

**GENERAL RULES, PROCEDURES and REGULATIONS
SOUTH POINT TRAIL CONDOMINIUM ASSOCIATION
BEREA, OHIO 44017**

PURPOSE

June 1996

Revision Draft: January 11, 2020

Welcome to South Point Trail Condominium. We have established a set of Rules and Regulations which pertain to living at South Point Trail in the relaxed condominium atmosphere and to maintain the association as a very nice place to live. These Rules and Regulations have been adopted pursuant to the provisions of the Declaration and Bylaws of the South Point Trail Condominium Association, Berea, Ohio 44017.

GENERAL REGULATIONS

1. Each residential unit shall be used and occupied solely as a single family dwelling and for no other purpose.
2. No part of the Condominium property shall be occupied in a manner which will result in the cancellation of or the increase in the rate of any insurance policy maintained for the Condominium properties
3. The Limited Common Elements of each unit shall be kept unobstructed and free and clear of all rubbish, debris and other unsightly materials.
4. No noxious or offensive activity shall be conducted in any unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to other unit owners or occupants.
5. No change, alteration, construction or decoration of any kind shall be permitted in the Common Elements, (including those portions thereof designated in the Declarations as Limited Common Elements such as patios and decks), without the prior written approval of the Association.
6. An architectural review of the appearance, materials and component specifications is required prior to the replacement of windows, doors, driveway dividers and patio fences.
7. Boats, campers, trailers, recreation vehicles and trucks larger than 1 ton may not be parked or stored anywhere on the SPTCA premises.

I - COMPLAINT PROCEDURE

1. Complaints against Association Resident must be submitted to the Association in writing. Each complaint shall contain the signature of the individual filing the report. A standard form is available from the Association.
2. If reasonable efforts to gain compliance are unsuccessful, the unit owner may be subject to a sanction in accordance with the penalty provisions contained in the Declaration.
3. Violation of Local, state, and federal ordinances must be reported to the appropriate governing body in accordance with their established complaint procedures.

B. Enforcement

II - - PENALTY FOR VIOLATIONS OF THE COVENANTS AND RESTRICTIONS.

1. **NOTWITHSTANDING ANYTHING CONTAINED IN THE 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 REASONABLE ATTORNEY'S FEES, SHALL BE ADDED TO THE ACCOUNT OF THE RESPONSIBLE OWNER.**
2. A fine of up to \$50.00 may be levied by the Board of Directors against any Unit Owner found in violation of the covenants and restrictions. In the case of a tenant who is in violation, the owner of the Unit in which said tenant resides will be held liable for the fine. (Article 20, Paragraph 20.1(c) Page 54 of the Declaration)
3. In addition, all costs for cleaning and/or repairs, damage to the common elements or other property stemming from a violation of the rules and regulations will be assessed the Unit Owner in addition to the fine .

III – VEHICLE PARKING

1. Each Unit Owner has a two car attached garage and two outdoor parking spaces directly in front of the garage for the exclusive use of the Unit Owner. The Owner is responsible for proper parking of guests. Residents with more than ONE vehicle should use their garage or space directly in front of their garage for parking.
2. Driveway Extensions - Driveways that service four Units: The extension at the end of these driveways are not to be used for the permanent parking of resident's vehicles. Temporary (Less than one hour) visitor parking is allowed.
3. Driveways are not to be used for additional parking at any time. No vehicle may be parked in such a way which obstructs any other resident's access to their garage or vehicle.
4. Winter Months/Snow Removal. The small extension at the end of each driveway will be used for the disposal of excess snow. Parking of vehicles in the extension during heavy snowfalls is prohibited.
5. Repair of automobiles is prohibited anywhere on the Common Elements. Minor emergency repairs must be done in a manner that does not infringe upon other residents and does not litter the Common Elements. Automobiles cannot be parked or stored on jacks or blocks.
6. Operators of motorcycles or other motorized vehicles are permitted to use the streets and parking areas for the purpose of entering and leaving the premises only.
7. Unnecessary revving or racing engine noise is prohibited by City of Berea Ordinance.
8. Driveway speed limit is restricted to 5 miles per hour.

9. The additional parking area located on South Point Trail and in close proximity to the cul-de-sac is for resident and guest short-term parking only
10. Vehicle storage and/or long-term parking, in excess of 72 hours (3 days), without Board approval is prohibited.
11. All vehicles on the Common Elements shall be in safe operating condition and have valid registrations.
12. Parking or driving is permitted on paved surfaces only.

IV - PETS

1. No pets may be tied or staked out on the Common Elements at any time.
2. Pets are not permitted to run at large. All animals must be hand leashed and kept under your control at all times.
3. Owners are responsible for the immediate clean up of pet waste.
4. Pet leashes or tethers may not be kept near paved areas to prevent hazards related to property maintenance equipment.
5. Pet owners are responsible for all damage to the Common Elements including, but not limited to shrubs, trees and lawns.

V - TRASH

1. Trash, bulk and recyclable items are collected by the City of Berea. Residents shall comply with guidelines and dates established by the City for collection.
2. Trash receptables shall be stored in the garages or out of view on the patio.
3. Items may not be placed at the curb earlier than 4:30 PM the day before collection. The normal collection day. Should a "holiday" fall during the week it should be noted that there will be no collection on the normal collection day. Pickup would occur on a day after the normal collection day.
4. Trash receptacles shall be removed from the curb by 6:00 PM on collection day.

VI- INSURANCE CLAIMS

1. Residents should notify the Association concerning damage to Common or Limited Common Elements immediately.

VII - LANDSCAPING and LANDSCAPING ALTERATIONS

Reasonable plantings of annuals in present shrub beds are permitted. No vegetables or fruits are permitted in shrub beds.

2. Recommended flowers in shrub beds include geraniums, impatiens, dwarf salvia, low growing begonias, dwarf marigolds, pansies and spring bulbs
3. Requests for landscaping alterations should be made to the Board of **DIRECTORS** ~~Managers~~ in writing with a sketch of where you wish to plant and a list of what is to be planted, not later than May 1st of the year. All plans must conform to the general plan of the Association.
4. Each Owner is responsible for the maintenance of the altered area.
5. **UNIT OWNERS OPT OUT OF CERTAIN LANDSCAPING SERVICES SUCH AS MULCH INSTALLATION, BED CULTIVATION, SHRUB TREATMENT AND TRIMMING PROVIDING MULCH COLOUR MATCHES MATERIAL SUPPLIED BY THE ASSOCIATION.**

VIII- SIGNS POSTINGS

1. **ONE WINDOW AND ONE GROUND "For Sale" signs IS PERMITTED OUTSIDE A UNIT BEING MARKETED.** ~~are allowed only with the prior approval of the Board of~~ ~~Directors.~~
2. **ADDITIONAL DIRECTIONAL SIGNS ARE PERMITTED ON OPEN HOUSE DAYS.**
3. Other signs ~~to be posted~~ require prior approval by the Board.

IX- LIMITED COMMON ELEMENTS

1. General maintenance and repair of the following areas are the responsibility of the Unit Owner:
 - a) Patios, b) Privacy fences, c) Decks, d) Attached porches
 - e) Driveway parking areas directly in front of unit garages.
 - F) EXTERIOR LIGHTING FIXTURES**
 - G) DOORS, WINDOWS AND VENTS**
2. **EXTERIOR LIGHTING FIXTURES SHALL BE OF METAL CONSTRUCTION IN THE GOLD COLOUR SPECTRUM. REPLACEMENT FIXTURES OTHER THAN THOSE OF AN EXACT STYLE INSTALLED BY THE DEVELOPER SHALL BE SUBMITTED TO THE ASSOCIATION FOR ARCHITECTURAL REVIEW IN ADVANCE OF INSTALLATION.**
3. **PATIO FENCES AND DRIVEWAY DIVIDERS BETWEEN GARAGES SHALL BE ROUGH SAWN WOOD WITH A LATTICE TOP WITH A SIX FOOT (6') HEIGHT, PAINTED IN SHERWIN-WILLIAMS NAVAJO WHITE SW-6126.**

4. Unit Owners may replace Patio Fences and Driveway Dividers between Garages with Bufftech the New Lexington with Lattice Accent Fence in the Almond Colour. Proposals for Replacement shall be submitted to the Association for Architectural Review in advance of installation.
(January 11, 2020)
5. **EXTERIOR DOORS, TRIM AND FENCES SHALL BE PAINTED WITH SHERWIN WILLIAMS NAVAJO WHITE SW-6126.**

X - MAINTENANCE FEES

1. Monthly maintenance fees are due the 1st of the month with a grace period of 10 days. Nonpayment will result in a 5% late fee.
2. **THE COSTS OF COLLECTION INCLUDING ENFORCEMENT ASSESSMENTS, ATTORNEY'S FEES, PARALEGAL FEES, COURT COSTS, RETURN CHECK FEES, ETC., MAY RESULT IN A LIEN AGAINST ANY UNIT TEN (10) DAYS AFTER THE AMOUNT IS DUE AND PAYABLE.**
3. **THE BOARD MAY SUSPEND THE VOTING PRIVILEGES AND THE USE OF THE RECREATIONAL FACILITIES TO A UNIT OWNER WHO IS DELINQUENT IN PAYMENTS AND ASSESSMENTS FOR MORE THAN THIRTY (30) DAYS.**