

**BRYN MAWR CLUSTER
HOMEOWNERS' ASSOCIATION**

HANDBOOK

OF

INFORMATION

AND

RULES & REGULATIONS



Welcome and Introduction

Welcome to the Bryn Mawr Cluster Homeowners' Association. We are pleased you selected the Bryn Mawr Cluster HOA as your home.

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

For a Homeowners' Association to operate smoothly, it is important for Owners to understand the basic concept of how the Association functions. This handbook contains a description of maintenance responsibilities, community information, Rules and Association policies. We hope you will keep this handbook and refer to it when necessary.

All Owners should have received a copy of the Bryn Mawr Cluster Homeowners Declaration of Covenants and Restrictions and Bylaws from the seller at the time of Residence purchase. These are the legal documents for the Association and they are on file at the Cuyahoga County Recorder's office. If you do not have these legal documents, a copy may be obtained from the Cuyahoga County Recorder's office or from the Management Company, for a small copy and postage charge.

This explanatory handbook does not replace our legal documents, the Declaration and Bylaws. It is simply our intent to present information in an easy-to-read format. We believe knowledgeable and informed Owners are the most important part of our Association. Therefore, if there is an inadvertent discrepancy between what is expressed in this handbook and the legal documents, the legal documents will govern.

From time-to-time we will add, delete, modify and revise these Rules to keep this handbook updated with current information and procedures. If something arises that is not covered in this handbook or if you have any questions, please do not hesitate to call the Management Company.

The Board of Trustees
Bryn Mawr Cluster Homeowners' Association

Introduction

The Bryn Mawr Cluster Homeowners' Association consists of 74 Units located on six (6) streets - Stapleton Dr. - Scottsdale Dr. - Royal Oak Dr. - Decatur Dr. - Carmel Oval and Grand Prairie Lane located in Strongsville.

Owners are all members of two Associations, the Bryn Mawr Cluster Homeowners' Association and the Huntington Park Estates Homeowners' Association. Owners are bound by the documents and covenants for both Associations.

The Bryn Mawr Cluster Homeowners' Association Board of Trustees consists of three Owners that are elected by their fellow Owners. Each Board Member serves a two-year term and new Board Members are elected at the Annual Membership Meeting, typically held in September. The Board would like to encourage all Owners to consider running for the Board as the community-association lifestyle and spirit lies in each Owner doing their part.

This handbook is provided as a tool to better educate the Owners on the various responsibilities of the Owner, the Board and Management Company. Please take some time to become more familiar with this information. Thank you.

1. **AIR CONDITIONING UNIT CHANGES**

Owners wanting to change their existing Central A/C Unit to a high-efficiency unit must adhere to the following:

- (A) To install a new high-efficiency A/C unit, your contractor will need to install new, larger diameter pipes to carry the freon. These pipes will need to be routed up the siding on the outside of the Residence.
- (B) Please submit a written request to the Board, with a detailed sketch of exactly where the new pipes will be run on the outside of the Residence (A photo is very helpful)
- (C) The new pipe must be concealed on the outside of the Residence behind either a faux downspout or behind a piece of aluminum or vinyl trim, similar in color to the siding on your Residence.
- (D) The Board will send you written prior approval of your plan, provided these stipulations are met.

2. **CABLE TV INSTALLATION POLICY**

Please share this information with your cable installer. The Association has several guidelines regarding cable installation; the following are the correct guidelines:

- (A) Cable television is a private agreement between the Owner and/or Occupant and the cable company at the Owner's expense.
- (B) Arrangements for the installation and/or disconnection of service are the Owner and/or Occupant responsibility.
- (C) When cable service is connected/disconnected, Owners must follow up with the Cable Company to make sure the following guidelines are followed, and completed:
 - 1. Co-axial cable may not be visible on the outside of the Residence.
 - 2. A small hole can be drilled through the wall on the ground floor to access co-axial cable into the Unit. Make the hole as unobtrusive and as inconspicuous as possible; try to hide the entry point behind a shrub, or plantings, if available. The hole should be approx. 24" up from the ground, just above the bottom plate.
 - 3. Cable may not run on the outside of the siding, it cannot be hidden behind siding or downspouts.
If cable is to go to the 2nd floor, it must be fished INSIDE the walls. Running or placing the cable up the wall on the outside of the Residence is prohibited.
 - 4. Upon completion of installation, all excess cable must be buried underground. If any Common Area lawn is destroyed or not repaired properly (covered with topsoil and re-seeded by the Cable Company) then the Owner is responsible for the repair or the Association cost to have said repairs completed.
 - 5. Winter installations when the ground is frozen, must be completed early in the Spring, before the lawn cutting begins. (No later than April 15th)
 - 6. The cable junction box must be kept neat, closed and properly secured. No wires exposed.

The Owner is responsible to make sure the cable installer follows these guidelines. If the setup is incorrect or does not conform to these guidelines, the Association can remove the cable and bill the charge for removal to the Owner.

If you have any questions, please call the Management Company at (440) 201-6070.

3. CHANNELS OF COMMUNICATION POLICY

The Board of Trustees consists of three individuals who are Unit 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 regularly scheduled meetings.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Common Areas 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 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 at the regularly scheduled Board meetings. 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 must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

4. COLLECTION POLICY

- (A) All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received postmarked by the fifteenth (15th) of the month.
- (B) An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice).
- (C) Any payments made shall be applied in the following order:
 - 1. Interest and/or administrative late fees owed to the Association
 - 2. Enforcement assessment penalty fees owed to the Association
 - 3. Collection costs, attorney's fees incurred by the Association
 - 4. Principal amounts owed on the account for common expenses and assessments.
- (D) Any past due assessments may cause a lien and foreclosure to be filed against the Residence / Parcel.
- (E) Any cost, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
- (F) If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall

be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

5. COMPLAINTS AND RULE ENFORCEMENT PROCEDURES

(A) Complaint Reporting Procedure:

1. Complaints against anyone violating the Rules are to be made to the Management Company **in writing** and must contain the date, signature, address and telephone number of the individual filing the complaint. The address or Residence location of the alleged violator must be noted.
2. Complaints regarding parking must include the make, model, color and license plate number of the offending vehicle, as well as the time of day, date, and the exact nature of the rule that is being violated. Complaints regarding pets should include the breed and color of the offending pet, as well as the time of day, date, and the exact nature of the rule that is being violated. Also include the ADDRESS that the offending vehicle or pet belongs to, in your complaint.
3. The Management Company will, in most instances, contact the alleged responsible Owner after receipt of each complaint and a reasonable effort will be made to gain the Owner's agreement to cease the violation.
4. The person issuing the complaint will get a copy of any letter sent. The name of the Occupant who complained will not be used in the letter.
5. If reasonable efforts to gain compliance are unsuccessful, the Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

(B) Enforcement Procedure

1. The Owner shall be responsible for any violation of the Declarations, Bylaws, or Rules by the Owner, guests, or the Occupants, including Tenants, or his/her Residence.
2. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed immediately or otherwise, with legal action for any violation of the 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 Owner.
3. All costs for extra cleaning and/or repairs stemming from the violation of a Rule will also be added to the responsible Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, the Board has the power to impose reasonable enforcement assessments for violations of the Declaration, Bylaws, and Rules and reasonable charges for damage to the Common Area or other Association property. 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 any Owner in violation.

5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - a. Written notice(s) will be served upon the alleged responsible Owner specifying:
 - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
 - ii. A description of the property damage or violation; and
 - iii. The amount of the proposed charge and/or enforcement assessment; and
 - iv. 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.
 - b. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice to the Management Company's office, which must be received by the Board not later than the tenth day after receiving the notice required by 5-a above.
 - i. If an Owner requests a hearing, in a timely manner, at least seven (7) 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 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 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.
 - c. The Association may file a lien for an enforcement assessment and/or damage charges.

6. CONCRETE - DRIVEWAY, SIDEWALKS, PATIOS, STOOPS AND LANDINGS

- (A) The Owner is responsible to maintain, repair or replace the driveways, sidewalks, stoops, landings and patios or other paved areas on their Parcel in good condition and repair. The Owner is also responsible for the same maintenance, repair, or replacement of the City sidewalk in the right-of-way in front of their Parcel, as per the City of Strongsville.
- (B) Repairs and maintenance of like-for-like do not require the Board approval, however, any changes, additions or new concrete must be approved, in writing, by the Board and the Huntington Park Estates Architectural Committee, before work may begin.

7. CONTRACTORS

- (A) Owners must not give work instructions to any Association service contractor while performing work on the Association property. (e.g. landscaper, snow plower, tree service contractor, or maintenance man).
- (B) This requirement is not intended to reduce or refuse service, it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company.
- (C) Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of an Occupant's personal property left or stored in the Common Areas.

8. DAMAGE

- (A) Damage to the Common Areas caused by an Owner, Occupant, Tenant, pet, or guest of an Owner must be repaired or replaced at the expense of the Owner.
- (B) If an Association-hired contractor causes damage to the Owner's Residence or property, the Owner is responsible to report the damages immediately to the Management Company.

9. ELECTRIC HEAT CABLE INSTALLATION

Any Owner contemplating the installation of an electric heat cable or heat tape system for the roof and gutter area to prevent winter ice damming or freezing of the gutters must first place the request in writing to the Management Company. The Management office can approve these types of routine requests and will send a written approval to the Owner.

10. EXTERIOR APPEARANCE – REQUESTING CHANGES

Requesting changes to the exterior appearance of your Residence is a 2-step process:

- (A) Bryn Mawr Cluster HOA approval:
 1. Any Owner requesting any changes to exterior appearance of Residence **must first submit the plan in writing to the Bryn Mawr Board of Trustees** (mailed via the Management Company) the Board will review the request at the next scheduled Board meeting.
 2. The Board of Trustees meets every other month, on the second Tuesday of EVEN numbered months, so approval of your request may take up to 60-days to process.
 3. Upon approval (or disapproval) the Management Company will notify the Owner **in writing** of the Board's decision. The Owner must FIRST obtain this written authorization from the Board, allowing the request, in order to proceed.

(B) Huntington Park Estates (“HPE”) approval.

1. After receiving the Bryn Mawr HOA Board’s written approval, the Owner then must contact the HPE Architectural Committee Chairperson and request the HPE Architectural Control Form that need to be filled out by the Owner and submitted back to the HPE Board. This stipulation is specifically outlined in the HPE Association Declaration (Page 12, Section 5).
2. The Owner must contact the HPE directly to ask for this form that needs to be completed. Please use the www.HPE-HOA.com email address to contact HPE.
3. The HPEA Board (Architectural Committee Chair) will also request a written authorization letter from the Bryn Mawr Board of Trustees, so you will need a copy of the Board’s written authorization to submit to the HPE Architectural Committee along with their completed form.

11. FIRES - OUTSIDE FIRES

Open fires of any kind are prohibited.

12. GAS GRILLS

Natural Gas Grills are prohibited. Propane Grills are permitted, but they cannot be hard wired. City of Strongsville Codified Ordinances – 1601.18 Use of Gas Grills –(a) No person shall start or maintain a fire to be used for the preparation of food or for any other purpose on or below any building balcony in an apartment or multifamily dwelling or within twenty (20) feet from a structure housing three or more families. Bryn Mawr HOA allows for gas grills to be used ten (10) feet away from any structure.

13. MAILBOXES

The Owner is responsible for the maintenance, repair, or replacement of their mailbox and any newspaper boxes. The Association is responsible for the shared mailbox post.

14. GARAGES

The garage must be used as the primary parking space for all residents. Using the garage for storage is prohibited. There is to be no storage in the garage that prohibits the parking of a vehicle(s) inside the garage. The parking places in the front of the garage are for secondary parking.

Parking that impedes access to mailboxes or walkways and parking within ten (10) feet of a fire hydrant per ORC are prohibited.

Garage doors must be closed at all times unless in use.

Only minor maintenance to motor vehicles (e.g. car washing, interior cleaning) is permitted. Changing tires in the garage is permitted. Oil changes and other engine maintenance are prohibited on the Condominium Property.

Storing flammable or hazardous items in a garage is strictly prohibit.

14. MAINTENANCE AND REPAIR RESPONSIBILITIES

(A) Association Responsibilities

The Association is responsible for the reasonable maintenance, repairs and replacement of the Common Areas.

The Common Areas are everything but the individually owned Owner's Parcels. Examples of Common Areas include common lawns, common drainage and visitors' parking areas.

Some specific areas reasonably maintained, repaired and replaced by the Association are:

1. Common lawn areas.
2. Mowing and Fertilization of lawn areas, including Owner's Parcels.
3. Common Area trees and plantings (not including arborvitaes dividing rear of units).
4. Mulching Common Area tree rings.
5. Reasonable snow plowing for driveways and parking areas. (Roads are plowed and maintained by the City of Strongsville)
6. Visitors parking areas.
7. Gutters and downspouts.
8. Siding and Shutters.
9. Residence house numbers.
10. Common Area Drainage.
11. Master insurance policy covering Common Areas.

These are only some of the items listed in the Declaration and Bylaws. For complete information, please refer to the Declaration and Bylaws.

The standards of exterior maintenance, repair, or replacement are at the sole discretion of the Board of Trustees.

(B) Owner Reporting and Association Repair Procedures

In an effort to keep monthly maintenance fees affordable, our Association tries to do maintenance/repair work in bulk versus having a complaint driven procedure.

Owners are encouraged to report to the Management Company the need for any repairs of Common Areas, which are the obligation of the Association to maintain. In most instances, our objective is to complete Owner repair or maintenance requests within ten working days. However, weather, contractor availability, budget priorities, and other factors may affect repair completion dates. Emergency repairs are always given top priority and prompt attention.

Lawn Maintenance and Snow Plowing Complaints:

The Management Company immediately relays the specific concern information to the contractor via a written work order and/or telephone call.

Roof leaks:

The Management Company will issue a work order to a roofing contractor to repair the roof. Owners are reminded that the Association is only responsible for roof repairs relating to the normal wear-and-tear of the roof, the Owner's are responsible for any roof repairs that can be covered under the Owner's "All Risk" insurance policy. Owners are also responsible for any interior repairs or replacements, which may be needed as a result of a roof leak.

Skylight leaks:

The Management Company will issue a work order to a contractor to investigate. If it is determined that the skylight is leaking because of a normal "wear and tear" roofing problem, the roofing problem will be repaired by the Association. If the skylight has become defective, the Owner will be advised, and any further maintenance or replacement is the Owner's responsibility, because skylights are "windows that face the sky" and all windows are the Owner's responsibility.

(C) Owner Responsibilities

The Owner is responsible for the maintenance, repair and replacement of their individual Residence and Parcel, including driveways, stoops, sidewalks (including the City sidewalk in front of the Homeowner's Parcel) decks, patios, windows, doors, storm doors, garage doors, outside faucets and electrical supply lines and light bulbs to the post lamp on the Owners Parcel. The owner can only paint outside on doors and garage doors. Our goal is to be uniform. All doors should be white. If you have a different door color and it needs repainting it must be white. Changing the style of doors & storm doors must be approved.

Landscaping and Lawn Areas on Owner's Parcel – Owners are responsible for bed maintenance and landscaping, including weeding, watering, mulch, all lawn repairs, planting beds, soil settling or soil repairs on their Parcel. The Owner is also responsible to keep the lawn areas and planting beds in an attractive condition, except for Association responsible mowing and fertilizing on the Owner's Parcel.

The Owner is responsible for grass repair or reseeding on the Owner's Parcel, including from front of the house to the curb. This includes any snowplow damage to the grass by the curb. If repaired by the Association the Owner shall water the repaired grass or be responsible for the repair the second time. The Owner must keep the front yard watered so the grass remains green during the summer months.

Snow Removal on Owner's Parcel – Owners are responsible for to keep their Residence and Parcels, including all sidewalks, steps, stoops, landings and other paved areas (except the driveway) free from reasonable accumulations of snow and ice.

Post Lamps on Owner's Parcel – Owners are responsible for the electrical supply line to the post lamp and to change the light bulb, as needed. Owners are responsible to keep the post lamp lit during hours of darkness.

Note - If you call the Management Company and they send an electrician out to repair the post lamp and it is determined that the bulb is burned out, the Owner will be charged for the electrician's service call. If the electric photocell is the problem the Association will assume the cost.

Post Lamp Bulbs - Owners can buy these bulbs at True Value Hardware in Strongsville. The style is called a "Traffic Signal Clear Bulb" 69 Watt by Sylvania. These cost approx. \$3.00 - \$6.00 each. These same type bulbs are available at most Hardware stores and Home centers. Wal-Mart has them too – long lasting post lamp bulbs.

The Association is responsible for the repair and replacement of the actual post lamp pole, the photocell and the post lamp head.

15. **MANAGEMENT COMPANY**

The Association has contracted with a professional property Management Company to operate and manage the Common Areas under the direction of the Board. Among other duties, the Management Company performs the following:

- (A) Assists the Board in the day-to-day operations of the Association.
- (B) Attends regularly scheduled Board and Annual Meetings and provides the agenda for each.
- (C) Maintains the record file of papers relating to the administration, ownership of the members of the Association, and correspondence of any and all business matters or obligations of the Association.
- (D) Assists the Board in the administration of the Association policies, including the Rules.
- (E) Hires, supervises, and interacts with contractors and other such personnel as may be necessary to operate and maintain, at the Association's expense.
- (F) Collects monthly Association maintenance fees and pays Association bills.
- (G) Receives and responds to all telephone calls and answers correspondence from the residents.
- (H) Provides a 24-hour emergency answering service to assist Unit Owners with any emergency associated with the Common Areas.

Customer Service

The Customer Service Department at the Management Company receives all calls from Owners. Report Common Area repair items and discuss maintenance issues affecting the Common Areas or exterior of your Residence that the Association is responsible for with the customer service representatives.

Accounting

Questions concerning your maintenance fee account will be handled by the Accounting Department at the Management Company's office.

Property Manager

The Property Manager reports directly to the Board and acts with direction from the Board. From time to time you will see the Property Manager on the Association Property working with contractors and following-up on situations reported by Owners to the customer service representatives.

PROPERTY MANAGEMENT COMPANY – CONTACT INFORMATION

Ben Sullivan, Property Manager 330 688-4900

www.bsullivan@karecondo.com

Kare Condominium Management

P.O. Box 1714

Stow, Ohio 44224

16. MASTER ASSOCIATION - HUNTINGTON PARK ESTATES HOA (HPE)

(A) If you have questions or concerns regarding the Master Association, the common amenities, swimming pool or tennis courts please contact the Board at www.HPE-HOA.com.

17. MULCH

When the Owner is mulching the planting beds on his / her Parcel, he / she must use the Association-approved type of mulch. The approved color of this mulch is dark-brown, almost black in appearance and is dark hardwood, double-processed.

18. OWNERS INFORMATION FORM

Please note the Owners Information Form is for the use of the Board and Management ONLY. The information is confidential and will never be published or distributed.

(A) OWNERS FORM

1. All Owners must provide the Board of Trustees, via the Management Company, current Owners (Occupants) information. The Management Company will provide a form for the Owner to fill out for this purpose. This information is necessary so that we may contact a unit Owner or Occupant, in the event of an emergency. It is also necessary for the identification of Occupants living in the Residence or Owners, pets and vehicles. The information is listed below:

- a. Names of all Occupants of the Residence.
- b. Telephone numbers (both day & evening)
- c. Vehicle Identification: Make, Model, Color & License No. of all vehicles of occupants.
- d. Pets: Number, type, breed and color(s).

2. Owners should be aware that any damage caused by a leak (water leak, gas leak etc.) emanating from their Residence would be the Owner's responsibility.

19. PARKING

Owners or Occupants are prohibited from parking in one of the two designated Visitor's Parking areas or use said areas as extra parking. Visitor's Parking areas are to be used as guest parking or temporary parking only. Temporary parking is defined as a period not greater than 48-hours for overnight parking. If the use of Visitor's Parking is needed longer than a 48-hour period, a parking pass may be obtained from the Management Company.

- (A) The Board has established a **"Private Property – Tow Away Zone"** in compliance with the Ohio Revised Code. The proper towing signage is now in place and any vehicle found in violation of the Rules may be towed from the property at the vehicle owner's expense, with proper notice to cure. Said notice to cure will be as follows:
1. **If we are able to identify** the owner and address of the offending vehicle a letter will be sent to the Owner and/or Occupant notifying them of the intent to tow the vehicle, giving them a 72-hour window to either correct the violation or remove the vehicle.
 2. **If we are unable to identify** the owner of the offending vehicle, a towing notice will be placed on the offending vehicle's windshield with a 48-hour notice to either cure the violation or remove the vehicle.
- (B) **There shall be no "storing" of vehicles in the Visitor's Parking spaces.** A vehicle is considered a "stored" vehicle if not moved within a 48-hour period.
- (C) The following types of vehicles are prohibited from using the Association parking spaces:
1. Any trailer
 2. Snowmobile
 3. Motor bus
 4. Motor home
 5. Mobile home
 6. Recreational vehicle (RV)
 7. Truck camper
 8. 3 or 4 wheel off-the-road vehicle
 9. Boat
 10. Motorcycle, motorbike or motor scooter
 11. Unlicensed, expired-licensed, inoperable or disabled vehicles for a period greater than 24 hours
 12. Vehicles that are leaking fluid are prohibited from the condominium property. Owners are responsible for immediate cleanup of any leaked fluids
 13. Any commercially-equipped vehicle (as defined below)
 - a. Vehicles that display business names, signs or advertising.
 - b. Vehicles that are commercially equipped (i.e., racks or ladders or are loaded with construction material or equipment, snowplow blades or salt spreaders.

Any commercially identified or commercially-equipped vehicles may not be parked overnight

anywhere on the property. These vehicles may be parked inside a Homeowners garage, with the garage overhead door closed. This is not only a Bryn Mawr Cluster HOA rule, but it is also a rule for the Huntington Park Estates Homeowners' Association.

20. PETS

- (A) Animals, such as rabbits, livestock, fowl, reptiles or exotic and wild animals of any kind are prohibited from being raised, bred, or kept in any Unit, on any Parcel or in the Common Areas except for dogs, cats, or other household pets that may be kept subject to Rules.
- (B) All pets are to be on a hand-held leash and under the Owner's control when outside of a Residence.
- (C) Pets are prohibited from running loose on Association property.
- (D) No pet shall be tied, staked, fenced or housed outside a Residence.
- (E) Pet owners shall be held liable for any and all damages caused by their pets to any Common Areas including, but not limited to shrubs, bushes, trees, and grass.
- (F) Pet Owners are responsible for immediate and complete clean up after their pet. This is especially important when walking your pet on Common Areas or on your neighbor's Parcel. As a courtesy to your neighbors, please try to avoid having your pet eliminate waste in the lawn or beds "up close" to the Residence.
- (G) We need to follow City Ordinance 618.07 Barking or Howling Animals,
 - 1) No person shall keep or harbor any animal or fowl within the Municipality which by frequent and habitual barking, howling, yelping, biting quacking or crowing, creates unreasonably loud and disturbing noises of such character, intensity and duration as to disturb the peace, quiet and good order of the Municipality. Any person who allows any dog habitually to remain or be lodged or fed within any dwelling, building, yard or enclosure which he or she occupies or owns, shall be considered to be harboring such dog.
 - 2) Whoever violates this section is guilty of a minor misdemeanor. Punishment shall be as provided in Section 698.02.

21. RECREATIONAL EQUIPMENT

- (A) Recreational equipment, which cannot be returned to the interior of the Unit each night is prohibited.

22. SEASONAL & YARD DECORATIONS

- (A) Yard and seasonal decorations placed outside the unit on a unit owner's parcel are limited to a maximum of three (3) items.
- (B) All items are limited to a size of no more than three feet (3') high, two feet (2') wide, and two feet (2') deep.
- (C) Owners may place more than three items outside their unit for the four weeks leading up to and four weeks following any major holidays.

23. RUBBISH REMOVAL

- A) Removal of basic household rubbish service is provided by the City of Strongsville. The city contracts with a private rubbish removal contractor; currently the contract is with Republic Waste.
- B) Trash is picked up on Wednesday. Please have your trash containers out on the curb prior to 7:00AM on Wednesdays, but no earlier than 5:00PM on Tuesday evenings.
- C) Questions concerning the service or cost of removing of large bulk items such as furniture or appliances must be directed to Republic Waste at 440-572-7590.
- D) Rubbish, trash or other discarded items must be placed in a covered container or a sealed bag. Rubbish must be secured in a manner that will prevent it from being scattered or blown.
- E) Rubbish containers, and/or bags are prohibited from being conspicuous, except on the evening prior to collection and on the day trash is collected. Rubbish containers must be kept inside the garage or Residence at all other times.
- F) Rubbish containers or bags must be placed at the curb on the end of the concrete driveway, as you look at the driveway, garbage on right and recycles on the left.
- G) Large items or bulk items of rubbish must not be placed on the curb for pick-up until the scheduled pick-up date.
- H) Rubbish collection may be affected by major holiday schedules. Whenever a holiday occurs during the week, rubbish may be picked up a day earlier or a day later. Please contact Republic Waste at 440-572-7590, if you have any questions.

24. SALE OF A UNIT

- A) Within fifteen (15) days of executing a purchase or sales agreement, the Owner or real estate agent must notify the Management Company to make arrangements for a Disclosure Statement which includes a maintenance fee update letter and certificate of insurance for the buyer.
- B) The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
- C) The seller is responsible for providing the following information to the buyer:
 - a) Copy of the Declaration, Bylaws, and any amendments.
 - b) Copy of the Rules

- c) Unit access door key(s), mailbox, and garage door key(s) and garage door opener, if applicable.
- D) One security company sign, not exceeding the height of two feet (2') or the size requirement of 1 ft. x 1 ft. may be displayed in the front shrub bed and/or rear patio bed.
- E) Size of signs limited to no larger than 2' x 3'.
- F) Political signs – All owners may display no more than two political signs, no more than 30 days prior to Election Day. Signs may only be placed inside the Owner's flower bed. Owners will be responsible for keeping the signage neat at all times.

25. PRIVACY PANELS

Owners will be allowed to install and maintain a single privacy panel installed behind their unit to serve as a divider between their parcel and their adjoining neighbor's parcel contingent upon the following:

- A) Requesting and obtaining written approval from the Bryn Mawr (BM) Cluster's Board and the Huntington Park Estates (HPE) board is required before purchasing or installing the panel.
- B) The request to the BM Cluster Board must include a written & signed acknowledgement from the adjoining neighbor stating they are aware of the installation of the panel.
- C) They are installed solely on the owner's property. No part of the panel may extend into any common area or other lot.
- D) The panel will be installed, maintained, repaired, replaced, and insured solely at the owner's expense in an upright, clean, and orderly manner that is free from breakage, holes, chipping, discoloration, or leaning in a particular direction.
- E) Should the unit be sold or transferred to a new owner, the new owner will be responsible for the repair, maintenance, replacement, and insurance of the panel.

Privacy panels must meet the following specifications:

- A) Material must be vinyl.
- B) Color must be completely white without other colors or patterns.
- C) Panels must be six feet (6') in height and eight feet (8') in length.
- D) The panel must be a minimum of six inches (6") away from the exterior wall of the unit.
- E) Toppers are prohibited over the single top frame board.
- F) Posts must be solid white in color and be installed in the ground with concrete (like a fence post would be).

26. CONTACT LIST

Bryn Mawr Cluster homeowners' Association

Contact List

Management Company Kare Condominium Management
The Property Manager: Ben Sullivan
P.O. Box 1714
Stow, OH 44224

Office Hours: Monday through Friday – 9:00am – 4:30pm (Closed 12:00 – 1:00 lunch)

Customer Service.....330 688-4900
.....330 688-4932 (Fax)
Huntington Park Estates.....Website address: www.HPE-HOA.com

Other Telephone Numbers:

Emergency Service.....911
City of Strongsville Police Department (Non-Emergency)440 238-7373
City of Strongsville Fire Department (Non-Emergency) 440 580-3210
City of Strongsville City Hall.....440 580-3100
Ohio Utilities Protection Service (OUPS call before you dig)800 362-2764
Illuminating Company (reporting street lights & power outages)888 544-4877
Republic Waste (Rubbish service)440 572-5790