

Sand Run Pointe Homeowners Association



HANDBOOK OF RULES & INFORMATION

Date Enacted: April 19, 2023

Date Effective: July 1, 2023

WELCOME!

Welcome to Sand Run Homeowners Association, Inc. a/k/a Sand Run Pointe Homeowners Association, Inc. (“Association”). We hope you enjoy your unit. Our objective is to maintain Sand Run Pointe as a very nice place to live. In order to accomplish this, we establish a handbook of rules and information that pertains to living in Sand Run Pointe.

This handbook contains rules and regulations that take into consideration the health, safety, comfort, and property rights of all Owners/Occupants. We trust you will find them reasonable and will cooperate by upholding them. Preserving the standards of quality and appearance of our community is a goal to be shared by all. We believe that this handbook should help clarify expectations for living at Sand Run Pointe, which typically decreases miscommunication and disputes.

This handbook is intended to supplement, not replace, the Declaration and Bylaws, and may be amended from time to time; therefore, if there is an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, Declaration and Bylaws will govern. We ask that you keep this handbook handy and that you refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact the Management Company. Additional information is contained in the Declaration and Bylaws. These documents authorize the Board of Directors to adopt and enforce these rules and regulations.

Owners should have received a copy of the Declaration and Bylaws from the seller. If you do not have these documents, a copy can be obtained from the Management Company for a copy charge or from the community’s website.

Thank you,
The Board of Directors
Sand Run Homeowners Association

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Article I. General Information

1. Sand Run Pointe is comprised of 48 units.
2. The Association is an Ohio nonprofit corporation, operating property located in the city of Akron Ohio (44313).
3. Jennifer Street is private street maintained by the Association.
4. As a private planned community, we are governed by our Declaration and Bylaws, and the Ohio Planned Community Act, Ohio Revised Code Chapter 5312. We elect our own Board of Directors (3) from our Unit Owners. Board members serve without compensation.
5. A meeting of the Owners for the election of Board Members is held each year. Following its election at the annual meeting, the Board of Directors is organized by electing from among itself the Board Officers (President, Vice President, Secretary, Treasurer).

Article II. Common Element Rules

1. Entering or throwing objects into any of the Common Element retention basins is prohibited.
2. Leaving any personal property in the Common Elements unattended is prohibited (i.e., bicycles, rollerblades, skateboards, etc.). Items unattended in Common Elements may be removed and stored at the owner's expense. Neither the Association nor the Association's contractors will be held responsible for any damage to items left in Common Elements. All such items must be kept in the garage or residence. Leaving personal property on the Lot between sunset and sunrise is prohibited, except as specifically authorized by this Handbook.
3. A "No Soliciting" sign is posted at the entrance to the Development. If you see a solicitor or are approached by a solicitor, contact the Akron Police at 330 375-2552. Soliciting on the Property is prohibited.
4. Leaving trash, waste, and recyclables on the Property outside the Unit is prohibited except as authorized by Handbook Article VI.
5. Any damage to Common Elements or to individual Units' siding or roof caused by an Owner/Occupants or their guests will be repaired/replaced by the Association at the expense of the Owner.
6. An Owner/Occupant is prohibited to change, add, or remove any foliage, shrubs, or trees on the Property without the prior written consent of the Board of Directors.
7. Noise or use of any machine, equipment, device, tool, vehicle, or other item that creates or exceeds any noise that exceeds 65 dBa in volume, whether indoors or outdoors, at any time of day, is prohibited.
8. Owners/Occupant may report work requests and comments on contractors in writing to our Management Company.
9. Garage & Estate sales are prohibited.
10. All patio furniture/grills/etc. must be kept on the patio/deck/driveway or in the Unit and are prohibited to be left outside the unit in any other location. Any patio furniture is prohibited unless designed and sold for outdoor use. Do NOT place grill by siding; it can melt. Addendum A: Ohio Grilling Law Update Article by Kaman & Cusimano

Article III. Parking & Vehicles

1. The speed limit is 10 mph.
2. Parking on the street is PROHIBITED between 1:00 am and 6:00 am.
3. Owners/Occupants are to use their TWO-CAR GARAGE as their primary parking space(s). Owners/Occupants are to use their DRIVEWAY as the secondary parking space(s). In the case of limited driveway space, Owners/Occupants are asked to follow the above guidelines first and then communicate with immediate neighbors in a cooperative and fair-minded manner, specific occasional and/or emergency parking needs. Parking in the street is prohibited.
4. Parking or driving on any grass, even if snow-covered is prohibited.
5. Vehicles are prohibited to park at any time within ten (10) feet of the mailboxes and fire hydrants.
6. The following vehicles are prohibited from being parked outside of the resident's garage within Sand Run Pointe: bicycles, scooters, motorcycles, buses, boats, trailers, campers, mobile and/or motorized homes, and commercial vehicles. Moving and delivery trucks are exempt. "Commercial vehicles" includes any vehicle that has or displays any equipment, including ladder racks and ladders, snowplows or snow plow hitches, tractors, lawn mowers, and other similar equipment gas dispensers, attached tool boxes or containers, signs, commercial license plates, or markings of a commercial nature.

Article IV. Pets

1. Pets are prohibited to create a nuisance. Examples of nuisance behavior or behavior that constitutes a detrimental effect for purposes of this rule include, but are not limited to, the following:
 - A. Pets whose unruly behavior causes personal injury or property damage;
 - B. Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day;
 - C. Pets outside the Unit who are not accompanied by and under the complete physical control of their owner and on a hand-held leash no more than six feet in length;
 - D. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s); or
 - E. Pets that are conspicuously unclean or parasite infested.
2. When outside of the Unit, owners and their pet must stay on the street and the pet must always be under control of the owner and on a hand-held leash no longer than six feet in length. Pets are prohibited on any other resident's property, including driveways, grass, and mulch beds--- even if snow-covered.
3. Pet owners are responsible for immediate and complete clean-up of their pet. Pets' "bags of business" must be put in trash containers inside the resident's garage and are prohibited from placement on the exterior of any Unit.
4. Pet owners are liable for all damages caused by their pet.
5. The Board of Directors has the authority to require the owner of any pet to remove such pet from the Development property upon three day notice if such pet is causing/creating a nuisance/unreasonable disturbance or is not within these Rules and Regulations or the original Declaration.

Article V. COLLECTION POLICY

1. All assessments are due on the 1st day of the month and are considerate late if not received by the 15th day of the month (“the late date”).
2. Payments must be made to the Association via the method approved by the Board of Directors.
3. After the late date, administrative late charge of \$40.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice).
4. The Association will apply any payments in the following order:
 - A. Interest owed to the Association,
 - B. Administrative late charges owed to the Association.
 - C. Collection costs, attorney’s fees and paralegal fees the Association incurred in collecting the assessment; and finally,
 - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
5. Payments marked with notations contradicting the above order of applications, as referenced in number four above, or disputing the amount owed, will not be applied to the account and will be returned to the title owner and if the payment was electronic, the payment will be refunded.
6. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgement, and foreclosure. Once judgement is obtained, the Association may proceed with post-judgement action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fess, attorney’s fees, recording costs, title reports, and court costs, will be charged back to the account.
7. While a foreclosure case is pending, partial payments will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded, unless through a formalized payment plan or Receiver.
8. If an account is more than 30 days past due and the Association becomes aware that the unit is vacant or abandoned then, in accordance with the Declaration, the Association may take action to secure the property to protect the common elements with all costs charged back to the account.

Article VI. Contracted Services

Owners and Occupants who do not serve on the Board are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor hired by the Association whether the contractor is on the Property or not. This requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the trades’ community. Any Owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to correcting work performed not in compliance with the agreement, retaining a new contractor, and the cost to have the contractor return to the Property.

1. Trash Removal

- A. Except for special charges for large items, the Association, as part of the Owner/Occupant monthly assessments, pays for trash removal.
- B. Trash and recycling is prohibited outside the Units unless in a sealed bag within a closed container and placed at the end of the driveway no sooner than 4:00 pm. on the day before trash removal. Trash containers must be returned to the interior of the garage before 7:00 pm. on pick-up day. Trash containers must be kept within the confines of the garage at all other times.
- C. An Owner/Occupant may be charged an additional fee if there is an excessively large amount of trash and/or bulk items. This fee is determined by the trash company.
- D. Trash collection day is determined by the trash company and is currently on Thursday. When any of these federal holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas) fall on a weekday (Monday-Friday), trash pick-up will be delayed by one (1) day.

2. Insurance

- A. A Master Insurance Policy for Insurance Coverage has been purchased by the Association specifically for Common Elements. Owners shall obtain insurance for no less than the full insurable value of all buildings and structures located on the Owners lot and Public Liability not less than \$300,000.00.
- B. Each Owner/Occupant must obtain individual Owner/Occupant insurance at his/her own expense in order to cover the Unit, those portions of the Unit not covered by the Association's policy, personal property, and personal liability.
- C. Each Owner/Occupant should review the Declaration, Bylaws and these Rules and Regulations with a certified personal insurance agent in order to provide appropriate individual Owner/Occupant coverage.
- D. Loss claims against the Master Insurance Policy for Sand Run Pointe must be within the framework of the above-mentioned legal guidelines of the Homeowner Association Regulations as set forth by the State of Ohio and the original Declaration.
- E. Only the Board of Directors can file loss claims against the Master Insurance Policy for Sand Run Pointe.
- F. The Association has purchased a Liability Insurance Policy for Insurance Coverage for the Board of Managers.
- G. Owners will be required to provide the Board copies of your property insurance coverage within 10 days of the Association requesting proof of same.

3. Landscaping & Snow Removal Services

- A. Landscaping services are contracted on a yearly basis from April 1 through November 30. The contracted services include, among other things, the following: regular grass/lawn maintenance, including, but not limited to cutting, weeding and fertilizing of Common Elements; front bed maintenance, care and maintenance of all Common Element trees, including trimming, fertilization, and care of Common Element shrubs and shrub beds.
- B. If any additional work is required, the Owner/Occupant must report such work to the Management Company. Any expenses arising from additional work, as the result of Owners/Occupants providing direct instructions to the contractors, will be charged to the Owner/Occupant.

- C. Snow removal services are contracted on a yearly basis from December 1 through April
1. The contracted services include, among other things, the following: the plowing of Jennifer Street and Owners' driveways when snow exceeds two (2) inches; and the salting of Jennifer Street as needed. The Association cannot possibly eliminate all slippery conditions on the Condominium Property. When temperatures are near or below freezing, Owners must exercise additional caution and expect ice and slippery conditions to exist. Owners are responsible for warning all Occupants and guests of the slippery conditions.

Article VII. Unit Restrictions

1. Units are to be used for single family residence purposes only as private dwellings for Owners, their families and guests.
2. Any additions, modifications, or alterations of any nature to the exterior of the Unit, or Lot, including, but not limited to, front doors, decks, fences, patios, garage doors, sun rooms, patio/deck covers and etc. is prohibited without prior approval of the Board of Directors.
3. Flags of the United States of America, State of Ohio, Military Service, and POW/MIA are permitted and all other flags are prohibited. Flags are limited to a standard of 3' by 5' maximum size. Approved location for a flag holder is on the inside jamb of the side of the garage door or the wood frame or post for the front door.
4. Garage doors must be closed at all times when not being used for entry or exit.
5. No items are allowed to be hung from any fence or decking, (i.e. towels, sheets)
6. No business is to be conducted out of the Units, which in any way involves customers, employees, or other people coming to the property; or, creates a nuisance or disturbs the other Owners/Occupants.
7. To avoid the freezing of plumbing lines or fixtures, Owner must continuously maintain heat in their unit at a minimum temperature of 55 degrees Fahrenheit or higher at all times. If at any time the Unit experiences a loss of heat, the Owner is responsible to immediately report the problem to a Board member. If a Unit will be vacant for more than 72 consecutive hours, the Unit Owner must:
 - Make sure all windows are shut and locked;
 - Open all cabinet doors where water lines and drains are located;
 - Arrange for a responsible person to check on the Unit to verify that the heat is on and that there are no leaks or other concerns.

Article VIII. Building Guidelines

1. In order to create and preserve the uniformity, integrity, beauty, and safety of the Sand Run Pointe Development, the following guidelines are established as standards for all improvement projects:
 - A. Decks and fences must be constructed of pressure-treated wood or vinyl; must have dimensions and details approved in writing by the Board of Directors; must be insured by the individual Owner/Occupant; and must be registered with the City of Akron or Summit County with the approved building permits given to the Board of Directors.
 - B. Patios must be poured concrete, brick or flagstone; must have all dimensions and details approved in writing by the Board of Directors; must be insured by individual Owner/Occupant; and must be registered with the City of Akron or Summit County with the approved building permits given to the Board of Directors.
 - C. No satellite dishes or antennae are permitted in front of the Units.
 - D. Awnings and hot tubs are not permitted without the prior written approval by the Board of Directors.

- E. Sheds or any type of detached buildings are prohibited.
- F. Solar Energy Collection Devices, including solar panels, are prohibited.

Article IX. Maintenance, Repair & Replacement

1. Owners' Responsibilities
 - A. All interior of Unit
 - B. All door replacements, painting of doors, sliding glass doors, door screens, storm doors, light fixtures, hardware, and light bulbs controlled by the Owner/Occupants
 - C. Window/screens repair and replacement
 - D. All utilities located on the lot or in the Unit that serve only that Lot
 - E. All heating, cooling, and ventilation equipment, including the entire air conditioning compressor unit, hoses, concrete pad and components that serve only that Lot
 - F. Maintaining, repairing, and replacing all buildings, structures, fixtures, and improvements located upon the lot owned by the Owner
 - G. Maintenance of the Limited Common Element (i.e., general appearance of yard and exterior) and removal of litter, blown trash, newspapers, ads, etc.
 - H. Patio, deck, driveway, sidewalk, and front stoop
 - I. Any Board approved fence, deck, steps, etc. constructed by the Owner/Occupant
 - J. Garage door including maintenance and replacement of all parts
 - K. Winterization of garage and exterior Unit water faucets
 - L. Basement
 - M. Insurance for the Unit
 - N. Shoveling of snow on sidewalk and front stoop
 - O. Spring and fall gutter & downspout cleaning
 - P. Sun room
2. Association's Responsibilities
 - A. Building roof (repair and maintenance only)
 - B. Exterior siding
 - C. Exterior painting
 - D. Roadway
 - E. All landscaping
 - F. Perimeter Fencing

Article X. Enforcement Policy

1. The Owner/Occupant is responsible for any violation of the Declaration, Bylaws, or Rules ("Governing Documents") by the Owner, Occupant, and guest of his/her Unit.
2. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including costs and attorneys' fees shall be assessed to the account of the responsible Owner.
3. All costs for extra cleaning and/or repairs to the common elements or other property stemming from any violation will also be charged to the responsible Owner's account.
4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may; a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

5. Prior to imposing of a charge for damages to the common element or other property, or an enforcement assessment for a violation, the following procedure will be followed:
 - A. Written notice(s) will be served upon the alleged reasonable Homeowner specifying:
 - i. If applicable, and in the absent of any emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment; and
 - ii. A description of the property damage or violation; and
 - iii. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - iv. A statement that the Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 - B. To request a hearing, the Owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board not later than the 10th day after receiving the notice required by Item A.
 - i. If 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 the hearing is waived, and the charge for damage and/or an enforcement assessment will be immediately imposed; and
 - ii. At the hearing, the Board and alleged responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Owner to abate action, and intent to impose a charge for damages or enforcement assessment will become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.
 - C. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

Article XI. Complaint Procedure

1. Policy and procedure cannot replace courtesy and the need to communicate with neighbors/Owners. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each Owner/Occupant.
2. Complaints against anyone violating these rules must be submitted to our Management Company in writing and must contain the date, signature, address, and telephone number of the individual filing the complaint. Anonymous complaints do not provide adequate evidence to proceed with enforcement action.
3. Our Management Company will, in most instances, contact the alleged responsible Owner after receipt of each complaint, and a reasonable effort will be made to gain the Owner's agreement to ease the violation.
4. If the reasonable effort to gain compliance is unsuccessful, the Owner may be subject to an enforcement assessment in accordance with the Enforcement Procedure (Article IX).

Article XII. Good Neighbor Policy

The Sand Run Homeowners Association Declaration, Bylaws, and Handbook of Rules and Information define the standard of living Owners/Occupants may expect from our community's environment. These documents are designed to protect the rights of each Owner/Occupant. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, please take the time to have a personal discussion. Neighbors talking to each other in a non-threatening way can achieve quicker results in a friendlier fashion. Our community's spirit lies within the hands of each Owner/Occupant.

Article XIII. Anti-Harassment Policy

The Association will not tolerate harassment of any Owner, Occupant, employee, Community Association Manager, contractor, or other party for any reason, to the extent protected by Federal, State, or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment that adversely affects any other Occupant's living conditions is prohibited. All harassment that adversely affects an employee's working conditions is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, or violence. Threatening physical harm or property damage is also prohibited.

If an Owner, Occupant, employee, or other person feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Community Association Manager. If an Owner or Occupant is unable for any reason to contact the Association Manager, or the Manager is the person performing the prohibited harassment or being harassed, then contact the Board of Directors. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate, including use of all enforcement mechanisms provided to the Association under the governing documents. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

The procedure for reporting incidents of harassing behavior is not intended to impair, replace, or limit the right of any person to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.