



MEADOW LAKES  
HOMEOWNERS  
ASSOCIATION

*[www.meadowlakeshoa.com](http://www.meadowlakeshoa.com)*

COMMUNITY HANDBOOK  
with  
RULES and REGULATIONS

APRIL 2008

## Dear Meadow Lakes Homeowner:

On behalf of the Meadow Lakes Homeowners Association, Inc. and as Managing Agent for the Association, we wish to welcome you to the Meadow Lakes Community.

We are pleased to present you with this Community Handbook. It has been prepared for you to provide helpful information and acquaint you with the procedures, rules, regulations and policies established by your Board of Trustees.

Please keep this book for future reference. Revised pages will be provided as needed.

Use the Meadow Lakes HOA website ([www.meadowlakeshoa.com](http://www.meadowlakeshoa.com)) for your community information and communications needs. Register at the 'Get Connected' link to receive automatic news and information updates. This website is brought to you free of charge thanks to its Sponsors. Keep them in mind when you need goods or services and let them know you saw their ad on the site.

As your Managing Agent, we are always available to answer questions or to help solve problems that you might have with matters that pertain to the operation of your Association.

Sincerely,

Leonard E. Mauger II, President  
M2 Management Group  
Managing Agent for Meadow Lakes Homeowners Association

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# Meadow Lakes Homeowners Association

## COMMUNITY HANDBOOK

### TABLE OF CONTENTS

PAGE 2.....	What is a Community Association?
PAGE 3.....	Association Legal Documents
PAGE 3.....	Reserve Accounts
PAGE 4.....	Roles and Responsibilities
PAGE 6.....	Lifestyle Section
PAGE 6.....	Resale of Your Home
PAGE 7.....	Assessments Policy
PAGE 8.....	Covenants, Rules and Regulations
PAGE 10.....	Architectural/Design Restrictions
PAGE 14.....	Right to Modify Guidelines
PAGE 15.....	Enforcement of Covenants
PAGE 16.....	Rule Infraction Report Form
PAGE 17.....	Infraction Penalty Assessment Structure
PAGE 18.....	Architectural/Design Change Application Form
PAGE 19.....	Architectural/Design Change Application Instructions
PAGE 20.....	Collection Policy

Page Numbers Revised April 1, 2009

Page 20 Added September 1, 2009

## WHAT IS A COMMUNITY ASSOCIATION?

A Community Association is a group of owners who wish to provide a communal basis for preserving, maintaining and enhancing their homes and property. As a member, he/she has a voice and vote in the Association's affairs. These votes are cast during annual or special meetings of the general membership.

The Community Association is an incorporated, nonprofit organization operating under recorded land agreements. These recorded documents are available to all owners prior to purchasing a home. Each member is subject to a charge for a proportionate share of expenses for maintenance of common property and support of other necessary activities of the organization.

1. Membership in the Association is mandatory and automatic for all owners.
2. Certain legal documents bind all owners to be governed by the Community Association.
3. Mandatory dues and/or assessments are levied on each owner in order to operate and maintain the Association.

## WHAT DOES IT DO?

The major responsibility of the Association is to protect the investment and enhance the value of the property owned by the members. This is done by providing for the physical maintenance and operation of the shared property.

The Association has other responsibilities, such as, enforcing the master regulations and architectural controls, and setting up an effective communication system among members.

To ensure that the Association is a well-run organization, a professional management firm has been retained by your Board of Trustees as an integral part of the operation of the Association. The professional management staff of M2 Management Group (also known as Managing Agent) will facilitate the day-to-day operations of the Association. Specifically, the Managing Agent maintains the Association's finances, oversees its contractors, prepares and distributes an annual and reserve budget while interfacing with the homeowner community.

## THE COMMUNITY ASSOCIATION IS A BUSINESS

No matter what role you play in the Association, one thing is certain; you will want it to operate as smoothly and efficiently as possible. The most important thing to remember about a Community Association is that it is a business. To be successful, it must be operated like one.

Page Revised April 1, 2009

## ASSOCIATION LEGAL DOCUMENTS

The legal documents of an Association are:

1. Recorded Maps and Plats: Show the precise location of each lot as well as the Common Areas.
2. Declaration of Covenants and Restrictions: Defines or limits the rights of ownership. Brings the Association into existence because it spells out the essential elements of ownership.
3. Articles of Incorporation: Brings the Corporation into existence. Defines its basic powers and purpose. Indicates whether stock will be issued. Indicates if there will be a Board of Trustees.
4. Code of Regulations (By-Laws): State the requirements for membership in the Association. Establishes the requirements for Membership meetings, voting rights of Owners and the procedures for electing the Board of Trustees. Establishes the powers and duties of the Board. Sets the indemnification of the Trustees and Officers.

## RESERVE ACCOUNTS

The Reserve Account is the Association's way of setting aside money for future repairs and replacements. Each year, certain parts of your assessment are to be set-aside in a special interest-bearing account to plan for the replacement and repair of the common areas. This helps to protect and preserve property values. This is included in the overall budget for the Association. Reserves are evaluated each year and adjusted to reflect inflation and changes in the common areas.

Your ability to sell your home can be influenced by the adequacy of, or non-existence of, Reserves set aside by the Association. Primary lenders consider Reserves for future needs a key part of a good financial policy and can consequently be more receptive to lending money in communities with a good, established Reserve Account policy.

Reserves do, therefore, directly affect the resale value in Associations.

# ROLES AND RESPONSIBILITIES

## 1. OWNERS

The basic authority in a Community Association lies with the owners. The owners elect a Board of Trustees to act on their behalf. Usually the governing documents delegate almost all of the Association's decision making powers to the Board.

Typically this leaves the owners only with the power to elect or remove the Trustees, amend the governing documents and approve or deny a special assessment.

## 2. BOARD OF TRUSTEES

The Board of Trustees bears the ultimate responsibility for operating the Association on behalf of the owners.

The Role of the Board of Trustees is to set Policies, Standards, Procedures, Programs and Budget for the Association.

The Responsibilities of the Board of Trustees are to Maintain, Protect, Preserve and Enhance the common areas to support the unit values of the total community.

The Board of Trustees is authorized on behalf of the Association to:

- A. Enter into management contracts and other agreements to provide for the management, maintenance, repair and replacement of the common areas.
- B. The general supervision of the affairs of the Association.
- C. Make Rules and Regulations for the governing of the Association and enforce same.
- D. Prepare, approve and distribute the Annual and Reserve Budgets.
- E. Determine the amount of the Annual Assessment and any Special Assessments.
- F. Prepare liens and foreclose on delinquent accounts.
- G. Establish and enforce Architectural/Design Guidelines.

# ROLES AND RESPONSIBILITIES

## 3. MANAGEMENT COMPANY

The Management Company does not make major decisions regarding the operation of the Association. All decisions are left to the Board of Trustees.

The Management Company performs the following functions for the Association:

- A. Supervises the day-to-day operation of the Association.
- B. Inspects the property according to terms of Management Agreement.
- C. Arranges for maintenance, repairs and replacements.
- D. Responds to emergencies.
- E. Prepares Bid and Contract Specifications, secures and qualifies prospective vendors and presents to Board for approval.
- F. Maintains the Association records in accordance with recognized and acceptable procedures.
- G. Organizes and participates in meetings of Owners, Board and committees.
- H. Provides guidance and professional advice to the Board on policy issues.
- I. Prepares and distributes the Annual and Reserve Budgets.
- J. Develops effective assessment collection and accounts payable procedures.
- K. Prepares monthly financial statements and reports.
- L. Distributes Association quarterly newsletter.
- M. Supervises insurance claims.
- N. Supervises dispute resolution and rules enforcement.

## LIFESTYLE SECTION

The Lifestyle section of Meadow Lakes consists of Ryan Homes that are bound by the same Assessments, Covenants, Rules and Regulations as all of the Meadow Lakes community. The primary difference is that the Lifestyle owners pay a monthly maintenance fee that covers their lawn care, fertilizing, mulch and snow removal.

On August, 29, 2009 the Developer will turn over this section to the Lifestyle Homeowners. The first Lifestyle Annual Meeting is to elect five board positions. Article III Section 5 of the bylaws states that three trustees are elected in odd years and two in even years. At the initial meeting three will be elected for two-year terms and two will be elected for a one-year term. At the 2010 Annual Meeting the two positions will be elected for a two-year term.

The Lifestyle Board will prepare and adopt a budget, file with the Secretary of State to become a non-profit corporation entitled "Meadow Lakes Lifestyle Lot Owner Association", assess unit owners, open an operating and reserve account, obtain insurance, and sign a separate contract with the Management Company and the HOA Attorney.

There are Lifestyle specific Design Guidelines in addition to the general guidelines that must be followed. No perimeter fences are allowed to ensure that the maintenance crews can access the yards. Each home has exterior stonework and a front yard lamppost. Owners must maintain a consistent color scheme as defined by the Developer, including the roof color. Other restrictions are no pools, basketball hoops, play equipment, or sheds.

## RESALE OF YOUR HOME

When you decide to sell your home either by Owner or through a Realtor, you transfer the property plus the responsibilities of your membership in the Association. You do this by providing the new owner with the Association Documents and by contacting the Managing Agent to inform them of the new owner.

The new owners' mortgage company is required by law to contact the Management Company before closing to receive a resale statement as to the status of the current homeowner regarding assessments or liens. In addition, the new owner's mortgage company must contact the Management Company immediately upon closing to inform them of the new owners.

Page Revised September 1, 2009

# Meadow Lakes Homeowners Association

## ASSESSMENTS POLICY

The Documents of the Meadow Lakes Homeowners Association establish Base Assessments for the purpose of the payment of the Common Expenses of the Association. They also establish the Working Capital Fund and Individual Assessments.

**Working Capital Fund; Initial Assessment.** At the time of closing of a Lot from a Builder, the purchaser of the Lot shall be assessed the sum of \$300.00. The Assessment may be used by the Association for its operating expenses unless reserved for a specific purpose. Such Assessment is not an advance payment of the Owner's Annual General Assessment.

**Annual General Assessment.** The Annual General Assessment exists to cover the Common Expenses of the Association. The Board, without a vote of the Owners, may increase or decrease the Annual General Assessment by an amount reasonably calculated to meet Common Expense Liability of the Association for the coming year as determined by the budget duly adopted in accordance with the Code of Regulations.

The Common Expenses include (a) operation, maintenance, repair and replacement as required by this Declaration; (b) the cost of any insurance required by this Declaration; (c) reasonable reserves for contingencies and replacement; and (d) administrative, accounting, legal and management fees; and (e) all other costs and liabilities incurred by the Association in the exercise of its power and duties.

Each Owner, by acceptance of a deed, agrees to pay the Annual General Assessment that shall be allocated equally to each Lot.

**Individual Assessment.** The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following (including attorney fees, court costs and other expenses) for:

- A. Any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner, Occupant or their family, tenants, guests or invitees.
- B. Any costs associated with the enforcement of the Covenants, Rules and/or Regulations of the Association.

A lien on the property may be imposed for an Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

**Personal Obligation.** The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

# Meadow Lakes Homeowners Association

## COVENANTS, RULES and REGULATIONS

**Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Property or any part thereof. Valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction shall be complied with, by and at the sole expense of the Owner.

**Permits.** Homeowners are responsible for investigating and obtaining any necessary permits from the City of North Ridgeville. City permits will not be issued without proof of prior Homeowners Association approval. Contact the City of North Ridgeville Building Department at (440) 353-0822 with any questions.

**Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot except the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Dogs shall be kept on leashes. Owners must pick-up after their animals in common areas, on or around walking paths, or in any yard other than their own.

**Open Fires.** Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes. Declarations Article IX Restrictions, 9.1.2 Harmful Discharges applies.

**Harmful Discharges.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the health, safety or comfort of any person.

No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

**Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property. City Ordinance provides that no animal shall cause any consistent noise (such as barking, whining or yelping) or the owner can be cited.

Page Revised September 1, 2009

**Parking; Vehicle Repairs.** Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed twenty-four (24) hours for the purpose of cleaning, loading or unloading. City regulations state that on-street parking is prohibited between 2 AM to 6 AM. Vehicles that park across sidewalks can be ticketed by the City. Limit parking to the non-hydrant side of the street to allow emergency vehicle access.

**Signs.** Except for such as may be posted by the Declarant or any Builder for sales and marketing purposes, no signs of any permanent character shall be erected, posted or displayed on any Lot. Home "For Sale" signs, political or similar such residential purpose signs, not exceeding six (6) square feet in area may be erected, posted or displayed on a temporary basis. Limit of two (2) political signs may be posted in the front yard area up to 3 weeks prior to any election and removed within 2 days past the election. Door to door soliciting is not allowed unless for charitable purposes.

**No Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any builder during reasonable hours.

**Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Boxes are to be broken down and all items placed at the curb are to be secured so they will not be blown about the neighborhood.

## Meadow Lakes Homeowners Association

### ARCHITECTURAL/DESIGN RESTRICTIONS

The Board of Trustees has been charged with the responsibility of maintaining the aesthetic and architectural character of the Meadow Lakes Community.

The purpose of the Architectural/Design Change Application is not to discourage improvements but to control the nature of improvements to those that enhance the value and conform to the overall aesthetic appearance of the Association. This control should be looked upon as a protection of your investment. The Board of Trustees and the Association Members are in favor of improvements and hope that Owners will desire to personalize their homes.

Any Owner desiring to make any exterior change, improvement, or addition to his/her home or grounds (including any change in color) must obtain approval for the change or improvement via the Architectural/Design Change Application submitted to the Management Company. The following architectural restrictions are applicable:

**Air Conditioning, Generator and Heat Pump Equipment.** Air conditioning, back-up generators and heating equipment shall be located and screened in such a manner so as to provide minimum visual impact from other Lots.

**Awnings.** No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to approval of size, color, location and manner of installation for the particular lot is question.

**Basketball Hoops.** Prior to installation, all plans for Basketball Hoops must be submitted for approval by the Homeowners Association. They are prohibited in the Lifestyle Section.

No Basketball Hoops may be attached to the house in any way; only permanent Basketball Hoops on poles are allowed. The placement of a Basketball Hoop is to be on the side of the driveway away from the house, at least mid-way up the drive and about a foot in from the drive.

Portable Basketball Hoops purchased prior to April 2008 are to be weighted down sufficiently so that they do not tip over, and are prohibited from being outside during winter months (November through March). New portable hoops will not be allowed after April 15, 2008.

**Decks, Gazebos and Pergolas:** All plans are to be submitted for approval using the Architectural/Design Change Application process.

**Doors and Trim.** Any replacements or color changes are to be submitted using the Architectural/Design Change Application process.

**Driveways.** All driveways shall be paved with concrete, brick or paving stone.

**Entrance Structures.** No additional driveway entrance structures are permitted.

Page Revised September 1, 2009

**Exterior Lighting.** Homeowners are to replace burned-out exterior lighting within seven (7) days, weather permitting, including bulbs and photo eyes. Light posts and glass fixtures are also the responsibility of the homeowner.

Contact Sandusky Electric on Center Ridge Road at (440) 327-8000 for any replacement parts.

**Exterior Siding.** No wooden sheathing materials are to be used.

**Fences.** No fence of any sort (man-made, natural or living material) may be erected unless and until prior approval has been obtained. The Declarant reserves the right to prohibit fences on certain Lots and to consider the visual impact on surrounding lots per Guidelines Exhibit C.

- No chain link fences shall be permitted.
- No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street right of way to the rear line of the Dwelling Unit.
- Welded wire fencing material may be attached to the inside of split rail fences to provide for additional enclosure.
- Fences are not allowed on pond lots except for the East side of Greenview Trail or for homes with in-ground pools.
- All fences are to be maintained as originally designed (no leaning, rusting or rotting).
- Lifestyle Section: No perimeter fences shall be permitted. Privacy fencing not to exceed six (6) feet in height shall be permitted around spas and hot tubs.

**Flag Poles.** All plans are to be submitted for approval using the Architectural/Design Change Application process.

**Front Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind, including firewood or garbage cans.

**Garages.** A minimum two-car garage is required. No detached garages are permitted.

**Garbage Cans.** Trash containers shall not be permitted to remain in public view except on days of trash collection. Do not store garbage cans on the exterior of the home. Boxes are to be broken down and all items placed at the curb are to be secured so they will not be blown about the neighborhood.

**Grills.** No grills of any kind, chimeneas or fire pits are to be located in the front yard or front porch areas. Please use extreme caution since these fire sources are known to melt vinyl siding if used in close proximity. Declarations Article IX Restrictions, 9.1.2 Harmful Discharges applies.

**Holiday Decorations.** Please remove holiday lights and decorations no later than 30 days

after the holiday, weather permitting. Remove all exterior Christmas lights no later than April 1.

Page Revised June 16, 2010

**Lot Maintenance.** All lots must be kept mowed and free of debris and clutter. During construction, each Owner and builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess an Owner or Builder for the cost of mowing or clean-up in the event that the Owner or Builder fails to do so.

Lot maintenance encompasses, but is not limited to: regularly cutting all lawn areas, weed control, watering, fertilizing, trimming, and removal of dead plant materials. Vegetables are not to be planted in the front area of the home.

Under no circumstances shall yard waste be dumped into ponds, public sewers or along the mounds. Place yard waste in the paper bags designed for that purpose and leave at curbside on trash day. Do not spray fertilizers or weed killers within six (6) feet of the edge of the lakes.

**Mail Boxes.** All street mailboxes are to be metal or plastic installed atop a vinyl post consistent with the original color and design. The color is typically white for both box and post (except for East Breezeway, Greenview Trail and Overlook Way which have black metal with two boxes per post with few exceptions for single lots). House numbers are to be displayed on the mailbox or post. Newspaper boxes are recommended for flyers.

**Play Equipment.** Play apparatus or structures shall be located to the rear of the dwelling and not located within any side or rear setback lines. Play equipment is prohibited in the Lifestyle section. Pond lot play equipment placement should not obstruct neighbor's water view.

**Pools.** Above ground and semi-exposed pools are not permitted (Covenants Sec. 9.2.15). The only above ground pools that are allowed are pools that do not exceed 12 inches in height by 12 feet in circumference and can be emptied each night and stored in your garage. In-ground pools, hot tubs or spas are allowed with approval and must be secured by a privacy fence. In-ground pools on pond lots require metal fences. Pools are prohibited in the Lifestyle Section.

**Radio and Television Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of any Dwelling Unit, without prior written approval. Apparatus size is to be one meter or less in diameter (3.3 feet).

An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity.

The antenna should blend into the background against which it is mounted or be screened to

reduce the visual impact. Restrictions may be imposed on methods of installation that create

Page Revised September 1, 2009

**Radio and Television Antennas. (continued)** legitimate safety concerns. Permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

Each owner shall maintain any antenna in a reasonable manner so as not to become unsightly. Each owner shall remove any antenna upon cessation of its use.

None of these requirements are to be in conflict with current Federal Communication Commission's rules and regulations for antennas.

**Roof Requirements.** The roof and gables of each Dwelling unit shall be in accordance with the Design Guidelines per the original construction colors.

**Skylights.** Skylights may be used on a back roof facing the rear of a lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the lot. Use the Architectural/Design Change Application process.

**Solar Panels.** No solar panels shall be permitted.

**Storage Sheds.** No structure of a temporary character, trailer, or shack shall be permitted on any Lot. Construction trailers and/or storage sheds shall be permitted only during construction. No sheds are allowed on lake lots or in the Lifestyle Section.

Storage sheds must have prior approval. Sheds must be located near the rear of the Lot, with a minimum of (5) five feet from the property line or any easement, shall not exceed (10) ten feet by (12) twelve feet and must be constructed of vinyl siding materials and shingles to match the Dwelling Unit (Covenants Sec. 9.2.1). The height may not exceed ten (10) feet at the peak. The shed must be at least (10) feet from the house and any other structure per City fire code.

**Small Storage Units.** Upon management company approval, storage units no larger than 4' H x 7' W x 3' D, storage boxes or seats may be placed against the rear of the house out of view from the front sidewalk. These smaller units will be allowed in the Lifestyle section.

**Sump Pumps.** Sump pump drains & down spouts must discharge to the rear or side of the lot.

**Underground and Log Houses.** Any underground and log structures are prohibited.

**Yards.** Landscaping and normal lawn are required around all houses. Front yards shall be landscaped and rear yards seeded or have sod installed within ninety (90) days after closing, weather permitting.

**Variiances.** The Developer or the Board may grant variances from these guidelines if such variance will not be of substantial detriment to adjacent lots and will not materially impair these guidelines and the overall best interest of the subdivision.

**Right to Modify Guidelines.** The Developer reserves the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the properties as a first class development.

The Design Guidelines are not part of the Declaration and can be amended by the Declarant or the Association without a vote of the Owners. There is no requirement that these Guidelines be recorded or rerecorded if amended or modified. Each Builder and Owner is cautioned to request the most current version of the Guidelines prior to undertaking any improvement. The most current version shall be on file with the Declarant and/or the Association as well as posted at [www.meadowlakesHOA.com](http://www.meadowlakesHOA.com).

## Meadow Lakes Homeowners Association ENFORCEMENT OF COVENANTS, GUIDELINES, RESTRICTIONS, AND RULES OR REGULATIONS

**Remedies for Breach of Covenants, Restrictions or Regulation.** The violation of any covenant, guideline or restriction, contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

Any Homeowner is allowed and encouraged to report an infraction using the Rule Infraction Report (Handbook page 16), or in the 'Printable Forms' section of [www.meadowlakeshoa.com](http://www.meadowlakeshoa.com).

**Actions.** The Board may take any of the following actions:

- a. levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Section 7.4. See the following Penalty Assessment chart.
- b. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.
- c. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.
- d. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

**Notice and Opportunity to be Heard.** Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

**Individual Actions.** Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

All of these actions (sending letters, following-up and involving attorneys) cost the Association money. Keep **your** costs to a minimum by following the HOA rules and regulations. Thank you for your understanding and cooperation.

**Meadow Lakes Homeowners Association**  
**RULE INFRACTION REPORT**

Description of infraction: (please be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location: \_\_\_\_\_

Date(s) and time(s): \_\_\_\_\_

Name of alleged offender (if known): \_\_\_\_\_

Address (if known): \_\_\_\_\_

Was any attempt made to resolve this problem?    Circle:    Yes    No

If "yes", describe the attempt and results: \_\_\_\_\_

Your signature: \_\_\_\_\_ Your address: \_\_\_\_\_

Print your name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

Please mail this form to:    Meadow Lakes Homeowners Association  
  c/o M2 Management Group  
  455 Pearl Road  
  Brunswick, OH 44212

All complaints determined to be actionable will be handled according to the Meadow Lakes Homeowners Association Enforcement Procedure. All complaints must be signed to be enforceable. Your name will not be divulged unless a legal hearing is necessary.

-----Office Use Only-----

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Page Revised April 1, 2009

## Meadow Lakes HOA Infraction Penalty Assessment Structure

Infraction Level A:	1 <sup>st</sup> Notice per Infraction	2 <sup>nd</sup> Notice per Infraction	3 <sup>rd</sup> Notice per Infraction
<ul style="list-style-type: none"> <li>- Deck</li> <li>- Fence</li> <li>- In-Ground Pool</li> <li>- Constructed Shed</li> </ul> <p><b>Does Not Meet Design Guidelines and/or Installed Without Approval</b></p>	<p>Notice Specifying Infraction</p> <p>15 days to request hearing</p> <p>30 days to comply</p> <p>\$250 will be assessed if no compliance at the end of the 30<sup>th</sup> day</p>	<p>Notice Specifying Infraction</p> <p>30 days to comply</p> <p>At the end of 30 days or 60 days from the issuance of 1<sup>st</sup> notice an additional \$500 will be assessed.</p>	<p>Attorney Letter sent for non-compliance Homeowner is responsible for all Legal Fees in addition to total assessment.</p> <p>30 days to comply</p> <p>At the end of 30 days or 90 days from the issuance of 1<sup>st</sup> notice an additional \$750 will be assessed.</p>
Infraction Level B:	1 <sup>st</sup> Notice per Infraction	2 <sup>nd</sup> Notice per Infraction	3 <sup>rd</sup> Notice per Infraction
<ul style="list-style-type: none"> <li>- Plastic Shed not Allowed per Design Guidelines</li> </ul>	<p>Notice Specifying Infraction</p> <p>15 days to request hearing</p> <p>15 days to comply</p> <p>\$250 will be assessed if no compliance at the end of the 15<sup>th</sup> day</p>	<p>Notice Specifying Infraction</p> <p>15 days to comply</p> <p>At the end of 15 days or 30 days from the issuance of 1<sup>st</sup> notice an additional \$500 will be assessed.</p>	<p>Attorney Letter sent for non-compliance Homeowner is responsible for all Legal Fees in addition to total assessment.</p> <p>15 days to comply</p> <p>At the end of 30 days or 45 days from the issuance of 1<sup>st</sup> notice an additional \$750 will be assessed.</p>
Infraction Level C:	1 <sup>st</sup> Notice per Infraction	2 <sup>nd</sup> Notice per Infraction	3 <sup>rd</sup> Notice per Infraction
<ul style="list-style-type: none"> <li>- Above-ground Pool Not Allowed per Design Guidelines</li> </ul>	<p>Notice Specifying Infraction</p> <p>15 days to request hearing</p> <p>15 days to comply</p> <p>\$100 will be assessed if no compliance at the end of the 15<sup>th</sup> day</p>	<p>Notice Specifying Infraction</p> <p>15 days to comply</p> <p>At the end of 15 days or 30 days from the issuance of 1<sup>st</sup> notice an additional \$200 will be assessed.</p>	<p>Attorney Letter sent for non-compliance Homeowner is responsible for all Legal Fees in addition to total assessment.</p> <p>15 days to comply</p> <p>At the end of 30 days or 45 days from the issuance of 1<sup>st</sup> notice an additional \$300 will be assessed.</p>
Infraction Level D:	1 <sup>st</sup> Notice per Infraction	2 <sup>nd</sup> Notice per Infraction	3 <sup>rd</sup> Notice per Infraction
<ul style="list-style-type: none"> <li>- Landscaping Not Installed in a Timely Manner</li> <li>- Mailbox Does Not Meet Design Guidelines</li> <li>- Play Equipment Not Allowed in Lifestyle Section</li> <li>- Satellite or Antenna Placement and/or Installation Does not Meet Design Guidelines</li> </ul>	<p>Notice Specifying Infraction</p> <p>15 days to request hearing</p> <p>30 days to comply</p> <p>\$100 will be assessed if no compliance at the end of the 30<sup>th</sup> day</p>	<p>Notice Specifying Infraction</p> <p>30 days to comply</p> <p>At the end of 30 days or 60 days from the issuance of 1<sup>st</sup> notice an additional \$200 will be assessed.</p>	<p>Attorney Letter sent for non-compliance Homeowner is responsible for all Legal Fees in addition to total assessment.</p> <p>30 days to comply</p> <p>At the end of 30 days or 90 days from the issuance of 1<sup>st</sup> notice an additional \$300 will be assessed.</p>
Infraction Level E:	1 <sup>st</sup> Notice per Infraction	2 <sup>nd</sup> Notice per Infraction	3 <sup>rd</sup> Notice per Infraction
<ul style="list-style-type: none"> <li>- Decorations out of season</li> <li>- Dog defecation not cleaned-up</li> <li>- Exterior Lighting not maintained</li> <li>- Front Porch used for Storage</li> <li>- Property Not Kept Cut or Clean</li> <li>- Trash Cans left out too long</li> <li>- Trash Cans stored improperly</li> <li>- Vehicle Infractions</li> <li>- Other Infractions</li> </ul>	<p>Notice Specifying Infraction</p> <p>15 days to request hearing</p> <p>15 days to comply</p> <p>\$50 will be assessed if no compliance at end of the 15<sup>th</sup> day</p> <p>Repeat infractions will be Assessed \$100</p>	<p>Notice Specifying Infraction</p> <p>15 days to comply</p> <p>At the end of 15 days or 30 days from the issuance of 1<sup>st</sup> notice an additional \$75 will be assessed.</p> <p>Repeat infractions will be Assessed \$150</p>	<p>Attorney Letter sent for non-compliance Homeowner is responsible for all Legal Fees in addition to total assessment.</p> <p>15 days to comply</p> <p>At the end of 15 days or 45 days from the issuance of 1<sup>st</sup> notice an additional \$100 will be assessed.</p> <p>Repeat infractions will be Assessed \$200</p>

# Meadow Lakes Homeowners Association ARCHITECTURAL/DESIGN CHANGE APPLICATION

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email ID: \_\_\_\_\_

Directions: Please read Instructions first. Use the area below to briefly describe all proposed improvements, alterations or changes to your property. Please include details by sketches, drawings, clippings, pictures, catalog illustrations and other data. Show location of item on your property on a copy of the survey.

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### OWNER'S ACKNOWLEDGEMENTS

I understand that:

1. Nothing herein contained shall be construed to represent that alterations to land or buildings in accordance with these plans shall violate any of the provisions of building and zoning codes of the county to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restriction.
2. No work on this request shall commence until written approval of the Board AND the City of North Ridgeville (along with any necessary permits) has been received. The North Ridgeville Building Department can be reached by calling (440) 353-0820.
3. Any construction or exterior alteration undertaken by me or on my behalf before approval of this application is not allowed: that, if alterations are made, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part and that I may be required to pay all legal expenses incurred.
4. Any approval is contingent upon construction or alterations being completed in a workmanlike manner.
5. Members of the Architectural/Design Review Committee are permitted to make routine inspection.
6. There are architectural requirements covered by the Covenants and a review board process as established by the Board of Directors.
7. The alteration authority granted by this application will be revoked automatically if the alterations requested have not commenced within 180 days of the approved date of this application and/or completed by any date specified by the Committee.
8. All proposed improvements must meet City codes. My signature indicates that these standards are met to the best of my knowledge. I understand that application for all required building permit(s) are my responsibility.
9. Any variation from the original application must be resubmitted for approval.

Owner/Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Owner/Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Once you have completed the information and your drawing(s), please send them to Meadow Lakes Homeowners Association, c/o M2 Management Group, 455 Pearl Road, Brunswick, OH 44212. The Board will review your project details within a week of receiving your application and send their decision in writing within a few days after their review.

Page Revised April 1, 2009

# Meadow Lakes Homeowners Association ARCHITECTURAL/DESIGN CHANGE APPLICATION

## Instructions

These instructions have been included to assist you in preparing your request. The Board meets regularly, so it is very important that they have all the required information with regard to your project when they meet. Incomplete applications may result in disapproval and a request for you to re-file your application with the needed information.

Drawings are a requirement for all projects and must include a plot map (see your settlement papers, ask your builder, or the County Recorder's office). Indicate the location of your proposed addition on this map. Include a description of the addition, with accurate dimensions, specific materials to be used, colors and other design notes.

Photographs, handwritten drawings, pages from catalogs, etc. are always welcome to help the Board to understand your project. Please be as descriptive as possible when explaining your improvement. When erecting a fence, it is very important to reference the property lines and build within, not on, the property line.

If you have a quotation from your contractor, please include that with your application. Construction materials should always be consistent with the existing structure on your property. Please reference the type, color, size, etc. when describing the materials you intend to use.

Please send your completed application and drawing(s) to Meadow Lakes Homeowners Association, c/o M2 Management Group, 455 Pearl Road, Brunswick, OH 44212.

The Board will review your project details within a week of receiving your application and will send their decision in writing within a few days after their review. The application will be approved, denied or additional or alternative recommendations for the improvement will be requested.

*Please make sure that M2 Management Group has a copy of any improvement or architectural approvals you may have obtained from a previous management company. If you are unsure or unable to locate the documentation, please submit a new Architectural/Design Application after the fact so that your property's file will be complete and in compliance.*

Page Revised April 1, 2009

# Meadow Lakes Homeowners Association, Inc.

## COLLECTION POLICY

The Board of Trustees discussed the collection of delinquent assessments for Meadow Lakes Homeowners Association, Inc. during their April 22, 2009 Board of Trustees Meeting. The Board voted to approve and to implement the following collection policy, effective June 1, 2009.

1. All annual assessments are due on the first (1<sup>st</sup>) day of January and are considered late if not received by the thirty-first (31<sup>st</sup>) day of the month.
2. All Lifestyle units have an annual assessment that is due on the first (1<sup>st</sup>) day of January, however, the assessment is paid in twelve equal monthly installments, each of which is due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the fifth (5<sup>th</sup>) day of the month. If any owner of a Lifestyle unit becomes delinquent in the payments of these installments, the Board may accelerate payment and declare the entire balance due and payable.
3. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance.
4. Any payments made to the Association shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the Association.
  - b. Collection costs, attorney's fees, paralegal fees and court costs incurred by the Association in connection with the collection.
  - c. Principal amounts owed on the account for common expenses, special assessments or penalty assessments.
5. If a unit owner is delinquent for a period of thirty (30) days, a notification letter will be sent to the Unit owner from the property manager or the Association.
6. If a unit owner is delinquent for a period of sixty (60) days, a collection letter will be sent to the Unit owner from the Association's Attorney.
7. If a unit owner does not pay the balance in full within ninety (90) days, the Association's attorney shall place a lien upon the Unit.
8. At any time after the filing of a lien, the Board of Directors may authorize a foreclosure action to be filed against the Unit Owner.
9. Any cost, including attorney's fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
10. The Board of Trustees may revoke the Owner's voting privileges by sending a separate letter to the Owner notifying the owner that the privileges have been revoked due to failure to remain in good standing.

Page Added September 1, 2009

## Meadow Lakes Homeowners Association, Inc.

### COLLECTION POLICY (continued)

11. The Board of Trustees may also withhold approval of any application presented to the Association for approval with regard to architectural design requests for any owner that is not in good standing with the Association.
12. If any owner (either by his 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 the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.