



Homeowners Association



Handbook of Information and Rules

Summit Highlands II Homeowners Association

KareCondo Management

P.O. Box 1714

Stow, Ohio 44224

Phone: (330) 688-4900

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Date Updated: December 1, 2020

Date Effective: January 1, 2021

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Introduction

Dear Homeowner:

We are a community of 59 detached cluster homes living in close proximity. On behalf of the Homeowners Association and its Board of Trustees, we welcome you and hope you enjoy living in this great community.

This handbook is provided in order to maintain Summit Highlands II as a desirable and attractive community. It is derived from and consistent with the Declaration and Bylaws filed with Summit County. These rules take into consideration the safety, comfort and property rights of all owners and residents. Expectations are that homeowners will cooperate and abide by these rules.

The Board of Trustees, along with our property management company, is given authority to officially announce and enforce these rules by the Declaration, (Article XI, Section 5) and the Bylaws, (Article III, Subset C, Section 15, Items a-l). This booklet is intended to supplement, not replace the Declaration Of Covenants and Bylaws. Therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded document, the Declaration and Bylaws shall govern.

We ask that you familiarize yourself with these rules, keep them handy and refer to them when necessary. If something should arise that is not covered by these rules, please do not hesitate to contact the property management company during normal business hours.

At any time please submit your questions, comments or ideas to:

Kare Condominium Management Company, Inc.
Attn.: Summit Highlands II Property Manager
P.O. Box 1714
Stow, Ohio 44224

Phone: (330) 688-4900 Fax (330) 688-4932
Website: KareCondo.com

Sincerely,
Board of Trustees
Summit Highlands II Homeowners Association

CHANNELS OF COMMUNICATION

The Board of Trustees consists of five individuals who are Owners or spouses of Owners, and are elected by their fellow Owners. Board members serve without compensation and are responsible for making the decisions affecting our Association Property. Decisions concerning the Association Property are made during the Board's regular meetings scheduled for the third Monday of every other month beginning in January. Meetings are held at 6PM in the Spring Hill Drive Recreation Center. These are open meetings and residents are encouraged to attend. Residents will be notified of any changes in the Board meeting schedule or location through email and/or bulletin board postings.

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

The Board requests and appreciates your cooperation in respecting that 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 can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications should be directed through the Management Company to assure that your concerns and questions are properly addressed and answered. Any maintenance for which the Association is responsible, performed by a vendor on behalf of an Owner at the Owner's expense or request, will not be reimbursed unless prior approval has been granted. Owners must contact the Management Company using proper channels and get approval of Management prior to commencing work for which the Association is responsible.

Monthly Association Fees

1. As a homeowner you have agreed to pay a monthly association fee to the Summit Highlands II Homeowners Association. The fee may change yearly to conform with the budget. Payments are due on or before the first of each month.
2. The management company accepts many different forms of payment. You can choose a lockbox service where you mail the monthly check, an automatic recurring debit from your checking account, online payment services provided by your bank or an electronic check.
3. Currently the management company provides a number of options for you to make your payment. **Contact them directly to make the arrangement that you prefer.** Non-payment will initiate the collection policy and procedure enacted on October 19, 2020.
4. Please contact the management company if you have a question about your individual monthly association fee. Their contact information can be found on page 1 of this book.

Collection Policy

1. All assessments are due on the 1st day of the month and are considered late if not received within 30 days (“the late date”).
\$15.00 effective 5/1/2021
2. After the late date, an administrative late charge of ~~\$25.00~~ per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
3. The Association will apply any payments in the following order:
 - A. Interest owed to the Association;
 - B. Administrative late fees owed to the Association;
 - C. Collection costs, attorney’s fees and paralegal fees the owners Association incurred in collecting the assessment; and, finally,
 - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.

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Date Updated: April 1, 2021

~~Date Updated: December 1, 2020~~

Date Effective: January 1, 2021

4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports and court costs, will be charged back to the account.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, under take such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. If any owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of amenities, or the ability to apply for architectural approval.

Insurance

1. The Summit Highlands II Homeowners Association does not insure the homes within the development. The Association carries liability insurance on the common grounds only.
2. Each unit owner is required to purchase at his/her own expense, all-risk casualty insurance on the unit and lot. This insurance shall be in the amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.
3. Unit owners may be asked to provide a copy of their homeowner's insurance declarations page at the request of the board of trustees or the management company.

Architectural Committee Rules and Regulations

In order to create uniformity, preserve the integrity and establish common guidelines and standards for improvement projects within Summit Highlands II, the following rules apply to all external projects.

1. A written request with supporting detailed information and drawings for any type of modification, installation, or addition to the exterior of a unit must be submitted to the Architectural Control Committee. Written approval must be obtained from them prior to the initiation of any exterior project. Failure to receive prior written approval may result in the removal of an unapproved item at the homeowner's expense.
2. Approval by the ACC for exterior structures does not replace the need for a building permit from the City of Macedonia.
3. Replacement of garage doors, windows, entrance door(s) and roofs must have prior written approval from the Architectural Control Committee.
4. Storm/Screen doors must be full-view clear glass with no decorative trim and must match the color of the entrance door. The door style and frame color must be approved by the Architectural Control Committee.
5. Changing the grade of any portion of the Summit Highlands II area is prohibited without the prior written approval of the Architectural Control Committee.
6. The installation of any window air conditioning unit is prohibited.
7. Any fees for permits and/or inspections charged by governmental agencies are the responsibility of the unit homeowner.
8. The ACC form is provided on page 17 of this book.
9. No flags, other than the American Flag, military service flags, blue star or blue line flags, larger than 36" x 60", may be displayed without prior written approval of the Architectural Control Committee. Please follow proper American Flag etiquette including illumination after dusk.

Landscaping

1. The watering of lawns, trees, shrubs and flowerbeds in your exclusive use and common areas adjacent to your homes is the responsibility of the homeowner.
2. Depending on the condition of the beds, the Association may mulch all front beds. Residents mulching their bed may only use brown shredded hardwood mulch. No offset of cost shall be claimed.
3. The homeowner is responsible for mulching any beds that he/she has added to the home. The Association will not be responsible for any mulching, tree, or shrub maintenance to the added beds. A defined edge between flower beds and lawn areas is required.
4. Homeowners are prohibited from changing, adding or removing any healthy shrubbery or trees without prior written approval of the Architectural Control Committee. Trees or shrubs planted by the homeowner need to be maintained and replaced as needed at the homeowners expense. The Association has approved a master plan for the front beds they are responsible for maintaining. Any changes in these beds must follow the approved plan.
5. Changes to the exterior of the unit that utilizes railroad ties, landscaping timbers, bricks, rocks and/or other such items as shrub bed enclosures are prohibited without prior written approval of the Architectural Control Committee. Fences of any kind are prohibited.
6. Lawn ornaments and rocks may not be placed in the shrub beds without prior written approval of the Architectural Committee.
7. Unit owners must not give instructions to any service contractor (i.e. landscaper, lawn care person, snowplow operator) who has been hired by the Association. This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to insure the contractor is performing the work in accordance with the contractual agreement. All service contractor requests or complaints must be directed to the property manager either by phone or in writing. Please refer to page 1 for contact information.

Snow Removal

1. The Association is responsible for reasonable snow removal on the streets, driveways, guest parking and mailbox areas.
2. Removal of snow on paved walkways throughout the development will not be performed.
3. Removal of snow on paved walkways on the individual lot/unit is the responsibility of the homeowner.
4. Vehicle(s) parked in your driveway during snow removal will prevent your driveway from being plowed.
5. Vehicle(s) parked in guest parking areas during snow removal will prevent the guest parking areas from being plowed.
6. Homeowners are expected to keep all vehicles in their garage or driveway.

Garbage/Trash Removal

1. Trash collection is on Friday. One 96 gallon trash cart is provided by Waste Management. Service for any item not fitting in the trash-cart must be arranged directly with Waste Management. **Additional costs for the removal of those items are the responsibility of the homeowner.** Contact information for Waste Management is on page 16.
2. Garbage/trash must be secured in a closed container that will prevent it from being scattered or blown into lawn areas by wind or animal activity. It is the homeowners responsibility to immediately clean up scattered contents if it does occur.
3. Garbage/trash containers must be kept within garages until they are set out for collection.
4. Garbage/trash, in secure containers, may be placed at the curb after 6 pm the night before the day of collection. Empty refuse containers must be placed in the garage on the day of collection.
5. When a holiday occurs, in a particular week, on the normal workday, garbage/trash may not be collected until one business day later than the scheduled day.

Signs

1. One (1) real estate “For Sale” sign shall be permitted when a unit is on the market. It should be no larger than 24” X 24” and displayed only in the front bed and shall be removed immediately upon transfer of title. The Board of Trustees shall have the right to erect signs or other advertising devices within the Summit Highlands II area as they, in their sole discretion, deem appropriate. No other sign or any other advertising device of any kind shall be erected within the Summit Highlands II area.

Parking/Motor Vehicles

1. Vehicles shall be parked only in the attached garages, driveways or the designated parking areas
2. NO overnight parking is permitted on the streets in the Summit Highlands II area or within the City of Macedonia without permission of the Macedonia Police Department.
3. Residents are to use the parking areas available in their garages or in the driveway directly in front of their garages for parking their vehicles. Off street parking spaces are for use by guests of residents and are not to be used for parking by residents. Residents must notify the management company of any overnight parking in the guest lot. Two spaces next to the mail boxes must be left open.
4. The following vehicles are prohibited from being stored within the Summit Highlands II area, except within the confines of a garage:
 - a. Commercial Vehicles
 - b. Tractors
 - c. Mobile Homes
 - d. Boats and boat trailers
 - e. Recreational vehicles
 - f. Trailers (with or without wheels)
 - g. Campers and camper trailers
 - h. Non-licensed motor vehicles
 - i. Motorcycles
5. Automobile repairs are to be performed in your garage and are prohibited in all other areas.
6. Parking on the lawn is prohibited.
7. Oil leaks and spills on any parking area or streets within Summit Highlands II area must be cleaned immediately by the responsible resident.

Animals/Pets

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Summit Highlands II area except that one (1) dog, up to two (2) cats, fish in indoor aquariums or tanks, and birds, and reptiles in cages and tanks shall be permitted.
2. No pets are permitted to roam free. Dogs and cats shall at all times, whenever they are outside, be confined on a leash and held by a responsible person.
3. Pet owners must promptly clean up and dispose of animal waste. Pets may not be left or chained outside unattended, including on decks or in garages.
4. A pet that, in the sole discretion of the Board of Trustees, constitutes a nuisance or inconvenience may be removed.

Nuisances

1. No portion of Summit Highlands II area shall be used in whole or in part for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition.
2. No device or any thing shall be kept on the portion of the Summit Highlands II area that might disturb the peace, quiet, safety, comfort or serenity of the residents or surrounding property owners.
3. Any noise, including loud music, emitted from an automobile or household stereo system, that disturbs occupants of surrounding households is prohibited.
4. Littering, open fires, feeding stray or wild animals other than birds are all prohibited.

Cable Television/Satellite Dish

1. Installation of any satellite dish/antenna on, attached to, or extending into the common area is prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the property must notify the ACC committee indicating the proposed location and size. Each residence is limited to one satellite dish/antenna. All Governmental Satellite dish rules will apply.
2. It is the homeowners responsibility to arrange for cable television installation if so desired. Wiring must be properly buried underground.

Weapons/Firearms

1. The discharge of weapons within the Summit Highlands II area is prohibited.
2. The term “weapons” includes “B-B” guns, pellet guns, and firearms of all types, bows and arrows, and slingshots.

Tents, Trailers and Temporary Structures

1. Tents, utility sheds, shacks, trailers or structures of a temporary nature shall not be placed upon a lot or any part of the Summit Highlands II area.

Lighting

1. Except for seasonal holiday decorative lights which may be illuminated between Thanksgiving and January 10th only, all exterior lights must be approved by the Architectural Control Committee. The outdoor holiday lights and decorations must be removed by March 1st, weather permitting.
2. Halloween lighting may be illuminated between October 1st and October 31st. Decorations must be removed promptly after the holiday.
3. Inflatable decorations are prohibited.

Security

Security is one of the major concerns of all residents.

1. To preserve the exterior integrity of the decorative garage lights and front lamppost lights, it is the homeowners responsibility to replace burned out light bulbs promptly. It is recommended that 60 watt or LED equivalent bulbs be used for the decorative garage lights, and the sensors be replaced when they burn out. Garage Lights or Post Lights must be lit from dusk to dawn.
2. Keep a watchful eye out for any unusual happenings in the neighborhood. Report any suspicious person or unusual activities immediately to the Macedonia Police Department at 330-468-1234 or in an emergency call 911.
3. Please keep garage doors closed at all times when the garage is unattended.

Leasing of Units

1. No Unit owner shall lease, let or rent their unit. Exceptions are made for parent(s) or child(ren) of the Unit owner, cases of practical difficulty or other undue hardship and Grandfathered Units. Restrictions and conditions for these exceptions are defined by the July 2018 Amendment to the Declaration, **Article XII Section 15, Unit Leases.**
2. The names of all persons leasing a unit shall be furnished to the Board or Trustees by the owner prior to the proposed lease as a condition of such lease: and any lessee shall be subject to all the duties and obligations set forth in the Declarations and Bylaws.

Selling Your Home

1. Homeowners are to notify the Board of Trustees in writing of any change in occupancy thirty (30) days prior to such change.
2. The seller is responsible for providing a copy of the Declaration and Bylaws, Rules and Information Handbook to the buyer. If the seller cannot provide these documents to the buyer, a printable copy is available at KareCondo.com under Summit Highlands II Homeowners Association.
3. The owner or real estate agent must notify the Board of Trustees and the management company to make arrangements for the assessment fee update information.
4. Please contact the management company. They will work with the title company in providing information for the escrow fees. The contact information can be found on page 1 of this book.

Complaint Procedure

1. Complaints concerning the violation of the rules must be made to the property manager **IN WRITING** (address page 1), and must be signed by the individual and include date, address, and telephone number of complainant.
2. The property manager or the Board of Trustees will, in most cases, contact the alleged violator, **IN WRITING**, following receipt of each complaint and a reasonable effort will be made to correct the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the owner will be subject to the provisions contained in the Declaration, Article XII, Section 19, and Violation of Article XII.

Enforcement Procedures And Assessments For Rules Violations

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guest(s), or the residents, including tenants and employees, if any, of his or her Unit.

- B. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Unit Owner.

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

- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against a Unit Owner in violation.

- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - i. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
 - a) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
 - b) A description of the Association Property damage or violation;
 - c) The amount of the proposed charge and/or enforcement assessment; and
 - d) A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

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- F. To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item E.i. above.
- i. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - ii. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- G. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than thirty (30) days.

Maintenance/Repairs

1. All maintenance, repairs and service suggested or required to be undertaken by the homeowner should be performed by a qualified professional.
2. Whether the homeowner performs such work or a professional, the Association will not be responsible for any property damage or bodily injury, which occurs during or as a result of such work. Any risk or liability is the responsibility of the homeowner and is assumed by the homeowner.

Guidelines for Garage/Yard/Moving Sales

1. Garage/Yard Sales may only occur on Thursday, Friday, and Saturday of the second weekend in June of each year.
2. Sales may not begin earlier than 9:00AM and continue no later than 5:00PM.
3. If a homeowner wishes to organize a number of homeowners to have a community wide sale, it will be permitted. The organization of that community wide sale will not be subject to board review.
4. A sign may be placed at both the entrance of the development and at the individual homeowners unit. Balloons marking the home will be permitted.
5. The individual homeowner having the sale will be responsible for controlling the parking to make sure each homeowner has access to their home during the sale. Parking on any grass areas will not be permitted.
6. Moving Sales may occur only on one weekend (Thursday, Friday and Saturday) if the home is on the market or it has been sold and a move is imminent. Only one moving sale weekend is permitted per homeowner.

Spring Hill Drive Recreation Association

Spring Hill Drive Recreation Association (SHDRA) is responsible for the management of property that includes a retention pond and recreational facilities shared by the Huntsford Farms, Summit Highlands I and Summit Highlands II Homeowners Associations.

Each Association pays a maintenance fee to SHDRA based on the number of residences in that association. This fee is included in the maintenance fee that you pay to your individual association.

When you purchased your home, you should have received an access card from the seller for using the recreational facilities on Spring Hill Drive. A replacement card can be obtained by contacting:

Property Manager: Douglass Fogg
First Realty Property Management Ltd.
6690 Beta Drive, Suite 220
Mayfield Village, Ohio 44143
(440) 720-0126

Reference Page

Paint Colors

Sherwin Williams Resilient Brand Paint in Satin Finish

Exterior Trim

- Loggia SW 7506

Doors

- Green Door - Green House SW 2933

- Red Door - Sundried Tomato SW 7585 uses Special Base - Primary Red

**Call ahead to be sure it is in stock

- White Door - Superwhite - Package Resilient Color - No color number.

* **Storm Doors Must Match Door Color**

House Shutters

- Jasper SW 6216

Roofing Color and Style

Timberline HD Weathered Wood Lifetime Architectural Shingles with StainGuard, or Equivalent which must be approved by ACC.

Mulch

Brown shredded hardwood

Available Forms on the Kare Condo Website

KareCondo's website, KareCondo.com, provides instant access to a number of forms for the various needs of our residents. Please use them for your concerns. The following is a list of the service forms available:

- Maintenance Request Form
- Address Change Form
- Violation Report Form
- Accounting Request Form
- Architectural Request Form

Contact Information for Waste Management

By email: customerservice_MIOHIN@wm.com

By chat: www.wm.com

By phone: 866-797-9018

For items not fitting into 96 Gal. Trash-cart.

\$50 + surcharges – up to three bulk items

\$15 + surcharges – each additional item

Architectural Control Committee Plans Submitted for Approval

Mail to : Kare Condo Attn.: SH II Property Manager
P.O. Box 1714
Stow, Ohio 44224

Name _____ Date _____

Address _____ S/L# _____

Give a brief description of the additions/changes requested.

ATTACH DETAILED PLANS FOLLOWING THE GUIDELINES BELOW:

All plans for flowerbeds, planting of trees/shrubs, walkways, retainer walls, and borders must be submitted in writing to the Architectural Control Committee (ACC). This includes the types of trees/shrubs to be planted and the type of materials to be used in walkways, retainer walls and borders. The detailed plans for decks or other construction must also be submitted in writing and include the specifications of the proposed construction, installation, and materials to be used.

Please include a to scale drawing of your proposal with the proximity to your home. You may submit a copy or the landscapers plan, a copy of the plans your builder submits to the Building Department of the City of Macedonia or your own detailed plans. **You must have ACC approval before beginning the project. ACC approval does not replace the need for building permits from the City of Macedonia.**

Please remember that maintenance of these areas becomes your responsibility and the Summit Highlands II HOA is not responsible for damages to these items due to normal maintenance by landscapers on either your property or the common areas. Compliance is based upon the Declarations and Bylaws governing your community.

If not maintained, the area will be returned to its original condition at the homeowners expense.

ACC _____
APPROVED RESUBMIT DENIED DATE