



Booklet of Property Information,

Rules and Regulations

Enacted: June 9, 2011 Effective: July 1, 2011

Southampton Woods Community Association
PO Box 33125
North Royalton, OH 44133
Phone: 216-556-0993
E-mail: Southamptonhoa@yahoo.com

TABLE OF CONTENTS

WELCOME.....	Page 3
1. INTRODUCTION.....	Page 4
A. Southampton Woods Community Association, Inc.....	Page 4
B. Channels of Communication.....	Page 4
C. Good Neighbor Policy.....	Page 5
2. COMMON ELEMENTS.....	Page 5
3. SALE OF DWELLING.....	Page 6
4. ASSOCIATION FEES, COST OF COLLECTION AND LIENS.....	Page 6
A. Annual Assessments.....	Page 6
B. Cost of Collection.....	Page 7
C. Procedure to Suspend Owners' Rights.....	Page 7
5. ARCHITECTURAL CONTROL AND REVIEW.....	Page 8
A. Purpose of Architectural Controls.....	Page 8
B. Rules.....	Page 8
C. Approval Procedure.....	Page 8
D. Unapproved Changes.....	Page 9
6. RESTRICTIONS.....	Page 9
A. General Restrictions.....	Page 9
B. Complaint Procedure.....	Page 11
C. Enforcement Procedures.....	Page 11
7. EXTERIOR PROPERTY MAINTENANCE.....	Page 13
A. Maintenance of Properties.....	Page 13
APPENDIX I- SATELLITE DISH INSTALLATION GUIDELINES AND RULES	Page 14
APPENDIX II- REQUEST FOR A HEARING	Page 15
APPENDIX III REQUEST TO INSPECT RECORDS	Page 16

WELCOME

Welcome to the Southampton Woods Community Association, Inc. We are pleased that you have selected Southampton Development as your home.

This booklet was developed to serve as an easy to understand reference guide for existing Owners and to provide information to help new Owners become familiar with our Association policies. The Board of Directors, in enacting these rules, has not presumed to cover every possible situation; rather, the rules contained herein cover those major areas where problems could occur. We hope you find the rules reasonable and cooperate by upholding them.

Owners should have received a copy of the Southampton Woods By-Laws (formally known as Code of Regulations) and Declaration of Covenants and Restrictions from the seller at the time of purchase. If you do not have these legal documents, they can be obtained at a cost from the County Recorder or from the Association, please contact a Board member.

The booklet is intended to supplement, not replace the By-Laws and Declaration; therefore, if there should be any discrepancy between what is expressed in this booklet and the recorded documents, the By-Laws and Declaration shall govern.

From time to time we will add, delete, modify and revise guidelines to keep this booklet updated with current information and procedures. If something arises that is not covered in this booklet, please do not hesitate to contact the Board of Directors.

Board of Directors
Southampton Woods Community Association, Inc.

1. INTRODUCTION

A. SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC.

1. The development is comprised of 188 individual homes. There are also four water retention and detention basins and the entrance to the Properties which are the common properties and are the responsibility of the Association. All streets within the property are public and not the responsibility of the Association. The property is located in the City of North Royalton.
2. The objective of the Southampton Woods Community Association, Inc. is to reasonably operate the affairs of the development. We are governed by the By-Laws and the Declaration of Covenants and Restrictions. The Board of Directors manages the Association's affairs on behalf of the Owners.

B. CHANNELS OF COMMUNICATION

1. The Board of Directors consists of 3 to 7 members who are Owners and are elected by their fellow Owners. Board members serve without compensation and are responsible for making decisions affecting our properties. Decisions concerning the Properties are made during the Board's meetings.
2. 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. Any problems should be brought to the Board's attention by sending them a letter or an e-mail.
3. Regular annual meetings of the Owners shall be held in the first calendar quarter of each year on a date and at a time established, from time to time, by the Board.
4. The records of the association can be inspected by completing the REQUEST TO INSPECT RECORDS (APPENDIX III).

C. GOOD NEIGHBOR POLICY

1. The By-Laws and Declaration of Covenants and Restrictions define the standard of living Owners may expect. These documents are designed to protect the rights of each Resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other.
2. Before filing a complaint about a neighbor, take time to have a personal discussion. Neighbors talking to each other, in a non-threatening way, can achieve results in a friendlier fashion. Our community spirit lies within each Resident.
3. Owners and Residents are prohibited from giving work instructions to any Association service contractor, e.g. landscaper. 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 Board.

2. COMMON ELEMENTS

- A. "Common Elements" is defined as all real and personal property now and hereafter owned by the Association. Common elements include the entrance to the property and the four water retention and detention basins. The reasonable repair and maintenance of all common elements is done at the Association's expense.
- B. Owners do not have any obligation or right to maintain or improve these areas. All reasonable improvements, repair, and maintenance of these common elements are the responsibility of the Association. Fishing or swimming is prohibited in the retention and detention basins. The dumping of leaves, grass clippings or any other debris in the common elements is prohibited.

3. SALE OF DWELLING

- A. Within fifteen (15) days of executing a purchase or sales agreement, the Owner or real estate agent must notify the Board to make arrangements for an annual fee update letter for the buyer.
- B. At the same time as above, the Owner must provide the following:
 - a. Names of Owner(s);
 - b. Owner's mailing address(es);
 - c. Any change in the information required in a-b must be provided to the Board within 30 days of the change.
- C. The Board 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 title transfer.
- D. The seller is responsible for providing the following information to the buyer:
 - a. Copy of Declaration and Bylaws and any amendments
 - b. Copy of the Rules booklet.

4. ASSOCIATION FEES, COST OF COLLECTION AND LIENS

A. ANNUAL ASSESSMENTS

- 1. Owners are required to pay for their proportionate share of the Association's common expenses and reserves. The Board of Directors annually prepares and approves a budget for said expenses and reserves and sets the amount of fees to be assessed to Owners for the next calendar year.
- 2. Owners are assessed annual fees beginning on January 1st of each year. Fees are billed the 1st of each year and are due by March 1st of the year. If fees are not paid by March 31st, they start accumulating enforcement assessments from March 1st

B. COST OF COLLECTION

- i. An administrative late charge of \$20.00 per month shall be incurred for any late payment and on any unpaid assessment balance.
- ii. An administrative processing fee of \$35.00 shall be charged for any returned check.
- iii. Any payments shall be applied in the following order:
 - a. Administrative late fees owed to the Association.
 - b. Collection costs and attorney's fees incurred by the Association.
 - c. Principal amounts owed by the Owner for assessments.
- iv. Any past due assessments may cause a lien and foreclosure to be filed against the Lot.
- v. 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.

C. PROCEDURE TO SUSPEND OWNERS' RIGHTS

The Board may suspend the voting rights of the Owner during any period in which they are delinquent in paying any fees. The Board may vote to suspend the voting rights of the Owner at a board meeting and notify the Owner in writing. The voting rights will be re-instated only upon payment in full of all fees, late charges and any other costs incurred by the Association.

5.. ARCHITECTURAL CONTROL

A. PURPOSE OF ARCHITECTURAL REVIEW COMMITTEE

The purpose of the Architectural Review Committee is to maintain a quality neighborhood and to assure that any changes made will establish harmony of external design and location in relation to surrounding structures and the entire development.

B. RULES

1. No dwelling, building, shed, fence, wall or other structure (in-ground swimming pool, deck, patio, driveway, etc.) shall be erected, placed, or altered within the Properties until the plans and specifications have been submitted for approval to the Architectural Review Committee.
2. These changes include any maintenance items which affect the color and materials of the above items.

C. APPROVAL PROCEDURE

1. The following items need to be submitted in duplicate to the Architectural Review Committee for approval:
 - i. A site plan showing the location of the changes proposed.
 - ii. A detailed floor plan and elevations of the structure.
 - iii. A typical section view.
 - iv. The materials and colors proposed.
2. Any changes that require a permit from the City of North Royalton will require a letter of acceptance from the Architectural Review Committee before the City will issue a permit.
3. The Architectural Review Committee shall review any proposed changes which have been submitted by an Owner within 30 days of receiving them. .
4. The decision by the Architectural Review Committee must be submitted to the Board of Directors for their approval. The Board of Directors shall then submit their decision to the Architectural Review Committee within 10 days. The Architectural Review Committee shall then submit the decision of the Board of Directors to the Owner within 7 days.
5. If the change is not approved, the Owner may appeal the decision by requesting a hearing in writing in front of the Board of Directors. The Board of Directors will send their decision to the Owner within 10 days following the hearing.

6. In the event the Board of Directors or the Architectural Review Committee, whichever then has authority, fails to approve or disapprove such design and location within thirty (30) days after said plan(s) have been submitted to it, the request shall be deemed to have been denied and the plan(s) disapproved.

D. UNAPPROVED CHANGES

1. If an Owner proceeds with a change without receiving approval from the Architectural Review Committee, The committee shall notify the Owner in writing or other electronic method that all work must be suspended immediately until proper procedure for approval of the change is obtained. If the change is not approved, the dwelling or structure must be returned to its original condition.
2. Failure to receive prior approval may also result in a Rule Enforcement assessment to the owner whether or not the request receives approval.
3. Only Owners who are current in the payment of all Association fees and assessments may submit a request for any changes.

6. RESTRICTIONS

A. GENERAL RESTRICTIONS

1. Signs or other advertising devices are prohibited to be placed upon any lot.
2. Dwelling or lot is prohibited to be used for other than residential purposes.
3. Clothing or any other household fabric is prohibited to be hung outside of any dwelling.
4. Machinery is prohibited to be placed or operated upon any Lot except such machinery as is used in maintenance of a dwelling.
5. Fences or walls of any kind may not be erected or permitted to remain on the Properties unless approved by the Architectural Review Committee.
6. Dumping is prohibited on any part of the Properties unless necessary for construction or improvements and authorized by the Board of Directors.
7. Businesses of any kind may not be conducted on any part of the Properties. Resident may use a portion of his/her dwelling for an office or studio, provided it does not become a nuisance to neighbors, become principally an office, school, or studio as distinct from a residence. The Board may adopt rules which further limit such use.

8. An automobile, truck, boat, recreational vehicle, airplane, or vehicle of any kind, licensed or unlicensed, is prohibited to be stored* on any street or driveway in or upon the Properties except in the confines of garages or parking areas approved by the Board. Only machinery customarily required for the maintenance of dwellings and hobby machinery may be placed or operated on a Lot. This permitted machinery must be stored out of sight of adjoining dwellings, unless such machinery is necessary for use in construction, reconstruction or repair of any building or structure.

* Stored explained: Licensed automobiles in a driveway can be stationary for three weeks total per month. Boats, RV's, and campers are permitted for no more than three consecutive days in any given month and must be pre-arranged with the Board. All other vehicles of any kind, including commercial type, licensed or unlicensed, are prohibited as mentioned.

9. Discharge of guns, ammunition or explosives is prohibited. Fishing, hunting, trapping, or poisoning of wildlife is prohibited, except for rodent control, or except upon written approval of the Board.
10. Motorized vehicles (mini-bikes, motorcycles, mopeds, etc. are prohibited on the Common Elements.
11. Boating, swimming, fishing, wading or any use requiring entry into the retention and detention basins or surrounding areas is prohibited.
12. Construction trailers utilized by builders shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way or the common elements shall be graded and seeded as soon as possible by the builder. Every reasonable effort shall be made by the builder to keep the sites clear of debris.
13. One story ranch style dwellings shall contain no less than 1,700 square feet of living area. Two story dwellings shall contain no less than 2,000 square feet of living area. Living area is exclusive of any basements, garages, attics, decks, porches or breezeways.
14. Installation of any satellite dish/antenna in the common elements is prohibited. Any Owner contemplating the installation of a satellite dish/antenna elsewhere on the Properties must obtain and comply with the Association's Satellite Dish Rules and Regulations. A copy of the Satellite Dish Rules and Regulations are attached (SEE APPENDIX I).
15. Above ground swimming pools are prohibited on the Properties.
16. A person who is classified a Tier III or Tier II sexual offender/child-victim offender is prohibited from residing in or occupying a Lot or remaining in or on the property for any length of time.

B. COMPLAINT PROCEDURE

1. Complaints against anyone violating the rules must be submitted to the Board in writing and must contain the date, signature, Resident address and telephone number of the individual filing the complaint and the name and/or address of the violating person.
2. The Board 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
3. 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.
4. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of enforcement assessment hearing.

C. ENFORCEMENT PROCEDURE

1. The Owner shall be responsible for any violations of the Declaration, By-Laws or rules by the Owner, guests, or the occupants, including tenants, of his/her house.
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 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 Owner.
3. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible Owner's account.
4. In addition to any other action and if applicable, in accordance with the procedure outlined in section 5 below, the Board MAY: a) levy an assessment for actual damages and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

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. If applicable, a reasonable date by which the 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 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 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 a-i above. See **REQUEST FOR A HEARING** (Appendix II)
 - i. If an Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide 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 Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The 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 which remains unpaid for more than ten (10) days.

7. EXTERIOR PROPERTY MAINTENANCE

A. MAINTENANCE PROCEDURES

1. The Association is concerned with the maintenance and upkeep of the dwelling and Lots. Since the City has a code relating to this, the Association has decided that this code is sufficient to address this issue.
2. Chapter 1464 of the City Code of Ordinances addresses Exterior Property Maintenance. This ordinance can be viewed on the cities website or a copy can be obtained from the City.
3. In accordance with the North Royalton City Code of Ordinances, Owners must maintain the exterior of their dwellings and lots. Violations of the City Ordinances should be reported to the local Building Commissioner at **440-582-3000**.

APPENDIX I

SATELLITE DISH INSTALLATION GUIDELINES AND RULES

1. **ACCEPTABLE SATELLITE DISHES** – One direct broadcast satellite (“DBS”) and one multipoint distribution service (“MDS”) one meter (approximately 39”) in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to the entirety as “dish(es)”, per Residence, are permitted. Additional dishes may not be installed unless the Owner establishes a specific need for such dishes reasonably acceptable to the Board, Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

2. **LOCATION OF INSTALLATION** - All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, the dish must be installed behind the Residence or in such other location as to ensure that the entire dish is not visible from the street. If an acceptable quality signal cannot be received in a location not visible from the street, the dish shall be installed in such location providing an acceptable quality signal and the maximum protection against visibility from the street as is reasonably possible.

3. **INSTALLATION OF SATELLITE DISHES**
 - a. All dishes must be installed in compliance with local building and safety codes; in accordance with the manufacturer’s instructions
 - b. All installations shall take aesthetic considerations into account. There shall be a minimum of exposed wiring on the exterior of the Residence. Any portion of the dish(es), mast(s), and wiring that are visible from the street or neighboring Residence shall be painted to match the color of the structure they are adjacent to or attached to unless otherwise camouflaged, shielded or screened as provided for in Paragraph 3 c.
 - c. Dishes must be camouflaged, screened and/or shielded by landscaping or other objects, such as imitation rocks, as approved or instructed by the Board to prevent view of the dish(es) from the street and from other Residences to the maximum extent possible

4. **MAINTENANCE** - Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Owner’s expense after 72 hours or at any time if the detachment threatens safety of persons or property

5. **MASTS** - Mast height may not be higher than absolutely necessary to receive acceptable quality signals.

6. **SERVERABILITY** – If any of the foregoing guidelines and rules or provisions are declared void, such provision shall be deemed severed from these guidelines and rules which shall otherwise remain in full force and effect.

APPENDIX II

REQUEST FOR A HEARING

Unless a written request for a hearing, signed by the person(s) named as Owner(s) in the accompanying correspondence is received by the Board within ten (10) days, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then this completed form must be received within ten (10) days by

SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC.
P. O. Box 33125
North Royalton, Ohio 44133

I, _____ request to be scheduled for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven(7) days in advance.

I believe the enforcement assessment should not be imposed because _____

Signature

Date

Signature – if more than one

Date

Printed Name and Current Address

APPENDIX III

REQUEST TO INSPECT RECORDS

Instructions: This request form must be completed by any Owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. Inspections may be made during the normal business hours. The appointment should take place after the appropriate records are made available. This would be within seven (7) business days after the request is received. However, under certain circumstances a request may be processed within twenty-four (24) hours.

During an inspection, the Owner may designate for copying such records by use of a removable tab, slip or post-it note on a the page(s) desired. The copies will be made available within three (3) business days of the date they are designated. Original records may not be removed from the inspection location.

The Association requires that the Owner provide the reason for each record requested and the intended purpose of the request in order to protect Association and personal confidences where necessary. It is the intent of the Association to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspections take place in the presence of an Association Representative.

Inspections of the Association's records must take place during normal business hours.

Upon written request, Owners shall be provided meeting minutes at no charge. For records other than meeting minutes, the Owner shall pay for copies and for the clerical time involved with retrieval, copying and re-filing the documents. Copying charges shall be 10 cents per page, plus a handling fee of \$10.00 for every fifty (50) pages copied. The actual cost of all mailing charges will also be the Owner's responsibility. All inspection, copying and mailing charges will be assessed to the Owner's account.

This form must be completed in full, signed and dated in order to process the request.

OWNER'S NAME _____

OWNER'S ADDRESS _____

PHONE NUMBER(S) _____

If the request is made through an Owner's agent or attorney, please attach a copy of the Owner's signed authorization of the agent or attorney's appointment.

PLEASE LIST AND NUMBER THE Association records you wish to inspect (please be as specific as possible): _____

For each of the records listed and numbered, please provide the reason and purpose for the inspection request. If additional room is needed, please attach a sheet hereto:

<u>Record Requested</u>	<u>Reason and Purpose of Request</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Preferred inspection dates and times _____

Do you anticipate making copies of any records to be inspected?

_____ Yes _____ No

If you prefer receipt of copies of the records will be filled within two (2) weeks of receipt. The charges listed in the instructions will be assessed to you account. If the charges are expected to exceed \$50.00, do you wish to receive a total estimate of charges before receiving the requested documents? _____ Yes _____ No

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than is stated herein. I agree to indemnify, defend and hold Southampton Community Association, Inc., its Board of Directors and officers, and their successors, heirs, and related to, or concerning my inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account.

DATE

OWNER'S SIGNATURE

PRINTED NAME OF OWNER(S)