

THE WINDS ASSOCIATION

HOMEOWNERS

RULES & REGULATIONS

Revised December 9, 2016



I. INTRODUCTION

The Winds Board of Managers would like to take this opportunity to extend a warm welcome to you and your family.

The Winds Association is composed of all Living Unit Owners for the common purpose of enhancing cluster home living and maintaining our property values and standards. Your Association is a self-governing body and we solicit your active participation as a member. Your knowledge of its operation will help us all in meeting our common goals.

In order to accomplish our objectives, and in keeping with the **Covenants and By-laws**, the Board of Managers has adopted rules and guidelines based upon a common objective plan subject to our deeded **Covenants and By-laws** and the Builder's original intent in establishing the fee structure for each living unit.

The present Winds Association fee structure contains the following cost components:

- a. Insurance coverage for the common areas, liability and errors and omissions for The Winds Association.
- b. Landscaping the exterior front property of the living units and common areas.
- c. Snow Removal.
- d. Association miscellaneous expenses, i.e., taxes, legal fees, stamps, stationary, etc.

II. BOARD OF MANAGERS AND OFFICERS

1. The Board of Managers of The Winds Association shall be elected by the members of The Winds Association for a term of three (3) years and be not less than three (3) members and may be changed at any annual meeting or at any special meeting called for that purpose by the affirmative vote of the members entitled to exercise a majority of the voting power.
2. All power and authority of the Association shall be exercised by the Board of Managers. The Board of Managers shall authorize the maintenance, repair and replacement of the common areas, facilities, living units, and

cluster housing properties as adopted herein consistent with the **Covenants and By-Laws**.

3. The Board of Managers for and on behalf of The Winds Association may:
 - a. Purchase or otherwise acquire, lease as lessee, invest, use, lease as lessor, sell, exchange, transfer, and dispose of property.
 - b. Make contracts.
 - c. Effect insurance.
 - d. Borrow money.
 - e. Levy assessments against Living Unit Owners.

- (1) **ANNUAL ASSESSMENTS:** When improvements to The Winds Living Units and Cluster Properties has been substantially completed by the Developer, the Board of Managers of the Living Unit Owners Association shall levy the annual assessment.

The Winds Association currently issues quarterly statements to cover the annual assessment of \$150.00 per quarter (\$50.00 per month).

- (2) Levy a special assessment against a Living Unit for the cost of any alteration, maintenance or repair of any Living Unit Owner which the Board of Managers deems necessary for public safety or in order to prevent the destruction of any other part of the property.
- (3) Levy a special assessment against a Living Unit Owner(s) for special services arranged by the Association for the benefit of such Living Unit Owner(s) as may desire to pay for same including, without limitation, the cleaning, repair and maintenance of units and special recreational, educational or medical facilities.

SPECIAL ASSESSMENTS: The Living Unit Owners Association may levy a special assessment applicable to a specified number of years, provided, however, any such assessment shall be approved by the affirmative vote of the Living Unit Members entitled to exercise two-thirds (2/3) of the voting power.

DEFAULTS: If an annual or special assessment or an installment thereof is not paid within sixty (60) days after the due date, it shall be deemed to be in default. The Living Unit Owners Association may, after such sixty (60) days, file a notice of lien. Such lien and rights to foreclosure and sale shall be in addition to and not in substitution for or in limitation of any and all other rights, privileges or remedies which the Living Unit Owners Association may have thereunder or otherwise.

NO LIVING UNIT DEVOTED TO DWELLING USE SHALL BE EXEMPT FROM SAID ASSESSMENTS.

- f. Employ a Managing Agent to perform such duties and services as the Board of Managers may authorize.
 - g. Merge or consolidate other associations with like interests and general purposes.
 - h. Do all things permitted by law and exercise all power and authority within the purposes stated in the Covenants, Restrictions and Easements or incidental thereto.
 - i. Adopt a set of rules and regulations to govern the use, maintenance and occupancy of the cluster housing properties.
4. The Board of Managers may provide for standing or special committees, by resolutions, as it deems necessary.
 5. The Board of Managers shall elect a President, Vice President, A Secretary and Treasurer, or appoint any other officers as it deems necessary.
 6. The President shall be the chief executive officer of the Association. The President shall preside at all meetings; have the authority to sign all contracts, notes and other instruments requiring signature. (With approval of the Board of Managers.)
 7. The Secretary shall keep minutes of all the proceedings of the members and Board of Managers; shall have the authority to sign all contracts, notes and other instruments after Board of Managers approval; give notice of meetings of members and Managers, keep books as may be required by the Board of Managers, and perform other duties as assigned by the Board of Managers.

8. The Treasurer shall have general supervision of all finances. The Treasurer shall receive and have in charge all Monies and keep adequate and correct accounts of the business transactions of the Association. Checking and savings account transactions shall require two (2) signatures.
9. Assistant and subordinate officers may be appointed by the Board of Managers as deemed desired.

III. MAINTENANCE

1. The Winds Association is responsible to maintain landscaping of the common areas of The Winds Association and all property outside the privacy courtyards of the living units. The Association , through a built-in assessment in the maintenance fee structure, maintains a general fund for supplementing caulking the vinyl siding damage due to landscaping and the Association's regular quarterly fees include funds for objective, reasonable and common preventative maintenance, landscaping tree and shrub replacement.

ADDENDUM: Note: In 1997, The Winds Association, after the legal 2/3 majority vote of the homeowners, vinyl sided all the living units in The Winds Association and assessed each home accordingly A two year labor warranty on the vinyl siding was negotiated with the initial siding contract. The two year labor warranty expired July 1, 1999. Any siding issue must be the responsibility of each homeowner with the original contractor, or with a contractor of your choice. The vinyl siding is Accord D/4 vertical siding, color Clay.

Because the units are now vinyl sided, the Association will no longer maintain a general fund for painting and/or staining the unit exteriors.

2. Exterior preventative maintenance includes periodic sidewalk leveling.
3. The Association, with its present fee structure established by the Builder in the **Covenants and Restrictions, cannot** be responsible for random replacement and/or repair costs of driveways, roofs, gutters, downspouts, window and/or window structures, siding, fences, doors, garage doors, light

fixtures (other than the security lights affixed to the front of each home) and other miscellaneous cost items.

4. The Association can be involved in aiding homeowners to obtain legitimate quotes to accomplish these repair replacements or if necessary, to maintain the quality of The Winds, to assess an individual homeowner and repair/replace items specific to the living unit.
5. The area enclosed by fences (your private patio courtyard) is the homeowner's total responsibility (except as defined in Section III paragraph 1. and 2. above.

IV. LANDSCAPING

1. Visible landscaping which enhances the beauty of our community is the responsibility of, and will be maintained by, The Association. This includes all areas in front of each unit to the street, plus adjacent common areas. The Association will **not** maintain any annuals or perennials placed there by the homeowner or by any previous homeowner. PLEASE SEE ADDENDUM AT THE END OF SECTION IV.

Special approved bushes and/or trees maintained by the homeowner cannot obstruct the house number on the living units or obstruct the sidewalk in The Winds Association.

2. Spring clean-up, fertilization of bushes and trees including weed and insect control, pruning and general plant maintenance are part of an annual program paid for by the Association.
3. To maintain continuity in the community, any change in the design of plants used **must** be approved by The Winds Board of Managers before installation. Individual additions of annual flower color is encouraged, however, to create personal interest and taste and will be maintain by the homeowner.

4. The area enclosed by fences (your private patio courtyard) is the homeowner's total responsibility for design, installation, maintenance and cost. Structures within this area which are visible from the outside of the fenced area, need authorization by the Board of Managers prior to installation.
5. The Association does not have sufficient volunteer manpower to monitor special landscaping requirements, i.e., dead trees or bushes, etc. **IT IS** the responsibility of each homeowner to contact any Board of Manager if you feel there is a need for additional landscaping requirements.
6. The Association will be responsible for making caulking repairs to vinyl siding caused by landscaping damage (lawnmowers, weed trimmers, etc.).

LANDSCAPING ADDENDUM:

Implemented by the Board of Managers in October, 2010:

All of you know that our properties are aging and there are many overgrown areas that need either new plantings or at the very least the removal of overgrown and unsightly bushes. Because of the cost of replacing plantings in The Winds and our limitation to increase the monthly and quarterly maintenance fees, we are implementing the following:

We will determine - along with a landscaper, what bushes and/or trees that are overgrown or dead need to be removed from your property. The property owner may also call the Board of Managers if they notice dead or overgrown bushes.

Replacement of these bushes will be up to the individual homeowner along with a recommendation from either the Board of Managers, a viable landscaper, or even from your own desires. There are some properties that are overgrown and may not need any replacement bushes. **APPROVAL FROM THE BOARD OF MANAGERS MUST BE OBTAINED BEFORE YOU PROCEED WITH ANY PLANTINGS.**

Plantings that have not been approved by the Board of Managers can be removed by the Board, the cost of which will be assessed to the homeowner and included in the next quarterly maintenance mailing. (Bylaws Section 8, paragraph (g)).

A current list of the bushes and trees that have been selected from other homeowners and the Board of Managers is available from any Board member. Additional selections may be approved when you submit your plans for your front landscape.

Trees approved should NOT be expected to grow over 15 feet in diameter and over 20 feet tall. Please work closely with the Board in your selections.

Annuals, perennials, bulb flowering plants, hosta plants and small grasses ARE the responsibility of the homeowner to annually clean up and trim.

From time to time the Board may approve plantings that require hand trimming, in which case, the Homeowner is responsible for their care.

These plantings if not maintained by the homeowner can be removed by the Board, the cost of which will be assessed to the homeowner and included in the next quarterly maintenance mailing. (By-laws Section 8, paragraph (g)).

V. ARCHITECTURAL STANDARDS

1. In order to preserve our home and property values and develop a continuity in appearance, architectural guidelines have been developed. These are based on The Winds Association **Covenants and By-Laws** and Meadowood Association's Covenants and By-Laws.
2. Any proposed architectural changes must be submitted, with drawings, showing materials and dimensions to The Winds Association Board of Managers for approval. The following is a limited list of guidelines; however, these are not all inclusive.

a. EXTERIOR FRONT DOORS

Storm doors may be installed at the owner's expense and will be maintained by same. Specifications for said doors are:

- One inch thick
- Glass, four hinged 90 mills aluminum
- Aluminum screen
- Hydraulic closure

- Color: optional – must be approved by the Board of Managers before installation.
- Recommend “solar glass” where exposed to direct sunlight to prevent damage to the inside door.

Exterior front doors must be steel constructed and may be of a color and design approved by the Board of Managers before installation or replacement.

- b. WREATHS: Grapevine and straw types are acceptable. They must be on the front door or the wall adjacent and must be of reasonable size.
- c. DOOR KNOCKERS: Knockers are to be mounted on front entrance door only and are to be centered on the door at a convenient height.
- d. FENCING: Those wishing to close up the bottom of their courtyard fences should use the same material as the fencing, or with material of owners choosing (with Board approval) and will be maintained solely by the homeowner.
- e. DECORATIVE EXTERIOR LIGHTING: Christmas lighting and decorations are permitted at the owner’s discretion. Decorations should be removed by January 31st. All non-Christmas lighting must be white. No deviations from these standards are permitted.
- f. PARKING OF VEHICLES: Visitor’s parking areas are provided for guests only. Permanent parking of owner’s vehicles is prohibited. No commercial vehicle, truck, trailer, mobile home, house recreational vehicle, camper, pickup bed truck or similar shall be stored within The Winds. Boats on trailers may be stored only in the attached garage.
- g. PETS. Pets are allowed in The Winds subject to the restrictions of Meadowood Association and the City of Strongsville. All pets

must be leashed when outside your private courtyard and care **MUST** be taken to clean up after your pets.

- h. **ROOFS:** Roofs are to be replaced at the expense of the homeowner. A recommended 20 or 30 year warranty is the minimum standard established by the Association using color (or equivalent) to Owens Corning Driftwood, or GAF Weathered Gray. Additional roof fans or ridge vents is at the discretion of the homeowner.

NOTE: Please take care in obtaining quotes for your roof. Some roofs have one layer and some roofs have two layers (in which case a complete tear-off would be required).

- i. The installation of PROPANE TANKS to fuel your fireplace **must be approved by the Board and the City of Strongsville and meet all the specific codes of the City of Strongsville.**

REPLACEMENT ITEMS defined in Section III paragraph 3 will be replaced with like-kind items. Contact your Board of Managers for specifications and additional help.

NOTE: Any proposed change not currently included in these stated guidelines must be submitted to the Board for review and determination.

VI. INSURANCE

- 1. The Winds Association has amended the original By-Laws to allow each homeowner to carry his/her entire living unit property insurance. Specific guidelines for this insurance are:
 - a. Each Living Unit Owner shall obtain fire and extended coverage insurance from an insurance carrier qualified to do business in the State of Ohio:
 - b. To the extent of full replacement of the Living Unit.

- c. Each policy shall also provide third party liability coverage and protection for each Living Unit Owner,
- d. and shall be an HOA-3 or superior.
- e. A copy shall be provided to the Board of Managers (P.O. Box 361064, Strongsville, OH 44136).
- f. The Winds Association (P.O. Box 361064, Strongsville, OH 44136) shall be named as an additional insured.
- g. Any policy obtained shall provide that it may not be canceled except upon thirty (30) days written notice to The Winds Association.
- h. Each such Living Unit Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Living Unit Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums required, The Winds Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Living Unit Owner, and add to the cost of such payments, as a separate assessment, to the monthly assessment amount of such Living Unit Owner.

It is the responsibility of each homeowner to understand your individual policy coverage.

- 2. The Winds Association shall obtain a separate liability insurance policy including Directors and Officers liability in such amounts and coverage as determined by the Board of Managers, naming the Living Unit Owners as additional insured.

VII. SNOW REMOVAL

- 1. The Winds Association contracts for snow removal from garage driveways and common area parking. Having the removal done through the Association keeps the cost manageable and makes individual arrangements unnecessary.
- 2. Snow will be removed from the driveways and common parking areas when accumulation exceeds two inches.

NOTE: If there is a constant snow and wind throughout the day, obviously it is impossible to maintain the two inch minimum.

If any automobile is in a driveway, it is impossible to remove the snow. Even if an automobile is parked to one side of the driveway, the other part cannot be cleared for fear of damaging the automobile with the snow plow blade; therefore, vehicles should not be parked in the driveway when there is a possibility of snow plowing.

Only the driveways, common parking areas and mail box areas will be plowed or cleared. Snow removal of the street is the responsibility of the City of Strongsville. Snow removal from sidewalks (from the drive to the front door) are subject to the specific contract obtained each year and could be the responsibility of the individual unit owner.

The Winds Association does not have the volunteer manpower to monitor possible damage by the snow plowing, either the city or our contracted snow plower. IT IS the responsibility of the homeowner to notify the Board of Managers IMMEDIATELY of any damaged property.

VIII. MEETINGS/SPECIAL ANNOUNCEMENTS

1. A yearly general meeting will be held in February to approve the current budget and discuss the previous year's expenditures. All homeowners will be notified of the exact date.
2. Special meetings throughout the year may be called. All homeowners will be notified either by a hand carried notice or specifically mailed to your address.

It is up to each homeowner to notify the Board of Managers, dates and address of any temporary change in residence during the year. Notification MUST be in writing. The Winds Association does not have the volunteer manpower to “watch” your home for living activity.

This Handbook was developed to assist the unit owner in understanding his/her responsibilities as well as setting forth the responsibility of The Winds Association. The Handbook does not cover every contingency that might develop. If a conflict should develop between the Handbook and the Covenants and Restrictions, the Covenants and Restrictions control. Every effort has been made in developing the Handbook, to avoid any conflict, but should any unit owner discover a conflict, please bring it to the attention of the Board of Managers so that the Handbook may be corrected.

The Board of Managers – The Winds Association – December, 2016