

ARBOR TRAILS HOMEOWNERS ASSOCIATION

c/o



CHANNELS OF COMMUNICATION

The Board of Directors consists of five (5) individuals who are Homeowners and are elected by their fellow Homeowners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's scheduled meetings, held quarterly, four times per year.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, in writing, email or telephone call. In case of emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that the Board members are not employees and should not be contacted directly on Association-related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and only decide on issues brought to their attention by the Management Company at the scheduled Board meetings.

Again, all Association-related communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

The Board thanks you for your cooperation. Please keep a copy with your Association documents.

Effective January 1, 2014

Arbor Trails Homeowners Association

Pet Rules

The Board has adopted these Pet Rules and will be enforcing them effective 1/1/2017

PETS:

1. All animals are prohibited, except for dogs, cats, or other household pets provided they are not kept, bred or maintained for commercial purposes.
2. All pets must be carried on a hand-held leash no longer than ten (10) feet, must be attended by a responsible person and under the person's control when outside the homeowners Lot.
3. No pet may be tied or leashed to a stationary object such as a stake pole in the front lawn. Pets may be tied in the rear lawn.
4. No pet shall be permitted to roam outside the boundaries of the Owner's Lot.
5. Pet owners are responsible for property damage, injury and any disturbance their pet(s) may cause or inflict.
6. Owners shall not allow pets to defecate within the Common Element (Areas), Rights of Way, Private Streets, or neighbor's Lot(s) without immediate pick up and proper disposal of waste back at the pet owner's home.

These rules & restrictions mirror the City of Macedonia Pet Ordinances and the Restrictions set forth in the Association Declaration (9.1.7 "Pets").

Revised November 7, 2016

Effective January 1, 2017

if Declarant at any time requests, the Association shall unconditionally and for a nominal consideration of Ten Dollars accept a deed to hold title to the Common Elements Declarant chooses to deed over to the Association. The Association shall pay and be responsible for all taxes and assessments levied against portions of the Property owned or leased by the Association including, but not limited to, personal property taxes, real estate taxes, and special assessments.

ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable to the use and occupancy of the Property.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) temporary signs and security signs as set forth in the Design Guidelines; (iv) reasonably sized political signs installed in accordance with the time frames and size limits set forth in



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the Design Guidelines referred to in Section 9.2.1.2, and (v) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

9.1.1. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve employees who do not reside in the Dwelling Unit and does not involve persons coming on to the Lot who do not reside in the Property except by appointment only; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales construction offices by any Builder.

9.1.5. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

9.1.6. Parking; Vehicle Repairs. Except in connection with construction activities, commercial trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours during any thirty (30) day period for the purpose of cleaning, loading or unloading.

9.1.7. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. Owners and



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occupants shall not allow pets to defecate within Common Elements, Rights of Way, Private Roads, or Lots without immediately picking up and properly disposing of such waste.

9.1.8. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.9. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to the Lots.

9.2.1. Plan Approval. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with this Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements by constructed or installed that violate any terms of this Declaration.

9.2.1.1. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist for as long as Declarant owns any portion of the Property including but not limited to Lots and/or Dwelling Units. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.



9.2.1.2. Design Guidelines. The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("**Design Guidelines**"). The Design Guidelines shall be those of the Association, and the Declarant and then the Association, when the Declarant no longer owns any portion of the Property shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner or mortgage holder. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. **There is no requirement that these Guidelines be recorded or rerecorded if amended or modified. Each Builder and Owner is cautioned to request the most current version of the Guidelines prior to undertaking any improvement. The most current version shall be on file with the Declarant and/or the Association, as the case may be.**

9.2.1.3. Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Association.

9.2.1.4. No Liability. Each Owner and Builder is responsible to insure that all construction or any modifications are in compliance with the Declaration and approved plans. If the Developer, its designee, the Association or the Directors have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner or any third party for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.2. Dwelling Type. Except when permitted by Section 9.2.16 and 9.2.1, no building shall be erected, altered, placed or be permitted to remain on any Lot other than one single family dwelling and a garage for at least two cars.

9.2.3. Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in the Design Guidelines.

9.2.4. Roof Requirements. The roof and gables of each Dwelling unit shall be in accordance with the Design Guidelines.



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9.2.5. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plat and as set forth in the City of Macedonia Zoning Ordinance. The Owner and Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

9.2.6. Front Yards and Driveways. Yards shall be landscaped in conformity with the requirements set forth in the Design Guidelines. All driveways shall be paved with concrete, brick or paving stones. Landscaping, driveways and sidewalks must be completed within three (3) months of occupation of the Dwelling Unit, weather permitting.

9.2.7. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and/or vinyl siding in conformity with the requirements of the Design Guidelines. No underground Dwelling Units shall be permitted.

9.2.8. Exterior Siding. Any wooden sheeting materials must have prior approval and conform to the requirements of the Design Guidelines.

9.2.9. Front Storage. No front porch shall be used for the storage of any property except normal porch furniture. No front yard shall be used for storage of any kind of property. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

9.2.10. Radio and Television Antennas. With the exception of one meter maximum size home satellite dishes, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Design Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.2.11. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located and screened in such a manner so as to provide minimum visual impact from other Lots.

9.2.12. Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.



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9.2.13. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

9.2.14. Mailboxes. Mailboxes shall be installed by each Builder and shall be of uniform style and color. If a mailbox needs to be replaced, each Owner, at his or her expense, shall install a matching mailbox/paper box in accordance with specifications as to style and color as installed by the Builder. Cluster mailboxes may be required by the local postal service.

9.2.15. Fences. Perimeter privacy fences are permissible with prior approval and in accordance with the Design Guidelines as set forth in Section 9.2.1.

9.2.16. Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. Barns, storage sheds or other outbuildings must have prior approval in accordance with Section 9.2.1. Such outbuildings must comply with the Design Guidelines. Construction trailers and/or temporary storage sheds shall be permitted only during construction. Above ground and semi-exposed pools are not permitted. Any in-ground pool or spa must be screened with a privacy fence in accordance with Design Guidelines. Play equipment and basketball hoops must comply with Design Guidelines. No outdoor clothes drying apparatus shall be permitted.

9.2.17. Completion. Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

9.2.18. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. Each Owner must fully install a lawn on its Lot within one year of the Lot's purchase. Each Owner and the Association, as the case may be, shall keep and maintain the property owned, leased to or controlled by or in the possession of it, and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the weeding of plant or flower beds, the pruning of trees, shrubbery and grass; the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration, all in a manner and with such frequency as is consistent with good property management. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant and the Association shall have the right to assess the Owner or Builder, as the case may be, for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

9.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction, contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

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9.3.1. Actions. The Board may take any of the following actions.

9.3.1.1. levy a fine against the Owner or Occupant that shall also be an Individual Assessment under Section 7.4.

9.3.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Association, the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard in the same manner as set forth in Article VII. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.


9.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board. The resident Board, Officers and Managing Agent shall be bonded through the Association.

10.2. Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds


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