

**LAKE ERIE SHORES
HOMEOWNERS
ASSOCIATION, INC.
HANDBOOK OF RULES
AND INFORMATION**

Date Approved: March 6, 2014
Date Enacted: May 1, 2014

WELCOME AND INTRODUCTION

Welcome to Lake Erie Shores Homeowners Association, Inc. ("Master Association"). The Master Association is a single-home community located on the shores of Lake Erie in Painesville Township, Ohio. The Master Association consists of single-family homes and condominium units on various Parcels. The Living Units include the Parcel, but not the Common Elements. The Master Association does not maintain the dedicated roadways. The open areas are maintained for the benefit of the Owners and Occupants.

The Master Association is governed by the Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores. The Master Association elects a Board of Directors ("Board") consisting of three members or spouses of members; one elected each year for 3-year terms. Each year the Board elects officers following the Annual Meeting, which is held in the first quarter of the year.

The Board has currently contracted with a Management Company to handle the day-to-day operations of the Master Association. The Management Company's job includes, handling accounts receivable and payable, soliciting bids, overseeing general maintenance and repair work performed on the Master Association's behalf, and communication to the Owners and Occupants. All requests and concerns are to be directed to the Management Company. Owners and Occupants are prohibited from giving work instructions to any Master Association service contractor, e.g. landscaper, snow plower. 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

The Board is committed to reasonably maintaining and enhancing the Property so that it remains a beautiful and desirable community in which to live. To accomplish this, the Board has adopted rules and regulations pursuant to the authority granted by the Bylaws. These rules supersede any previously adopted rules and are intended to supplement the Master Declaration, Bylaws and other governing documents of the Master Association, but not supplant or amend them. In the event of an inconsistency or conflict between these rules and the other governing documents of the Master Association, the provisions of the other governing documents will supersede and apply.

We live and interact closely with our fellow Occupants. Common courtesy dictates that our actions not infringe on or impair the rights and quality of life of other Occupants. These rules are designed to ensure that each of us enjoys our Living Units. Each member of the community, whether Owner, Occupant, tenant or guest, must abide by the standards of the community and comply strictly with the Master Declaration, Bylaws and these rules, which will promote the harmony and cooperative purpose of the community, as well as reasonably enhance and protect the value and marketability of all our Living Units. Each Owner is responsible for conduct of their family members, guests, tenants and other Occupants of the Owner's Living Unit while they are within the community, whether the action occurs on and off the Owners' Parcels.

CHANNELS OF COMMUNICATION

The Board of Directors is responsible for making reasonable decisions affecting the Master Association. Decisions concerning the Property are made during Board meetings. In between Board meetings, the Master 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 Elements, please direct the matter to the Management Company, in writing, and your information will be submitted to the Board for review.

In the case of an emergency, such as a fire, you should immediately contact the fire and/or police departments.

Board members are not individually responsible for resolving Master Association matters and can only act and decide on issues brought to their attention by the Management Company as a whole Board.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted on Master Association-related matters outside of Board meetings, unless directed to do so.

Again, all communications must be directed through the Management Company to ensure that your concerns and questions are properly addressed and answered. The only exception is that you must send a letter directly to any Board member concerning problems that you have with the Management Company.

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SECTION I

ARCHITECTURAL CONTROL COMMITTEE (ACC)

DESIGN REVIEW COMMITTEE/ BOARD OF DIRECTORS

To maintain the architectural character of the Property, the following guidelines and requirements apply to all Owner applications for approval of the Board as to construction, installation or alteration of improvements.

Application Form

Owners must submit a written Application request to the Board on an Application form adopted and provided by the Board. This form is included in this Handbook and available upon request from the Management Company.

Submitting Plans/Specifications

Owners must submit to the Board the Application referred to above and a set of plans of the exterior improvements intended to the Living Unit and/or Parcel, or proposed exterior structures to be built, which are adequate or sufficient in detail, and which will include, be subject to, or handled as follows:

- A. The set of plans will be kept by the Master Association for its records. The Board will review and mark whether the plan is approved or rejected.
- B. All approvals or rejections of the Board shall be in writing to Owner. If the Application and plans are rejected, the Board will provide an explanation in writing, and where appropriate, provide information or suggested changes which, if adopted by Owner, would enable the Board to grant approval.
- C. Color schemes of buildings and structures must be the same as the color scheme of the Living Unit located on the Parcel where the building/structure will be sited.
- D. Building materials must be the same as used in construction of the Living Unit (when possible), and located on the Parcel where the building/structure will be sited. **Metal, molded plastic or PVC sheds are prohibited on the Property.**
- E. The plans and drawings, as well as information provided by Owner on the Application must be adequate and detailed enough for the Board to reasonably understand and know exactly what Owner intends in all respects as to the construction, installation or alterations involved.
- F. Any utility service, including without limitation water, electricity and gas to the building or structure involved must be underground.
- G. External lighting must be installed as to not infringe upon other Parcels or be a nuisance to other Owners or Occupants in the use of their Parcels or Living Units. (For example: shining in a bedroom window of another Living Unit.)
- H. Owners must provide commencement and completion dates for the requested project.

Appeal Rights if Board Rejects

If the Board rejects or disapproves an Application, the Owner applicant may apply for an appeal to the Board, in writing, which appeal will be subject to and handled pursuant to the hearing provisions set forth below applicable to requesting a hearing regarding enforcement assessments.

As Built Must Conform to Submitted Plans

The completed construction, installation or alteration as built must conform to the Board-approved Application and plans. If the project deviates from the Application or plans; and, in the opinion of the Board, is not harmonious or compatible with the surrounding Living Units and Parcels or the standards of the community as evidenced by other Living Units and Parcels, the Board may require Owner to modify the as built project to conform to the approved Application and/or plans, including without limitation requiring the Owner to tear down or remove what was installed, built or altered and to start over on the project if that is reasonably necessary in order to accomplish a harmonious result compatible with the community.

Board Right to Retain Experts/Contractors and Recovery of Costs

The Board may retain and use the services of a contractor or consultant where it feels it is reasonably necessary in order to properly review, understand an application or plan, and to determine whether an Application or plan should be approved. If the ACC/Board decides to use such services, (1) it will notify the Owner in advance that it is retaining the contractor or consultant and his/her hourly rate or fee, and (b) the Owner must pay for or reimburse the Master Association for the cost of the contractor or consultant services within 1 month of the Master Association mailing a copy of the invoice to Owner.

Meaning of "Board"

"Board" as used in this Section I shall also mean and refer to any committee or persons or Directors to whom the Board delegates the task of reviewing any Application or request, and determining whether it should be approved or rejected.

SECTION II

COMMON ELEMENTS AND MASTER ASSOCIATION RESPONSIBILITIES

Common Elements refers to the areas within Lake Erie Shores that are devoted to the common use and enjoyment of all Occupants. The Master Association has the duty, to reasonably maintain the Common Elements. Common Elements shall include all open spaces, roads, and areas not specifically within the Parcel lines for each Living Unit.

The Master Association is responsible for reasonable maintenance of the following:

- A. Mowing, pruning, trimming, mulching and fertilizing all grassy and landscaped and other open areas, including the perimeter buffer areas, within the Common Elements (excluding areas remaining in their natural state).
- B. Maintenance and repair of the playground/pavilion parking lot and pathways and the parking lot and pathways and bridges associated with the Beach and pavilion areas. Snow and ice shall be removed from designated parking areas to keep the same reasonably free from such snow and ice as the circumstances may reasonably permit.
- C. Maintenance and repair of utility facilities within the Master Association to the point where they intersect with a Parcel, including lighting installations, water, sewer, gas, electric and cable television lines.
- D. Maintenance, safe upkeep and lease payment for those areas of shoreline which are associated with the common beach area of approximately 600 feet and its related submerged land lease for this specific area.
- E. Maintenance of the beach, stairways to the beach, upper bluff and picnic areas in a clean and safe condition, and in good repair.
- F. Maintenance of all Common Elements, including open areas and all walks and paths.

SECTION III

OWNER RESPONSIBILITIES

Owners must properly maintain their yards and landscaping and the exteriors of the structures on their Parcels. Proper and periodic maintenance of yards and structures is important to the quality and character of the community, and helps maintain property values and marketability for the benefit of all Owners of the community.

All exterior areas must be consistently maintained and kept in a clean and attractive condition, so the landscaping and all improvements on the Parcels are kept attractive and compatible and harmonious with high standards for a well-maintained residential community, which includes the following specific areas:

- A. **Yard Maintenance** – Yards must be periodically maintained. Such maintenance must include: lawns must be mowed and periodically fertilized and watered, trees and shrubs pruned, dead limbs removed, planters, lawns, shrubs and planting beds kept weeded, woodpiles must be screened from public view, leaf piles and other yard waste must be removed or placed in an attractive container suitably located and screened from public view, and moss must be removed from driveways and walkways.
- B. **Living Unit and Exterior Maintenance** - All structures upon each Parcel, including the Living Units, must be maintained in good condition and repair. Such maintenance and repair must include: paint and/or stain on each structure (Living Unit, fence, deck, etc.) in a uniform color, and without significant fading, cracking or peeling. Roofs must be kept in good repair and free of moss/algae.
- C. **Mailboxes** – are to be installed by the Owner and/or their Builder and must conform to the approved style and design as determined by the Master Association. Owners are responsible for maintaining the mailboxes. Additional newspaper boxes and/or posts are prohibited along side of the mailboxes.

SECTION IV

PRESERVATION EASEMENTS, LOCAL SERVICE DRAINAGE EASEMENTS, STORMWATER EASEMENTS AND DRAINAGE EASEMENTS

PRESERVATION EASEMENTS

Certain Preservations Easements have been or may be granted by the Developer and/or the Master Association and certain wetlands have been or may be designated by the Developer and/or the Master Association across portions of certain parcels throughout the Property. The Owner of any Parcel subject to any such Preservation Easements or otherwise designated as a protected wetland area must abide by the terms and conditions of any such Preservation Easements or restrictions governing such protected wetlands and not cut or otherwise remove any trees or other vegetation from such areas unless the same are dying or otherwise diseased and the Owner has obtained the prior written approval of the Board for such cutting or removal.

LOCAL SERVICE DRAINAGE EASEMENTS

Owners of Parcels containing Local Service Drainage Easement areas are prohibited to install obstructions including, without limitation, fences, sheds, trees, shrubs, retaining walls that prohibit access to or the free flow of water to any drainage area (e.g. basins, swales, streams, etc.) or support systems buried underground. In the event an obstruction is placed on a Local Service Drainage Easement area and must be removed or otherwise altered, the expense for such replacement or alteration will be the Owner's responsibility.

Person(s) are prohibited to interfere with the free flow of water through any drainage ditches or storm sewers within the Property. Painesville Township or other governmental authorities having jurisdiction have the right to enter upon the Common Elements to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving flooding conditions or threatened flooding conditions which might be harmful to other property within the Township.

SECTION V

SALE/LEASING OF LIVING UNIT

SALE OF A LIVING UNIT

- A. Within 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 maintenance fee update letter.
- B. At the same time, the Owner must provide the following:
- i. Names of all Occupants
 - ii. Home and business mailing addresses
 - iii. Home and business telephone numbers
 - iv. Name, business address and telephone number of any persons who manage the home on behalf of the Owner
 - v. Any change in the information required in (i) to (v) must be provided to the Management Company within 30 days of the change.
- C. 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.
- D. The seller is responsible for providing the following information to the buyer:
- i. Copy of the Master Declaration and Bylaws, and any amendments
 - ii. Copy of Handbook of Rules and Information

LEASE OR RENTAL OF A LIVING UNIT

All Owners who rent their Living Units, whether the tenant is paying rent or not, are subject to this Rule, including where Owner rents to a family member.

- A. Living Units are prohibited to be rented or leased for transient or hotel purposes, defined as periods of less than 6 months.
- B. "For Rent" and "For Sale" signs shall be permitted by the Master Association, provided that such signs shall meet the requirements of all applicable governmental agencies.
- C. The Owner must provide the Management Company with the following information prior to tenant move in:
- i. Copy of Lease
 - ii. Full name, correct mailing address, and telephone number of tenant
 - iii. Names of all Occupants
 - iv. Telephone numbers of Occupants
- D. Owner is responsible for making the Occupants aware of the Master Declaration, Bylaws and Rules.
- E. The Owner is responsible for the Occupant's/tenant's violations of the Master Declaration, Bylaws and Rules. The Owner is responsible for any rule violations, enforcement assessments, and all other damages and any recourse the Owner may wish to take against an Occupant/tenant who is in violation.

- F. The lease document must contain a clause making it subject to the covenants and restrictions in the Master Declaration, Bylaws and Handbook of Rules and Information.

SECTION VI PARKING, MOTOR VEHICLES AND ROADS

Owners must use their garage as the primary parking space. Driveways are to be used for secondary parking.

- A. The following vehicles are prohibited from being parked outside of the garage or stored on the driveway for more than 7 days:

Trucks (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat trailer, all terrain vehicle, airplane, motorcycle, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed.

- B. Tractor trailer, commercial tractors, commercial vehicles, road machinery or excavating equipment is prohibited to remain on the Property or on the public right-of-way adjoining the Property, except as necessary for the construction, reconstruction or repair of buildings or structures on the Property.

SECTION VII BEACH, PAVILION AND RECREATIONAL RULES

- A. The beach and park pavilions are for use by Occupants and guests. Occupants who would like to reserve the beach or park pavilion for an event must sign and complete a **Pavilion Reservation Agreement** form (copy included in Forms Section) and return it to the Management Company along with a refundable deposit check in the amount of \$50 payable to: **Lake Erie Shores HOA**. The check will not be deposited unless the Pavilion Reservation Agreement is breached. You may contact the Management Company Monday – Thursday between the hours of 8:30 and 4 p.m. to reserve a pavilion. **PAVILION RESERVATIONS ARE NOT CONFIRMED UNTIL THE DEPOSIT CHECK IS RECEIVED BY THE MANAGEMENT COMPANY.**
- B. All Occupants and guests using the beach are required to present identification to the security monitors. Each Owner has been given 2 beach tags and 2 parking permits. Replacement tags and permits can be obtained from the Management Company at a cost of \$10 per tag/permit.
- C. Occupants are responsible for proper removal of their own trash from the beach and recreational facilities. All individuals are required to empty all garbage cans immediately following their event into the garbage totes provided. If the totes in the pavilions are full, there are additional totes provided by the port-a-potties. Occupants are responsible for proper storage and/or removal of all rubbish accumulated from their event(s).

- D. Pets must remain on a hand-held leash and are prohibited in the recreational mulched area.
- E. Occupants are responsible for immediately cleaning up after their pet(s).
- F. Motorized vehicles are prohibited on grassy areas or pathways.
- G. The throwing of rocks and mulch is prohibited.
- H. The use of foul language is prohibited.
- I. Organized sports teams are prohibited to use Common Elements.

SECTION VIII PETS

- A. No more than a total of 2 dogs, cats, birds or other customary household pets approved by the Master Association may be kept in a Living Unit, provided they are not kept, bred or maintained for any commercial purpose.
- B. Pet owners must carry liability insurance for any pet(s) that go onto the Common Elements, and Lake Erie Shores Homeowners Association must be named as additional insured.
- C. Pet owners are responsible for the immediate and complete clean-up after their pet(s).
- D. Pets must be on a hand-held leash at all times when outside the Living Unit, except those with approved visible fences. Pets are prohibited from running free and must be accompanied by their owners at all times, except for those with approved visible fences.
- E. Any pets staked on leash lines are prohibited to go beyond individual Parcel boundary lines.
- F. Pets creating a nuisance or causing unreasonable disturbance, including excessive barking or other animal noises, whether indoors or outdoors, may be permanently removed from the Property upon 3 days' written notice from the Board.
- G. Dogs identifiable, as a whole or in part, of a breed commonly known as "Pit Bull" or Rottweiler are prohibited on the Property.
- H. Owners must have control at all times of their pets so that the pet does not attack or interfere with the freedom of movement of a person or their pets on the Common Elements, vehicles, and other pets.

SECTION IX
RECORDS REQUEST POLICY
(Approved September 21, 2011)

I. RECORDS AVAILABLE FOR INSPECTION

- A. The records available for inspection and/or copying are as follows: Any and all documents pertaining to operation of the Lake Erie Shores Homeowners Association, Inc. in accordance with State of Ohio Statutes governing Homeowner's Associations except as provided below.
- B. The Master Association's Board may withhold from inspection any records that in its reasonable business judgment would:
 - i. Constitute an unwarranted invasion of privacy;
 - ii. Constitute privileged information under the attorney-client privilege;
 - iii. Involve pending or anticipated litigation or contract negotiations; and/or
 - iv. Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee.

II. ALL REQUESTS FOR RECORDS MUST BE IN WRITING

- A. An Owner who wants to inspect a copy of the Master Association's records must submit a written request to the Board or Manager. The request must specify the particular record(s) desired, including pertinent time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested.
- B. No Owner may submit more than one request for inspection and/or copying in a 30-day period.

III. ONLY OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT

- A. Every Owner shall have the right to inspect or copy the Master Association's records in compliance with the rules and procedures contained in this policy.
- B. An Owner may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the owner's behalf.

IV. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

- A. All inspections shall take place at the Master Association's office or at such other location as the Board designates. No Owner shall remove original records from the location where the inspection is taking place.
- B. The Master Association shall make records available for inspection on or before the 14th business day after the Master Association actually receives the written inspection request. This time frame may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Master Association shall notify the Owner (by telephone, in person, or in writing) that the records are available, and specify the time, date, and place for the inspection.

- C. Records shall not be altered in any way.
- D. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operations of the Master Association office or such other location where the inspection or copying is taking place. The Master Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that one staff person.
- E. During an inspection, the Owner may designate for copying such records by use of a tab, clip, or Post-It note upon the page(s) desired.
- F. Copies shall be available within 14 business days of receipt of the request, unless the voluminous nature or condition of the records makes this time frame impractical. In such cases, the copies will be made available as soon as practical.
- G. Owners shall not exercise their inspection or copying rights to harass any other Owner or Occupant, Association, agent, officer, director, or employee.

V. CHARGES FOR COPIES/INSPECTION

- A. Upon written request, owners shall be provided meeting minutes at no charge.
- B. Other than meeting minutes, the Owner shall pay \$.20 per page for copying regular or legal- sized records. In addition, the Owner shall pay a minimum clerical fee of \$0.00 for the copying of pages 1 through 50 plus and additional fee of \$0.00 for every increment of 50 pages copied thereafter.
- C. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The Owner shall pay \$50.00 per hour in quarter hour increments for staff attendance at the records inspection.
- D. The Owner shall pay the costs of copying and/or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

SECTION X SATELLITE DISH INSTALLATION

Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Owner or Occupant contemplating the installation of a satellite dish/antenna elsewhere on the Property must comply with Declaration Article VII, Section 10.

SECTION XI TRASH REMOVAL

- A. Owners are to arrange for trash collection through the same company as has been selected by the Master Association.
- B. Trash containers, debris containers and recycling bins must not be put out prior to dusk the evening before pick up is scheduled. All rubbish should be out for collection by 7 a.m.
- C. All trash containers and debris containers must have lids tightly attached at all times when placed curbside for pick up. The contents of recycle binds must also be secured against scattering.
- D. Trash containers must be retrieved and stored out of sight the evening of the day of collection.
- E. All trash containers shall be stored in a manner that they cannot be seen from adjacent and surrounding property.
- F. Parcels are prohibited to be used as a dumping ground for trash of any kind.
- G. Yard rakings, dirt and debris resulting from landscaping work or construction are not to be dumped onto adjoining Parcels, Common Elements, or streets.
- H. Littering is prohibited.

SECTION XI COMPLAINT PROCEDURE

- A. Complaints against anyone violating the Rules must be submitted to the Management Company in writing or by email and must contain the nature of the violation(s), date of the violation(s) and the name of the violator, and the complaint must contain the signature, address and telephone number of the individual filing the complaint.
- B. If a violation is found, written notice of the violation will be sent or delivered to the offending Owner giving him/her a deadline date for compliance. 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.
- C. If after reasonable efforts to gain compliance are unsuccessful, the offending Owner may be subject to an enforcement assessment in accordance with the penalty provisions contained in the Enforcement Procedure section.

SECTION XII

ENFORCEMENT PROCEDURE AND ASSESSMENTS FOR RULE VIOLATIONS

If the Rules stated in this document are not followed, the following consequences may occur:

- A. The Owner is responsible for any violation of the Master Declaration, Bylaws or Rules ("Governing Document") by the Owner, guests, or the Occupants, including tenants, of his/her Living Unit.
- B. Notwithstanding anything contained in these Rules, the Board has 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.
- C. All costs for extra cleaning and/or repairs to the Common Elements or other property stemming from any violation will also be added to the responsible Owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined 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.
- E. Prior to the imposition of a charge for damages to the Common Elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:
 - i. Written notices(s) will be served upon the alleged responsible Owner specifying:
 - (a) If applicable, and in the absence of any emergency involving an imminent risk of damage or harm to Common Elements or other property or to the health or safety of any person, a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment; and
 - (b) A description of the property damage or violation; and
 - (c) The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - (d) 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.
- F. 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 10th day after receiving the notice required by Item A above.

- i. If an Owner timely requests a hearing, at least 7 days prior to the hearing, the Board shall provide the 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 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 charges for damages or enforcement assessment imposed within 30 calendar days of the hearing.
- G. The Master Association may file a lien for a charge for damages and/or an enforcement assessment and/or damage charges which remain unpaid for more than 10 days.

SECTION XIII ASSESSMENTS

Assessments are fees collected to cover common operating expenses, reserve fund expenses and special expenses.

Common Expenses

Common Expenses of the Master Association include such items as the cost and repair of the Common Elements (i.e. private lights, signs, landscaping, structures, etc.).

Reserve Fund

The Master Association maintains a Reserve Fund to cover future capital expenses for such items as parking asphalt, bridges, fences, irrigation system, light poles, recreational equipment, etc.

SECTION XIV COLLECTION POLICY

- A. All Assessments, including maintenance fees, are due on the 15th day of February of each year and are considered late if it remains unpaid for 10 days after the due date.
- 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:
- i. Interest and/or administrative late fees owed to the Master Association.
 - ii. Collection costs, attorney's fees incurred by the Master Association.
 - iii. 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 Living Unit/Parcel.
- E. Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Master 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 Master Declaration, Bylaws or the Rules and Regulations, the Master 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 Master 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 Master 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.

LAKE ERIE SHORES HOMEOWNERS' ASSOCIATION, INC.

REQUEST TO INSPECT RECORDS

INSTRUCTIONS: This request form must be completed by any Owner desiring to inspect or receive copies of any Master Association books of account, meeting minutes, membership roster, or other Master Association documents. A minimum of five (5) business days is needed to process a request. If there is a question with any request, the owner shall be notified within a reasonable amount of time of the reason for the delay.

The Master Association requires that the Owner provide the reason for each record requested and the intended purpose of the request to protect the Master Association and personal confidences where necessary. It is the Intent of the Master Association to allow inspection of most Master 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 inspection take place in the presence of a Master Association representative.

Inspections of the Master Association's records shall take place during normal business hours at: **First Realty Property Management, Ltd., 6690 Beta Drive, Suite 220, Mayfield Village, OH 44143.** Copying charges shall be \$.20 per page and a minimum clerical fee of \$0.00 for the copying of pages 1 through 50 plus an additional clerical fee of \$0.00 for every increment of 50 pages thereafter. The actual cost of all mailing charges will also be the Owner's responsibility. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. You, the owner, agree to pay \$50.00 per hour in quarter hour increments for staff attendance at the records inspection. All inspection, copying, and mailing charges will be assessed to the Owner's account and/or paid in advance, as the Board shall determine.

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

OWNERS NAME: _____

ADDRESS: _____

PHONE NUMBERS: _____

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

Please list the Master Association records you wish to inspect. In addition, for each of the records listed, please provide the reason and purpose for the request. If additional room is needed, please attach a sheet hereto:

	RECORD REQUESTED	REASON AND PURPOSE OF REQUEST
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Preferred inspection dates and times: _____

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

_____ YES _____ NO

If you prefer receipt of record copies listed above via regular U.S. Mail, please check here:

_____.

Requests for mailed copies of records will be filled within fourteen (14) business days of receipt. The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed \$25.00, do you wish to receive the total estimate of the charges before receiving the requested records?

_____ 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 as stated above. I agree to indemnify, defend, and hold Lake Erie Shores Homeowners' Association, Inc., its Board Members, and its managing agent, and their respective successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account or paid in advance, as directed by the Board.

Signature - Owner

Date

Printed Name - Owner

LAKE ERIE SHORES HOA

Guidelines for Submitting an Architectural Request

To submit a request for architectural changes, you must adhere to the following guidelines:

1. Fill out the attached "**Request for Architectural Approval Form**". You must include all the requested information, including, but not limited to: location, size, color, building material, exterior finish, dimensions, utilities, and types of plants and quantities to be used.
2. Include with the request a copy of your **Plat Map or Lot Survey**. You should have received this document at your closing. If you do not have a plat map, you will need to contact your county tax department or Painesville Township Building Department. You must draw the location of the proposed item directly on the map.
3. Include a **brochure, photo, picture or drawing** of what the project will look like when it is completed.

Your request cannot be processed without all of the above information included. **INCOMPLETE REQUESTS WILL BE RETURNED TO THE OWNER FOR COMPLETION.**

IT MAY TAKE UP TO **30 DAYS OR LONGER** TO PROCESS AN ARCHITECTURAL REQUEST AND RETURN A RESPONSE TO THE OWNER.

PROJECT IS PROHIBITED TO BEGIN WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.

REQUEST FOR ARCHITECTURAL APPROVAL
(Return to Management Company)

OWNER NAME: _____

ADDRESS: _____

PARCEL #: _____ PHONE NOS: _____

EMAIL ADDRESS: _____

DATE SUBMITTED: _____

THE ARCHITECTURAL REVIEW COMMITTEE HAS 30 DAYS TO REVIEW YOUR REQUEST. PLEASE WAIT FOR WRITTEN APPROVAL BEFORE STARTING ANY PROJECTS.

TYPE OF MODIFICATION:

_____ ADDITION _____ FENCE _____ DECK/PATIO _____ PORCH
_____ SHED _____ POOL _____ OTHER: _____
_____ LANDSCAPING (DESCRIBE) _____

IMPORTANT: Please attach a detailed description of Improvements/Modifications, including the following information, if applicable, as well as a **PLAT (SITE) MAP** showing location and measurements of modification:

- | | |
|--|---|
| 1. Location | 7. Plans/Drawings/Photo/Brochure |
| 2. Size | 8. Roof Design |
| 3. Color | 9. Exterior finish |
| 4. Materials | 10. Dimensions |
| 5. Contractor | 11. Utilities |
| 6. Copy of Property Plat Map with proposed changes/additions shown | 12. Types of plants, quantities, addition or removal, existing or new plant bed, edge treatment |

WHAT IS ESTIMATED START DATE? _____

WHAT IS ESTIMATED COMPLETION DATE? _____

THE COMMITTEE RESERVES THE RIGHT TO REQUEST MORE INFORMATION TO CLARIFY THE REQUEST. REQUESTS FOR MULTIPLE CHANGES SHOULD BE SUBMITTED SEPARATELY.

NOTE: Owner is responsible to assure all Township approvals are received and that all Township and Master Association Covenants & Restrictions are adhered to. Owner is responsible for any drainage areas affected by any modifications.

All applications must be mailed to: FIRST REALTY PROPERTY MANAGEMENT, LTD.
6690 BETA DRIVE, SUITE 220
MAYFIELD VILLAGE, OH 44143

LAKE ERIE SHORES HOA PROJECT GUIDELINES

In an effort to make the approval process more efficient and user friendly, we have compiled guidelines for the following four projects: fences, decks, accessory buildings (garages, sheds, etc.) and swimming pools. Some of this information will also be required by the Painesville Township Zoning Department.

DECKS

Decks are considered an addition to a dwelling and must meet the setback requirements of the approved Flexible Planned Unit Development. Thirty (30) feet front setbacks from road right-of-way, side clearances of ten (10) feet or five (5) feet according to the plat of record, and rear yard clearance of twenty-two (22) feet. All measurements are from overhangs or closest point of structure to property lines.

1. A bird's-eye view site plan of your property showing lot size, where buildings are located and where you plan to build (showing clearances to property lines) must be submitted to the Management Company for approval and then to the zoning inspector before a zoning certificate is issued, and also where the deck will be located and its size.
2. The proper zoning fees must accompany each application.

ACCESSORY BUILDINGS (Garages, Sheds, etc.)

1. A bird's-eye view site plan of your property showing lot size, where buildings are located and where you plan to build (showing clearances to property lines) must be submitted to the Management Company for approval and then to the zoning inspector.
2. All accessory buildings shall be located in the rear yard with a minimum rear yard setback of ten (10) feet and side yard setbacks of either ten (10) or five (5) as recorded on the plat, except on corner lots, that side line clearance shall not be less than twenty (20) feet on the side street. Measurements will be from overhangs or closest point of structure to property lines.
3. No accessory building shall be erected to a height in excess of that of the main building to which it is incident and must not exceed ninety-six (96) inches from the ground to its highest point.
4. No accessory building will be larger than a total of 200 overall square feet.
5. All accessory buildings or sheds shall meet the requirements of the HOA being that it must have roof shingles matching existing house, siding to be color of existing house, and no shed shall be of aluminum or plastic or a Rubbermaid material.

FENCES

1. A bird's-eye view site plan of your property showing lot size, where buildings are located and where you plan to build (showing clearances to property lines) must be submitted to the Management Company for approval and then to the zoning inspector before zoning certificate is issued. There are separate regulations for types of fences in Lake Erie Shores that are different than North Shore Estates. Residents requesting fencing should consult their HOA restrictions on what type of fence is permitted in each area. The proper fee must accompany each application.
2. Fences are subject to the following regulations:
 - a. Fences shall not be placed in the road right-of-way.
 - b. Fences in any residential district shall not exceed six (6) feet in height.
 - c. Any fence facing a residential or commercial use, or residential or commercial zoning district, shall be erected so that the finished or flat side of the fence faces the adjoining residential or commercial use or zone. No fence shall be erected which is unsightly or irregular in shape or design.
 - d. Fences cannot extend past the front of any resident home in the LES community.
3. Fences shall not be erected, constructed, altered or relocated until an application has been filed and a permit issued by the zoning inspector and the Management Company of Lake Erie Shores.

SWIMMING POOLS

1. A bird's-eye view site plan of your property showing lot size, where buildings are located and where you plan to build must be submitted to the zoning inspector before a zoning certificate is issued.
2. Swimming pools shall be located in the rear yard with a minimum ten (10) foot rear yard setback and side yard set backs of either ten (10) or five (5) as recorded on the plat, except on corner lots, that side line clearance shall not be less than twenty (20) feet on the side street.
3. Every swimming pool (except those four (4) feet or higher above the surrounding ground with retractable steps or ladder) shall be completely enclosed by an aesthetically neutral fence or wall of sturdy construction not less than four (4) feet in height. Such fence or wall must effectively prevent a child from crawling or otherwise passing through or under it. Fence or wall must be maintained in good condition with a gate and locking device. *(Adopted October 1, 2002 by Resolution 2002-97, effective October 31, 2002).*
4. No above ground swimming pools are permitted on any residential property in North Shores Estates. Those in the main area of LES must abide by the deed restrictions and the above codes of the Township.

In order to expedite approval of submitted requests, owners should provide product information (i.e. manufacturer, color, type of material, style, etc.) to the Board and/or management company for review. The Board reserves the right to investigate applications and inspect material prior to processing the request. Please be aware, the rules may change at any time; however, it is the responsibility of homeowners to keep informed of those changes and to provide all necessary documentation.

LAKE ERIE SHORES HOMEOWNERS ASSOCIATION, INC. PAVILION RESERVATION AGREEMENT

This is an agreement between the Lake Erie Shore Homeowners Association, Inc., Painesville Township, Ohio, and the following named resident/host:

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Date of Reservation: _____ Time of Reservation: _____

Check One: Beach Pavilion _____ Park Pavilion _____

The following terms and conditions must be met to use the Pavilion(s):

1. Reservations are made on a first-come, first-serve basis.
2. To rent the pavilion(s), you must be an Owner/Occupant of the Lake Erie Shore Homeowners Association, Inc. at least 18 years of age or older, and be present at the function. Anybody wishing to reserve the pavilion must do so by contacting First Realty Property Management at (440) 720-0100.
3. Owners must be current on all of their fees due to the Master Association in order to reserve the pavilion.
4. The Owner must first call to secure the date, sign this agreement and forward deposit before the reservation can be confirmed.
5. Hours reserved include set-up time and clean-up time.
6. A refundable deposit of \$50.00 will be required. This check will not be deposited unless the Pavilion Reservation Agreement is breached.
7. For the \$50.00 deposit to be returned, the pavilion and adjacent grounds **MUST BE CLEAN AND RETURNED TO THEIR ORIGINAL CONDITION.** All decorations must be taken down (including any signs, balloons, decorations posted outside the pavilion area, tape, etc.), tables cleaned off, tables returned to original set up, the surrounding grounds cleaned up, and all trash removed from the area. If the Recreational Committee has to clean the pavilion or the grounds, the \$50.00 deposit will be forfeited to the Master Association's Recreational Committee Fund.
8. Occupant agrees to indemnify, defend and hold Lake Erie Shores Homeowners Association, Inc., its Board members and officers and Management Company harmless from and against any and all claims, demands, loss, cost, expense (including court costs and attorneys' fees), and liability arising from Occupant's use of the pavilion(s). The Lake Erie Shores Homeowners' Association, Inc., its Board members and officers and Management Company have no liability and/or responsibility should the Occupant/host and/or any guest suffer personal injury or property damage while using the pavilion(s) and/or other Common Elements within and/or as a result of said use.

9. A responsible Occupant/host adult must be present at all times during the party.
10. The Occupant/host is fully responsible for the conduct and behavior of their guests. The Occupant/host will reimburse the Master Association in full, if damage exceeds the security deposit for any and all damage to the Master Association's property or the property of other Occupants resulting from the actions or negligence of the Occupant/host or their guests.
11. The Occupant/host is responsible for informing their guests not to park in any unauthorized spaces/areas (e.g. fire lanes, hydrant side of street).
12. Nails, tacks, push pins, staples, etc. are prohibited to be used to hang decorations (e.g., use tape).
13. Violation(s) of the pavilion(s) rules and/or the Pavilion Reservation Agreement may result in, but not limited to, forfeiture of the deposit, payment of any and all additional damages incurred by the Master Association and loss of privileges for future use of the pavilion(s).
14. The Master Association reserves the right to add such additional terms and conditions to this agreement as it may deem appropriate for the requested use.
15. The signed contract and reservation deposit must be sent in immediately upon receipt of the reservation contract.

I/We, the undersigned Occupant(s), have read and understood the above agreement, will follow all of the terms and conditions and advise the guests of the rules.

I/We also understand that failure to do so may result in, but not limited to, a forfeiture of any and all deposits, additional damages and loss of future privileges for future use of the pavilion(s).

Signature of Occupant/Host: _____

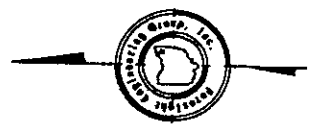
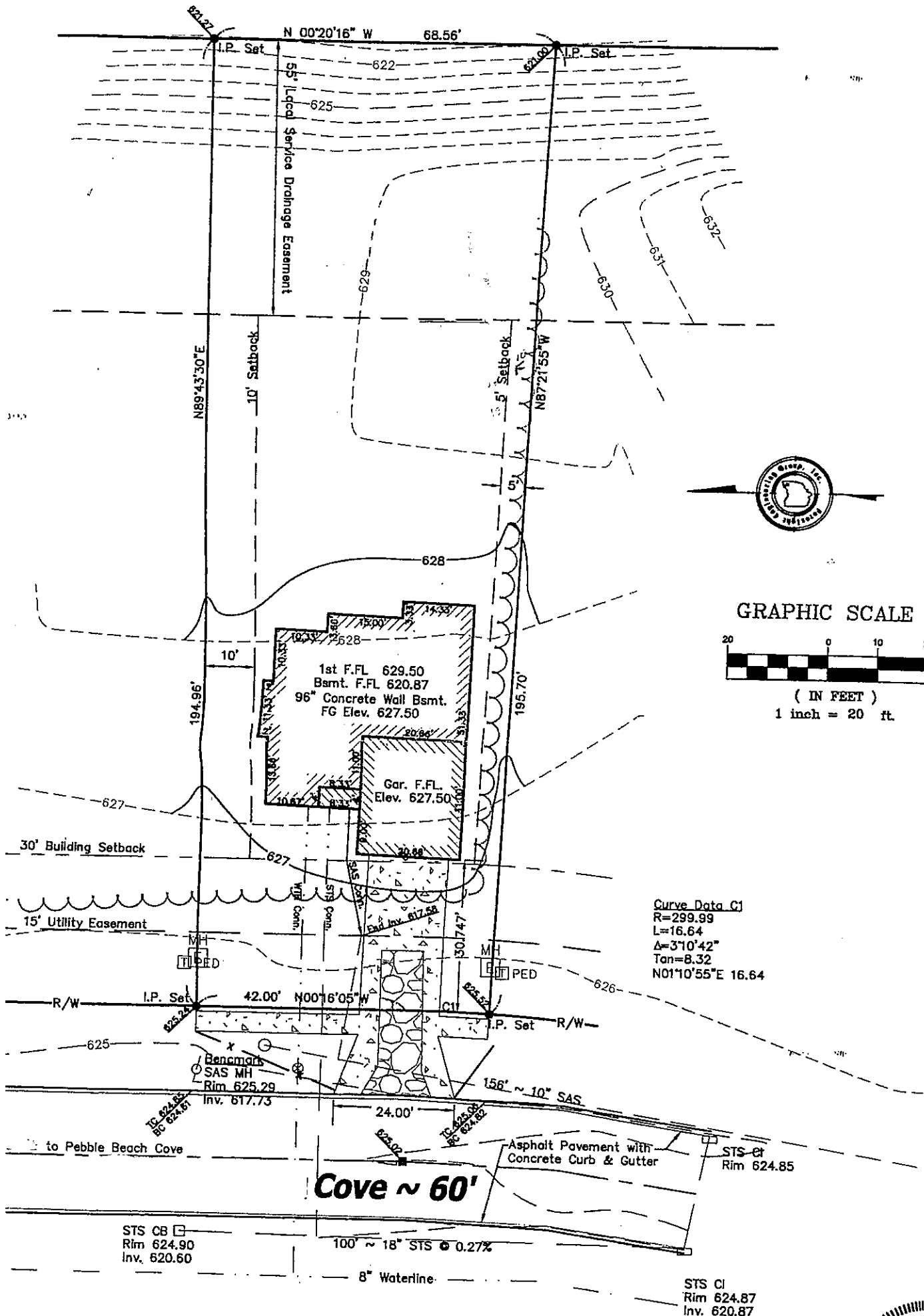
Date: _____

Send the signed Pavilion Reservation Agreement and one check in the amount of \$50.00 to be used as a refundable security deposit.

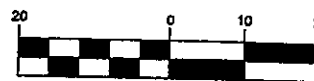
Make your check payable to: Lake Erie Shores HOA and mail to:

**First Realty Property Management, Ltd.
6690 Beta Drive, Suite 220
Mayfield Village, Ohio 44143**

SAMPLE



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

Curve Data C1
R=299.99
L=16.64
 $\Delta=3^{\circ}10'42''$
Tan=8.32
N01^{\circ}10'55''E 16.64

STS CB
Rim 624.90
Inv. 620.60

STS CI
Rim 624.87
Inv. 620.87



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