



Woodgate Farms
Homeowners Association, Inc.
Handbook of Rules and Information



Woodgate Farms Homeowners Association, Inc.
Est. 2000

Design Guidelines and Handbook
of
Rules & Information

September 2018

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Welcome and Introduction

Welcome to the neighborhood. Woodgate Farms is a planned residential community located on the edge of Cuyahoga County, in the Township of Olmsted, Ohio. The development consists of 720 single-family “Living Units,” which are comprised of various styles of dwellings on various sized Lots. Lots include only the subdivided land, excluding any portion of the “Common Properties”. Within Woodgate Farms is Gates Village, a public roadway minor-subdivision, and five other minor-subdivisions, which are private roadway sub-divisions, these are: Harvest Village, Farmington Village, Seton Place, Wheaton Place, and Landing of Timber Lakes. The public roadways are maintained by Olmsted Township and the association of the private minor-subdivision to which they belong maintains the private roadways.

The Woodgate Farms Homeowners Association, Inc. (“Association”), a “master” Association is responsible for the Common Properties serving the Association Members. The Common Properties consist of, the entryways to the development, open areas, ponds, the clubhouse, and the pool, which The Association maintains for the benefit our Members.

The Association is operated as an Ohio not-for-profit corporation under the Bylaws and the Declaration of Covenants, Conditions and Restrictions, as amended from time to time. The original developer adopted the documents. The current Board of Directors is comprised of seven fellow Members, elected by owners during an annual election meeting.

Each board member is elected for a term of two consecutive years. In order to insure a level of continuity, terms are staggered to elect two members one year and three the next; but there are no term limitations, and board members can run for re-election as often as they wish to remain in office.

Following election to the Board, Board members elect the Board's President, Vice-President, Secretary, Treasurer, and Director at Large. All Board members are volunteers. They serve without compensation and are not employees of the Association; but they are responsible for all of the day-to-day operations of the Association. In order to realize certain economies for all owners, the Board of Directors has elected to be "self-managed" relative to contractor selection and performance. It has retained a management company, Associated Property Management LLC., to assist with budget management, maintain financial records, collect monthly maintenance fees, and pay all bills for the Association. It has also retained the law firm of Kaman and Cusimano, LLC to assist with any legal issues that should arise. Please see the latest newsletter or the HOA website for the current list of Board members.

The annual meeting of the owners at which the election of Board members takes place is during the month of October of each year. The Board also meets regularly throughout the year.

Channels of Communication

The Board of Directors are responsible for making the decisions affecting the Association. Decisions concerning the Association, including the Properties are generally made during the Board meetings. (Please call the Management Company for dates and times.)

In between Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Owners, contractors, and vendors. If you have questions or concerns about the maintenance of the Common Properties, please direct the matter to the Management Company, in writing. In case of emergency, such as a fire, you should contact the fire/police departments.

Owners and occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper. This requiem 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.

The Board requests and appreciates your cooperation in respecting that Board members are not employees; they are elected community representatives who volunteer their time and who live within the development. Board members are not individually responsible for resolving Association matters. Open communication is welcome and encouraged. You can send concerns/comments to the Board Members at board@woodgatefarms.org or you can contact the Management Company.

**Associated Property Management LLC., 5090 Park Ave West Seville, OH 44273
Office # (330) 722-3000 Fax # (330) 722-3396**

Board Members

Board Members at board@woodgatefarms.org

Woodgate Farms Official Website: <http://www.woodgatefarms.org>

Woodgate Farms Official Twitter: @ WGF_HOA

Common Properties and ~ Association Responsibilities

Preface:

As defined in Declaration Article II, Section 2. Common Properties are the part of the Properties subjected to use for open spaces, natural areas and preserves, wetland mitigation areas, water retention basins, signage, landscaping, walkways, streetlights, recreation facilities, and other common facilities as shown in any record plat of the Properties. (*Maps located in Appendix*)

The following are the responsibilities of the Board, on behalf of the Association:

1. To administer the affairs of the Association and its property (i.e. the "Common Properties") on behalf of its Owners;
2. To promulgate policies and rules (i.e. this document) concerning the operation of the Association and management of the Common Properties as may be consistent with the Association's governing documents and to amend such policies and rules as needed;
3. To conduct an annual meeting for all Members of the Association;
4. To elect the officers of the Association;
5. To provide for the reasonable maintenance and repair of the Common Properties as follows:
 - a) reasonable snow removal from roadways, driveways, mail box areas and porch walkways when snow exceeds 2 inches
 - b) landscaping of the Common Properties including grass cutting, fertilizing, weeding, mulching, and tree/shrub maintenance
 - c) maintenance of entrance signs and lights, street signs, fences and other Common Area structures
 - d) engagement of appropriate contractors needed to accomplish the above to include fixing the scope of work and terms of compensation
6. To estimate and adopt an annual operating budget, including provisions for appropriate reserve accounts, and to ensure the preparation of an annual year-end fiscal report to all Association Members
7. To provide for the assessment and collection from all Owners of their respective shares of the common expenses of the Association and to retain the services of such contractors as are necessary to ensure that all assessments are collected and bills paid as appropriate.

Owners may contact **Associated Property Management LLC.**, directly regarding any assessment sometimes referred to as maintenance fees issue. All other issues should be brought to the attention of the Board members via email at board@woodgatefarms.org.

Policy & Rules:

1. Except when approved in advance and in writing by the Board, excessive use of the Common Properties by Owners for purposes such as parties, organized recreation or sporting events, storage, etc., is prohibited.
2. Damage to the Common Properties caused by an Owner, occupant, or guest of an Owner, or occupant may be repaired or replaced at the expense of that Owner.
3. Any items left in the Common Properties without the Board's prior, written approval, may be removed by the Board and stored at the Owner's expense.

Signage of any type is prohibited to be placed by Owners or occupants within the Common Properties. Pre-approved exceptions are professionally prepared real estate "Open House" and/or "Garage Sale" location signs. These signs may be temporarily displayed at the entrance to the development, intersections, and on Owner property only 24 hours prior to, during, and 24 hours after the event. Such signs must be inserted into the lawn, not in the flower or mulch bed, and may not be attached or taped to existing structures. Signs must be placed on sides of the entrances to the development, not in the center islands or in front of the entrance signs.

Roadways (Streets) and Motor Vehicles and Roads

Preface:

- Roadways in Woodgate Farms are public unless denoted as private. The private streets in Woodgate Farms are as follows, and are subject to additional provisions as listed in their minor subdivision governing documents: Forest Lake Trail, Moss Pointe Circle, Hatherton Lane, Huxley Lane, Wynford Lane, Wheaton Place, Wheaton Court, Tiller Drive, Gobel Circle, Taberna Lane, Sunray Drive, Nicole Lane, and Seton Drive.
- Roadways are primarily intended to provide vehicle access to Lots/Living Units as well as access to the sewer and utility lines that typically run under the front yards of most Lots.

Policy & Rules:

- All policies and rules stated above for the Common Properties also apply to the roadways of the development as described above.
- **PARKING** In order to reasonably ensure access for safety and emergency vehicles, as well as snow removal equipment, the following rules have been adopted:
 - A. Parking on streets is prohibited whenever snow depth reaches or exceeds two inches.
 - B. On-street parking is only permitted on the side of the street that does not have fire hydrants. In order to prevent the obstruction of fire hydrants and reasonably ensure access for emergency parking on the hydrant side of the street, or in front of fire hydrants is prohibited.
 - C. Parking on any lawn area is prohibited.
 - D. Parking of trailers, motor homes, campers, house trailers, horse trailers, boats or boat trailers in driveways is prohibited, with the exception of temporary loading or unloading for a period not to exceed twelve hours.
 - E. Inoperable vehicles are not permitted to be parked or stored on any portion of the Common Properties for more than 48 hours. For purpose of this rule, "inoperable" is defined as a vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; or a vehicle with expired license tags.
 - F. The clubhouse parking lot is for Owners/occupants/guests utilizing the pool, playground area, or clubhouse only. Overnight parking (12:30 a.m. until 6:30 a.m.) in this lot is prohibited.

General Information

1. Owners are responsible for the actions of their families, guests, and occupants.
2. Any activity is prohibited in any Living Unit or any Common Properties, which results in annoyance or nuisance to other Owners or occupants (e.g. loud groups of people, loud music, dogs barking, and loud vehicles).
3. Any item(s) located in the Common Properties needing maintenance or repair should be reported to the Management Company.
4. Above ground, swimming pools are prohibited on the Properties. Inflatable pools that do not exceed two feet in height are permitted if they are removed and stored indoors the same day.
5. In all instances where prior written Board/Architectural Review Committee approval is required, please allow a minimum of **two weeks** after submitting complete information for an answer.
6. Maintenance of mailboxes is the responsibility of the Owner. If replacement is necessary, it must be the same as the existing mailbox originally installed by the developer or obtain prior, written Architectural Review Committee approval. Mailboxes and mailbox posts are only permitted to be white in color. Approved mailboxes are: Gibraltar Elite Steel Large Mailbox – Item # 438278, Gibraltar Elite Steel Standard Mailbox – Item # 442065, Postmaster Classic Steel Large Mailbox – Item # 39507, or Postmaster Classic Steel Standard Mailbox – Item # 37960
7. Lampposts are the responsibility of the Owners and must keep your lamppost on from dusk to dawn.
8. As viewed from the exterior, appropriate window treatments must be used on windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.
9. All drainage improvements, including ditches, cuts, swales, streams, impoundments; all mounds, knolls, berms, dams; all roofs, valleys, gutters, overhangs; all drives, sidewalks, patios, porches; and all landscaping and site improvements must be constructed in such a manner that they comply with the drainage plan for the Properties and are not permitted to damage, interfere with, or alter the drainage systems on the Properties.
10. Generators are permitted when commercial electrical service is unavailable. When commercial electrical service is restored, generators must be turned off. Generators must be located at the rear of the dwelling in a location that will not cause a nuisance to adjacent Lots/Living Units or Common Property. Permanent generators require a building permit and variance can be granted in certain situations. Please contact the Olmsted Township building department for details.
11. Except as otherwise authorized in this Handbook, open storage is prohibited outside the Living Unit. This includes but is not limited to, tools, recreational equipment, lumber, debris, junk, paper, bottles, cans, or tires. This section does not apply to the temporary storage of building materials on a Lot during the construction of the Living Unit.
12. Fences or walls are permitted with the prior, written approval of the Architectural Review Committee and in accordance with the Architectural Design Guidelines.

Woodgate Farms Swimming Pool Rules

1. In general, the pool opens on **Memorial Day** and closes on **Labor Day**. Check our website www.woodgatefarms.org, [WGF Facebook pages](#), or [Twitter @WGF_HOA](#) for up to date open and closing dates.
2. In general, the pool is open from **10am to 8pm, 9pm during the months of June and July**. The pool is not open during the day on any day the Olmsted Falls schools system is in session.
3. Residents must use their control access key to gain admittance into the pool area.
4. Use of the pool and the pool area when lifeguard is not on duty is **prohibited**. The police will be contacted if this rule is violated.
5. Please refrain from visiting with the lifeguard on duty. This could distract them from their duties.
6. The pool will close (at the discretion of the lifeguard) for any inclement weather.
7. The emergency phone is available for the lifeguard.
8. **No diving** into the pool.
9. **Non-swimmers 14 and under must be accompanied by a swimming adult. If you are under 14, but 12 and older and can swim, you must take the pool test administered by the lifeguard to be permitted at the pool without your parent or another adult. (Remember swim lessons are available refer to website link for sign ups.)**
10. Children 5 and under **must have** proper supervision with them at all times. While lifeguards are responsible for the safety of all patrons, they cannot take the place of an adult or supervisor.
11. Individuals wearing **approved swim diapers** are allowed in the main pool.
12. **No pets** are permitted inside the fence area.
13. **No bicycles or other wheeled vehicles**, except wheelchairs and walkers, are permitted in the pool area.
14. All residents and guests **must** conduct themselves in a safe manner.
15. Residents may only bring (2) guests to the pool.
16. Alcoholic beverages of any type are **prohibited** inside and outside the fenced area. Swimming after the consumption of alcoholic beverages is strictly prohibited.
17. Food **is not** permitted inside the fenced area.
18. No glass containers of any kind are permitted in the fenced area.
19. Running, pushing or rough-housing is **not permitted** in or around the pool.
20. Personal floatation devices, such as life preservers, vests and water wings are permitted so long as the person using these devices is accompanied by a swimming adult. Floats, toys, beach balls and other non-items are prohibited. Please ask the lifeguard if you are unsure as to whether the item is allowed.
21. Pool lounge chairs are to remain in the enclosed pool area and **may not** be used elsewhere.
22. Proper swimming attire **must be** worn at all times.
23. No radios. Headsets only.
24. The decision of the lifeguard shall be **final**.

These rules are for everyone's safety and enjoyment of the pool. Woodgate Farms Homeowners Association, Inc. reserves the right to ask anyone in violation of any of the above rules to leave the pool or the pool area.

Trash Removal

1. Rubbish/trash and recycling removal is provided by Republic Services, at (440) 458-5191. Payment is incorporated into the Owner's property tax bill. Collection is on Thursday unless there is a holiday on the regular collection day.
2. Bulk pick-up is available on the regular pick-up day of the third full week of the month.
3. Refer to the Republic Services calendar for specific dates. Trash should not be put out prior to dusk the evening before pick up is scheduled. All rubbish should be out for collection by 7:00 a.m.
4. Trash containers should be retrieved and out of sight no later than dusk the day of collection.
5. Trash containers and recycling bins must be stored in your garage or otherwise screened from street view.

Pets/Animals

Animals, livestock, rabbits, reptiles, fowl, or poultry of any kind are not permitted to be raised, bred, or kept on eth Properties, including in Living Units, except as described below.

1. Pets must be maintained in a manner that does not constitute a threat to the safety or health of occupants and guests or create a nuisance or disturbance.
2. Pet owners are responsible for immediately and completely removing any excrement left by their pets in the Common Property or on a neighbor's Lot. Owners may be held responsible for any damage to the Common Property caused by their pets or the pets of anyone living in or visiting their Living Unit.
3. Pets making or causing noises of sufficient volume, including excessive barking or other animal noises, whether indoors or outdoors, that disturbs another occupant is prohibited.
4. Feeding stray or wild animals is prohibited on the Properties, including the geese and ducks in the ponds.

Landscaping

1. Owners are responsible for watering their lawns and landscaped areas on their Lot to sufficiently maintain the lives of their lawns/plants and ensure their reasonably healthy appearance.
2. Owners are responsible for replacing any dead or diseased grass, plants, or shrubs on their Lot.
3. Owners and occupants are prohibited from dumping grass clippings or other yard debris in or around any retention pond or on any portion of the Common Property.
4. To prevent pond bank erosion, Owners of Lots abutting a retention pond are required to have a vegetative or rock buffer between the edge of their yards and the edge of the pond.
5. Open burning is not permitted on the Properties, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes and operated in accordance with the Ohio Fire Code.
6. Waste, oil solvent, or any other volatile or flammable material is not permitted to be disposed of into any sewer or portion of the drainage system serving the Properties or any Common Property.

7. Please remove holiday lights and decorations no later than 30 days after the holiday, weather permitting..

Ponds

The use of the retention ponds located on the Common Property is restricted as follows:

1. Swimming or wading is prohibited;
2. Fishing is prohibited;
3. Boating is prohibited;
4. Dumping of trash or pollutants in or around the pond is prohibited;
5. Throwing or skipping stones is prohibited;
6. Feeding water fowl is prohibited;
7. Ice skating or walking on frozen ponds is prohibited; and
8. All persons must remain at least six feet away from the edge of any retention pond.

Too many leaves and grass clippings in waterways cause algae blooms, which in turn soaks up oxygen required by fish and other aquatic species. In addition, grass clippings are naturally high in nitrogen and leaves are naturally high in phosphorous. Leaves, clippings, and branches can plug drains and cause flooding. For this reason, Owners are prohibited from dumping grass clippings, leaves, or other landscape debris in or around the pond. It is going to grow algae. Use the yard waste collection that is included in your trash service with Republic Services.

Lease a Living Unit

1. The Owner is responsible for tenant violations, as well as any enforcement assessment and all other damages. Any recourse the Owner may wish to take against their tenant(s) is at the Owner's expense. The Owner is responsible for making the tenant aware of all policies and rules contained in the Declaration, By-Laws and this document. The Owner is responsible for tenant violations of the Declaration, Bylaws and this document.

Complaint/Enforcement Policy

Preface:

1. Each Owner is responsible for any violation of the Declaration, Bylaws or this Handbook (Governing Document) by the Owner, guests or occupants, including tenants (if any) of his/her Living Unit/Lot.
2. The Board believes that the first point of discussion and resolution of policy and rules violations is good, old-fashioned, neighborly communication and discussion. Owners are encouraged to attempt a "Good Neighbor" resolution among themselves prior to requesting Management/Board intervention.

Complaint Procedure:

1. In the event neighborly communication does not result in a resolution, violations of policies and rules must be submitted to the Management Company in writing and must contain the date, signature, address and telephone number of the individual filing the complaint (*refer to WGF Complaint Form*). The completed form must completely identify the person reporting the violation. Anonymous complaints will not be acted upon.
2. The Management Company/Board will, in most instances, contact the responsible Owner involved after receipt of an initial complaint, and a reasonable attempt will be made to gain the Owner's agreement to cease the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the Owner may be subject to an enforcement assessment in accordance with the Enforcement Policy.
4. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identified will be made available to the alleged violator.
5. The written notice shall specify:
 - a description of the property damage or violation,
 - a reasonable date by which the homeowner must cure the violation to avoid a charge or fine,
 - the amount of any proposed charge and/or fine, and
 - 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 fine.
6. To request a hearing, the homeowner must mail or deliver a written request, which must be received by the board no later than the tenth (10th) day after receiving the above notice. (*refer to WGF Request for a Hearing Form*)
7. If the same violation continues beyond that date established above, without a hearing request from the allegedly responsible homeowner, the board will serve written notice to the responsible homeowner of a hearing to be held by the board for the purpose of imposing a charge/fine assessment. The notice will contain:
 - the date, time and place of the hearing - giving at least seven (7) days advance notice,
 - a request that the alleged-violator attend and present evidence on his/her behalf
 - a statement that the board intends to impose a charge/fine assessment for the violation.
8. At the hearing, the board and allegedly responsible homeowner will have the right to present any evidence. This hearing will be held in executive session, and proof of the hearing, any evidence and notices to the alleged violator shall become part of the hearing minutes. Unless evidence is presented by the alleged violator that mitigates against the imposition of the proposed charge/fine assessment to the satisfaction of a majority of board members. The charge/fine will be imposed; but, in either case, the homeowner will receive notice of the board's decision and the amount of any charge/fine within thirty (30) days of the hearing. Management/Board shall deliver a written notice of the charge or assessment to the Owner either by certified mail, return receipt requested, or other delivery service, which provides proof of delivery.
9. The Association may file a lien for a fine and/or damage charges, which remain unpaid for more than thirty (30) days.
10. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived and the Board may immediately impose a charge for damages or an enforcement assessment.
11. The Board shall not levy a charge or enforcement assessment before holding any hearing that is requested.

12. The Board may allow a reasonable time to cure a violation.
13. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effecting a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Owner.

Assessments, Lien Procedure, and Cost of Collection

1. Annual assessments are due on January (1st) and are considered late if not received by February 15.
2. An administrative charge of (\$20.00) per month will be added for any late payment or on any balance of the unpaid assessments. (subject to increase upon further notice)
3. The Association will apply any payments in the following order:
 - Interest owed to the Association;
 - Administrative late fees owed to the Association;
 - Collection costs, attorneys' fees, and paralegal fees incurred by the Association in collecting the assessment: and finally,
 - Oldest principal amounts owed for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.
4. Any unpaid assessments may result in the Association filing a lien, a suit for money judgment, and/or foreclosure. While foreclosure case is pending, partial payments may not be accepted and, if property is rented, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action such as bank attachment and/or wage garnishment.
5. Any costs, the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorneys' fees, recording costs, title reports and/or court costs, will be charged back to the account.
6. 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 Declaration, Bylaws, or this Handbook, the Association after giving proper notice and an opportunity to request a hearing, may undertake such performance, or cure such violation.
7. If any Owner is delinquent in the payment of any assessments for more than (30) days, the Board may suspend privileges of the Owner, including the right to vote, use any of the amenities (i.e. pool, club house, etc.), or the ability to apply for architectural approval.
8. A charge of (\$35.00) will be billed for each non-sufficient funds check.

Records Request Policy

1. RECORDS AVAILABLE FOR INSPECTION

A. Unless otherwise prohibited by law or this policy, any Owner may examine and copy (including receiving copies or other information by email) the books, records, and financials of the Association (the "Records"), for any reasonable and proper purpose, pursuant to the requirements, charges, and standards set forth by this Policy. The Association's Board may withhold from inspection any records that in its reasonable business judgment would:

- Constitute an unwarranted invasion of privacy or matters or issues that are prohibited to be disclosed by State or Federal Law;
- Constitute privileged information under the attorney-client privilege;

- Involve potential pending, or threatened litigation;
- Pertain to contract negotiations or information that is contained in a contract or other agreement with confidentiality requirements;
- Relate to the enforcement of the Declaration, Bylaws, or this Handbook against other Owners; and/or
- Involve personnel matters, including promotion, discipline, performance reviews, health matters, or dismissal of an employee.

2. ALL REQUESTS FOR RECORDS MUST BE IN WRITING

- A. An Owner who wants to inspect or copy the Association's Records must submit a written request to the Board or Management Company. The request must specify the particular Record(s) desired, including pertinent time periods, and must 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.

3. ONLY OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT

- A. Every Owner has the right to inspect or copy the 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 this inspection or request copies on the Owner's behalf.

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

- A. All inspections will take place at the Association's office or at such other location as the Board designates. Owners are not permitted to remove original Records from the location where the inspection is taking place.
- B. The Association shall make Records available for inspection on or before the business day after the 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 Association will notify the owner (by telephone, in person, by email, or in writing) that the Records are available, and specify the time, date, and place for the inspection.
- C. Owners are prohibited from altering Association Records in any manner.
- D. All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and will not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, will assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection will 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. Owners are not permitted to exercise their inspection or copying rights to harass any other Owner or occupant, Board member, its managing agent, officer, Director, or employee.

5. CHARGES FOR COPIES/INSPECTION

- A. Upon written request, Owners will be provided draft (unapproved) or approved meeting minutes at no charge.

- B. Other than meeting minutes, the Owner must pay 0.5 cents per page for copying regular or legal sized records. In addition, the Owner must pay a minimum clerical fee of 0.5 cents for the copying of pages 1 through 50 and an additional clerical fee of .10 cents 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 must pay per hour in quarter hour increments for staff attendance at the Records inspection.
- D. The Owner must 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.

Architectural Guidelines

In an effort to maintain the aesthetic and economic value of the Living Units in Woodgate Farms, architectural standards and a design review procedure have been established. The architectural standards are designed to regulate the style, size, location, proportion, color, material, and basic construction methods of all structures within Woodgate Farms.

The following design criteria is a guideline to encourage architectural continuity. These criteria are not meant to limit creative choices but to promote the feeling of quality within Woodgate Farms by means of design consistency.

When single family homes or a cluster development with either zero lot lines or single family lots, are permitted by the zoning code, the following criteria will be used to control the architectural design. This will be done so neighboring Living Units are harmonious with each other and compatible enough in appearance within the development as a whole, and to provide an identifiable neighborhood in the community.

- ARCHITECTURAL REVIEW PROCEDURE
- ARCHITECTURAL REVIEW STANDARDS
- DESIGN REVIEW APPLICATION
- ARCHITECTURAL REVIEW PROCEDURE

ARCHITECTURAL REVIEW PROCEDURE

For architectural approval, the applicant must submit a complete Design Review Application and three sets of prints for each Living Unit to be constructed to the reviewing architect as noted in the Design Review Application. Incomplete forms will delay the review of the plans. All plans submitted must be clearly marked as to building lot location, street and street number.

Submittals for additions to existing Living Units must comply with the above procedure. This would include a completed application, plans, and the review fee.

ARCHITECTURAL REVIEW STANDARDS

I. Architectural Style of The Development

- A. Style of Living Units must match the regional vernacular architectural styles. The entire community must have a diversity of style. This diversity will work to break up any monotony of one predominant

plan or style merely reversed back and forth throughout a street or area. Continuity must be maintained throughout the community, which may seem contradictory to diversity. It is not and should not be confused as such. A single house plan and elevation, if varied slightly with respect to color, roof pitch, window style, or size or type, or facade can be diverse, yet maintain the continuous character of the development. Rear elevations facing major streets should receive additional architectural consideration.

- B. Woodgate Farms will become a prestigious, desirable community if a character is developed and allowed to grow and is adhered to by all Owners.

The intent of this architectural review is to foster creativity, individualism and a holistic community comprised of several architectural styles of Living Units, each one individual but with continuity and character throughout the development. The following outline will be used to review the plans submitted. The review includes, but is not limited to, the following:

II. Size and Location

The minimum “area requirement” for a Living Units on a single-family Lot is 1600 square feet, with no less than a two car attached garage. The area requirement for Living Units within cluster sites is not less than 1150 square feet. Square footages are exclusive of garages, basements, porches, and breezeways.

III. Architectural Style of Houses

- A. Living Units must complement the regional vernacular architectural styles.

Some examples include:

- | | |
|--------------|--------------------|
| 1. Cape Cod | 5. Normandy |
| 2. Victorian | 6. Western Reserve |
| 3. Georgian | 7. French Chateau |
| 4. Tudor | 8. Colonial |

- B. Roofs and Pitches: Roof pitches must correlate with the style of architecture of the Living Unit. A Living Unit is not have permitted to have more than two different roof pitches. Too many different pitches create a cluttered, unprofessional architecture.

- 1. Roof pitches are to have a minimum slope of six vertical to twelve units horizontal.
- 2. Gutters and downspouts must match or complement the Living Unit exterior color scheme. Gutters and downspouts must match the trim color or the house siding color and be as unobtrusive as possible.
- 3. Special attention must be paid to properly placed and proportioned dormers, reverse gables, and special roof features, as these elements add height and character to the Living Unit. Placing these elements over entrances or feature window areas is encouraged.

- C. **Windows:** Windows must be properly placed and well-proportioned on all sides of the Living Unit. There will be numerous locations in the development to take advantage of the views and all Owners are encouraged to take the time to place the windows properly. Second floor windows must relate to what is occurring with the first floor and the rest of the Living Unit. When possible, second-floor windows are required to be aligned with the first-floor windows, and proportioned to complement one another. Windows are more than a hole in the wall to get light into the Living Unit. A great deal of character can be emphasized with the proper windows. Windows and skylights will receive a great deal of consideration at the time of review.

- D. **Proportion Scale Massing:** All Living Units will be checked for these most important architectural criteria. Houses should be well-balanced; symmetry is not required, nor is symmetry necessarily balance. Windows, overhangs, projected areas, or portions of Living Units are usually a desirable attribute in many styles if it is not overdone. Windows and decorative elements can break up large masses of the Living Unit so that a more human scale is perceived. Patterns, rhythms and articulation of architectural elements are encouraged as these usually make the style more interesting.
- E. **Multiple Living Units in a Non-Thematic Residential Area:** Identical Living Units are not permitted adjacent to each other. A maximum of two Living Units in a row may have the same primary exterior color, but must have different trim colors. Builders are encouraged to vary and mix floor plans. The same floor plan is not permitted to be repeated within three Living Units in each direction.
- F. **Thematic Neighborhoods:** In recognition of the goal of fostering separate and distinct neighborhoods within the Woodgate Farms Community, same-style Living Units within a cluster residential area will be permitted. While same-style Living Units will be permitted to provide a residential area with its own theme and signature, both in design and architecture, builder(s) within the cluster neighborhood are still required to vary the exterior colors and materials between Living Units, provided that both colors and materials for each individual Living Units complement each other and each adjacent Living Units.

IV. COLORS FOR THE EXTERIOR

- A. Living Units must have complete cohesive color schemes for all exterior components of the Living Unit, except as provided below. Owners must submit color samples of each material. (Builders may supply the reviewing architect with sample kits for reference for all homes in lieu of submitting samples each time).
 - 1. Samples must be large enough to easily view the colors.
 - 2. Submit samples of all materials, including, but not limited to; paint, stain, siding, trim, roof, shingles, and face brick. Actual face brick samples do not have to be submitted. The manufacturer, the catalog number, and name and description of the color may be sufficient.
- B. Colors for a Living Units must complement each other and the adjacent Living Units, however, except for cluster-style Living Units, no more than two Living Units in a row may be the same primary color, as provided above. Acceptance of color schemes is fully within the authority of the Architectural Review Committee. Each Living Unit will be checked against the adjacent Living Unit.
- C. All exterior components of a Living Unit are to be of the same color scheme. The only exception will be for dissimilar materials, such as a brick front with aluminum siding.

V. EXTERIOR MATERIALS

- A. Exterior surfacing materials shall be limited to no more than three on any one Living Unit.
- B. The following list of materials are acceptable, including, but not limited to:
 - 1. Face brick, standard or modular size, stone, or simulated stone, if natural in appearance.
 - 2. Wood, horizontal lap, bevel, vertical “V” groove, exposure to suite style of Living Unit.

3. Aluminum or vinyl siding horizontal lap style, exposure to suit style.
4. Shingles; allowed on roof only, fiberglass, asphalt, wood, slate, or composition. Roll roofing is expressly prohibited.
5. Siding shingles (wood) will be permitted on the proper style Living Unit.
6. Paints and stains including solid hiding and semi-transparent.
7. Wood, fypon, or vinyl trim work and decorative details.
8. Wood and metal railings, balustrades, benches, millwork, etc.
9. Wood, aluminum, PVC, clad, and painted windows.

C. The following list of materials and uses are expressly prohibited including but not limited to:

1. Diagonal siding, wood or aluminum.
2. Mixed directions of siding on one Living Unit.
3. Asphalt or fiberglass shingles as wall cladding.
4. More than one color of face brick. (If the applicant has worked out a design scheme with more than one color, the reviewing architect will review the design.)
5. More than one color of siding.
6. Concrete block and/or concrete walls.
7. Waterproofing or parge coats from grade to bottom of siding.
8. T-111 will not be permitted.

VI. CONSTRUCTION

- A. Face brick is required on front elevation from grade to bottom of siding. On corner Lots, brick is required on both elevations facing streets. Side and rear elevations may be use brick or brick pattern formed concrete. Concrete block foundation walls above grade are not acceptable.
- B. All siding must be either horizontal or vertical. Do not mix directions on the same Living Unit.
- C. Trims to be as desired or to suit the architectural style of the Living Unit.
- D. Exterior stairs must be the full width of the adjacent entry door. In the case of sliding doors, patio doors, French doors, and swing door units, the stairs must be the full width of the unit.
- E. Porches, patios, verandas, porticos and decks are encouraged as they add a great deal of character to a Living Unit.
- F. All porches, patios, verandas, porticos, and decks must be included in the plans at time of submission. Show all railings, benches, and stairs.
- G. Decks, porches, patios, verandas, porticos not included with plans must be submitted in writing to the Management Company to be forwarded to the Architectural Review Committee. A building permit may be required by the Township. All decks must be maintained and the wood must be sealed or stained a neutral color, as approved by the Architectural Review Board. Posts must be cemented in the ground.
- H. All Living Units must be designed to meet or exceed all applicable zoning and building codes and reviews of all authorities having jurisdiction over the Properties.
- I. Nothing in this Handbook shall be construed as conflicting requirements to the zoning and building

codes governing the Properties. Submissions will be reviewed for compliance to the exterior architecture of the Living Unit and Lot (if applicable).

- J. Each Living Unit constructed within Woodgate Farms must be constructed on a single Lot only. Constructing Living Units on more than one Lot within the Properties is prohibited.
- K. Each Living Unit must utilize the approved Woodgate Farms mailbox design. Living Units are not permitted to construct or install brick mailboxes or other unapproved styles of mailboxes.
- L. Any exterior modifications, additions, or alterations are not permitted to be constructed on Living Units or Lots, including, but not limited to, decks and sun porches, require the prior, written approval of the Architectural Review Committee.
- M. Fences are permitted within the Woodgate Farms subdivision provided they meet the following:
 - 1. Must follow all governmental requirements (including permitting)
 - 2. Must be maintained in good repair by the Owner;
 - 3. Fences must be a minimum of 3 ft. in height not to exceed 5 ft. in height. The following styles are acceptable:
 - White picket fence;
 - Board on Board;
 - Open Board;
 - Wrought iron style are permitted, in white or black only;
 - Vinyl or wood. Wood must be clear sealed or stained a neutral lumber color
 - Fences must not be located closer to the street than rear line of Living Unit;
 - All fence post MUST be cemented in the ground and constructed of treated

DESIGN REVIEW APPLICATION [Forms Section]

Submit all documents to:

Associated Property Management, LLC
5090 Park Avenue West
Seville, Ohio 44273
Office: 330-722-3000 Fax: 330-722-3396
arc@woodgatefarms.org

Accompanying this application must be three copies of the building floor plans, elevations, and the site plan. These items must be submitted prior to the Living Unit plan submittal to the Olmsted Township Building Department. The Building Department will not review any plans not approved by the Architectural Review Committee.

As stated in the Declaration Article VI, as amended, the applicant is responsible for review fees.

PLEASE CONTACT THE ARCHITECTURAL REVIEW COMMITTEE TO VERIFY REVIEW FEES AND INCLUDE PAYMENT WITH APPLICATION. arc@woodgatefarms.org

Forms and Maps

Woodgate Farms Homeowners Association, Inc.
Complaint Form

Nature of Complaint
(animals, noise, etc.): _____

Location: _____

Number of Occurrences: _____

Date(s) of Violation(s): _____

Time(s) of Violation(s): _____

Name of Offender (if known): _____

Details. Be specific. _____

Was any attempt made to resolve this problem (check box) Yes No

Name (please print)	Signature Required	Date
---------------------	--------------------	------

Your Address _____

Received by Association:

Date	Manager/Designee Signature	Printed Name
------	----------------------------	--------------

**In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.*

Associated Property Management, LLC
5090 Park Avenue West
Seville, Ohio 44273

Email: board@woodgatefarms.org

Woodgate Farms Homeowners Association, Inc.
Request for a Hearing Form

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

Associated Property Management, LLC
5090 Park Avenue West
Seville, Ohio 44273

Email: board@woodgatefarms.org

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

I believe the enforcement assessment should not be imposed because:

Signature	Printed Name	Date
-----------	--------------	------

Signature	Printed Name	Date
-----------	--------------	------

Current Address	City	State, Zip Code
-----------------	------	-----------------

Phone Number	Email
--------------	-------

Woodgate Farms Homeowners Association, Inc. ***Shed Requirements***

1. All sheds are classified as accessory buildings, and must meet all applicable requirements of the Olmsted Township Zoning and Building Codes. The intent of a shed is for use as a storage facility.
2. In the event there is an inadvertent discrepancy between the requirements of the Olmsted Township regulations and the Woodgate Farms Homeowners Association, Inc., the requirements of the Olmsted Township will govern.
3. The gross area of the shed, determined as the product of the outside dimensions of the building's footprint, must not exceed 1 percent of the area of the Owner's Lot.
4. The shed must not exceed **15 feet in height** as defined as the vertical distance measured from the surrounding natural grade to the top most element of the structure.
5. The shed must be constructed with vinyl siding or wood siding T-11 type, and the primary color of the shed is required to match the primary color of the Living Unit. Trim of the shed shall match the trim color of the Living Unit.
6. Vinyl trash can/storage containers, no larger than 4' by 8', are not defined as sheds and are permitted, but must be in the rear of the Living Unit and be located adjacent to the Living Unit.
7. The shed shall have roof shingles, which shall match the color and type of the shingles on the Living Unit.
8. The shed must meet the setback requirements of the Olmsted Township Zoning Code of **5 feet from the rear and side Lot lines and must not be placed in a drainage easement.**
9. The shed is not permitted to be placed in front yard or the side yard of the Lot. Note that corner Lots have two "front" yards (e.g. portion of the Lot abutting a street and one back yard).
10. The shed must have a floor constructed of either concrete or wood.

A site plan showing location and size of the proposed shed along with dimensions to the existing Living Unit and Lot lines must be submitted to the Architectural Review Committee (ARC) for prior, written approval. Upon acceptance by the ARC, the Owner must obtain all necessary permits from the Olmsted Township Building Department prior to the commencement of construction. Upon receipt of all necessary building permits, they must be displayed in a place where they are visible from the public sidewalk. The ARC's approval of any shed or other improvement does not include any verification that the required local permit was issued.

There is no appeal process of the decision of the ARC as the approval or disapproval of the proposed shed is final. Application Process Drawings to be submitted (see example)

- Site plan-this diagram will indicate the size of the existing Lot (length and width), size and location of the existing Living Unit (including garage), and the size and location of the proposed shed. Scale for Site Plan is to be 1" = 20' signed by the Owner (3 copies).
- Elevation Views-this can be a photo, drawing, catalogue cut sheet, etc. that will illustrate the front, rear and side elevation views of the proposed shed. Indicate on an elevation view the height of the proposed shed. Suggested scale for drawings is 1/4" = 1'.
- Topographic map indicating placement of shed on Lot. Map is to show existing easements.

Submit information, including a check for \$25.00 made payable to: Woodgate Farms Homeowners Association, Inc., to

Hardcopy:

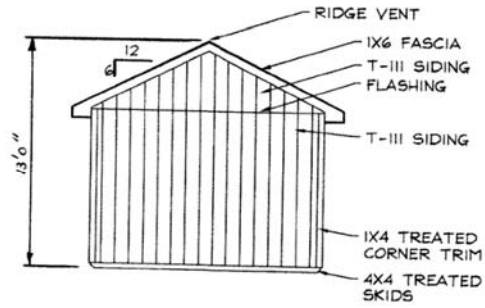
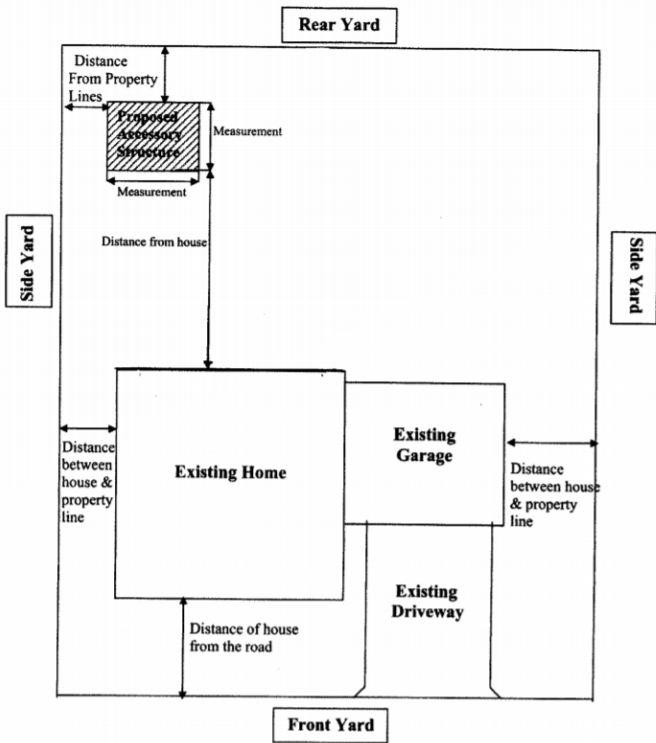
Associated Property Management, LLC 5090
Park Ave West Seville, Oh 44273

Office # (330) 722-3000
Fax # (330) 722-3396

Electronic Copy: board@woodgatefarms.org

Samples of site plan, elevation and topo maps

Sample Site Plan

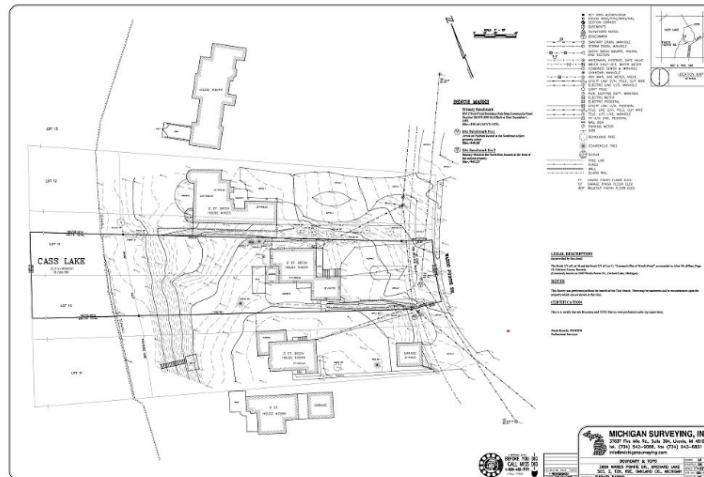


SAMPLE

12x16 GABLE SHED PLAN

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION



**Woodgate Farms Homeowners Association, Inc.,
Shed Application**

Date of Submittal: _____

Project Address: _____

Lot Owner Name: _____

Lot Owner Phone: _____

[Yes/No] Owner is acting as contractor:

Contractor Name: _____

Contractor Address: _____

Contractor Phone: _____

NOTE: Owners are required to obtain and submit a permit application at the Olmsted Township Building Department.

Work is not permitted to start until the Woodgate Farms Homeowners Association, Inc. gives written approval and until a permit is obtained from the Olmsted Township Building Department.

REQUIREMENTS:

Required to be submitted with this application:

1. Site Plan – this diagram will indicate the size of the existing Lot (length and width), size and location of the existing Living Unit (including garage), and the size and location of the proposed shed. Scale for Site Plan is to be 1” = 20’ and is signed by the Owner (3 copies).
2. Topographic Map of the Lot indicating placement of the proposed shed and all existing easements.
3. Elevation Views – this can be a photo, drawing, catalogue cut sheet, etc. that illustrates the front, rear and side elevation views of the proposed shed. Indicate on an elevation view the height of proposed shed. Suggested scale for drawings is 1/4” = 1’.

Application Fee: \$25.00 made payable to: Woodgate Farms Homeowners Association, Inc.

*** This is the application fee and is non-refundable. The Olmsted Township Building Department can provide you with a copy of your site plan and Lot information.**

AUTHORIZATION

The undersigned states that he/she is the owner of the Lot. This application is for the construction of a shed located on the aforementioned project address, its approval is subject to the observance of all Declaration, Bylaws, and Handbook provisions of the Woodgate Farms Homeowners Association, Inc., resolutions of Olmsted Township, and the laws of the State of Ohio, and is subject to revocation if these are not observed.

Signature of Owner

Printed Name

Date

Mail completed application to: **Associated Property Management LLC., 5090 Park Ave West Seville, OH 44273**

Woodgate Farms Homeowners Association, Inc.
Clubhouse Rental Agreement

This Clubhouse Rental Agreement “Agreement” between the Woodgate Farms Homeowners Association, Inc. and the Member for the rental of its Clubhouse, for a private event, is subject to all applicable Declarations, Bylaws, and Handbook restrictions and rules and regulations. All requests to rent the Clubhouse are processed in the order they are received and no more than 6 months in advance. Owners must be in good standing for any Owner or occupant to rent the clubhouse.

Requested by: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Date of Event: _____

Start Time: _____ am/pm – End Time: _____ am/pm

Key Fob # _____

The rental fee for the Woodgate Farms Homeowners Association, Inc. Clubhouse is **\$175.00** and a required security deposit of **\$175.00**. Two separate checks are required and made payable to: Woodgate Farms Homeowners Association, Inc. The security deposit (dated for the rental date) the rental check (dated with current date) must be sent to Associated Property Management (APM) before the Agreement is finalized.

NOTE:

The security deposit will be returned (provided you enclose a self-addressed stamped envelope with your reservation) or shredded within 72 hours after the scheduled event, provided the Clubhouse is left in the same or better condition as it was prior to the event. No damage or loss has occurred, and there have been no infractions of the Clubhouse Rules and Regulations as deemed by the Management Company. The Member reserving the Clubhouse is responsible for payment, repair, and/or replacement of ALL Clubhouse property damaged or lost during the event.

The Member making the reservation must be in attendance for the ENTIRE duration of the event and is responsible for the conduct of all guests.

The Member is also responsible for assuring the Clubhouse cleanliness at the conclusion of the event. Cleanliness is to be in accordance with the “Cleaning and Usage Checklist”. Charges for unacceptable conditions not listed in the cleaning checklist may be deducted from the security deposit.

Cleaning must be completed immediately after the event. Therefore, **the Clubhouse must be cleaned and closed by 12:30 A.M.** All trash must be removed from the Clubhouse and placed into the provided outdoor trash receptacles at the conclusion of the event. Decorations are not permitted to be displayed using thumbtacks, tape, nails, etc., which may cause permanent damage to the paint or walls. When displaying decorations in the Clubhouse, blue painter’s tape, 3M-command adhesive,

or sticky/fun tack are recommended alternatives.

All guest vehicles must be parked in the parking lot area. The parking area must be clean of any party-related debris after the function. Members and/or guests are NOT permitted in the pool area during a private event.

Reservations cancelled within: (7 calendar days or more from the scheduled event date, a full refund of the rental fee will be deducted from the rental fee); (3 – 6 calendar days before the scheduled event date, a \$20.00 cancellation fee will apply) (Less than 72 hours before the scheduled event, the rental fee will not be refunded).

Note: Any infractions of the Declaration, Bylaws, or Handbook rules and regulations may result in enforcement action against the responsible Owner. The Board of Directors has the right to suspend privileges of any Member, in violation of the Declaration, Bylaws or Handbook rules and regulations or who is not current in any assessments owed to the Association.

I understand and agree to abide by the terms of this Agreement as well as the Declarations, Bylaws, or Handbook rules and regulations, including the “Clubhouse Cleaning and Usage Checklist,” and understand that I am responsible for any loss or damage to the Common Properties, including the Clubhouse, or any other property owned or controlled by the Association which may occur as a result of this event.

Signature of Member:	_____	Date:	_____
Signature of Owner:	_____		
(if Member is not Owner):	_____	Date:	_____

After the reservation is made online, this signed Agreement and two checks must be received within 14 calendar days. If not received, the reservation will be cancelled.

Please mail signed Agreement and checks payable to Woodgate Farms Homeowners Association, Inc. to **Woodgate Farms Homeowners Association, Inc, c/o Associated Property Management, 5090 Park Ave West Seville, OH 44273**

****Please read the Clubhouse Rules and Regulations document and review the Cleaning and Usage Checklist located on the last page of this document. This checklist will be used at the pre event check-in as well as during the post event checkout appointments. A representative of The Clubhouse Committee will contact you to arrange these review appointments.**

CLEANING AND USAGE CHECKLIST

Item/Area to Review	Pre Event	Post Event	Notes/Exceptions	Unacceptable Item Charge
1. Kitchen Clean and empty refrigerator, clean microwave oven, counter tops, cabinet fronts, and sink.				\$5.00
2. General Cleaning Clean spills from tables, chairs, mantel, windows and windowsills. Wipe smudges from walls and windows. If needed, vacuum upholstered furniture and under cushions.				\$10.00
3. Garbage Removal Empty wastebasket in kitchen Remove all trash from Clubhouse and place in provided outdoor trash receptacles.				\$20.00
4. Food Remove all food from premises.				\$5.00
5. Clubhouse Interior Make sure no physical damage to walls, tables, chairs, mantel, floor, windows and windowsills.				175.00
6. Clubhouse Exterior Make sure no debris from the event is left on the Clubhouse grounds. (paper, cups, cans, discarded cigarette butts, etc.).				\$10.00
7. Close/lock all windows/doors Close and lock all exterior & interior doors.				\$25.00 per infraction
8. Pool area Off-limits				\$175.00
9. Keep all doors/windows closed during event Applicable when the furnace or air conditioner is in use				
10. Clubhouse cleaned and closed by 12:30 A.M Before you leave ensure lights are off				\$100.00
11. All furniture, tables, chairs, and/or other Clubhouse items (i.e. vacuum cleaner) returned to original location.				\$10.00 per categorical infraction

All doors must be pulled tightly closed before leaving. Thank you!

Clubhouse Committee Inspector Signature _____ Date _____

Members Signature _____ Date _____

DESIGN REVIEW APPLICATION

Woodgate Farms Homeowners Association, Inc.

Submit all documents to:

Associated Property Management, LLC
5090 Park Avenue West
Seville, Ohio 44273
Office: 330-722-3000 Fax: 330-722-3396

Accompanying this application must be three (3) copies of the building floor plans, elevations, and the site plan. These items shall be submitted prior to the Living Unit plan submittal to the Olmsted Township Building Department. The Building Department will not review any plans not approved by Association's Architectural Review Committee.

As stated in the Association's Declarations, the applicant is responsible for review fees.

PLEASE CONTACT THE ARCHITECTURAL REVIEW COMMITTEE TO VERIFY REVIEW FEES AND INCLUDE PAYMENT WITH APPLICATION.

Builder:	
Address:	
Phone No.:	
Drawings Prepared by	
Address:	
Phone:	
Lot No.:	
Date Application Received:	
List the type, manufacturer, and all possible colors and finish (if applicable) for all items listed below:	
Roofing:	
Exterior Trim: (Frieze, Corner Door, Window Surrounds, etc.)	

Gutters:	
Downspouts:	
Siding:	
Brick or Stone (If used)	
Decorative Features (Mantles, Shutters, etc.)	
Stucco: (If Used)	
Decks, Porches, Fences, etc.	
Windows	
Skylights	
Garage Door Square Footage (1600 Sq. Ft. Minimum Habitable for single family Living Units and 1150 Sq. Ft. for Cluster Living Units)	
First Floor	
Second Floor	
TOTAL:	

***FOR USE BY ARCHITECTURAL REVIEW COMMITTEE ONLY:**

Date Application Received:	
Date Application Returned:	
Disposition:	
Approved By:	
Approved as Corrected By:	
Revise and Submit By:	
Revise and Corrected Plans By:	
Remarks:	

Woodgate Farms Master Development Map



Woodgate Farms Landscape, Entrances, and Private Subdivision Map



- Yellow Sections = sub-associations
- Yellow Stars = sub-associations entrances
- Red Stars = Master Association entrances
- Red Ellipses = Master Association landscape areas

Woodgate Farms Retention Ponds



Declaration and Bylaws

ARTICLE VII

GENERAL RESTRICTIONS

Source: Woodgate Homeowners Association, INC. Declaration of Covenants and Restrictions
Cuyahoga County Recorder 20012180007 Page 11 of 36

All of the following 19 Declaration provisions apply to Lots, Living Units, and proposed Living Units in the Properties. These select provisions have been provided for ease of reference only. For a complete listing of all provisions, please refer to the Declaration, as amended.

In the event of a conflict or inconsistency between the Declaration and the Olmsted Township Zoning Regulations as may be amended or any County Subdivision Regulations as may be amended; the Township Zoning Regulations and County Subdivision Regulations will control.

Section 1 - No external or outside antenna of any kind shall be maintained except that an antenna for normal television reception may be used not in excess of 35 feet in height above ground level, provided however that in the event a cable transmission system is available to Owners, said Owners must within 90 days after the availability of such a cable system discontinue the use of the external television antenna and remove the same from the exterior of any Living Unit or Lot.

Except as otherwise provided by the Telecommunications Act of 1996 and Section 130.09 of the Township Zoning Resolution, satellite dishes under 39" in diameter shall be permitted for the transmission or reception of television or radio signals provided Owner obtains written permission from the Architectural Review Committee.¹

Section 2 - No sign or other advertising device of any nature shall be placed upon any Lot or Living Unit except for signs placed by Declarant or by builders and developers and approved by Declarant promoting the development and providing information to Owners and prospective purchasers. "House For Sale" signs, one (1) per lot, may be permitted with the approval of the Board of Trustees of the Association.

Section 3 - No dwelling or Lot shall be used for other than residential purposes. Provided the same is permitted under the Township Zoning Regulations, the exceptions to this shall be for (1) dwellings used as model homes on Lots by Declarant, builders developers (2) dwellings used as administrative offices of the Association (3) buildings owned by the Association and located on Common Properties and construction and sales trailers used by builders for the construction and sale of homes. In any event, there shall be no more than one trailer per builder at any time located within the development. Said trailer's size, location and upkeep to be approved by the Board of Trustees.

Businesses of any kind may not be conducted on any part of residential portions of the Properties except as permitted in this document. An occupant may use a portion of his residence for an office, school or studio, provided it does not become a nuisance to neighbors, nor become principally an office, school or studio as distinct from a residence. The Board of Trustees of the Association may adopt rules which further limit such use.

Section 4 - No clothing or any other household fabric shall be hung outside of any dwelling.

Section 5 - Fences, walls or additions of any kind may not be erected or permitted to remain on the Properties unless approved by the Architectural Review Committee or unless originally constructed by Declarant or with its written approval. No chain link fences are permitted on the Properties.

Section 6 - No dumping is permitted on any part of the Properties unless necessary for construction or

improvements and authorized by Declarant or the Board of Trustees of the Association.

Section 7 - No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board of Trustees of the Association. Only machinery customarily required for the maintenance of private residences and conventional home and hobby machinery may be placed or operated on a Lot ("Permitted Machinery"). The Permitted Machinery must be stored out of sight of adjoining residences, unless such machinery is necessary for use in construction, reconstruction or repair of any building or structure.

Section 8 - No discharge of guns, ammunition or explosives will be permitted. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board of Trustees of the Association.

Section 9 - No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the Common Properties.

Section 10 - Boating, swimming, fishing, wading or any use requiring entry into the retention basins is prohibited. Dumping of refuse or any other form of pollution or waste into the retention basins or surrounding areas is also prohibited.

Section 11 - Provided the same is permitted under the Township Zoning Regulations, construction trailers utilized by builders and/or developers shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way or the Common Properties shall be graded and seeded as soon as possible by the builder/developer. Every reasonable effort shall be made by the builder/developer to keep the sites clear of debris.

Section 12 - No above ground swimming pools are permitted on the Properties. Wading pools no more than two (2) feet in height, installed temporarily during the summer months, are permitted in rear yards.

Section 13 - Each Owner must have landscaping installed and all yards seeded and lawns established within the time established by Olmsted Township Zoning Resolution or one hundred eighty (180) days from the date an occupancy permit is issued to the Owner, whichever period is shorter.

Section 14 - The Common Properties may not be altered in any way without the written approval of Declarant or Board of Trustees of the Association and, if applicable, not without following the procedures required under section 220.11 (b) of the Township Zoning Resolution.

Section 15 - Mail drop facilities for the Single Family portion of the Properties shall be in accordance with the specifications outlined by the Declarant. No other mail drop design shall be permitted within the Single Family portion of the Properties unless prior approval is obtained for the neighborhood Association or the Declarant.

Section 16 - No Single Family Dwelling may be constructed on more than one subplot within the Properties. No Homeowner may acquire adjacent Lot(s) with the intention of leaving said adjacent Lot(s) vacant for a period of more than six (6) months from the date of acquisition of the adjacent Lot(s).

Section 17 - Each Owner is required to plant at least one (1) tree per Lot, two (2) trees per Corner Lot at least 2" in caliper in the tree lawn according to the Woodgate Subdivision Street Tree Planting Program contained in the Woodgate Homeowner's Guide within nine (9) months from the date an occupancy permit is issued to the Owner (see Exhibit "C").

Section 18 - Each Owner is required to install a driveway apron and five-foot (5') wide concrete sidewalk within each Lot. Sidewalks and driveway aprons shall be installed within nine (9) months from the date an occupancy permit is issued to the Owner.

Section 19 - With respect to any concrete sidewalk and driveway apron, which is located within a Lot or adjacent to a Lot and within a public right-of-way, the Owner of such Lot, including any homeowner association (including the Association), shall be responsible for snow removal, maintenance and repair of such concrete sidewalk and driveway apron.

Section 20 -Each owner is required to have an electric light installed at time of construction of all single family and cluster homes. Such light for a single family home, shall be five (5) feet from the edge of the driveway and five (5) feet back from the edge of the sidewalk. Declarant shall approve the location of lights for homes within a cluster area.

The standard light shall be a colonial/coach style black aluminum fixture, minimum width of six (6) inches at base, with a single 100 watt decorative bulb, photo light control for dusk to dawn operation and mounted on a three (3) inch diameter black aluminum pole eighty (80) inches in height. Each owner shall be responsible for maintenance, repair and replacement. A cluster builder may request from Declarant a variance to this standard light style to better conform to a theme within that whole cluster area.

The Association shall have the authority to maintain, repair or replace any light not maintained by an owner after 30 days notification to the owner by the Association. The Owner shall be billed for the repair or replacement of the light.

Section 21 - All uses and construction shall be in compliance with the Township Zoning Regulations.

STREET TREE PLANTING PROGRAM

Woodgate Development requires at least one tree per lot and two trees per corner lot be planted in the treelawn. Each tree is to be planted within the tree lawn between the sidewalk and the roadway.

To keep the streetscape consistent, The Developer requires that only one type of tree be planted on each street within Woodgate. The specific trees to be planted are as follows:

Bradford Pear	Sunburst Honey Locust
Japanese Lilac Tree	Sawtooth Oak
Cleveland Select Pea	Amur Maple
Stone Hill Callery Pear	Globe Norway Maple
Hedge Maple	Snowdrift Crabapple
Cleveland Norway Maple	Mazzard Cherry
Crimson King Norway Maple	Sydney Pearce
Schwedler Norway Maple	European Horse Chestnut
Armstrong Red Maple	Emerald Lustre Maple
Black Gum	Red Sunset Maple
Pyramidal European Hornbeam	

PLEASE RETAIN FOR FUTURE REFERENCE
 Chart of Maintenance Responsibilities
Woodgate Farms Homeowners Association, Inc.

For any item not listed, the responsibility for cost and the performance is the responsibility of the owner of that item.

Architectural Review: Written Board approval must be received prior to the beginning of any exterior modifications (additions, architectural changes). Forward all requests for Board approval to the management company.

Item of Maintenance	Master Association Responsibility	Sub-Association Responsibility	Homeowner Responsibility	Private Streets (Farmington, Harvest Village, Wheaton Place Landings of Timber, and Seton Village)	Notes
Entrance, Signage, and Landscaping	All	All	None	All	
Front Landscape Beds: Mulching, Pruning and Fertilizing	All	All	None	All	
Grass Mowing & Fertilizing of Common Area	All	All	None	All	
Grass Mowing & Fertilizing of Individual Lots	None	None	Individual Lots	None	
Snow Plowing of Driveways & Sidewalks	Common Areas	Common Areas	Individual Lots	Common Areas	
Replacement & repair of driveways & sidewalks	Common Areas	Common Areas	Individual Lots	Common Areas	
Trees in Common areas	All/ Replacement Discretion	All/ Replacement Discretion	None	All/ Replacement Discretion	
Utility Lines, Plumbing & Electric	None	All within Common Areas	All within Lot	All within Common Areas	
Trees in Wooded Areas	All in common area/ Replacement Discretion	All common area/ Replacement Discretion	None	All common area/ Replacement Discretion	Some areas are restricted by conservation easements.

					Contact HOA for clarification
Turf Repair, Reseeding, Sod Replacement	All within Common Areas	All within Common Areas	All	All within Common Areas	
Driveway & Sidewalk Maintenance and Repair	All within Common Areas	All within Common Areas	Individual Lot	All within Common Areas	
Foundations	All within Common Areas	All within Common Areas	Individual Lot	All within Common Areas	
Living Unit Exteriors	All within Common Areas	None	Individual Lot	None	
Windows/Doors	All within Common Areas	None	Individual Lot	None	
Roofs, Gutters, Downspouts	All within Common Areas	None	Individual Lot	None	
Post Lights, including Electric Lines	All within Common Areas	None	Individual Lot	None	
Patios & Decks & Porches	All within Common Areas	None	Individual Lot	None	Style Mandated by HOA
Mailboxes	None	None	Individual Lot	None	Style Mandated by HOA

**REVISED CODE OF REGULATIONS
OF
WOODGATE FARMS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the Association is Woodgate Farms Homeowners Association, Inc., which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meeting of owners (members) and of the Trustees of the Association shall be at such place in Cuyahoga, Ohio as the Board of Trustees (Board) may from time to time designate.

ARTICLE II

PROPERTY OWNERS (MEMBERS)

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit, or Proposed Living Unit in the "Properties" as defined in Article II, Section 1 of the recorded Declaration of Covenants and Restrictions for Woodgate Farms Homeowners Association, Inc. (the "Declaration") shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. In addition, every person who is a tenant of a Living Unit shall be a member of the Association. Voting rights for members of the Association shall be in accordance with Article III, Section 2 of the Declaration.

Section 2. Capitalized Terms. All capitalized terms not defined herein shall have the same meaning as defined in Section 1 of the Declaration.

Section 3 - Annual Meetings. Regular annual meetings of the owners shall be held each year on a date and at an hour established, from time to time, by the Board.

Section 4 - Special Meetings. Special Meetings of the owners may be called at any time by the President, by the Board, or upon written request of owners entitled to exercise one-fourth (1/4) or more of the voting power of owners.

Section 5 - Notice of Meetings. Written notice of each meeting of owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a

copy of such notice, postage prepaid, at least five (5) days before such meeting, to each owner entitled to vote thereat; addressed to the owner's address or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6 - Quorum and Voting Power. At any meeting of members, those present or represented by proxy shall constitute a quorum. A majority of the votes of those members constituting a quorum shall determine all questions or actions to be taken except that no action required by (1) Laws or (2) by the Declaration or (3) by the Code of Regulations of the Association, to be taken by a designated percentage of the voting power may be authorized or taken by a lesser percentage.

Section 7 - Proxies. At any meeting of owners, an owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an owner of his, her or its property.

Section 8 - Action in Writing Without Meeting. Any action that could be taken by owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of owners having not less than a majority of the voting power of owners.

ARTICLE III

BOARD OF TRUSTEES

Section 1 - Initial Trustees. The initial directors shall be those three persons named as the Initial Trustees in the Articles, who shall serve for one year. Initial Trustees are not required to be members of the Association.

Section 2 - Successor Trustees. There shall be at least three but not more than seven Successor Trustees, each of whom shall be a member of the Association. They shall be divided into two groups, Trustee Group A and Trustee Group B. They shall be elected at the next annual meeting of owners.

A staggered term for Successor Trustees will be implemented at the next annual meeting. At this meeting, three (3) Trustees receiving the highest amount of votes, Trustee Group A, will begin a two-year term. The remaining Trustees, Trustees Group B, will take office for a one-year term. At the following annual meeting, Trustees Group B will stand for re-election. This term and all terms subsequent shall be for two years.

All Successor Trustees of the Association shall be members in good financial standing.

Section 3 - Removal. Excepting only Trustees named in the Articles, any Trustee may be removed from the Board with or without cause, by a majority vote of the members. In the event of the death, resignation or removal of a Trustees, that Trustee's successor shall be selected by

the remaining members of the Board and shall serve until the next annual meeting of owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee.

Section 4 - Nomination. Nominations shall be made from the floor at the meetings.

Section 5 - Election. Election to the Board by the owners shall be by ballot.

Section 6 - Compensation. No Trustee shall receive compensation for any service rendered to the Association as a Director. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7 - Regular Meetings. Regular meetings of the Board of Trustees may be held periodically on such dates as the Board may designate.

Section 8 - Special Meetings. Special meetings of the Board shall be held when called by the president of the Board or by any two Trustees after not less than three days notice to each Director.

Section 9 - Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10 - Voting Power. Vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11 - Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all the Trustees.

Section 12 - Powers. The Board shall, under law, have the right, power, and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law;
- (b) enforce the covenants and restrictions set forth in the Declaration.
- (c) repair, maintain and improve the Common Properties and facilities;
- (d) establish, enforce, levy and collect assessments, subject to the provisions of the Declaration;
- (e) adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (f) suspend the voting rights of an owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association;
- (g) declare the office of a member of the Board to be vacant in the event a Trustee shall be absent from three consecutive regular meetings of the Board;
- (h) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property.

Section 13 - Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the owners at each annual meeting of owners, or at any special meeting when such statement is requested in writing by owners representing one-half (1/2) or more of the voting power of the owners;
- (b) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (c) fix the amount of assessments against each property, subject to the provisions of the Declaration;
- (d) give written notice of each assessment to every owner;
- (e) foreclose the lien against any property for which assessments are not paid;
- (f) file an action at law against the owner(s) personally obligated to pay the same;
- (g) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (h) procure and maintain insurance as the Board deems advisable;
- (i) cause the restrictions created by the Declaration to be enforced.

ARTICLE IV

OFFICERS

Section 1 - Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board may from time to time determine.

Section 2 - Selection and Term. The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors. Any officer may also be a member of the Board.

Section 3 - Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4 - Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) **President.** The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) **Vice President.** The Vice President shall perform all the duties of the President in case of the latter's absence or disability.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the owners, serve notice of meetings of the Board and of the owners, keep appropriate current records showing the names of owners of the Association together with their addresses.

(d) Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the owners at annual meetings, and the delivery or mailing of a copy of each to each of the owners.

ARTICLE V

BOOKS AND RECORDS

The books, records and financial statements of the Association shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by owners and the holders and insurers of first mortgages.

ARTICLE VI

APPLICABLE LAWS; PRIORITY OF DOCUMENTS

- (a) Chapter 1702 of the Ohio Revised Code,
- (b) Olmsted Township Zoning Resolution passed in March, 2000, as may be amended from time to time.
- (c) The Declaration
- (d) The Articles,
- (e) This Code of Regulations, and
- (f) The Rules and Regulations
- (g) The Cuyahoga County Subdivision Regulations

The above shall be interpreted as a harmonious whole, and this Association shall be subject to and governed by all of such laws, documents and rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions in the law or document first above listed shall be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 1702 of the Ohio Revised Code and any provisions of any documents or rules listed later, shall be resolved in favor of the documents or rules listed later.

ARTICLE VII

ORDER OF BUSINESS

Section 1 - Generally. The regular order of business of this Association will be:

- (a) Roll Call
- (b) Minutes
- (c) President's Report
- (d) Treasurer's Report
- (e) Committee Reports
- (f) Old Business
- (g) New Business
- (h) Good and Welfare

Section 2 - Suspension of Regular Order of Business. The regular order of business may be suspended by a majority vote of the voting power present at a meeting and constituting a quorum.

Section 3 - Parliamentary Procedure. Robert's Rules of Order shall govern all rules of parliamentary procedure unless otherwise provided by these Regulations.

ARTICLE VIII

AMENDMENTS

This Code of Regulations may be amended by a majority vote of any membership meeting.

ARTICLE VIII

The Association may dissolve itself only upon the following conditions:

- (a) an affirmative vote of seventy-five percent (75%) of its members
- (b) after having established a successor entity to take over said property pursuant to the Township's zoning resolutions including no subdivision of the common open space and compliance with all the other common open space requirements set forth in Section 220.08
- (c) Approval of the township board of trustees

