRPORT SOUND INSULATION PROGRAM**

Owners should consider participating in the Cleveland Airport Sound Insulation Program.

**APPLICATIONS CAN BE OBTAINED FROM THE CLEVELAND SOUND INSTALLATION WEBSITE AT [HTTP://WWW.CLEVELANDSOUND.COM/](http://WWW.CLEVELANDSOUND.COM/).**

## SECTION 16 CONTACT INFORMATION

### 16.1 MANAGEMENT COMPANY

As of January 1, 2011, Lawrence Community Management Group, Inc. is the designated Management Company.

**The Lawrence Community Management Group, Inc.**

1507 Lear Industrial Parkway, Suite 1

Avon, OH 44011

Office Hours: Mon-Fri, 8:30am-5:00pm

Lorain Phone: 440-937-2800

Cleveland Phone: 440-808-5080

Fax: 440-937-2808

Website: [www.lawrencemanagement.com](http://www.lawrencemanagement.com)

Questions about your account: [myaccount@lawrencemanagement.com](mailto:myaccount@lawrencemanagement.com)

All other questions and concerns: [maint@lawrencemanagement.com](mailto:maint@lawrencemanagement.com) or [info@lawrencemanagement.com](mailto:info@lawrencemanagement.com)

### 16.2 BOARD MEMBERS

As of 2014

**President** –Brian Kaufman

**Vice President** –Kim Demczyk

**Treasurer** – Mimi Munn

**Secretary** – Linda Gable

**Trustees** - Lauren McAliley

### 16.3 EMERGENCY

Dial 911 in the event of an emergency

City of Cleveland Police Department (Non-Emergency) 216-621-1234

City of Cleveland Fire Department (Non-Emergency) 216-621-1212

1<sup>st</sup> District Commander's Office 216- 623-5105

Poison Control Center (800) 222-1222

Emergency Medical Service (EMS) 216-623-4545

### 16.4 CITY SERVICES

Our Development is located in Ward 19 of the City of Cleveland

Our Councilman is:

**Martin J. Keane**

601 Lakeside Avenue

Room 220

Last Revised: October 28, 2014

Cleveland, Ohio 44114  
 (216) 664-4239 (phone)  
 (216) 664-3837 fax

Email to: [council19@clevelandcitycouncil.org](mailto:council19@clevelandcitycouncil.org) or  
<http://www.clevelandcitycouncil.org/Home/CouncilMembers/Ward19MartinJKeane/tabid/211/Default.aspx>

**U. S. Post Office** located at 14039 Puritas Avenue.  
 Hours of Operation M-F 8:00 A.M. to 5:00 P.M. and Sat 8:00 A.M. to 2:00 P.M.

**Kamm's Corner Development Corp.** (216) 252-6559

**Gunning Recreation Center** (216) 420-7900

## 16.5 UTILITIES

Owners/Residents are responsible for the payment of their individually metered utilities:

Water Department City of Cleveland Call 216-664-3060 for Emergency Repair  
 Water and Sewer Department: City of Cleveland Call 216-664-3130 for billing

Electric: **Illuminating Company** Call 1-888-544-4877 to report lights out  
 Call 1-800-589-3101 for residential services

Gas: **Dominion East Ohio Company** Call (800) 362-7557 for billing, repair, emergency

Telephone: **A T & T** Call 1-800-572-4545 for residential repair  
 Call 1-800-660-2200 for residential billing

## APPENDIX OF LIGHTING FIXTURES

### Lighting Fixtures

- For Units on Big Met Place ONLY - Specifications for Replacement Fixture:  
 (Builder: AmeriCon) "Jelly Jar" style light fixture located on side wall of garage.  
 Manufacturer: **Light of America - Model 9001 White** plastic backing plate. The  
 fixture has a fluorescent bulb with built-in photo cell. (Can be purchased at Home  
 Depot.)

- For Units on Little Met Place ONLY - Specifications for Replacement Fixture:  
 (Builder: AmeriCon) "Jelly Jar" light fixture located on side wall of garage.  
 Manufacturer: Light of America - Model 9001 White plastic backing plate. The  
 fixture has a fluorescent bulb with built-in photo cell. (Can be purchased at Home Depot.)

- For Units on Cyclone Drive ONLY - Specifications for Replacement Fixture: (Builder: East end of Cyclone  
 Drive: AmeriCon Builder West end of Cyclone Drive: Ryan Homes) East End of Cyclone Drive: "Jelly Jar"





style light fixture located on side wall of garage. Manufacturer: Light of America - Model 9001 White plastic backing plate. The fixture has a fluorescent bulb with built-in photo cell. (Can be purchased at Home Depot.)

- West End of Cyclone Drive: **Hampton Bay 560-293 Gold Wall Lantern Polished Brass (7" W x 23 3/4" H)**



- For Units on Grayton Road ONLY - Specifications for Replacement Fixture:  
(Builder: Ryan Homes) Hampton Bay 560-293 Gold Wall Lantern  
– Polished Brass 7" W x 23 3/4" H (Can be purchased from Home Depot.)
- For Units on Puritas Park Drive ONLY - Specifications for Replacement Fixture:  
(Builder: Ryan Homes) Hampton Bay 560-293 Gold Wall Lantern  
– Polished Brass 7" W x 23 3/4" H (Can be purchased from Home Depot.)

- For Units on Puritas Avenue ONLY - Specifications for Replacement Fixture:  
(Builder: Ryan Homes)

**Hampton Bay 240-348 Wall lantern 6" W x 19 3/4" H**

**Black Cast Aluminum**

**Hampton Bay 240-177 Wall lantern 5 3/8" W x 13 3/4" H**

**Black Cast Aluminum**



**Paint Color for the Trim and Medallion (Building Garage)**

**and**

## APPENDIX OF PAINTING PRODUCTS

Sherwin Williams, Exterior White Gloss Paint must be used for all wood trim on all Units.

### Paint/Stain Color(s) for Front Door

- *Stain for the Front Door*



Minwax #210B Golden Oak Wood Finish. The protective coat to be a Semi-Gloss finish.

- *Paint Colors for the Front Door*
  - Sherwin Williams *Super Paint* or *Resilience*
    - *Red Barn* SW7591
    - *Gray Bridge* SW2132
    - *Yuma Green* SW2090
    - *Bar Harbor* SW2272 (*Blue*)
    - *White* SW7006

The Stain and Paint is available through the Sherwin William Stores.



### Roof Product Specifications

- Manufacturer: ***CertainTeed*** Style: ***25-Year, Dimensional Shingle***
- Use Weathered Wood style for all Units with beige or cream colored siding
- Use Colonial Slate style for all other homes

### Deck Stain



The following product must be used for preservation and to maintain uniform color:  
*DeckScapes® Exterior Waterborne Semi-Transparent Deck Stain – Cedar Bark*  
 SW3511