



*The Woods at Ethan's Green  
Homeowner Information*

*2nd Edition  
The Board of The Woods at Ethan's Green  
October 2009*

## *Home Owner Association Living*

*For many people, buying in this development may be their first experience living in a home owners 'association, or an association of any kind for that matter. How are they structured? How do they function? The following description is design to provide a basic background of how associations function in general. Although there are variances from development to development, some general principals still apply.*

*Home owner associations function like miniature governments. Home owners are elected by their fellow owners to make the on going day to day decisions to run the complex. Their role is similar to a council person in a city or township. The structure of the association is determined by its governing documents,usually refereed to as declarations, by-laws,(or code of regulations), and rules and regulations. The board members are not compensated for their time or given any reduction on their association fees. They stand for reelection periodically, again based upon what is called for in the association documents. Boards are usually made up of an odd number so that board votes cannot end up in a tie. How many times a year the board meets is again determined by the association documents. The general rule of thumb is: the less the association maintains, the less often the board will have to meet.*

*How does the board pay for what it does? Through the revenue generated from its members. Through monthly or yearly payments, the association can establish a bank account, whereby it can pay for the goods and services it provides. Some examples could include:*

<i>Landscaping</i>	<i>Legal</i>
<i>Tax Preparation</i>	<i>Snow Plowing</i>
<i>Insurance</i>	<i>Clubhouse</i>
<i>Recreation Facilities</i>	<i>Management Agency</i>
<i>Common Area Utilities</i>	<i>Savings</i>

*One of the misconceptions in many associations is that the monthly or yearly fee being paid is what the management company is "charging for services." This is probably a throwback to the days of living in an apartment which is run by its owner. In reality, the management company is a hired contractor just like the landscaper, or the insurance agent. The fee that is paid to the association is based upon the annual budget, divided out between the homes. This should also include some money to be put into savings for improvements to the property.*

*Association living is becoming a larger and larger part of the real estate market. It was estimated recently the one of every six Americans lives in some type of association. They have now even grown to include commercial properties and commercial condominiums. We encourage everyone to become involved with their association, and serve on a board or on a committee. We think you will find the experience both interesting and rewarding.*

*Reprinted-Carlyle Management Company of Ethan's Green Homeowners Association*

The Woods of Ethan's Green Association-Homeowner Information

Home Owner Association Living

Table of Contents

1. Welcome/ Introduction/ Rules and Regulations (p 1-9)
2. Walton Blvd. Contact Sheet (front of green folder)
3. Cover letter and consent request to Amend Code of Regulations covering Expansion of Board from three to five members dated June 8, 2004. Amendment passed and announced at Annual Meeting November 10, 2004.
4. City of Twinsburg
  - Rubbish collection is on Tuesdays
  - Recycle bins information call 330-963-6212
  - The City post sign at city limits re:
    - Changes in rubbish collection day
    - Chipping of brush and tree dates

Sources of information related to The Woods of Ethan's Green (each original owner provided with the following which are to **remain** with the house.

The Woods of Ethan's Green

- Declaration of Covenants, Conditions, Easements, and Restrictions
- First Amendment to Declaration of Covenants
- Second Amendment to Declaration of Covenants
- Code of Regulations
- Replacement from the management company at cost.

Ethan's Common Homeowners Association, Inc.

- Amended and Restated Bylaws, Code of Regulations (Amended March 14, 2001).
- Replacement from ECHA, Inc. at cost.

**Welcome to The Woods at Ethan's Green. We hope you enjoy your home in this lovely community.** Our hope is to preserve The Woods at Ethan's Green for the enjoyment and safety of all homeowners. These Rules and Regulations, established upon The Declarations of Covenants, Conditions, Easements and Restrictions of The Woods at Ethan's Green, pertain strictly to this community. Please accept them as intended in the spirit of neighbors and friends working to maintain our community.

The Rules and Regulations consider the comfort, health and safety of all residents applied with common sense and reason. Your cooperation in upholding them is an essential component in maintaining our community for the enjoyment of all owners.

It is recognized that each unit owner must give up a certain degree of freedom of choice which she/he might otherwise enjoy in separate, privately owned property. (Reference: The law firm of Kaman and Cusimano devotes a substantial portion of its legal practice to the area of Community Association law).

We ask that you use this booklet for a reference. Please do not hesitate to contact the Management Company or a Board Member for additional information or assistance. The Declarations of Covenants, Conditions, Easements, and Restrictions of The Woods at Ethan's Green and Code of Regulation of The Woods at Ethan's Green Homeowner Association are other information sources.. A copy may be obtained at cost from the Management Company. Thank you,

The Woods at Ethan's Green  
Board of Trustees

Associated Property Management LLC.  
789 West Lafayette Road  
Medina, Ohio 44256  
Toll free 866-575-0025

## **THE ASSOCIATION**

Homeowners elect The Board of Trustees ( not less than three (3) nor more than five (5) members) at the annual meeting. This Board acts on behalf of the homeowners to manage The Association's affairs. A professional management company is retained to service the day to day operations.

- Owner's issues are to be directed to The Management Company.
- Owners /Occupants are not to give instruction to maintenance or contracted service employees (i.e. landscape /snow removal). This is to ensure that the contracted agreement is performed as stated in the service contract.

## **ASSOCIATION RESPONSIBILITY**

1. Landscaping, including grass cutting, fertilization of lawns, pruning of builder installed trees and shrubs in front of homes and Common Area trees and shrubs (except those areas designated to remain in natural state).
2. Snow removal from driveways, parking pads and private road (Walton Drive).
3. Repair/replace parking pads, Walton Drive and circle sidewalk.
4. Maintenance of wooden and iron fencing, Gatehouse, lighting, front sprinkler system and entrance walls.
5. Maintenance/repair of mailboxes, flags, posts and address numbers.

## **RULES AND REGULATIONS**

### **HOMEOWNER**

#### **General**

1. Each home shall be used exclusively for single family residence purpose.
2. No business, industry, occupation, profession or trade of any kind is permitted to be maintained or conducted on the property.
  - a) Homeowner may use a portion of his/her home for his/her office/studio provided the activities therein do not interfere with the quiet enjoyment or comfort of any residents.

b) Activities shall not involve the performance of any services by the resident.

3. Excess noise and disturbances to other owners are prohibited. Please respect your neighbor's rights to peace and quiet enjoyment.

4. All personal property such as toys, bicycles, basketball hoops, rafts, boats and etc. are to be stored inside homes and garages when not in use.

5. Portable BBQ grilles must be kept on patios /decks or properly stored.

6. Spa/hot tubs area permitted on existing outdoor patios/decks with the prior written approval of The Board.

7. Clothing, blankets, laundry are prohibited from being hung outside or otherwise exposed on the property.

8. Window treatments may include draperies, curtains, shades and blinds. Blankets, sheets, paper products are prohibited.

9. Storm doors are to be white frame with full view glass.

10. Garage sales permitted in conjunction with the Ethan Green's annually scheduled date.

11. No enclosed fences are permitted. Privacy fences are permitted only with prior approval of The Board and The Ethan's Common Homeowners Association.

12. Satellite Dish

The Woods at Ethan's Green recognizes that The Federal Communications Commission (rule 47 C.F.R Section 4000) prohibits the restriction of a satellite dish. It does permit the following requirements.

- a) Requirement of notice to install to The Management Company .
- b) Approval of location and size (39.37 inches).

- c) Limit of one (1) per property.
- d) Owners are responsible for all cost of maintenance and any damage caused by satellite dish.

### 13. American Flag

Pursuant to Article VII, Section 4, The Declaration, Covenants, Condition, Easement, and Restrictions at the Woods at Ethan's Green American Flags are permitted providing:

- a) Rules or customs pertaining to proper display are honored.
- b) Size does not exceed what is reasonable- (3x5 ) recommended.
- c) Material is limited to nylon, polyester, or cotton.
- d) Limited to one (1) per property.
- e) Flagpoles are recommended to be attached near the garage. Note- Finestone (stucco) is not a strong material).

### **HOMEOWNER RESPONSIBILITY**

1. Maintain the interior and exterior of home, any private sprinkler system and exclusive use area in good condition and repair consistent with Association standards.
2. Repair/replacement of driveway required to keep in good condition.
3. Removal of snow/ice on walkway between owner's home and driveway, Treatment of ice on driveway is at homeowner's discretion and expense.
4. Maintain patio/ deck in safe and good condition.
5. Water the lawn and maintain all landscaping installed. Landscape changes must be approved first by The Board.
6. Shrubs and trees that have disease, grown unmanageable or died are removed and replaced at homeowner's expense.
7. Maintain a rubbish free area.
8. Trash and recycle containers are to be stored in the garage.

If homeowners do not want the landscaping company to trim their shrubs and trees notify The Management Company to be placed on the "**No Trim List**."

***REMINDER-ALL CHANGES MUST HAVE PRIOR BOARD APPROVAL***

**HOMEOWNERS UNWILLING TO DO NECESSARY CARE**

1. Will be notified by letter from management regarding situation and requested to respond within ten (10) days.
2. Failure to respond: The Board has the right( but not obligation) to provide replacement/ repair which will be billed to owner with monthly fee.

**MODIFICATION REQUESTS**

1. Request for exterior architectural changes and/or modifications by an owner are processed in the following manner:
  - a) Detailed request must be submitted in writing to The Management Company.
  - b) The Management Company copies and distributes all written material to The Board within ten (10) working days of the receipt of notice.
  - c) The Board notifies the owner via The Management Company in writing the approval or denial within thirty (30) days after receipt of written request.
  - d) Rear permanent retractable awnings with prior written Board approval may be installed. The request must state the type of material, size, location and structure style. These requests are processed as stated above.
  - e) Landscape changes submitted with design details are processed by The Board within ten (10) days.

**DRIVEWAYS, GARAGES, PARKING AND VISITOR PADS**

**DRIVEWAYS**

1. All driveways must be kept clean of all debris, grease, oil, gas and damaging fluids.
2. Homeowners are required to maintain driveway in good condition.
3. Owners are liable for damage to Common Area parking pads caused by owners, visitors or service vehicles
4. Treatment of ice on driveways is at owner's discretion.

## GARAGES

1. Garages are the primary parking space allocated for each homeowner.
2. Garage doors are to be closed when not in use.
3. Vehicle repairs limited to within the homeowner's garage.
4. Recreational vehicles including (such as campers, boats, motorcycles and trailers) must be kept inside homeowner's garage.
5. Disabled and inoperable vehicles must be stored in garage.
6. A vehicle not used on a regular basis or within forty-eight (48) hours must be stored in the garage.

## PARKING

1. In compliance with The Twinsburg Parking Ordinance street parking is not permitted, Exception: special celebrations. Police Dept. must be notified to avoid being ticketed.
2. Vehicles in excess of (3/4) ton or any vehicle licensed or equipped for commercial purpose are prohibited from parking on the property. Exception: service or maintenance repair vehicles permitted during performance of service.
3. Parking of commercial vehicles on the property is prohibited.
4. No parking on the grass is permitted.

## LICENSE TAGS

All vehicles on the property must bear current license tags.

## VISITOR'S PARKING PADS

1. Parking pads are for visitors only.
2. Please notify The Management Company if visitor's car will be using pad for over seventy-two (72) hours to avoid towing.
3. Owners may use pads for short term (1-5 hours) for garage cleaning or service requirements. Not to be used as personal parking space.

## VIOLATIONS

1. Vehicles found in violation of Rules & Regulations may, in addition to other remedies, be towed and stored at owner's expense.
2. Violations are assessed per address **NOT** vehicle.
3. Violators are ticketed.

## PETS

1. A total of two animals permitted per household.
2. All pets must be hand leashed at all times when outside the home and accompanied by responsible person at all times.
3. Pet owners are responsible for immediate and complete clean up after their pet.
4. Owners are responsible for any damages caused by their pets in The Association.

## COLLECTION POLICY

1. All assessments including maintenance fees are due the 1st day of the month and are considered late if not received by the 10th day.
2. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance (Subject to increase upon further notice).

## COLLECTION COST

Any cost, including attorney fees, recording costs, title reports and /or court costs incurred by The Association in collection of delinquent maintenance fees, penalty assessments, and special assessments will be added to the delinquent owner's account.

## COMPLAINT /HEARING POLICY

1. Complaints against violators of the Rules & Regulations are to be submitted to

The Management Company in writing and must contain a signature.

2. The Management Company will contact the owner and attempt to resolve the complaint.
3. If reasonable efforts are unsuccessful, the following actions will be taken: a written notification specifying the violation and action required to correct it will be sent to the owner. The owner then has seven (7) days to comply.
4. If the violation is not corrected within the seven day period, the Board will send a written hearing notice to the homeowner. The notice will contain:
  - a) Nature of violation
  - b) Time and date of hearing (including at least a ten (10) days notice.
  - c) Request to attend and to present any statements.
  - d) The intent of The Board to impose up to a Fifty Dollar (\$50.00) assessment per occurrence.
5. At the hearing the homeowner and The Board are entitled to present any evidence. This hearing is held in Executive Session. Proof of the hearing, evidence of written notice and intent to impose assessment shall become part of the minutes. The majority vote of The Board members present is the final decision.
6. The same violation repeated in the future automatically results in an assessment.

#### SIGNS

All signs are prohibited except "for sale" signs placed inside a window and security signs placed near the house foundation.

#### **SALE OF HOME**

1. Current homeowner must notify in writing The Management Company of intent to sell within five days of listing home.
2. "For sale" sign permitted in window only.
3. After sale agreement is executed the owner and /or their realtor must notify The Management to arrange for the sellers fee update letter and for the buyers certificate of insurance.
4. Current owner is responsible to provide
  - a) Copy of Declarations of Covenants, Conditions, Easements and Restrictions of The Woods at Ethan's Green and Code of Regulations.

- b) Copy of Code of Ethan's Common Homeowners Association, Inc. documents.
- c) Written notice of all changes and improvements which are responsibility of homeowner to maintain and/or repair (ex.-plantings of additional shrubs/trees).
- d) Any pending or enforced assessment.

## **LEASE OF DWELLING**

No home shall be leased, let or rented. The intent is to create a community of resident owners. To meet a special situation and avoid undue hardships or practical difficulty each owner has a right to lease their dwelling providing :

1. Owner gives prior written lease request to The Board to lease their home. It is understood that lease is one-time period not less than six(6) consecutive months nor more than twenty-four (24) consecutive months.
2. The one time hardship exception of up to twenty-four (24) months may not under any circumstances be extended.
3. Any lease must be in writing.
  - a) Lease shall be subject to terms of the Declarations, Covenants, Easements and Conditions and Code of Rules and Regulations of The Woods at Ethan's Green. Failure to comply will be a default under the lease.
  - b) The Association shall have the right to require the owner to deposit such amount considered appropriate as security to provide for repairs and maintenance.
  - c) The owner provides a copy of the rental/lease to The Management Company and the names, address, home and work phone numbers of occupants before their residency occurs for The Board review and approval.
4. Home must be occupied by one (1) single family.
5. "For Rent" signs are prohibited.
6. Sub-leasing is prohibited.
7. Any land contract for sale of dwelling must be recorded and a copy delivered to The Board.

Your considerations and suggestions are always welcome. Please feel free to call a Board member with any questions you may have.

We are in "The Woods" for everyone's mutual benefit.