

**CAMBRIDGE COLONY
HOMEOWNERS' ASSOCIATION**

**RULES AND
REGULATIONS**

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SECTION I
Administration and Appearance of the Property

A. Alterations.

1. In accordance with Article VI of the Declaration of Covenants, Restrictions and Easements, Cambridge Colony Homeowners' Association, any changes to the Living Unit's siding color/type, roof shingle design/color, garage door style/color, and exterior front entry door and/or shutter color, plus front lamp post light and lights on the front of the garage and front entry, all require a 75% approval by the Members of the Association. In order to maintain architectural continuity and integrity of the Association, the Trustees keep on file the standards for the above items that have already received 75% approval and may be used for repairs/replacements without additional Association approval.
 - a) Garage Door: White color, raised short panel, 4 rows of 6 or 7 squares per horizontal row.
 - b) Roof Shingle: CertainTeed - Landmark Family - 30AR x - Georgetown Gray available through CertainTeed Corporation
 - c) Front Door and Shutter Colors: Sherwin Williams Burgundy SW6300 (this color is still available if you give Sherwin Williams the identification number above, even though it may not be available in the color samples in the store), Sherwin Williams Extra White SW7006, Sherwin Williams Gibraltar Grey SW7258 or Sherwin Williams Blue Grotto SW2941. All colors are available at Sherwin Williams as noted by the identification numbers.
 - d) Front Door Trim and Garage Door Trim: White
 - e) Lamp Post: Contact Trustees for current standard.
 - f) Front Entry/Garage Lights: Contact Trustees for current standard.
 - g) Siding: Contact Trustees for current standard.
2. There are restrictions on the changes that can be made to a Cluster Site or the Cluster Site Living Unit without prior written consent of 75% of the Cluster Site Owners and the approval of the High Point Association. It is strongly suggested that you read the Declaration of Covenants Restrictions and Easements, Cambridge Colony Homeowners' Association Article V - Section 2 c, and Article VI prior to initiating any action.

Should a Cluster Site Owner decide to move forward with an alteration or improvement to an area of their Cluster Site or Living Unit covered under areas defined by the Articles noted above, the process to secure approval, before proceeding, is as follows:

- a) Complete the Highpoint Architectural Review form and submit it (and any other pertinent information) to the Cambridge Colony Homeowners' Trustees.
- b) The Trustees will review the material for completeness. If all of the required details are provided, the information will be presented to each Cluster Site Owner, in a reasonable time period, for voting.

- d) If the proposal receives approval from the High Point Homeowners' Association, the Cluster Site Owner is responsible for providing Cambridge Colony Trustees with a copy of the approval form and/or documents and can proceed with the proposed project.
3. The Cluster Site Owner shall be permitted to purchase a replacement exterior front door of his choosing with the stipulation that it does not distract from the architecture of the Living Unit or the continuity of the other Living Units on the Premises.
- B. Maintenance Cluster Site Owner shall maintain, including repair, removal and replacement, the exterior of the Living Unit on the Cluster Site, including all windows, skylights, and glass, all exterior lighting fixtures, exterior light bulbs, siding, trim, gutters, roof and/or roof shingles, foundation, outside concrete, sewer maintenance (plugged sewers), gas and electric service lines, exterior cooling and heating units and heat pumps, privacy fences and decks at Cluster Site Owner's own cost and expense.
- C. Association Records. As required by law, the books and records of the Association are available for the inspection of Cluster Site Owners for any proper purpose at reasonable times at the High Point Association's small meeting room upon 30 days written request.
- D. Assessments and Collections.
1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment which is received after the tenth (10th) day of the month shall be considered late.
 2. Any assessment which is not paid within ten (10) days after due shall be delinquent, and shall bear interest from the due date thereof at an interest rate not to exceed the highest prime rate currently being charged in Cuyahoga County, Ohio (but in no event higher than the highest rate which may be legally charged) per annum until paid.
 3. The Association shall be entitled to bring an action at law against the Cluster Site Owner personally obligated to pay same and/or to foreclose the lien against the Cluster Site; and interest, costs and reasonable attorneys' fees for such action shall be added to the amount of such assessment and be secured by the lien against the Cluster Site as required by the Declaration and By-Laws. No Cluster Site Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Cluster Site.
- E. Common Property.
1. Storage of any kind is expressly prohibited on or in any Common Property unless the area is expressly designated for such purpose.

2. The Cluster Site Owner is responsible for his own property conduct, and that of his family, tenants or guests. It will be his responsibility to understand and observe all regulations.
3. No Cluster Site Owner or its family, guests or its tenants shall make any noises in the Living Unit or adjacent grounds which may disturb the occupants of other Living Units; this shall include unreasonable noise levels from TV, radio, stereo or gatherings.
4. Any damage to the Common Property caused by any Cluster Site Owner, family, tenant or guest shall be the responsibility of such Cluster Site Owner and the Cluster Site Owner shall be assessed for the cost of repairing such damage.
5. Any changes/improvements to any Common Area abutting the Cluster Site or adjacent thereto will be the responsibility of the Cluster Site Owner or any subsequent Cluster Site Owner to maintain any such improvements, i.e. shrubbery, plantings, flowers, etc. Notwithstanding the Covenants of High Point's Declaration, which state in part: "Greenbelt areas benefit all residents and are maintained in a natural state. Cluster Site Owners may not dispose of landscape debris in common areas. Cluster Site Owners are NOT permitted to clear greenbelt areas or cut down trees."
6. Weapons may not be discharged in the city, including Common Area. Forts and other structures may not be built in Common Areas.

F. Landscaping.

1. Cluster Site Owners are not permitted to alter, change or add to the original front landscaping that was on the Cluster Site when title to such Cluster Site was transferred to said Cluster Site Owner except with 75% of the Association's approval. Landscaping by definition is considered to be shrubbery/bushes and trees.
2. Cluster Site Owner shall be responsible for the removal and replacement of any dead or damaged shrubbery and/or trees on their front Cluster Site. At the Association's discretion they need not replace trees if they are in an overgrown area or present a danger to the Living Unit. However, to maintain continuity of the development, Cluster Site Owner shall be required to replace such tree or shrubbery with a smaller, space-appropriate planting should the space allow. Cluster Site Owner must check with the Trustees prior to any replacement.
3. Any sod or other property damaged through neglect or abuse by the Cluster Site Owner shall be replaced at the sole expense of the Cluster Site Owner responsible therefor.

4. Cluster Site Owners are responsible for the cost of trimming trees located on their Cluster Site. The Association includes trimming shrubs/bushes located in the front yards of the Cluster Site, but not trees.

G. Security.

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
2. Nonworking lamp post lights must be replaced as soon as possible as they are the only lighting on the Premises and are for security purposes.

- H. Signs and Advertisements. No Cluster Site Owner shall display to the public view on any Cluster Site any signs of any nature excepting only one sign of not more than five (5) square feet advertising the property for sale or rent. Political signs and garage sale signs are permitted if they meet the size requirements stated above. All signs must be removed within 24 hours following the garage sale or election day

SECTION 2

Pets

- A. Cluster Site Owners are responsible for picking up droppings from their animals from their Living Unit as well as from any Common Area which they use.
- B. All dogs are to be leashed at all times, and cats should not be allowed to roam indiscriminately.

SECTION 3

Vehicle Regulations

A. General Rules.

- 1) Commercial vehicles may park in permitted areas so long as such parking is only for the period of time necessary to provide the commercial services requested by a Cluster Site Owner or the Association.
- 2) When two (2) inches of snowfall has occurred, all cars must be removed from the front of Living Units to facilitate snow removal. If any cars are left in the driveways of the Living Unit, snow will be plowed only up to the back of the existing car, but not adjacent to it.
- 3) If possible, during the daylight hours the parking spot adjacent to the mailboxes in the Guest Parking Area of the Common Area center island should be reserved for the mail person and to permit access to the mailboxes by the Cluster Site Owners.
- 4) The Guest Parking Area of the Common Area center island is reserved for guests of the Cluster Site Owners and is not to be used as routine additional parking space for a Cluster Site Owner.

B. Enforcement.

- 1) Any vehicle parked in such a manner as to violate these rules may be subject to the enforcement procedures set forth herein, including but not limited to, legal action, fines, towing, etc. All costs and expenses will be charged back to the Cluster Site Owner.

SECTION 4
Closings and Transfers of Ownership

A. Resales.

- 1) The Association may charge a fee in the amount of ten cents (\$0.10) per copy for the cost of copying any documents required for resale of a Cluster Living Unit. However, in the event a request is made which requires information to be provided in less than thirty (30) days, the Association may charge the Cluster Site Owner an additional fee for rush service.
- 2) The Association shall provide any Cluster Site Owner, upon ten (10) days' notice to the Association or its agent, a statement of account setting forth the amount of any unpaid assessments and other charges due and owing from such Cluster Site Owner. The Association may charge a fee of Fifteen Dollars (\$15.00) per request. This amount may be changed from time to time by the Association.

SECTION 5
Leasing of Living Units

A. General

All Cluster Site Owners Must:

1. Give prior notice to the Association's Trustees of intention to lease. The Cluster Site Owner shall deliver a copy of the signed lease and lease rider to the Association or managing agent within ten days after it is executed and prior to occupancy.
2. Notify the Association's Trustees of all current occupants of the Living Unit, including children. This notification should not only include the names of each occupant but the phone number of the Living Unit, the number of vehicles used by the occupants, and the number and type of any pets (if permitted).
4. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the recorded legal documents of the Association. The Cluster Site Owner is ultimately responsible for his tenants to abide by all provisions and restrictions imposed by the Association's recorded legal documents, whether he resides in the Cluster Living Unit or not. If a tenant violates

the recorded legal documents or Rules and Regulations, the Cluster Owner shall also be held responsible.

5. All tenants must be given a copy of the recorded legal documents and any Rules and Regulations that have been adopted by the Association's Trustees. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residency and are obligated to obey the provisions of the documents.
 6. All tenants should be advised of the operational structure of the Association, that a portion of their rent is used to pay the monthly Association assessment on the Cluster Living Unit and what that assessment is used for. All tenants must sign a lease rider acknowledging receipt of copies of all of the Association's recorded legal documents and Rules and Regulations.
 7. All leases must include provisions for the tenant obeying the By-Laws, Declaration of Covenants, and Rules and Regulations of the Association, including the payment of any fines for rule violations, written legal termination procedure, penalties for late rent payment, method and location of rent payment, security deposit return and deduction procedure, with a written acknowledgment by the tenant that he has received and accepts all of the conditions.
 8. The Cluster Site Owner is absolutely obligated to pay all of the Association fees, since they are a covenant running with the land; all special assessments of the Association; maintenance costs; or any special fees or charges imposed by the Association.
 9. Make sure the tenant has the following:
 - a. Keys to mailbox.
 - b. Cluster Site Owner address and telephone number.
 - c. Board of Trustees names and phone numbers.
 10. Any violations of the Declaration, By-Laws or these Rules and Regulations may result in a flat or daily fine or in more serious situations, eviction proceedings. All fines, costs and legal fees will be charged to the Cluster Site Owner.
- B. Non-Compliance. The Association reserves the right to prohibit a tenant from occupying a Living Unit until the owner complies with all leasing requirements. The Association reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

SECTION 6
Cable/Satellite Dishes

In order to keep the aesthetic appearance of the Cambridge Colony Homeowners' Association in a good and orderly manner, and prevent damage to the common elements/areas as well as avoid personal injury to Cluster Site Owners and invitees, the Association has adopted the following Rules and Regulations:

Satellite/cable dishes should be installed out of view from the front of the Living Unit. Satellite dishes greater than one (1) meter in diameter are prohibited.

Satellite dishes may only be installed on portions of the Cluster Site within the Cluster Site Owner's exclusive use or control.

Once installed, the Cluster Site Owner will be responsible for the maintenance of the dish and shall at all times keep the satellite dish in good repair.

The Cluster Site Owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish.

SECTION 7
Enforcement of Rules

- A. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Association reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Cluster Site Owner at the time they are incurred.

SECTION 8.
Definitions

- A. "Association" shall mean and refer to the Cambridge Colony Homeowners' Association, a nonprofit corporation organized and existing under the laws of the State of Ohio, its successors and assigns.
- B. "Premises" shall mean and refer to Cambridge Colony Homeowners' Association, and the Cluster Sites appurtenant thereto as described in the recorded Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article V, Section 6 of the By-Laws.
- C. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Premises, and intended to be devoted to the common use and enjoyment of the Cluster Site Owners of the Premises to the extent owned by the Association.

D. "Living Unit" shall mean and refer to any building situated within the Premises, designed and intended for use and occupancy as a residence by a single family.

E. "Cluster Site" shall mean and refer to those areas of land shown on the plat of the Premises and intended to be devoted to the uses allowed by Section 1125.60 of the Codified Ordinances of the City of Strongsville, or any other successor.

F. "Cluster Site Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Living Unit or Cluster Site situated upon the Premises, but shall not mean or refer to the mortgagee thereof, unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

G. The terms "he", "she", "his", "hers" shall be inclusive of the masculine or the feminine as appropriate, and the singular shall include the plural, and the plural shall include the singular.

H. Declaration shall mean Declaration of Covenants, Restrictions and Easements of Cambridge Colony Homeowners' Association.