

HAWSKMOOR ASSOCIATION
GENERAL RULES AND REGULATIONS
AND
ARCHITECTURAL REVIEW COMMITTEE GUIDELINES

THE HAWKSMOOR ASSOCIATION

GENERAL RULES AND REGULATIONS

These Rules and Regulations are to be used with reference to the Hawksmoor Association Covenants and Restrictions.

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SECTION 1

GENERAL PROPERTY USE

1. Land Use – Sites shall be used only for residential purposes, only single-family dwellings are permitted, and no business may be operated from a Property except in compliance with the Declaration. Previously erected structures may not be moved and set upon any Property. Temporary structures may not be used as residences.
2. Vehicles – No recreational vehicle or commercial vehicle, including but not limited to boats, campers, trailers, motorhomes, and trucks in excess of $\frac{3}{4}$ ton, inoperable or derelict vehicles, or vehicles too large to store in owner's garage shall be stored, parked, maintained or constructed on any Lot or street for more than 12 hours. No motorized vehicle or any nature may be parked or stored on any unpaved areas of a Property at any time. No more than two (2) vehicles may be stored outside of Owner's garage on a regular basis.
3. Pets – No animals or fowl shall be raised, kept or permitted on any Lot. Household pets (e.g. dogs and cats) are permitted as long as they (a) do not exceed more than three of each type per Property; and (b) are not bred for commercial purposes. Owners of Properties on which pets reside will wash away all pet urine, and collect and remove all pet feces. Owners shall leash their pets at all times when the pet is outdoors. Owners will reimburse the Association for any damage their pets cause to common areas.
4. Holiday Decorations – Decorations that relate to the Christmas/Hanukkah/New Year period may be displayed no more than four weeks before Dec. 25th and for no more than four (4) weeks after Dec. 25th. Decorations that relate to other cultural holidays, such as Easter, Halloween or Thanksgiving may be displayed for periods beginning two weeks prior to and one week following such holidays. American flags may be displayed at any time.
5. Personal Property – Unaffixed personal property, including but not limited to implements, tools, machinery, bicycles, toys and other such items, may not be allowed to remain in locations that are visible from the street that borders the front of the Property or from a neighbor's property for more than twenty-four (24) hours. Clothelines and other devices or structures designed and customarily used for drying or airing any clothes, towels, blankets, bed linens or other household item shall not be permitted and no such items shall be displayed or placed in or on the yard or on the exterior of any residence for the purpose of drying, airing or curing said items.
6. Vegetable Gardens – Vegetable gardens may only be cultivated and maintained on areas of the Property that are not visible from the street that borders the front of the Property.
7. Signs – Signs may not be placed in public view on any Property.

8. Poles and Antennae –

(a) Exterior poles and towers for radio or television antennae are not permitted.

(b) Flag poles are permitted subject to prior review and approval by the ARC

(c) No satellite dish, antenna or other large exterior communication device shall be permitted on any Sublot without first obtaining approval from the ARC.

9. Exterior Lighting – Type and placement of exterior lighting devices must be approved by the Committee. The main goal is to restrict glare and annoyance to adjacent property owners.

10. Play Sets / Basketball Sets – The location and screening of permanent play sets / basketball sets are subject to approval by the ARC.

11. Vacant Lots – All vacant lots and lots with partially constructed improvements shall be kept clean of construction materials, equipment and other debris such as grass and shrub clippings, that would be unsightly or prevent or hinder mowing.

12. Yard Ornamentation – Excessive yard ornamentation will not be permitted. Items such as figurines, plastic flowers, colored lights, windmills, bird baths and feeders, shall either be screened from public and neighboring view or be approved by the ARC. This section shall not apply to seasonal decorations.

13. Drilling, Mining, Tree Harvesting Etc. – Exploration for any recovery of minerals, oil and gas, timber, sand and gravel or other materials, by any means or method, is prohibited.

14. Garbage – Garbage must be stored in clean, sanitary, undamaged trash can(s) with lid(s) firmly attached at all times and placed within Owner's garage and not visible from the street that borders the front of the Property or from the neighbor's Property, except to make the same available for collection, and, then, only at times reasonably necessary to effect such collection. All rubbish, trash or garbage shall be removed from the Property and shall not be allowed to accumulate thereon. After pick-up, trash cans must be returned to storage location and not left out overnight.

15. Sewer – Individual sewage disposal systems are prohibited.

16. Hunting – Hunting on common areas or common property is prohibited.

17. Nuisance – No Owner shall permit or suffer anything to be done or kept on Owner's Property which shall obstruct or interfere with the rights of other Owners or annoy them by unreasonable noises; nor shall an Owner commit or permit any nuisance on such Owner's Property or commit or suffer any illegal act to be committed thereon.

Each Owner shall comply with all applicable ordinances and statutes, and with requirements of local and state boards of health with respect to the occupancy and use of Property.

18. Fences -Any fence must comply with the C&R's and approved by the ARC.
19. Yard Sale, Garage Sale or ~~House~~/Estate Sale - Any type of yard sale, garage sale or ~~House~~/Estate sale is not permitted.

SECTION 2

PROPERTY MAINTENANCE RULES

1. Siding and Trim – Trim materials that are rotted, split or damaged, and any siding materials that are rotted, crumbling or damaged, must be repaired, or removed and replaced with matching materials, and painted to match the existing colors of the home.
2. Paint – Structures must be repainted if their paint is cracked, faded or peeling to such a degree that the underlying materials are visible from the street, or has dried or oxidized to such a degree that it no longer protects the underlying materials. All exterior colors must be approved by the ARC. Only colors in subdued or neutral tones will be considered, bright or high intensity colors will not be permitted.
3. Doors, Windows, Awnings and Screens – The following items must be repaired or replaced: broken or damaged entry doors, screen doors or storm doors, broken windows, torn screens, torn or damaged awnings.
4. Garage doors – Broken garage doors, and broken sections of garage doors, must be repaired or replaced. Garage doors should remain closed overnight and when not in use by the Owner.
5. Gutters and Downspouts- Gutters and downspouts must be kept clean and in good working condition; bent or damaged gutters must be repaired, or removed and replaced with matching materials.
6. Roofing - Damaged roofing materials must be repaired, or removed and replaced with matching roofing materials.
7. Asphalt & Concrete – Driveways must be repaired or removed and replaced if it exhibits spalling or crumbling surfaces on more than 25% of the total area, or is severely settled or broken.
8. Other Fixed Structures – All other fixed structures visible from any street or from any neighboring property, including but not limited to decks, lattices, patios, retaining walls, weather vanes, hot tubs, skylights, chimney caps, solar panels, basketball sets, attic

vents, exterior lights, landscaping lights, swing sets and other play structures and other approved structures must be kept in good repair and working order, and rotted or broken components of such structures must be repaired or replaced. Mailboxes and Posts must be maintained to original design standards, dimensions and in good repair.

SECTION 3

LOT MAINTENANCE

1. General – Each property must at all times be kept in a clean, sightly and well-maintained condition. No unaffixed personal property, including but not limited to trash, litter, junk, boxes, containers, bottles, cans, implements, tools, machinery, building materials or temporary fencing shall be permitted to remain exposed on any Property so as to be visible from any neighboring Property or the street, except as is necessary during a period of approved construction. Firewood (under 48 inches) must be neatly stored.
2. Lawns – No native grasses are allowed on any portion of any Property. Lawns must be adequately watered and fertilized, and may not be neglected or allowed to die. Lawns may not be allowed to grow to a height of more than four (4) inches, and areas of lawns that border driveways, fences, walls, trees, shrubs or other landscaping features must be trimmed to the same height as the rest of the lawn.
3. Trees, Shrubs and Other Plantings – No trees greater than 5 inches in diameter may be removed without the prior written approval of the ARC. Trees, shrubs and other plantings must be trimmed and maintained, and may not be allowed to become overgrown. The ARC shall have sole power to determine whether any area of a Property is overgrown with trees, shrubs or other plantings. Dead or diseased trees, shrubs or other plantings must be removed.
4. Weeds – Owners must keep all areas of their Property substantially free of weeds and native grasses. The ARC shall have sole power to determine whether any area or a Property is infested with weeds or native grasses.

SECTION 4

ENFORCEMENT POLICIES AND PROCEDURES

1. Power – The Board shall have the power to hear and make decisions regarding violations of these Rules and Regulations pursuant to this Section IV. The Board may determine the outcome of an enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with these Rules and Regulations and to create a safe and harmonious living environment. These enforcement provisions may be in addition to other specific provisions outlined in the Declaration. The Association may choose a legal remedy, or seek assistance from other enforcement authorities, such as police, fire, code enforcement or animal control.

2. Enforcement and Attorney's Fees – The Board may enforce these Rules and Regulations by any means available to the Board, including the levy of fines, suspension of rights or a lawsuit to enforce compliance, and may seek from any violator reimbursement of all attorney's fees and costs incurred by the Association.

3. Initiation of Charges of Violation – The Board may charge an Owner with a Violation of these Rules and Regulations (“Violation”) as a result of information presented by an Owner, or as a result of an inspection of a Property. If information is presented by an Owner, the property will be inspected and the information presented at the next Board meeting, at which time the Board will determine whether the matter is sufficient to issue a Notice to Owner of the Property with a Violation. If the Board determines that the matter is not a Violation, the Board will send the referring Owner a written explanation of its determination. If the Board determines that grounds exist to charge an Owner with a Violation, the Owner will be served with Notice of Violation (“Notice”).

4. Notice. Prior to imposing a charge for damages or an enforcement assessment for a violation of any provision of the Declaration, Bylaws or Rules and Regulations, the board shall give the owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the owner has a right to a hearing before the board to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing;
- (e) A reasonable date by which the owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

5. Hearing. In the event the Owner desires to request a hearing, the owner shall deliver a written notice to the board not later than the tenth day after receiving the notice of enforcement. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board immediately may impose a charge for damages or an enforcement assessment.

- (a) If an owner requests a hearing, at least seven days prior to the hearing the board shall provide the owner with a written notice that includes the date, time, and location of the hearing.
- (b) The board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.
- (c) Within thirty days following a hearing at which the board imposes a charge or assessment, the owners association shall deliver a written notice of the charge or assessment to the owner.
- (d) Any written notice that this section requires shall be delivered to the owner or any occupant of the dwelling unit by personal

delivery, by certified mail, return receipt requested, or by regular mail.

4. Service of Notices of Violation – Upon determination by the Board that grounds exist to charge an Owner with a Violation, the Board shall mail a Notice of Violation to the Owner, first class mail and addressed to the Owner at the address last appearing on the books of the Association. Service shall be deemed delivered and effective upon mailing.

SECTION 5

REMEDIES FOR FAILURE TO PAY ASSESSMENTS

1. All assessments, whether for common expenses, special assessments, enforcements assessments (for violation of the Covenants and Restrictions, Bylaws, Rules and Regulations, including the Architectural Review Committee Guidelines), levied upon an Owner will incur a late penalty equal to 10% of the amount due if not paid within one (1) month of the date when due and payable.
2. All assessments will incur interest charges on a monthly basis at the highest rate permitted by law.
3. Payments made though the US Post Office will be deemed paid on the date of the postmark.
4. All costs of collection, including but not limited to court costs, any returned check charges or bank fees, attorney fees, title fees, and paralegal fees shall be an assessment upon the Lot and collectible in the same manner as an assessment for common expenses.
5. The collection of assessments, fines and other costs is further detailed in the Covenants, Article VIII, Section 8.5 (c) and (d) and in the Bylaws Article VII, Section 6, in which the ability to lien the individual lots for unpaid assessments and to file a foreclosure upon the lots are further set forth.

SECTION 6

PHASE I WATER SYSTEM *(Revised October 2018)*

1. Hawksmoor Association is responsible for assessing all members that are using or will be using the Water System for use and maintenance. The assessments are based on:

-Electricity use directly related to the Water System

- Yearly maintenance and water quality check
- Reserve Fund for future replacement costs

2. Undeveloped lots are responsible for the fair share of all charges except the yearly electrical. This includes, but is not limited to yearly maintenance, water quality checks, the reserve fund assessment and any equipment breakdown not covered by the reserve. A lot is determined developed as soon as building begins, and then the owner is also responsible for the electrical charges that are to be divided equally among the developed lot owners.

3. Only lots on Bramshill Circle are part of the Water System.

4. Lots on Bramshill Circle may choose to opt out as part of the water system. Any Owner choosing to opt out, will be required to provide your own water source, in the form of digging a well on the Owner's Lot. The decision to opt out results in the forfeiture of any future rights for the property to opt back in. A form must be signed and presented to the Board of Trustees for final approval along with a copy of the ARC approval for the proposed well. Upon the Board's final approval, the owner will be released from any future obligations to the water system. Any owner wishing to opt out shall obtain the current form from the Water System Manager. All fees involving disconnection are the responsibility of the member opting out.

5. Any member using the water system that plans to install a pool and/or hot tub, or that has a pool or hot tub installed at the time of the adoption of this rule, must provide an alternate water source for purposes of filling the pool or hot tub. Members who have pools or hot tubs may use the Phase I water system for regular household uses, unless they have opted out as set forth in Paragraph 4 above. Any owner who misuses the Water System to fill a pool or hot tub is subject to enforcement procedures and assessments by the Board.

6. All members using the Water System must be in good standing with the Association in all water assessments.

7. Having a water assessment overdue by 30 days will categorize that Member as not in good standing. Upon reaching 30 days past due, the Owner will receive a notice that the Water System will be disconnected in ten (10) days if the owner does not pay the water assessment. The Member's right to the water system will then be suspended until full payment is made, including all fees involved with the disconnection and reconnection to the Water System..

8. All Members will report any water problems on their property to the Phase I Water System manager and have them repaired no later than 48 hours after the discovery. Any excess electrical usage because of the problem will be the financial responsibility of that Member.

9. Abuse to the Water System by any Member will be brought before the Board of Trustees and may result in that Member losing their rights to the Water System.

SECTION 7

MISCELLANEOUS

1. Failure by the Board to enforce any provision of these Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter.

2. All painting, repairs and other actions required to comply with Section 3 (Property Maintenance Rules) shall be carried out in a manner that complies with the Declaration, Bylaws, and all Rules and Regulations, including the Guidelines, in addition to any necessary ARC approval processes.

3. The foregoing Rules and Regulations are supplementary to all the terms and provisions of the Declaration and Bylaws, and all of the terms and provisions of the Declaration shall remain in full force and effect. In the case of any conflict between the Declaration or Bylaws and these Rules and Regulations, the Declaration and Bylaws shall control.

4. The provisions of these Rules and Regulations shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

5. The use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The captions are inserted only as a matter of convenience and are in no way to be construed to define, limit or otherwise describe the scope of these Rules and Regulations.

THE HAWKSMOOR ASSOCIATION
ARCHITECTURAL REVIEW COMMITTEE
NEW DEVELOPMENT GUIDELINES

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Foreword:

These Development Guidelines (“Guidelines”) have been developed to assist the Owner in the initial planning and building of a home and for alterations to existing homes and Lots in Hawksmoor Subdivision. The purpose of the review process is to ensure the use of the property for attractive residential purposes only; and, additionally, to ensure that each parcel owner has the full benefit and enjoyment of his or her parcel and residence while maintaining aesthetic harmony and the property value of each parcel.

The Owner is ultimately responsible for the performance of the building contractor and sub-contractors and their adherence to these Guidelines. The Guidelines are to be used as a supplement to the Hawksmoor Association Bylaws, Covenants & Restrictions and these Guidelines are subject to change. The governing documents are the Amended Declaration of Covenants and Restrictions for Hawksmoor Subdivision Phase II Bainbridge Township, OHIO (“C&R’s”) And the Amended and Restated Bylaws of the Hawksmoor Association (The “Bylaws”).

Compliance with the C&R’s and Guidelines of Hawksmoor Association, and any approvals by the ARC, does not relieve the Owner, architect and builder from complying with the Building Codes of Bainbridge Township, and Geauga County nor does the approval of or compliance with any item of Bainbridge Township or Geauga County override any restrictions or denials as set forth by the C&R’s, the Bylaws, the ARC or Development Guidelines of the Hawksmoor Association. These Guidelines are part of the Rules and Regulations for this Association that all owners must adhere to. Failure to do so will result in enforcement to ensure compliance and to maintain the quality and harmony of our community.

ARCHITECTURAL REVIEW COMMITTEE DEVELOPMENT GUIDELINES SUMMARY

All newly built, remodeled or altered structures (including additions), or any other construction within The Hawksmoor Association; require an approval from the Hawksmoor Association ARCHITECTURAL REVIEW COMMITTEE ("ARC"), in accordance with the provisions of the Hawksmoor Association Covenants and Restrictions, and Bylaws.

ALL PARCEL OWNERS SHALL CAREFULLY REVIEW THE COVENANTS RESTRICTIONS ("C&R's"), BYLAWS, RULES AND REGULATIONS AND THESE GUIDELINES PRIOR TO BEGINNING THE DESIGN OF THEIR HOME IN ORDER TO ASSURE COMPLIANCE.

PARCEL OWNERS MUST OBTAIN FINAL APPROVAL FROM THE ARC FOR THE DESIGN, PER THE PROCEDURES AS OUTLINED IN THESE GUIDELINES, PRIOR TO APPLYING FOR A BUILDING PERMIT FROM BAINBRIDGE TOWNSHIP & GEAUGA COUNTY. PARCEL OWNERS MUST OBTAIN A BUILDING PERMIT FROM BAINBRIDGE TOWNSHIP PRIOR TO BEGINNING ANY CONSTRUCTION.

These Guidelines provide for Preliminary Design Submittal and Final Design Submittal, as well as General Requirements and Restrictions. The Preliminary Design Submittal allows Owners to receive a "Preliminary Approval" from the ARC before paying for the preparation of costly detailed working drawings. Any necessary changes to the plans can be addressed prior to beginning the final drawings. Final approval by the ARC will be issued only after review of the Final Design after submittal by the Owner. Owners who are confident of their design may make the Final Design their initial submittal.

By submitting their plans to the ARC, Owner, Contractor and all other parties associated with construction activities hereby agree to indemnify the Association, the Trustees, the Association officers, the ARC and membership of each and to defend and hold those same parties harmless from all claims, costs, fees (including court costs and witness and attorney's fees), expenses, loss, damage and liability of any kind, including without limitation, mechanics' or materialmen's liens, which may be asserted against or incurred by the Association, the Trustees, the Association officers, the ARC and members of each, as a result of the construction activities by Owner, Contractor and all other parties associated with construction activities and/or damage by Owner, Contractor, their respective agents, representatives and employees and all other parties associated with construction activities. This indemnity shall survive the final completion of the construction activities on the Owner's Parcel.

None of the ARC, the Trustees, the Association officers, any member thereof, or the Hawksmoor Association Property Owners Association, or their respective successors or assigns, shall be liable for losses, claims, or damages to anyone submitting drawings or specifications to them for approval, or to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any drawings or specifications. Every Owner or other person who submits drawings or specifications to the ARC for approval agrees, by submission of such drawings and specifications, that he will not bring an action or suit against the ARC, the Trustees, the Association officers, the Association or the members thereof, to recover damages. Approval by the ARC, and members thereof, or the Association shall not be deemed to be representation or warranty that the Owner's drawings or specifications or the actual construction of a residence or other improvement comply with applicable governmental ordinances or regulations. It shall be the sole

responsibility of the Owner or other person submitting drawings or specifications to the ARC, or performing any construction, to comply therewith.

REVIEW PROCEDURES:

PREFACE:

All Owners, architects, engineers, designers, builders, contractors, and developers shall have received, read, and understood these Guidelines and agree to comply with them, as applicable, prior to submitting any application for ARC review.

Originality is encouraged and the use of stock designs is discouraged.

Submittals prepared by Owners acting as their own contractor are not recommended. An experienced design professional is preferred.

Submittals must include full completion of required forms. Submittals will not be accepted if, in the judgment of the ARC, the submittals do not meet ARC criteria.

A non-refundable ARC REVIEW FEE, as per **General Information Section**, shall accompany any Application for Approval Review, Form A, and the required submittals.

PRELIMINARY REVIEW

REQUIRED DOCUMENTATION:

APPLICATION FOR APPROVAL REVIEW FORM:

A fully completed, signed and dated Application for Approval Review. Please refer to **Form A**. Select Preliminary box on form.

PLAT PLAN:

- a. This plat plan shall include:
 - Lot Number
 - Owner's name
 - Legal Hawksmoor Subdivision construction address
- b. Show parcel lines and building envelope accurately, including length, angles, and amount of curves at scale: 1/8" equals 1-0' and containing all information for final review.
- c. Show topography contours at one foot intervals, and indicate location of the highest natural elevation within the parcel boundary at scale: 1/8" equals 1-0'.

SITE PLAN:

- a. Show all building(s), walls, decks or patios, pools, spas, hot tubs, water features, driveways, walkways and guest parking.
- b. Identify all trees intended to be removed outside of building zone and indicate how many, what kind, and show location of trees to be replanted.

FLOOR PLAN AT SCALE: ¼ Equals 1-0':

- a. Indicate all walls, columns, openings (including skylights), and any feature or condition that will affect or impact the exterior design of the building.

Show all decks, patios, and garages.

ELEVATION DRAWINGS:

- a. Provide exterior elevations of all sides of proposed buildings at scale: ¼" equals 1-0'.
- b. Indicate maximum height of dwelling relative to the highest natural elevation within the parcel boundaries with all exterior materials clearly indicated.
- c. Show wall sections and details as necessary to interpret the plans, elevations and special features.

CROSS SECTION:

- a. Provide a cross section or profile through the highest point of the structure, and any other significant point, showing finished floor elevations, top of roof elevations, garage floor elevations, and finished deck elevations referenced to the highest natural elevation on the Plan.

ADDITIONAL INFORMATION:

- a. The ARC has the option of requesting additional information that may be necessary to approve a Preliminary Review.
- b. The ARC has the right to reject any proposal of an Owner who has not paid their common assessments to the Association.

NON-BINDING REVIEW RESULTS:

- a. The ARC reserves the right to require changes to plans that were approved in the Preliminary Review process.

PLEASE ALLOW 30 WORKING DAYS FOLLOWING RECEIPT OF YOUR SUBMITTAL FOR PRELIMINARY REVIEW TO RECEIVE COMMENTS FROM THE ARC.

IF FINAL PLANS ARE NOT SUBMITTED WITHIN 6 MONTHS, NEW CONSTRUCTION DEPOSIT OF \$2,000 WILL BE REFUNDED, THEN A NEW APPROVAL PROCESS IS REQUIRED INCLUDING NEW FEES.

FINAL REVIEW

THE FOLLOWING DOCUMENTS ARE REQUIRED FOR A FINAL REVIEW:

a. Site Plan

1. A topographic survey at Scale: 1/8" equals 1-0' or a scale of 1" equals 10-0' and sealed by an Ohio licensed surveyor.
2. Show building envelopes (and property lines) including length, angles and amount of curves at scale 1/8" equals 1-0'.
3. Contours in one foot increments of both the existing and the proposed new finished grades.
4. Direction of drainage with spot finished grade elevations.
5. A drawing of all new proposed vertical and horizontal construction located by dimensions from the property lines.
6. List materials for the driveway, walks, patios, decks and pool decks as indicated.
7. Locations of all adjacent existing conditions including roads, leisure paths, open space, easements, retaining walls.
8. Construction is required to remain within the building envelope. If a minor variance requiring construction outside the envelope is proposed, the locations of all adjacent existing structures and homes shall be identified on the plan.
9. Show the location of the gutters and down spouts, including those on any patio walls.
10. Indicate how mechanical devices will be shielded from view (i.e. heating/cooling system, solar panels, etc.).
11. Show location of electric meter, gas meter, water well, phone, cable TV hookup and sewer connection devices. No water well may be located within 100 feet of a water well on an adjacent property.

b. Floor Plans

1. Scale: 1/4" equals 1-0', fully and accurately dimensioned.
2. Floor plans should include all features, including stairs, patios, decks, porches, columns, garages, entry deck, landings, planters, water features, walls, doors, windows, dashed "broken" lines of roof overhangs, location(s) of access stairs, skylights, and ceiling configurations.
3. Residence Size Requirements. Each Residence constructed upon a Sublot contain no less than three thousand five hundred (3,500) square feet of space utilized by the occupants thereof for living space, exclusive of attics, basements, breezeways, garages, porches, patios, or other enclosed areas not heated for year round living.

c. Roof Plan

May be shown on the Site Plan or separately.

d. Elevation Drawings

Where applicable and unless otherwise shown, the following details for elevation drawings should be provided at a scale of 1/4" equals 1-0':

1. All major facades and all other facades not otherwise visible.

2. Vertical story heights, floor elevations, sill and plate heights, maximum roof height from lowest finished grade, door and window heights dimensioned and existing grades and new finished grades shown.
3. All exterior finish materials indicated by means of symbols, conventions, or notations **must be consistent** on the Plans, Sections, and Details.

e. Wall Sections

Where applicable and unless otherwise shown, the following details should be provided at a minimum scale of 1" equals 1-0'.

1. Wall sections of the main house, garage, and any other wall elements should clearly depict the structural assembly of the house. Sections are usually from the bottom of the footing to the roof rafters including the cornice overhang.
2. Patio Wall Extensions, if applicable - Section from bottom of footing to top of wall.
3. Sections should be fully notated and dimensioned for all components.

f. Details

Where applicable and unless otherwise shown, the following details should be provided at a scale no smaller than 1" equals 1-0':

1. Foundation
2. Cornice and Gable Rakes: Overhang Dimensions, Materials and Dimensions
3. Chimney termination: Dimensions and Material
4. Corner trim: Dimensions and Materials(s)
5. Door and Window trim including head, jamb, and sill: Dimensions and Materials(s)
6. Porch and Deck Framing including posts, columns, railings and stairs
7. Entry and other exterior stairs
8. Columns and Pilasters
9. Lattice detail: Dimensions and Spacing
10. Louver detail

g. Electrical Plan

Where applicable and unless otherwise shown, the following details should be provided at a scale ¼" equals 1-0':

1. All exterior lighting and electrical outlets indicated including wall and post-mounted shall comply with the current National Electric Code as well as all applicable local codes.

h. Landscape Plan (*Revised October 2018*)

The landscape plan must be submitted no later than completion of construction.

1. Must agree with Site Plan/Drainage Plan drainage flow and finished grade contours.
2. Show locations of all existing and replacement trees, shrubs, lawn, ground cover, gravel and other landscape features. Provide square footage description of surfaces covered by ground cover and lawn.
3. Berms, swales and other drainage control features with spot elevations.
4. All trees and shrubs by species and planted sizes.
5. All Landscaping Plans must include the installation of a culvert or other ditch enclosure along the entire length of the lot adjacent to the roadway. The design of the culvert or other ditch enclosure must be submitted to the Geauga County Engineer for approval prior to installation.

6. Landscaping must be implemented and completed within 9 months following receipt of Certificate of Occupancy. If it is not completed, Owner will be subject to a fine. The final ARC inspection shall be made after landscaping is completed and the construction deposit will be returned upon full compliance with these Guidelines.

Final plan approval, once received from the ARC, is good for a six (6) month period, provided no changes are made on the approved plans. If construction does not commence within six (6) months for final ARC approval, re-submittal WILL be required in order to obtain re-approval by the ARC.

ADDITIONS OR ALTERATIONS:

In addition to other submittal requirements, the Site Plan for additions or alterations must be submitted as part of the Final Review and shall clearly indicate the following:

1. A current Site Plan showing the location of the existing structure with the proposed new work clearly indicated, locations of outside corners dimensioned from the property lines, required setback lines shown, and tree removals indicated.
2. Photographs of the existing structure showing the areas of the new work clearly marked.
3. Indicate direction(s) of the photograph(s) on the Site Plan.
4. Floor Plan(s) and elevation at scale $\frac{1}{4}'' = 1'-0''$.
5. Details necessary to define the extent and intent of the proposed work.
6. All new work shall be **clearly** delineated.
7. Indicate any dismantlement (demolition) work required.
8. A copy of the plans must be approved by the ARC prior to the issuance of Building Permits from Bainbridge Township or Geauga County for all projects.

When additions require the removal of existing landscaping, a new landscaping plan must be submitted, which indicates proposed new or relocated plantings in the area of the new work.

SWIMMING POOL SUBMITTAL REQUIREMENTS:

Swimming pools must be in ground. No above ground pools are permitted. Whether it is a new construction or an addition to an existing home, all pools must be located within the setbacks and easements applicable to the property and require a separate building permit by the Bainbridge Township and approval by the ARC. The Site Plan for a swimming pool must be submitted as part of the Final Review and shall include the following:

1. A Site Plan to scale showing, by dimensions, the relation of the pool and pool deck to the property lines, setback lines, and house. Show existing and new finish grade contours, drainage flow, and tree removals.
2. Pool and pool deck dimensions.
3. Elevation (AMSL) of pool deck and finish floor elevation of house.
4. Location(s) of stairs or steps from house to pool deck.
5. Location of all pool equipment.
6. Structural section through pool and deck indicating depths and materials.
7. Barrier fencing (child proof security walls or fencing).
8. Landscape changes and additions.

9. Locations and types of pool and deck lighting.
10. Define other features: spa, waterfall, etc.
11. If the Lot is in Phase I, plans for a well will be required for approval of any plan.

If a pool enclosure is proposed, submit the following details:

- Dimensioned Floor Plan
- Elevation drawings of all exposed sides showing the relation to and interface with the house
- All pertinent details

VARIANCES:

The ARC has the authority to and may occasionally grant certain variances when there is valid justification and where the **variance does not have a negative impact on the adjacent properties or the neighborhood.**

All variances from these Guidelines, which are requested, must be indicated on the Application for Design Review with substantial justification narrative.

If, during a design review, the ARC discovers a variance that has not been requested, the submittal may be disapproved.

The ARC cannot grant a variance to a Covenant, Bylaw or a City of Bainbridge Township & Geauga County Zoning regulation.

No variance can be granted which does not comply with codes, ordinances, rules or regulations of any governing authority. Should any approval by the ARC be in conflict with any code, ordinances, rules or regulations of any governing authority, Owner must notify the ARC and submit corrected plans.

APPEALS:

Should the ARC disapprove any plans and specifications submitted hereunder, then and in such event, the party submitting such plans and specifications shall have the right to appeal that decision to the Board of Trustees of the Association. Such appeal must be submitted to the Board of Trustees in writing within one (1) month after the date of receipt of the decision from the ARC. The Board of Trustees shall, within one (1) month after the date of receipt of the written request for the review, examine the plans and specifications, together with the grounds for disapproval or qualified approval by the Architectural Review Committee and issue its written opinion to the party requesting such appeal. It shall require a majority of the then members of the Board of Trustees to reverse a decision of the ARC, either in whole or in part. Should the actions by the Board of Trustees result in the approval of the plans and specifications, either in and of itself or in conjunction with a prior partial or qualified approval by the ARC, then and in such event, such plans and specifications shall be deemed to have been approved by the Architectural Review Committee.

PROJECT TIME LIMITS:

New Construction Projects with a building permit must begin within six months after the ARC Final Review Approval, after which a new application and appropriate fee will be required. The ARC must be notified of the day when construction begins.

NEW CONSTRUCTION PROJECTS MUST BE COMPLETED WITHIN fifteen (15) months OF THE START OF CONSTRUCTION.

Additions and alterations must be completed within six (6) months of the ARC Final Review Approval.

An Extension of three (3) months may be granted, at the discretion of the ARC, if a written request for extension for reasonable and justifiable cause is made to the ARC at least 30 days prior to the expiration of the fifteen (15) months period in the case of new construction and six (6) month period in the case of additions and alterations.

IF CONSTRUCTION IS NOT COMPLETED WITHIN THE ABOVE TIME LIMITS, A LATE COMPLETION CONSTRUCTION FINE SHALL BE ASSESSED.

For any existing construction projects that are in the build phase at the time of the enactment of these Guidelines shall have six (6) months to complete construction. Failure to complete any such construction shall result in a fine unless an extension is requested in writing for reasonable and justifiable cause is presented to the ARC at least thirty (30) days prior to the expiration of the six (6) months. Thereafter fines may continue to accrue, and a new application, along with plans, and appropriate fee will be required before any construction can reconvene.

REPLACEMENT AFTER DAMAGE OR DESTRUCTION:

a. Single Family Dwelling

In the event of damage or destruction by fire or other casualty to any dwelling, if the Owner of such Single Family Dwelling Unit elects not to repair or rebuild the damaged or destroyed Single Family Dwelling Unit, such Owner shall clear away the debris of any damage to improvements or vegetation and leave such Single Family Dwelling Unit and the Lot upon which it is located in a clean, orderly, safe and visibly appealing condition within one hundred twenty five (125) days of the damage or destruction. Should such Owner elect to repair or rebuild such Lot or Single Family Dwelling Unit or other improvements, such Owner shall repair or rebuild such Lot or dwelling or other improvements to

substantially the same condition as existed prior to the damage or destruction, unless otherwise permitted by the ARC. Such work must be in accordance with all applicable provisions of this section, these Development Guidelines and all applicable zoning, subdivision, building, and other governmental regulations. All such work, repair, or construction shall commence within seventy-five (75) days following such damage or destruction and shall be carried through diligently to conclusion as per ARC regulations and these Development Guidelines.

b. Major Disasters

In the instance of a major disaster affecting multiple properties, defined as the destruction of or major damage to three or more properties caused by fire, wind, flood, erosion or other act of God, the following modified procedures shall apply:

OPTION A:

The Owner may restore the property to its original unimproved condition including the removal of pools, if applicable and the application of ground cover.

OPTION B:

The Owner may restore the property to its condition prior to the damage with no exterior changes. Upon receipt of a written Application stating "NO CHANGES", the ARC will issue an approved letter marked "NO CHANGES."

OPTION C:

The Owner may restore the property with proposed exterior changes and/or additions or changes required by current applicable building codes, ordinances, rules, regulations or guidelines. All applicable ARC review procedures apply as per these Development Guidelines. If any changes to the approved plans involving the exterior of the structure or the site are contemplated during the course of construction, documentation and a request for Design Review must be submitted to the ARC prior to the execution of any changes. If a variance is involved, the variance shall be described and justified on an amended Application for Design Review.

Any non-approved changes or violations discovered during on-site inspections will be considered a violation and may require restoration to the approved plans in addition to any appropriate fines.

GENERAL INFORMATION

Schedule of Fees:

New Home: 3,500 sq. ft. or more

Fee \$2,500.00 (of which \$2,000 shall be refunded to the Owner upon completion of the ARC's final inspection per these Guidelines).

Alteration/Addition/Landscaping*

Estimated Cost \$10,001 or more

Fee \$100.00

* Refers to landscaping that is unrelated to new construction.

- a. The Owner must provide the ARC with a written estimate or bid of the total cost of the project.
- b. These fees are valid as of March 1, 2011, are non-refundable and shall be paid with the application for the ARC review process. The ARC reserves the right to change the amount of the fees from time to time. These fees cover the cost of expenses and outside professional services incurred by the ARC and are in addition to the yearly homeowner association assessments. The ARC reserves the right to charge additional non-refundable fees for the review of complex plans or changes made to plans.

In the event it is determined that additional fees will be required, the ARC shall notify Owner in advance of fees being incurred. In the event any of the fee shall be deducted for violations as set forth herein, the deposit shall be replenished within fifteen (15) days. All checks written for the ARC fees should be made payable to the Hawksmoor Association and submitted to the ARC.

Notification Process and Required Forms

In order to efficiently expedite the review process, the following separate forms will be used by the applicant and the ARC.

- a. Application for Approval Review (**Form A**)

The applicant shall fill out the form and describe the conceptual new home design or alteration/addition, and the start and finish of the construction period, along with the required documentation as outlined in the preliminary and final review sections of these Development Guidelines. The application shall be accompanied by the appropriate non-refundable review fee.

- b. Preliminary and Final Approval (combined) (**Form B**)

The ARC will fill out the form and return to the Owner the signed form checked as preliminary, or final that will allow or disallow the submittal information. The approval form, checked as final, will allow completion of all necessary documentation for Bainbridge Township & Geauga County permitting process.

- c. Regulation Agreement (**Form C**)

The ARC Regulation Agreement acknowledges responsibility of all parties to comply with these Development Guidelines and C&R's and shall be filled in by the Owner and signed by the Owner, and builder and returned to the ARC before final plan approval.

- d. Completion/Compliance (**Form D**)

This form shall be filled out by the ARC after the Owner requests a final completion/compliance inspection by the ARC as a precondition to release all deposits. The ARC and Owner shall sign the form after inspection and approval.

- e. Review Fee Form (**Form E**)

This form shows all funds received and disbursed by the ARC during the approval and construction period, and shall serve as receipt for the Owner. This form shall be filled out by the ARC and the Treasurer of the Hawksmoor Association.

- f. Construction Violations Notice (**Form F**)

This form details the procedures for notifications and fines for the violations listed on the form, which violations relate to construction related damage or noncompliance with these Development Guidelines or C&R's. This form shall be filled out by the ARC and sent to the Owner.

Completion/Compliance Final Inspection:

- a. Owner must contact the ARC to start the final completion/compliance inspection. Prior to the inspection process Owner shall submit, where applicable, a clearly marked "as built" set of drawings. The Bainbridge Township & Geauga County Certificate of Occupancy for new construction, or Inspection Verification for alteration/addition, must be submitted to the ARC before final inspection is scheduled as well as a copy of the **Location Survey** from a licensed Ohio land surveyor.
- b. Any written correspondence stating a requirement of the ARC which has not been complied with shall remain in effect until complied with and until the final completion/compliance inspection is completed.
- c. Any non-approved changes or violations discovered during on-site inspections will be considered a violation and may require restoration to the approved plans in addition to any appropriate fines.

General Requirements and Restrictions:

In addition to the requirements and restrictions listed herein, Owner is reminded to carefully review the C&R's as they pertain to construction and landscaping.

- a. Approval and compliance with the C&R's and these Development Guidelines does not relieve Owner, architect and builder from complying with the Building Code of the Bainbridge Township & Geauga County, nor does the approval or compliance of any item by the Bainbridge Township & Geauga County override any restrictions or denials as set forth by the C&R's, ARC or these Development Guidelines.
- b. Prior to excavation, the dwelling construction site must be surveyed and staked as the Plat Plan indicates and as approved with any trees to be removed inside the building envelope flagged including in driveways and patios. Trees and other vegetation inside or outside the building envelope may not be removed unless prior approval is granted. The ARC must be notified after the site is surveyed and staked for inspection and a copy of the Location Survey report of a licensed surveyor must be submitted to the ARC for verification.
- c. Any trees or bushes that have been cut down must be promptly hauled away. Owner must save all existing trees and bushes whenever possible. Any trees or bushes not approved for removal that are damaged during construction shall be replaced with similar variety and size of plant.
- d. After the required Location Survey has been submitted to the ARC and the final floor elevation has been established (relative to a benchmark), ARC approval of same is necessary prior to pouring any concrete.
- e. Owners shall be held responsible for all builders and subcontractors. All trash and waste materials shall be disposed of properly and timely. All common area, roadways and neighboring properties must be kept clear of building materials, construction equipment, dumpsters, portable toilets, trash and debris at all times. All materials and equipment must be stored on the building envelope. No overnight parking of any equipment or construction materials is permitted on common area or neighboring properties. A waiver of this requirement may be requested from the ARC, in advance and in writing, and may be granted, if, in the opinion of the ARC, justifiable

- cause or undue hardship exists. Under no circumstances will a waiver be granted for trash or debris to be left on any parcel or common area.
- f. Construction site, including the Hawksmoor Association streets, shall be kept clean and neat at all times. Methods to prevent tracking of dirt, mud and other materials from the construction site onto Hawksmoor Association streets or private streets and driveways shall be incorporated at all times. Removal of tracked, dropped, sifted or otherwise deposited material on Hawksmoor Association streets or private streets and driveways shall occur daily or as deemed necessary by the ARC to avoid the occurrence of dust, excessive mud, hazard, or nuisance to the public, which includes vehicles and pedestrians. Water or other substances may be sprinkled on the roadway for the purpose of cleaning or maintaining the roadway. Measures shall be employed at all times to prevent erosion and the entrance of material into the storm drainage system. Provision shall be made to trap and remove material entering the storm drainage system. The storm drainage system includes gutters, ditches, pipes and channels.
 - g. Methods shall be available at all times (such as water or dust palliatives) to maintain the site in a dust free condition, and to prevent airborne dust particles from migrating off-site. Excavation and grading shall be halted when conditions render mitigation methods ineffective.
 - h. Flushing and cleaning of concrete trucks, mixers, etc., shall not be done in such a manner as to allow the migration of water or material outside the building envelope. All such material shall be disposed of properly and not left on-site.
 - i. Trespassing, for any reason, is not permitted on adjoining parcels.
 - j. Culvert size, to be determined by the Geauga County Building Department, must be installed prior to home construction so as to allow drainage flow under driveway, or as required by Bainbridge Township & Geauga County. Any damage to the road or common areas during construction must be repaired by the builder.
 - k. Driveways shall be of a durable hard surface, such as asphalt, brick pavers, concrete or colored concrete.
 - l. Only one construction related sign, no larger than 18" x 24", shall be posted on site. It must include the builder's name and emergency contact number and may include the name of the architect and financial institution funding the project. Plans must be on site.
 - m. Reasonable construction daily starting times and noise levels must be observed. Summer hours, beginning on May 1st, are 7 am to 7 pm, and winter hours, beginning on October 1st, are 8 am to 5 pm. Any work on Sunday and observed major holidays is strictly prohibited. Major holidays are New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas.
 - n. A temporary toilet must be on-site, and regularly maintained during construction.
 - o. Any mailbox installed must be the style and make as already established by the Hawksmoor Association. ARC will not allow any exceptions.
 - p. Consult current Bainbridge Township & Geauga County Building Code requirements for fireplace flues.
 - q. During construction, the parking of vehicles at the site **must not restrict normal traffic flow or block neighbors' access or mailboxes.** Damage to common area due to vehicular parking must be repaired by Owner. Parking on both sides of the roadways will not be permitted. Overnight or long-term parking of construction vehicles is not allowed except that operable construction vehicles may be parked for a reasonable amount of time on the construction site to facilitate construction. Non-compliance is subject to a fine.
 - r. All utility lines and connections within a parcel shall be underground.

Enforcement:

These Development Guidelines may be enforced by the ARC and/or the Association, as provided herein, or in the C&R's.

Construction Violations and Fines:

If any conditions or restrictions of these Development Guidelines are not met by Owner's building contractor, a Construction Violations Form (Form F) will be sent to Owner. The Form details the procedures for notifications and fines for the violations listed on the Form. If an Owner or contractor receives this form, he should review it carefully in order to understand what violations he is being notified of, what assessments he may already be, or may become, responsible for paying, and what he must do within what timeframe.

In all the required timeframes specified in the Form, the ARC may allow extra time if the nature of the violation is such that it is not practical to correct it within the required time and Owner is acting in good faith to correct the violation as quickly as possible.

Most categories of violations have a multi-step procedure for notification of the violation and the timing and amount of any associated assessments. The notices for these categories and their explanatory information as it appears on the form are detailed next, followed by the list of categories to which these notices apply, and finally by additional categories of violations and their associated assessments.

First Violation Notice – The violations noted below must be corrected within seven (7) days of receipt of this *Notice*. Failure to correct the violations within this timeframe will result in an *Assessment Notice for First Violation* that will require the payment of \$500.00 to the Association plus a continuing \$50.00 per day until the violations are corrected. Note, if Owner or contractor has a second violation in the same category below within a 365-day period, the daily assessments will double as detailed below.

Assessment Notice for First Violation – As a result of the fact that Owner or his contractor has not, within the required seven (7) days, corrected the violations brought to Owner's or contractor's attention with *First Violation Notice*, Owner and contractor will be required to pay a \$500.00 assessment plus a continuing \$50.00 per day, calculated from the date of receipt of the *Assessment Notice* (by certified mail, return receipt) until the violations are corrected. In the event the violations are not corrected within seven (7) days of receipt of the *Assessment Notice*, the Association reserves the right to double the assessment under this *Assessment Notice for First Violation* until these conditions are satisfied.

Second Violation Notice – The repeat violations for which Owner has previously received a *First Violation Notice*, involving the same violation category or categories within a 365-day period must be corrected within seven (7) days of receipt of this *Notice*. Failure to correct the violations within this timeframe will result in a *Assessment Notice for Second Violations* that will require the payment of \$1000.00 to the Association plus a continuing \$100.00 per day until the violations are corrected. Note, if Owner or contractor has three or more violations in the same category below within a 365-day period, Owner will not have a seven (7) day grace period to correct the violation and will receive an *Assessment Notice for Third or More Violations* that will require the payment of \$1000.00 to the Association plus a continuing \$100.00 per day until the violations are corrected.

Assessment Notice for Second Violations – In the event Owner or contractors does not, within the required seven (7) days, correct the violations brought to Owner's or contractor's attention with *Second Violation Notice*, Owner or contractor will be required to pay a \$1000.00 assessment plus a continuing \$100.00 per day, calculated from the date of receipt of the *Assessment Notice for Second Violations* (by certified mail, return receipt) until the violations are corrected. In the event the violations

are not corrected within seven (7) days of receipt of the *Assessment Notice for Second Violations*, the Association reserves the right to double the daily assessment under the *Assessment Notice for Second Violations* until these conditions are satisfied.

Assessment Notice for Third or More Violations – As a result of the fact that Owner or contractor has had at least two prior *Violation Notices* on repeat violations within a 365-day period, there will be no grace period to correct such violations and Owner or contractor, as the case may be, will be required to pay a \$1000.00 assessment plus a continuing \$100.00 per day from the date of receipt of the Penalty Notice (by certified mail, return receipt) until the violations are corrected. In the event the violations are not corrected within seven (7) days of receipt of the *Assessment Notice for Third or More Violations*, the Association reserves the right to double the daily assessment under such *Notice* until these conditions are satisfied.

Note that Owner must correct any violations and pay assessments under any *Assessment Notices* to the Association within seven (7) days of Owner's receipt of such *Notice*. In addition to the Association's right to double the appropriate daily assessments in the event these conditions are not met, the Association may deduct such assessments from the Performance Deposit and continue to deduct them until the violations are corrected and all assessments paid, at which time the Performance Deposit will be restored by Owner by an amount equal to the amount of the assessment payment by Owner within fifteen (15) days.

Furthermore, for any violation that is not corrected within seven (7) days of the initial *Notice* for that violation, the Association has the right to contract the required work to be performed and both the cost of the work and the assessment will be charged to Owner and deducted from the Performance Deposit until Owner pays the full amount due to the Association. The Association may also issue a stop work order until the violation is cured. Any assessments that are imposed under these sections that are not covered by the Performance Deposit and that are not paid within seven (7) days by the Owner, shall become an assessment against their lot and can be collected in the same manner as assessments for common expenses.

CATEGORIES OF VIOLATIONS SUBJECT TO THE NOTIFICATION AND ASSESSMENT PROCEDURE SET FORTH ABOVE:

The following list of violations is not a complete list of potential violations and merely contains examples for the types of activities for which a violation notification may be sent. Owner's and their contractors are encouraged to review these Guidelines carefully and to contact a member of the ARC or an Association Trustee with any questions.

1. Construction fencing not properly erected and/or not properly maintained.
2. More than the one (1) allotted 16 foot driveway access to building site.
3. Temporary driveway not properly constructed/maintained including culvert or other.
4. Overnight or long term parking.
5. Dumpster must be used on jobsite and emptied when full.
6. Portable toilet not installed properly.
7. Building materials or equipment outside of building envelope/property boundaries.
8. Mud, dirt, dust, oil or concrete on road, adjacent property or common area.
9. Damaged utility or pavement or adjacent property or common area.
10. Trash or debris must be placed in dumpster daily.
11. Electrical or water hookups to construction site not completed when required.
12. Working hours or days violation.
13. Trespassing on adjoining lots or common area.

14. Uncompleted construction, month 15, if no extension is granted.
15. Uncompleted construction, after month 18, if extension of months 15-18 is granted.
16. Landscaping not completed within 9 months after Certificate of Occupancy is issued.

OTHER CATEGORIES OF VIOLATIONS AND ASSOCIATED ASSESSMENTS:

Failure to Obtain Any Required Approval from the ARC Prior To Commencing Work:

An assessment of up to **\$5,000.00** for failure to obtain any required approval from ARC prior to commencing any work. The amount of the assessment is to be determined by the Board. In addition, upon notice to the Owner, the Association may remove any non-approved improvements and recover the cost of such removal in addition to the assessment.

Construction of Non-Conforming Improvements:

An assessment of up to **\$5,000.00** for construction of non-conforming improvements. The amount of the assessment is to be determined by the Board. In addition, the Association may remove any non-conforming improvements and recover the cost of such removal in addition to the fine.

Failure to Complete Work Within Required Timeframe:

An Assessment of \$1,500.00 per month beginning on the first day following the fifteen (15) month completion time limit. If the ARC approves a 3-month extension as per **PROJECT TIME LIMITS**, then the \$1,500.00 assessment shall begin on the first day following the 3-month extension. Thereafter the assessment shall increase in \$500.00 increments on the same date of each succeeding month until the project is completed. For example, if a project was required to be done under the fifteen (15) month requirement on August 5th and no extension was granted, a \$1,500.00 assessment would be due on August 6th. If the project was still not complete on September 6th, an additional \$2,000.00 assessment would be due, followed by a \$2,500.00 assessment on October 6th, and so on, with the monthly assessment continuing to increase by \$500 per month until the project is complete or until the assessment reaches \$3,000 per month. If the assessment reaches that point it will continue on a monthly basis thereafter until the project is completed.

The Form will be signed by a member of the ARC and by a Board representative. All violations that encompass an assessment must be paid within seven (7) days of receipt of the violation notice. Additional provisions are noted above. All assessments must be payable to the Association, and must reference the parcel number on the check. An Owner has the right to appeal the violations. Any appeal must be made in writing to Trustees and mailed to Hawksmoor Association at **PO BOX 594, Chagrin Falls, OH 44022** with a copy to the ARC within five (5) days of the date of the Notice of the violation. If an appeal to the Board of Trustees is timely made, then the imposition of any assessments as set forth herein shall be held in abeyance pending the decision of the Board of Trustees.

ADDITIONAL NOTES

Owners are advised to review their contract with their builder and to include provisions within the contract that require the builder to reimburse them for any assessment imposed by the ASSOCIATION for noncompliance with the C&R's and these development guidelines.

OWNER SHOULD ALLOW 30 WORKING DAYS FOLLOWING THE RECEIPT OF ALL SUBMITTALS FOR APPROVAL TO RECEIVE ANY ARC COMMENTS. TWO COPIES OF ALL SUBMITTALS ARE REQUIRED.

OWNER, PRIOR TO CONSTRUCTION OR INSTALLATION, MUST RECEIVE THE APPROVAL BY THE ARC OF ANY CHANGES OR ADDITIONS TO FINAL WORKING DRAWINGS, SUCH AS CHANGE OF EXTERIOR COLORS OR ROOFING MATERIALS.

ALL CONTRACTORS AND WORKMEN MUST COMPLY WITH THE Bainbridge Township & Geauga County'S DUST, MUD AND NOISE CONTROL REQUIREMENTS in addition to these Guidelines and the Declaration.

AMENDMENTS, VARIANCES

The Trustees may from time to time in its sole discretion amend, repeal, or augment these Development Guidelines as it deems appropriate. It is the responsibility of each Owner and/or builder to obtain and adhere to the stipulations of the most recent copy of these Development Guidelines.

These Development Guidelines are the basis of the ARC process. They will be administered on a case-by-case basis in order to encourage individuality while at the same time guiding the overall direction. The Trustees and the ARC retain the right to grant variances from these Development Guidelines as determined appropriate in their sole discretion, provided any such variance does not negatively impact the community and the general plan, and overall aesthetic for the development. Any such variances granted by ARC or the Trustees shall not constitute a waiver of the right of the Association to enforce any provision of these Development Guidelines as to any other construction project. The approval by ARC of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. ARC's interpretations may change as committee members and local customs change, and ARC may disapprove new applications for items previously approved.

Appendix:

Forms List (A)-(F):

Application for Approval Review (**Form A**)

Preliminary and Final Approval (combined) (**Form B**)

Regulation Agreement (**Form C**)

Completion/Compliance (**Form D**)

ARC Review Fee and Construction Bond and Performance Deposit Form (**Form E**)

Construction Violations Notice (**Form F**)

Application for Approval Review Form A

When an owner wishes to construct a new home, swimming pool (water features) or to alter/remodel an existing home, or to add landscaping, this application shall be filled out completely by the homeowner and submitted to the Hawksmoor Association Architectural Review Committee. This will provide the ARC with the information necessary to review the proposed construction for compliance in accordance with the Hawksmoor Association Bylaws, Covenants and Restrictions and ARC Guidelines.

New Construction: Alteration/Addition:	Square Footage of Home:
Landscaping:	Square Footage of Garage:
Swimming Pool (Water Features)	Preliminary: Final:
Construction Site Address:	
Lot Number:	
Property Owner Name:	
E-Mail Address:	
Phone Number:	
Street Address:	
City, State, Zip	
Architect/Designer Name:	Phone Number:
E-Mail Address:	Street Address:
	City, State, Zip:
Contractor/Builder Name:	Phone Number:
E-Mail Address:	Street Address:
	City, State, Zip:

Please give a short narrative of the home layout, any water features, including a description of the proposed landscaping:

List all pages of the plans/specifications. Two copies of each plan are required:

Printed Name Builder:
Signature:
Date:

Printed Name Homeowner:
Signature:
Date:

Along with this application, I have attached the Architectural Review Fee made payable to the Hawksmoor Association.

To be filled out by ARC:
ARC Review Fee Check #:
Date Received by ARC:

Preliminary and Final Approval Form Form B

This form provides for preliminary and/or final approval after submittal of plans to the ARC for new home construction, swimming pool (water features) alterations, remodeling and landscaping. This form provides for approval only from the Hawksmoor ARC as to design and compatibility as per ARC Development Guidelines and does not constitute approval required of Bainbridge Township and or Geauga County to start construction. Prior to excavation, the dwelling construction site must be surveyed and staked as the Plat Plan indicates and as approved with any trees to be removed inside the building envelope flagged including in driveways and patios. Trees and other vegetation inside or outside the building envelope may not be removed unless prior approval is granted. The ARC must be notified after the site is surveyed and staked for inspection.

To be filled out by ARC:
Construction Site Address:
Assessor's Parcel Number:
Lot Number:
Property Owner Name:

E-Mail Address:
Phone Number:
Street Address:
City, State, Zip
Date Received:

A. Preliminary Approval of the Home Design Plans:

Approved:
Reason/Comments:

Disapproved:

B. Final Approval of the Home Design Plans:

Approved:
Reason/Comments:

Disapproved:

C. Final Approval of Exterior Color, Trim Color and Roofing Material. (Note: Any change of color during the construction period must be resubmitted to the ARC for final approval.)

Approved:
Reason/Comments:

Disapproved:

D. Preliminary Approval of Alterations/Remodeling and Landscaping Plans:

Approved:
Reason/Comments:

Disapproved:

E. Final Approval of Alterations/Remodeling and Landscaping Plans:

Approved:
Reason/Comments:

Disapproved:

Architectural Review Committee:

By: _____ Date: _____
 By: _____ Date: _____
 By: _____ Date: _____

CC: Hawksmoor Trustees

Regulation Agreement Form

Form C

Date:
Owner's Name:
Parcel Number:
E-Mail Address:

Street Address:
City, State, Zip:
Residential Telephone:
Work Telephone:

The Owner assumes complete responsibility to assure the ARC that the Architect or Designer and Contractors/Subcontractors shall adhere to the Hawksmoor Association Bylaws, Covenants & Restrictions and Development Guidelines.

The Owner hereby grants access to Lot # _____ to the ARC representatives prior and during construction and installation of landscaping in order to verify that all construction and landscaping conforms to the plans as approved by the ARC. If in the course of construction, any changes are made to the approved construction or landscaping plans, the ARC must be notified in writing of the changes, and approval must be obtained from the ARC, before the changes are made.

To avoid any potential misunderstanding or conflict during the construction process, the Hawksmoor Association Architectural Review Committee requires this Agreement to be signed by all parties as listed below.

We have read the Hawksmoor Association Bylaws, C&R's and Development Guidelines, and by signing below agree to comply with them and the required inspections during the construction process.

Printed Name of Owner:

Signature of Owner:

Printed Name of Builder

Signature of Builder:

Completion/Compliance Form Form D

This form is to be filled out by the ARC after the Homeowner has completed all items and requested a final completion/compliance inspection that is a pre-condition to releasing any construction deposit as outlined in the ARC New Development Guidelines. In the event of disapproval, a new inspection shall be scheduled no later than 30 days after the initial inspection.

LOT #	Parcel #	Date of Inspection by the ARC:
a) Dwelling Completed? Yes No		
b) Landscape Plan Completed? Yes No		
c) Water Features Completed? Yes No N/A		
d) Damage Detected on Common Area or Adjacent Lot? Yes No		
e) Approved? Yes No		

Comments:

Architectural review committee signatures:

By: _____ Date: _____
By: _____ Date: _____

HOMEOWNERS SIGNATURES:

By: _____ Date: _____
By: _____ Date: _____

ARC Review Fee and Deposit Form Form E

This form shows all funds received and disbursed by the ARC during the approval and construction period, and shall serve as a receipt for the homeowner. This form shall be filled out by the ARC and the Treasurer of the Hawksmoor Association.

Owner's Name:
Lot #:
ARC Non-Refundable Review Fee Amount \$:
Date Received:
Check Number:
Date of Deposit:
Owner's Construction Deposit Amount
Date Received:
Date of Deposit:
Amount \$:
Date Received:
Date of Deposit:

RETURN OF CONSTRUCTION DEPOSIT:
Amount Withheld \$:
Date:

Date:
Treasurer, Printed Name:
Signature:
Date:
ARC Printed Name:
Signature:
Date:

Construction Violations Notice Form F

Notice Number:
Lot Number:
Date:
Street Address:
Owner:
Contractor/Builder:

Directly following are the procedures for notifications and assessments for the violations listed below under "Categories of Violations Subject to the Notification and Assessment Procedure Above." Following such section is an additional section of violations, Other Categories of Violations and Associated Assessments. Please review this notice to understand what violations you are being notified of, what assessments you may already be or may become responsible for paying, and what you must do within what timeframe. In all the required timeframes specified herein, the ARC may allow extra time if the nature of the violation is such that it is not practical to correct it within the required time and the Owner is acting in good faith to correct the violation as quickly as possible.

First Violation Notice:

The violations noted below must be corrected within seven (7) days of receipt of this *Notice*. Failure to correct the violations within this timeframe will result in an *Assessment Notice for First Violation* that will require the payment of \$500.00 to the Association plus a continuing \$50.00 per day until the violations are corrected. Note: If Owner has a second violation in the same category below within a 365-day period, the assessments will double as detailed below.

Description of the Violation:

In Violation of (Cite the specific section of the Declaration and/or Guidelines):

Time and Place of Violation:

Assessment Notice for First Violation:

Assessment Notice for First Violation – As a result of the fact that Owner has not, within the required seven (7) days, corrected the violations brought to Owner's attention with *First Violation Notice* # ____, dated _____, Owner is now required to pay a \$500.00 assessment plus a continuing \$50.00 per day, calculated from the date of receipt of this Assessment Notice (by certified mail, return receipt) until the violations are corrected. In the event the violations are not corrected within seven (7) days of receipt of this *Assessment Notice*, the Association reserves the right to double the daily assessment under this *Assessment Notice for First Violation* until these conditions are satisfied.

Second Violation Notice:

The repeat violations (for which you have previously received *First Violation Notice* # ____, dated _____, involving the same violation category or categories within a 365-day period) must be corrected within seven (7) days of receipt of this *Notice*. Failure to correct the violations within this timeframe will result in an *Assessment Notice for Second Violations* that will require the payment of \$1000.00 to the Association plus a continuing \$100.00 per day assessment until the violations are corrected. Note: if Owner has three or more violations in the same category below within a 365-day period, Owner will not have a seven (7) day grace period to correct the violation and will immediately receive an *Assessment Notice for Third or More Violations* that will require the payment of \$1000.00 to the Association plus a continuing \$100.00 per day until the violations are corrected.

Assessment Notice for Second Violations:

As a result of the fact that Owner has not, within the required seven (7) days, corrected the violations brought to Owner's attention with *Second Violation Notice* # , dated , Owner is now required to pay a \$1000.00 assessment plus a continuing \$100.00 per day, calculated from the date of receipt of this *Assessment Notice* (by certified mail, return receipt) until the violations are corrected. In the event the violations are not corrected within seven (7) days of receipt of the *Assessment Notice for Second Violations*, the Association reserves the right to double the daily assessment under the *Assessment Notice for Second Violations* until these conditions are satisfied.

Assessment Notice for Third or More Violations:

As a result of the fact that Owner has had at least two prior *Violation Notices* on the repeat violations noted below within a 365-day period (*First Violation Notice* # __ , dated _____ and *Second Violation Notice* # __ , dated _____), there will be no grace period to correct such violations and Owner will now be required to pay a \$1000.00 assessment plus a continuing \$100.00 per day from the date of receipt of this *Assessment Notice* (by certified mail, return receipt) until the violations are corrected . In the event the violations are not corrected and all assessments paid within seven (7) days of receipt of the *Assessment Notice for Third or More Violations*, the Association reserves the right to double the daily assessment under such *Notice* until these conditions are satisfied.

Note that the Owner must correct any violations and pay assessments under any *Assessment Notices* to the Association within seven (7) days of the Owner's receipt of such *Notice*. In addition to the Association's right to double the appropriate daily assessments in the event these conditions are not met, the Association may deduct such assessments from the Performance Deposit and continue to deduct them until the violations are corrected and all assessments paid, at which time the Performance Deposit will be restored by Owner by an amount equal to the amount of the assessment payment by Owner. Furthermore, for any violation that is not corrected within seven (7) days of the initial *Notice* for that violation, the Association has the right to contract the required work to be performed and both the cost of the work and the assessment will be charged to Owner and deducted from the Performance Deposit until Owner pays the full amount due to the Association. The Association may also issue a stop work order until the violation is cured. Any assessments that are imposed that are not covered by the Performance Deposit and that are not paid within seven (7) days by the Owner, shall become an assessment against the Owner's lot and can be collected in the same manner as assessments for common expenses.

CATEGORIES OF VIOLATIONS SUBJECT TO THE NOTIFICATION AND ASSESSMENT PROCEDURE SET FORTH ABOVE (Categories check-marked are in violation.)

1. Construction fencing not properly erected and/or not properly maintained.				
2. More than the one (1) allotted 16 foot driveway access to building site.				
3. Temporary driveway not properly constructed/maintained including culvert, ABC, Other.				
4. Overnight long-term parking.				
5. Dumpster not on job site or not installed in proper location or not emptied when full.				
6. Portable toilet not installed in approved location.				
7. Building materials or equipment outside of building envelope/property boundaries				
8. Mud, dirt, dust, oil or concrete on road, adjacent property or common area.				
9. Damaged utility or pavement/sidewalk or adjacent property or common area.				

10. Trash or debris not removed from lot daily.
11. Working hours or days violation.
12. Parking that blocks flow of traffic or parking on both sides of street.
13. Trespassing on adjoining lots or common area.
14. Uncompleted construction, month 15, if no extension is granted.
15. Uncompleted construction, after month 18, if extension of months 16 -18 is granted.
16. Landscaping not completed within 9 months after Certificate of Occupancy is issued.
17. Other.

OTHER CATEGORIES OF VIOLATIONS AND ASSOCIATED PENALTIES:

Damage Or Change To Association Drainage System:

An assessment of up to \$2,500.00 plus the cost of restoration under direction of licensed civil engineer for damage or change to Association drainage system. If not completed in 30 days after notice to Owner of the violation, there will also be a daily assessment for each day after such 30 days until the violation is corrected.

Failure To Obtain Any Required Approval From The ARC Prior To Commencing Work:

An assessment of up to \$5,000.00 for failure to obtain any required approval from ARC prior to commencing any work. The amount of the assessment is to be determined by the Board. In addition, the Association may remove any non-approved improvements and recover the cost of such removal in addition to the assessment.

Construction Of Non-Conforming Improvements:

An assessment of up to \$5,000.00 for construction of non-conforming improvements. The amount of the assessment is to be determined by the Board. In addition, the Association may remove any non-conforming improvements and recover the cost of such removal in addition to the assessment.

Failure To Complete Work Within Required Timeframe:

An assessment of \$1,500.00 beginning on the first day following the 15-month completion time limit. If the ARC approves a 3-month extension as per **PROJECT TIME LIMITS**, then the \$1,500.00 assessment shall begin on the first day following the 3-month extension. Thereafter, the assessment shall increase in \$500.00 increments on the same date of each succeeding month until the project is completed. For example if a project was required to be done under the 15-month requirement on August 5th and no extension was granted, a \$1,500.00 assessment would be due on August 6th. If the project was still not complete on September 6th, an additional \$2,000.00 assessment would be due, followed by a \$2,500.00 assessment on October 6th, and so on, with the monthly assessment continuing to increase by \$500 per month until the project is complete or until the assessment reaches \$3,000 per month. If the assessment reaches that point, it will continue on a monthly basis thereafter until the project is completed.

Comments:

Signature:

Signature:

Printed Name:

Printed Name:

ARC Representative

All violations that encompass a monetary assessment must be paid within seven (7) days of receipt of the violations. Additional provisions are noted above. All assessments must be payable to HAWKSMOOR ASSOCIATION, and must reference the lot number and parcel number on the check. You have the right to appeal the violations. Any appeal must be made in writing to HAWKSMOOR ASSOCIATION Board of Trustees and mailed to:

**Hawksmoor Association, Inc.
PO Box 594
Chagrin Falls, Ohio 44022**

In the event the Owner fails to notify the Trustees, in writing, within five (5) days of the date of the related Assessment Notice of the Owner's exercise of such appeal right, the Owner shall be deemed to have waived such appeal right. If an appeal to the Board of Trustees is timely made, the imposition of any assessments as set forth herein shall be held in abeyance pending the decision of the Board.