



Bridgeside Homeowners Association, Inc. Handbook of Rules

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I. Introduction

The objective of Bridgeside Homeowners Association, Inc. is to oversee the affairs of the Subdivision No. 1 (“Property”) and reasonably maintain the Property as a quality community for all Occupants to enjoy. To accomplish this, the Board established guidelines that clarify the information within the Association’s Declaration. These rules attempt to take into consideration the reasonable health, safety, and comfort of all Occupants, while clarifying expectations of living in Bridgeside. We hope you find the rules reasonable and cooperate by observing them. If something should arise that is not covered herein, please contact the community manager, Nick Weppelman, with Lawrence Management Group, at nick@lawrencemanagement.com., or a member of the Board.

These rules are not intended to augment or replace the Declarations or Bylaws, which are recorded with the Lorain County Recorder. In the event of any unintended direct discrepancy between these Rules and the Declaration, the Declaration’s provisions will prevail. We may add, delete, revise guidelines as necessary to update the Rules current information and procedures. The terms used in the Handbook have the same meaning as those words and phrases that are used in the Declaration and Ohio Planned Community Act. These guidelines were written by current Board members in January, 2022.

Good Neighbor Policy

The Declaration defines the restrictions governing the use of the Property, and the standard of living Occupants may expect from our communal environment. However, policies and procedures cannot replace common courtesy and the value of communicating directly with each other. Before filing a complaint about a neighbor, perhaps take the time to engage in a constructive dialogue. When neighbors communicate in this respectful way, results can often be achieved in a friendlier fashion.

II. Guidelines

A. Fencing (Article III, 4c.)

Fences are prohibited to be installed, removed, or altered without with prior written approval from the Board, provided the proposed fence is installed in accordance with the following guidelines:

1. Fences are prohibited to be taller than 4 feet high
2. Fences must be made of aluminum or steel material only
3. See Appendix 1 for examples of acceptable fences

B. Mailboxes (Article III, 3)

To maintain architectural compatibility, each Lot's mailbox must be in accordance with these guidelines:

1. Black, brown, white, or tan post mount mailbox made of galvanized steel
2. Post must be made of wood
3. Plastic mailboxes are prohibited
4. Address must be visible on mailbox
5. See Appendix II for examples of acceptable mailboxes

C. Swimming pools (First Amendment, Article II, 1)

Any pool that extends more than 2 inches above the ground is prohibited to exist on any Lot unless the Owner complies completely with the requirements below. Semi-inground pools that extend more than 2 inches above grade are prohibited, except when in compliance with all the following guidelines:

1. Prior written approval from Board
2. A written variance must be obtained by the City of Avon Lake stating that the property is sloped in such a way that a completely inground pool is not possible. The cost of the variance is at the Owner(s) expense.

Temporary pools are prohibited on any Lot at any time. Temporary pools are seasonal, portable, above ground pools that are stored in winter.

Spas and hot tubs are allowed. A spa/hot tub is a temperature-controlled unit of water used year- round, designed and sold as a spa or hot tub, and maintained properly.

D. Animals (Article III, 7)

Owners are prohibited to have more than four animals on their Lot. Animals must be considered household pets. Household pets are domestic animals ordinarily permitted in a place of residence, kept for company or pleasure, and not used for breeding or livestock purposes. Non-household pets that are prohibited include, but are not limited to, livestock, fowl, horses, wild hybrids, along with any rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and

not typically kept as a pet. Owners are responsible for their animals, and are prohibited from allowing their animal to create nuisance for other Occupants. Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purposes of this paragraph are:

- a) Pets whose unruly behavior causes personal injury or property damage
- b) Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any occupant at any time of day or night.
- c) Pets whose owners do not immediately and completely clean their waste outside of the dwelling
- d) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

E. Vehicles (Article III, 10)

Boats, trailers, trucks, unlicensed vehicles, and recreational vehicles may be parked within the entrance driveway of an Owner for the purposes of loading, unloading, or short-term maintenance. Boats, trailers, trucks, airplanes, junk cars, unlicensed vehicles, and recreational vehicles may not be parked in driveway or on any part of the Lot except garage. Airplanes, unlicensed vehicles, and junk vehicles are prohibited anywhere on the Property. The phrase “junk vehicle” is defined as:

A vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including any of the following: a broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; a vehicle with expired license tags.

F. Temporary Structures (Article III, 5)

Temporary pole tents may be erected with written Board approval for the use of gatherings/parties but must be removed within 72 hours of set up. Please submit your tent request at least 20 days in advance to ensure Board has an opportunity to review your request.

III. General Common Element Rules

1. Using the Common Elements in any way that prohibits other Occupants from also using the Common Elements is prohibited without written Board approval.
2. Owners are prohibited from damaging the Common Elements and will be assessed the costs of restoring any damage caused to the Common Elements by their Lot's Occupants and guests.
3. Leaving any personal property, objects, or litter on the Common Elements is prohibited.
4. Modifying the Common Elements in any way without written Board approval is prohibited.
5. Bonfires, fire pits, grills, and other fire producing activities are prohibited on the Common Elements without written Board approval.

6. Discharging any firearms, explosive, firework, or projectile on the Common Elements is prohibited.
7. Operating any motor vehicle, motor-bike, mini- bike, or other gas or electric powered items on the grassy areas or walking path is prohibited.
8. Dumping compost on the Common Elements is prohibited.

IV. Bridgeside Homeowners Association, Inc. Collection policy

1. The annual assessment is due on March 31st and is considered late if not received by the 15th day of the following month (April 15th).
2. An administrative late charge of \$5 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
3. The Association will apply any partial payments on unpaid assessments in the following order:
 - A. Interest owed to the Association;
 - B. Administrative late fees or enforcement assessments;
 - C. Collection costs, attorney's fees and paralegal fees the owners Association incurred in collecting the assessment; and, finally,
 - D. Oldest principal amounts the owner owes for common expenses charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

V. Bridgeside Homeowners Association, Inc. Enforcement Policy

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("Governing Documents") as the Board, in its sole discretion may determine. The entire

cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible Owner.

B. The Owner is responsible for any violation of the Governing Documents by the Owner, or the guests, or the occupants, including tenants, of the Owner's home.

C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Owner's account.

D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.

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

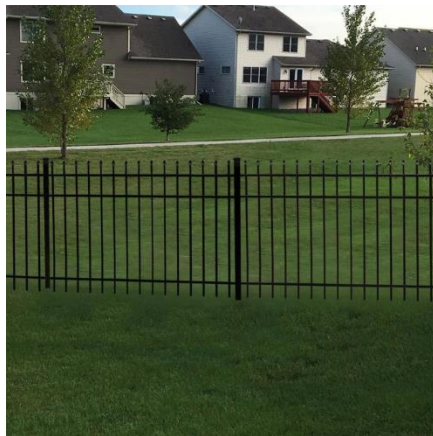
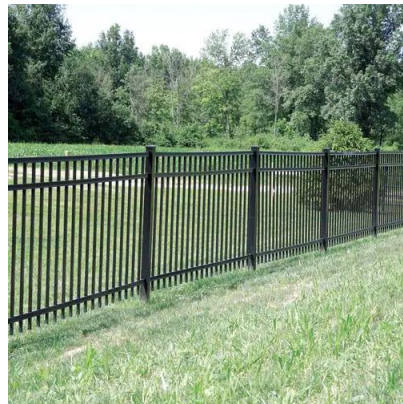
1. Written notice(s) will be served upon the alleged responsible Owner specifying:
 - a. A description of the property damage or violation; and b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
 - c. A statement that the Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
 - d. If applicable, a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment.
2. To request a hearing, the Owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Owner with a written notice that includes the date, time, and location of the hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible Owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the Owner will be sent written notice of the Board's decision.

c. 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.

3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

VI. APPENDIX 1

Fencing examples:



VII. Appendix II

These mailboxes can be found at Home Depot, Lowes, and Menards.

