

# RULES, INFORMATION, CCR'S & BYLAWS

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## **Part Two: Second Amended and Restated Declarations AND Amended and Restated Bylaws**

# Part One: Rules and Information

## Introduction

Woodside Crossing is comprised of 52 single-family dwellings in a cluster development joined together through a Homeowners Association. This community is situated in Strongsville, OH, off Ellsworth Drive, and consists of Woodside Crossing North and South. We are a planned unit development (P.U.D.) and owners own the structure and ground below it. We are not a condominium. The first units on Woodside Crossing South were constructed in late 1995.

Our community is served by the Strongsville Police and Fire Departments, and the Strongsville branch of the U.S. Postal Service. Each Unit, Lot and Common Property is subject to the Ordinances of the City of Strongsville and shall at all times conform to them.

As a private non-profit Ohio Corporation in the State of Ohio, we are governed by Federal, State and Municipal laws, our Declaration of Covenants, Conditions and Restrictions, and our Bylaws.

All units within the Woodside Crossing HOA are required to pay a monthly maintenance fee.

All units are also automatically a member of the **Master Association of The Woods of Strongsville HOA**, to which an annual fee is invoiced by and payable to them directly. Any time there is an absence or question about a Woodside Crossing Rule or Regulation, the Woodside Crossing HOA reverts to The Woods of Strongsville HOA Covenants & Restrictions. You may obtain a copy of The Woods of Strongsville Declarations, available on their website.

The reasons all HOAs have Rules and Regulations are:

1. To ensure the expected quality of life is maintained. We live in very close proximity to each other and must have fairly comprehensive yet reasonable rules of conduct.
2. To protect our investment and to prevent the loss of property values through maintenance neglect, unsuitable additions, structure changes and other “eyesores”.
3. To maintain the ambiance and aesthetics we purchased. For example, our doors and shutters are a specific uniform color, which cannot be changed by an individual owner. All storm doors must be full view white. All garage security lights must remain LED white and are provided by the HOA.
4. The Board of Directors has a legal and fiduciary responsibility to enforce these rules and regulations, and to use the maintenance fees collected for this purpose in the most efficient and effective manner.

We elect a Board of Directors, which is composed of three (3) or five (5) unit owners (residing in their unit), each serving a 3-year term. If the entire Board is elected at the same time, they will serve staggered terms (3-year, 2-year, 1-year). The Board then elects their own officers, i.e., President, Treasurer, Secretary and Members-at-Large. The Board may also select unit owners as assistants and to other positions, committees, etc. The Board manages affairs on behalf of all unit owners, and meets periodically as needed, usually 4-6 times per year. When available, Board Members attend a variety of seminars related to HOA Management sponsored by our HOA attorneys, Kaman and Cusimano, LLC.

We have one (1) Homeowners Association meeting per year, usually in April. At the Annual Meeting members will elect representatives to the Board of Directors. They may also express concerns and make suggestions for improving our environment.

We have one part-time Service Manager. The Service Manager has the following duties:

1. Periodically inspects the exterior of the units and the grounds including the common grounds.
2. Finds, monitors and evaluates repair, landscaping maintenance and snow removal contractors as approved by the Board of Directors.
3. Receives and responds to external maintenance requests. See Section XIII for the form. (Section I of this booklet will define what the HOA is responsible for.)
4. Performs repairs as approved by the Board.
5. Advises the Board of Directors regarding all maintenance requirements including potential maintenance problems.
6. Attends appropriate training seminars.

Additional information on the structure of our Association is contained in the Woodside Crossing Amended and Restated Declaration of Covenants, Conditions and Restrictions and Amended and Restated Bylaws, recorded in Cuyahoga County and reproduced in Part II of this booklet. Copies of these documents must be obtained at the time of purchasing your home from the seller in accordance with Ohio Disclosure Laws.

See the insert for the current Board Members and Service Manager. The insert also states the current maintenance fees.

The mailing address for our HOA is:  
Woodside Crossing HOA  
PO Box 361634  
Strongsville, Ohio 44136

On behalf of the Association, we hope you enjoy your home in our great community. Our objective is to maintain Woodside Crossing HOA as a desirable place to live, and to maintain and increase the value of your investment. At any time, please submit any general comments, ideas, requests, or complaints to any member of the Board or to the Service Manager.

# I. HOA – Association’s and Homeowner’s Responsibilities

ASSOCIATION'S RESPONSIBILITIES	HOMEOWNER'S RESPONSIBILITY
<ol style="list-style-type: none"> <li>1. Landscaping Maintenance includes mowing, fertilizing, mulching, aeration, etc. Common area tree trimming and/or removal. Trimming and/or removal of shrubs planted by builder.</li> <li>2. Snow removal at 2 inches (driveway &amp; front walk to door)</li> <li>3. Painting garage door, exterior door, moldings &amp; trim*</li> <li>4. Brick work*</li> <li>5. Roof – routine maintenance, repair, &amp; replacement*</li> <li>6. Driveway, sidewalk, original patio*</li> <li>7. Siding – repair, replacement*</li> <li>8. Lights (entry door &amp; garage) – repair of sensors, fixtures and bulbs</li> <li>9. Patio door lights – repair of original fixtures only</li> <li>10. Gutters*</li> <li>11. Gutter cleaning – twice annually</li> <li>12. Painting of exterior surfaces</li> <li>13. Backyard water faucet valve</li> <li>14. Annual spraying for insects/bees/wasps</li> <li>15. Outside outlets</li> <li>16. Fence maintenance</li> <li>17. Chimney caulking</li> </ol>	<ol style="list-style-type: none"> <li>1. Cleaning windows (inside and out)</li> <li>2. Interior repairs</li> <li>3. Interior appliances</li> <li>4. Garage door opener, springs, motor &amp; portable sensors</li> <li>5. Repair/replace doors, windows (to match existing)</li> <li>6. Garage door damage/replacement (to match existing)</li> <li>7. All interior plumbing and electrical</li> <li>8. Fireplace logs – gas &amp; wood</li> <li>9. Inside garage water faucet valve</li> <li>10. Approved additions – all maintenance</li> <li>11. Interior insects/pests</li> <li>12. Screen repair and replacement</li> <li>13. Driveway stains</li> <li>14. Watering grass/plants</li> <li>15. Patio flower bed area</li> <li>16. Storm doors</li> <li>17. Dryer vent cleaning</li> <li>18. Pet cleanup - immediate</li> <li>19. Replacement of back bulbs in patio light fixture</li> <li>20. Weatherstripping on doors &amp; windows</li> <li>21. Removal of holiday decorations in a timely manner</li> </ol>
<p>*Does not apply if damage caused by homeowner</p> <p>The HOA is responsible to repair only the roof leaks but not the interior damage, see appendix XIII “Interior water damages”.</p>	<p>As the Homeowner owns the entire home, the owner is responsible for everything that makes up the home, inside and out, except where the Declarations explicitly state otherwise.</p> <p>Responsibility for the maintenance and repair of doors, windows and garage doors was <i>designated as a Homeowner’s responsibility</i> pursuant to a letter from Kaman &amp; Cusimano, Attorneys at Law, Dec 16, 2005. The <i>HOA will paint the exterior surfaces.</i></p> <p>-Kaman &amp; Cusimano</p>

## II. Architectural Review Committee

In order to create uniformity, preserve integrity and establish common guidelines and standards for improvement projects within Woodside Crossing, the following rules apply to all external modifications.

1. A written request with supporting, detailed information and drawings for any type of modification, installation, or addition to the exterior of a unit must be submitted to the Architectural Review Committee for review.
  - a. Written approval must be obtained from the Architectural Review Committee **prior** to the initiation of any project. Failure to receive prior written approval may result in the removal of an unapproved item.
  - b. A building permit must be obtained from the City of Strongsville *before* work starts.

2. Installation of replacement garage doors or windows must conform to the original design. Entrance doors must be the original design, or one of the Board approved alternate styles. Storm/screen doors at an entrance door must be full view white. All replacements must have prior, written approval from the Architectural Review Committee. Security screen doors and bars on the windows are prohibited.
3. Canopies, Attached Awnings, and Enclosed Patios
  - a. No wall or other structure shall be erected, constructed, placed, added to, deleted from, changed or remodeled, or permitted to remain except in strict accordance with plans, specifications, and drawings previously approved in writing by the Architectural Review Committee. Permanent roofs on approved additions must be rolled roofing/metal, not shingles.
  - b. Requests to build or purchase a canopy, attached awning, or enclosed patio must be approved in writing by the Architectural Review Committee. Canopy and awning colors must also be approved by the Architectural Review Committee.
  - c. Any damage to the existing unit from the canopy, attached awning, or enclosed patio is the complete responsibility of the unit owner.

Review and approval of any application pursuant to the above shall be made on the basis of aesthetic considerations only, and neither the Association, Board of Directors, nor the Architectural Review Committee shall bear any responsibility of ensuring the marketability, structural integrity, or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. The Association, Board of Directors, nor the Architectural Review Committee, nor any member of the foregoing shall be held liable for any injury, damage, or loss arising out of the manner or quality of approved construction or modifications to any dwelling structure.

### III. Landscaping

1. Homeowners are prohibited from changing, adding, or removing any healthy shrubbery or trees without the prior, written approval of the Architectural Review Committee.
2. Changes to the exterior of a unit that utilizes railroad ties, landscaping timbers, bricks, rocks and/or such items as shrub bed enclosures are prohibited without prior, written approval from the Architectural Committee. No borders are permitted in front lawns or flowerbeds located in front lawns.
3. The flowerbeds located in the front lawn may not be altered in size or shape without prior approval of the Architectural Review Committee.
4. Patio Flowerbeds
  - a. Each homeowner may plant any variety of plants in their patio flowerbeds. Each owner is responsible for maintaining his/her own patio flowerbeds. Alterations of shape or size of patio flowerbeds must be first approved by the Architectural Review Committee.
5. Do NOT cut down or trim any trees. Contact the Service Manager if you have issues/problems.

**THE ASSOCIATION, AT THE EXPENSE OF THE UNIT OWNER, MAY RECTIFY AND/OR REMOVE ANY UNAUTHORIZED CHANGES MADE TO THE LANDSCAPE.**

## IV. Snow Removal

1. The Association is responsible for reasonable snow removal on driveways, walkways up to the front door, guest parking areas and mailbox areas for snowfall over two (2) inches. Homeowners are responsible for snow removal from patios and extended sidewalks from the front door to the patio. Walkway must be unobstructed for it to be shoveled. Plowing/shoveling will not occur if vehicles are in driveway or if walkway to front door is obstructed.
2. Unit owners must not give instructions to **any service contractor** that has been hired by the Association. This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure the contractor is performing the work in accordance with the contractual agreement. All service contractor requests or complaints must be submitted to the Service Manager in writing. See Section XIII for the Maintenance Form Request.

## V. Pets

1. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept within a unit, subplot, or common areas, except for dogs, cats, birds, and other customary household pets, provided they are not kept, bred, or maintained for any commercial purpose.
2. No more than two (2) pets per unit are permitted.
3. Pets must be leashed at all times when outside of a unit and may not encroach beyond the privacy fence.
4. Pets are prohibited from being housed outside of a unit. A cat or dog may occasionally be kept outdoors, provided the pet does not disturb any other unit owners.
5. Pet owners are responsible for the immediate and complete cleanup after their pets and are responsible for any and all damage caused by their pets.

## VI. Nuisances

1. No noxious activities, unlawful conduct or actions that constitute an unreasonable source of discomfort or annoyance shall be permitted on any portion of the property (including the Living Units). The Board possesses the authority to determine what is "reasonable" in these circumstances.
2. No person shall own or store hazardous materials – including those that may or cause risk of fire, explosion or other dangers or any items that would increase or result in the cancellation of insurance coverage.
3. No devices or items that could disturb the peace, quiet, safety, comfort, or serenity of the residents or surrounding property owners are allowed to be kept on any portion of the Woodside Crossing area.
4. Loud music emitted from automobiles or household, if disturbing to occupants of surrounding households, is strictly prohibited.
5. Littering is prohibited. Trash bags or containers put out for pick up must be secured to prevent animals or wind from littering the street and must be cleaned up by homeowners.

6. Outside storage of debris, trash, paper, bottles, and cans is prohibited. Trash cans must be stored inside garage until trash day.
7. Guest parking may not to be used as a permanent parking spot for residents. This is to be used for “temporary” guest or resident parking only. They are not to be used for storage of excess vehicles.

## VII. Tents, Temporary Structures and Storage of Property

1. All tents, utility sheds, shacks, trailers, or other structures are prohibited. Outside storage of property (including, but not limited to toys, tools, machinery and lumber) is prohibited on common ground.

## VIII. Sale of Units

1. Owners are required to notify the HOA Board of any potential sale or change in occupancy thirty (30) days prior to such change. A “For Sale” sign is permitted within the subplot of the unit being sold.
2. After a unit is sold, the new owner or real estate agent should contact the Board to discuss maintenance fee information and receive our welcome packet.
3. The seller is responsible for providing copies of this book of the Rules & Information **and** Declaration of Covenants, Conditions and Restrictions **and** Bylaws & Amendments to the buyer.
4. The following may be a useful checklist for you, your real estate agent and buyer.
  - a. All units within the Woodside Crossing HOA are required to pay a monthly maintenance fee.
  - b. Woodside Crossing is a Planned Unit Development (P.U.D.) or Homeowners Association, **NOT** a condominium. Each owner owns the structure and ground below it, but not the “common ground”. This is why the HOA receives and pays real estate taxes on the common ground. Owners own their “lots”, and the lot is defined by the “covenants”, and in our case, this means the land immediately beneath the structure. While we have exclusive use of each patio, we do not own the land beneath it.
  - c. Units cannot be rented or leased, with the exception of owner’s family (see IX. Leasing of Units, 1. e.).
  - d. All units are also automatically a member of the **Master Association** of **The Woods of Strongsville HOA**, to which an annual fee is invoiced by and payable to them directly.

## IX. Leasing of Units

1. Leasing is NOT permitted. The Master Association, The Woods of Strongsville HOA, states the following regarding leasing, see section 17 of **their** Declarations dated March 1, 2004.
  - a. No unit shall be leased by a unit owner to others as a regular practice of business, speculative investment, or other similar purpose.
  - b. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his/her/their unit to a specified renter for a period not less than four (4) consecutive months, nor more than a total of twenty-four (24) consecutive months.
  - c. All leases shall be subject to the rules, covenants, and restrictions of THE WOODS OF STRONGSVILLE HOMEOWNERS ASSOCIATION COVENANTS & RESTRICTIONS and permission to lease must be submitted to both The Woods of Strongsville HOA & the Woodside Crossing HOA Boards.

- d. All leases shall be approved by the Woodside Crossing HOA Board of Directors thirty (30) days before the Unit is occupied and shall contain an addendum prepared by the Association specifying certain restrictions which are to be made part of the lease.
- e. This restriction on leasing shall not apply to an Owner's "Family Members" who are defined as the Owner's spouse, former spouse, children, grandchildren, parent, grandparents, adopted children, stepchildren, stepparents, natural siblings (brothers & sisters) and parents of adopted children. Legal identification of family members and proof of relationship to homeowners must be submitted to the Woodside Crossing HOA Board prior to moving in.
- f. Under circumstances where leasing is allowed, units shall be leased in their entirety. The leasing of only part of a Unit is prohibited.

## X. Lot and Unit

1. Each lot and unit shall be used exclusively as a single-family residence.
2. Sexual Predator Occupancy Restriction
  - a. On June 2, 2005, our Declarations were amended and recorded on June 20, 2005, to wit, Article VI, Section 17 "Occupancy Restriction" which states a registered sexual predator, or a habitual offender cannot reside and/or occupy a unit for any length of time.
3. No trade business or occupation of any kind shall be conducted, maintained or permitted on any part of the property, provided however, an occupant of a unit may use a portion thereof for the occupant's office, as long as the activities do not interfere with the enjoyment or comfort of the owner of any other unit.
4. No unlawful use shall be made of any property.
5. No boats, motor homes, commercial trucks, or any other commercial or recreational vehicles shall be parked on the street or in any parking area. (These vehicles may be kept in your garage.)
6. Window air conditioners are not permitted.
7. Solar panels are not permitted.
8. Entry door and front & side garage lights are provided by the HOA and must be white LED lights as these act as security lights in the absence of streetlights.
9. Holiday decorations and lights are encouraged (other than the white LED front garage light); however, they **must** be removed in a timely manner.
10. Although our Second Amended and Restated Declarations say that no signs, except "For Sale" signs are allowed, we will allow "Garage Sale" and encourage "celebration" type signs on a temporary basis.
11. The Association (not the individual owner) shall be responsible for the maintenance/repair/replacement of exterior roofing, siding and trim of each unit **including** the cost of doing so... unless the necessity of such repair/replacement is caused by homeowner, or caused by a fire or other casualty covered under homeowners' insurance. In addition, the Association shall maintain the exterior of each unit in the manner in which others on the property are maintained, including periodic painting of the same color.
12. Exterior antennas, satellite dishes, skylights and sun tubes must be approved by the Architectural Review Committee **prior** to installation.

13. Each owner shall maintain and keep in full force and effect the following homeowners' insurance:
  - a. adequate liability insurance covering such owner's unit and lot
  - b. fire, extended coverage, vandalism, and malicious mischief, "all risk" insurance and any other types of hazard insurance coverage on such owner's unit as may be designated from time to time in rules adopted by the Association. The casualty insurance shall be in the amount of the full replacement cost of each unit (excluding excavation and foundation costs).
  - c. Our CCR requires you to provide The Homeowners' Association with a copy of your insurance policy when the unit is initially occupied then annually upon renewal or if policy changes. A reminder will be sent to you in the month it renews, however, this is ultimately your responsibility. *If policy is not provided to us within 60 days of your policy renewal, a \$20.00 violation fee will be added to your account.*  
As a convenience, you can ask your insurance company to add *Woodside Crossing HOA, P.O. Box 361634, Strongsville, OH 44136* as an "interested party". This will trigger the insurance company to automatically mail us your renewal each year. For the first year, you may need to request they mail us a copy; but each year after, the renewal will be automatically mailed (as long as you own the unit).
14. Privacy fences are the property of the Association and shall be maintained by same.
15. The association shall pay for the insurance, taxes, and assessments for the common property.

## XI. Assessments and Collection Policy / Procedure

There are two kinds of assessments, a monthly maintenance fee and a possible special assessment for unexpected capital improvements or for repairs for which there are insufficient reserve funds.

1. The annual maintenance fee for all units within the Woodside Crossing Homeowners Association is listed on the insert providing names of current Board Members. **The fee is collected monthly and is DUE on the first of each month.** Monthly maintenance fees can be paid directly from your bank or credit card through our online portal at PayHOA. Our Treasurer can provide instructions on how to do this. There is a small fee for the convenience of paying online through PayHOA. If you do not pay via PayHOA, you can pay via electronic funds transfer through your bank or a check can be mailed to our P.O. Box 361634, Strongsville, OH 44136. If you choose to pay monthly by check, we can provide you with monthly coupons. Any payment not received by the 10th of the month shall be subject to a late fee of \$20.00 per month (or higher as determined by the Board).
2. Failure to pay maintenance fees, assessments and late fees may result in the Association filing a lien against the Homeowner's property. Article V, Section 1 of the Declarations of CCR states that all legal and court fees shall be the Homeowner's responsibility as well.
  - a. 1 month late: Late fee assessed
  - b. 2 months late: Registered letter to Homeowner and additional late fee
  - c. 3 months late: Lien filed against Homeowner's property and additional late fee
  - d. 5 months late: Foreclosure proceedings begin and additional late fee
3. The Board will determine if and when a special assessment is needed.
4. The Woods of Strongsville HOA (Master Association) has an annual fee due & collected by them in January.

## XII. Enforcement and Assessment for Rule Violations

### **VOLUNTARY COMPLIANCE OF THE RULES IS EXPECTED.**

1. The unit owner shall be responsible for any violation of the Rules & Regulations **and** Second Amended and Restated Declaration of Covenants, Conditions and Restrictions **and** Amended & Restated Bylaws by the unit owner, guests, or occupants.
2. A rule violation {as determined by the Board} that affects the rights of others, or their property may result in legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees shall be added to the account of the responsible unit owner.
4. The Woodside Crossing Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Amended and Restated Bylaws, The Woods of Strongsville HOA (Master Association) and Statute 5312 of the Ohio Revised Code have overriding authority if the rules do not specifically cover a particular situation under the "Rules and Information".

## XIII. Procedures, Forms and Exhibits

### **CHANNELS OF COMMUNICATION**

The Board of Directors consists of three (3) or five (5) unit owners (residing in their unit), and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making decisions affecting our property. Decisions concerning the property are made during Board meetings.

In between Board meetings, the Association relies on the Service Manager to handle all maintenance communications by and between the Association's owners, contractors, and vendors.

If you have any other questions or concerns, please direct the matter, in writing, to either a Board member or to the Service Manager. In case of an emergency, you should contact the Strongsville Fire or Police Departments.

### **COMPLAINT PROCEDURE**

Complaints against anyone violating the rules must be submitted to a member of the Board in writing, and must contain the date, signature, address, and telephone number of the individual filing the complaint.

### **ENFORCEMENT AND ASSESSMENT FOR RULE VIOLATIONS PROCEDURE**

The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by owner, guests, or the occupants, including tenants of his/her unit.

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 governing documents, as the Board, in its sole

discretion may determine. The entire cost effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.

All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.

In addition to any other action and in accordance with the procedure outlined below, actual damages and/or an enforcement assessment of up to but not exceeding \$75.00 per occurrence (or per day, if the violation is of an ongoing nature), *may* be levied by the Board against an owner.

Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

1. A discussion will be had with any homeowner in violation of the Rules, in an effort to mediate and resolve the issue.
2. Written notice(s) will be served upon the alleged responsible owner by delivery to the owner's home by email, in person, or by the U.S. Mail, specifying:
  - a) A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
  - b) A description of the property damage or violation; and
  - c) The amount of the proposed charge and/or enforcement assessment; and
  - d) A statement that the owner has a right to a hearing before the Board to contest the proposed charge and/or enforcement assessment.
3. To request a hearing, the owner must mail or deliver a letter requesting a hearing to a member of the Board no later than the tenth day after receiving an enforcement assessment for a violation.
  - a) If an owner requests a hearing within the 10 days, the HOA shall provide the owner with a written notice that includes the date, time, and location of the hearing... and will do so at least seven days prior to hearing. If the owner does not make a request for a hearing within the 10 days or does not appear at a scheduled hearing, then the right to that hearing is waived and the charge for damages and/or enforcement assessment will be immediately imposed; and
  - b) At the hearing, the Board and the responsible owner will have the right to present any evidence. This hearing will be held in the Executive Session. Proof of hearing notice, evidence or written notice to the owner to abate action and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision, and any enforcement assessment imposed within thirty (30) days of the hearing.

Please familiarize yourself with the above procedures and the following forms:

1. MAINTENANCE REQUEST FORM
2. ARCHITECTURAL REVIEW REQUEST FORM
3. SATELLITE DISH OR ANTENNA INSTALLATION WAIVER AND RELEASE FORM
4. SKYLIGHT OR SOLAR TUBE INSTALLATION WAIVER AND RELEASE FORM
5. SALE OF HOME (CERTIFICATE OF COMPLIANCE) FORM
6. COMPLAINT FORM
7. EXHIBIT: INTERIOR WATER DAMAGES
8. EXHIBIT: MAP OF THE ASSOCIATION

Woodside Crossing Homeowners Association  
P. O. Box 361634  
Strongsville, Ohio 44136

## MAINTENANCE REQUEST FORM

Date: \_\_\_\_\_ Owner Phone: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Nature of Request:

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Received by Association:

\_\_\_\_\_  
Service Manager Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Service Manager (Signature)

**This signed form must be returned to:**

Paul Rehak, Service Manager  
18104 Woodside Crossing North  
440-821-9132

## ARCHITECTURAL REVIEW REQUEST FORM

1. Date: \_\_\_\_\_ Owner Phone: \_\_\_\_\_

2. Owner Name: \_\_\_\_\_

3. Owner Address: \_\_\_\_\_

4. Owner Signature: \_\_\_\_\_

5. Briefly describe the proposed exterior modification, location of modification and necessary construction materials that are required:

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6. Will there be any modifications in the basic utility services or existing structure to accommodate the proposed modification?

	Yes	No		Yes	No
Antenna	_____	_____	Satellite Dish	_____	_____
Cable TV	_____	_____	Security Cameras	_____	_____
Electric	_____	_____	Siding	_____	_____
Gas	_____	_____	Sidewalk	_____	_____
Patio - Concrete	_____	_____	Skylights	_____	_____
Patio - Cover	_____	_____	Sun Tubes	_____	_____
Patio - Fence	_____	_____	Telephone	_____	_____
Roof	_____	_____	Water/Sewer	_____	_____

7. If you answered YES to any question above, attach an explanation in detail.

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8. Please attach a sketch of the modification, along with measurements.

**This signed form must be returned to:**

Paul Rehak, Service Manager  
18104 Woodside Crossing North  
440-821-9132

Woodside Crossing Homeowners Association  
P. O. Box 361634  
Strongsville, Ohio 44136

## SATELLITE DISH OR ANTENNA INSTALLATION WAIVER AND RELEASE FORM

I/We, \_\_\_\_\_, the owner(s) of the unit located at \_\_\_\_\_, have received approval from the Woodside Crossing Architectural Review Committee to install or remove a Satellite Dish or Antenna, including any structures, fixtures or associated materials. I/We assume liability for any damage to our property, the Association's and/or other owner's property that occurs due to Satellite Dish or Antenna installation, maintenance, use or removal.

I/We shall indemnify, defend, and hold the Association, its Board Members, Service Manager and Unit Owners, their successors, heirs, and assigns, harmless from any and all liability for any damage, loss or injury, including death, caused by, related to or that may arise from the installation, maintenance, use or removal of the Satellite Dish or Antenna.

I/We agree to pay for all costs associated with the installation, maintenance, use or removal of the Satellite Dish or Antenna. Such costs include but are not limited to any and all expenses incurred for moving the Satellite Dish or Antenna on a temporary basis to enable the Association to maintain property for which it is responsible.

\_\_\_\_\_  
Owner Name(s) (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner(s) (Signature)

**This signed form must be returned to:**

Paul Rehak, Service Manager  
18104 Woodside Crossing North  
440-821-9132

Woodside Crossing Homeowners Association  
P. O. Box 361634  
Strongsville, Ohio 44136

## SKYLIGHT OR SOLAR TUBE INSTALLATION WAIVER AND RELEASE FORM

I/We, \_\_\_\_\_, the owner(s) of the unit located at \_\_\_\_\_, have received approval from the Woodside Crossing Architectural Review Committee to install or remove a Skylight/Solar Tube and any structures, fixtures or associated materials. I/We assume liability for any damage to our property, the Association's and/or other owner's property that occurs due to the Skylight/Solar Tube installation, maintenance, use or removal.

I/We shall indemnify, defend, and hold the Association, its Board Members, Service Manager and Unit Owners, their successors, heirs, and assigns, harmless from any and all liability for any damage, loss or injury, including death, caused by, related to or that may arise from the installation, maintenance, use or removal of the Skylight/Solar Tube.

I/We agree to pay for all costs associated with the installation, maintenance, use or removal of Skylight/Solar Tube. Such costs include but are not limited to any and all expenses incurred for moving the Skylight/Solar Tube on a temporary basis to enable the Association to maintain property for which it is responsible.

\_\_\_\_\_  
Owner Name(s) (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner(s) (Signature)

**This signed form must be returned to:**

Paul Rehak, Service Manager  
18104 Woodside Crossing North  
440-821-9132

Woodside Crossing Homeowners Association  
P. O. Box 361634  
Strongsville, Ohio 44136

## COMPLAINT FORM

Owner Address: \_\_\_\_\_

Name of Offender (if known and/or applicable): \_\_\_\_\_

Location: \_\_\_\_\_ # of Occurrences: \_\_\_\_\_

Date(s)/Time(s) of Violations: \_\_\_\_\_

Details/Nature of Complaint (i.e., animal, noise, etc.) [include name of offender if known and/or applicable]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has any attempt been made to resolve this problem by you or someone else (circle one):      YES      NO

If YES, what were the results: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Owner Name(s) (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner(s) (Signature)

### Received by Association:

\_\_\_\_\_  
Board Member Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member (Signature)

**This signed form must be returned to:**

Woodside Crossing HOA  
P.O. Box 361634  
Strongsville, OH 44136

## **EXHIBIT: INTERIOR WATER DAMAGES**

By: David W. Kaman, Esq.

As a result of either heavy rain or ice and snow build up, as association's roof leaks, causing damage to walls, wallpaper, and carpet. In a separate instance, a pipe leak in an adjoining or upper-level home causing damage to electronics and/or clothing. A common question arises as to the responsibility of the association.

Generally, the association is not responsible for interior damage caused by an accident or act of nature. Since the association did not cause the water line break, the heavy rain or the snow and ice buildup, it is not responsible for the interior unit damage. The association is responsible for repairing the roof or common element water line leak while the owner is responsible for interior unit lines, wallpaper, carpet, and personal property. The owner's insurance should cover any damage over his/her deductible.

Responsibility for drywall varies from association to association. Specific language in governing documents determines whether the owner or the association is responsible for the drywall.

\*(The law firm of Kaman & Cusimano represents our Association)

NOTE: Our Declarations do not mention drywall, this is the homeowner's responsibility.

# EXHIBIT: MAP OF THE ASSOCIATION

BLOCK	SUBLOTS
A	Elisworth 67-76
B	Northrup 77-88
C	Elisworth 61-66; 89-92
D	Elisworth 47-48; 58-60; 93-96
E	Hazen 99-108
F	Walnut 97-98; 109-118
G	Elisworth & Whitmarsh 43-46; 49-52; H5-H10
H	Elisworth 31-32; 39-42; 53-57
I	Elis. & Mart. 1; 33-38; H1-H4; H11-H12
J	Martins 2-7; 26-30
K	Martins & Elm 8-13; 22-25
L	Oliver 14-21
M	Lyon L1-7; L19-21
N	Lyon L8-18
O	Blue Spruce L22-30; L31; L53
P	Blue Spruce L32-39; L50-52
Q	Blue Spruce L40-49
R	Woodside Crossing N W31-41
S	Woodside Crossing N W42-52
T	Woodside Crossing S W1-15
U	Woodside Crossing S W16-30
V	Woodhaven W53-64
W	Woodhaven W65-76
X	Westbrooke W77-88

