



A Great Place
To Live,
Play and Relax!

Handbook for Residents

MacIntosh Farms
Master
Association



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MacIntosh Farms Community Association

MacIntosh Farms is a great place to live, play and relax. We are a well-established community of over 800 houses, cluster homes and condominiums. The common areas provide ponds, sidewalks & walking trails, swimming pools, a tennis court, a basketball court, and party/meeting facilities. The Master Association has responsibility for all common areas.

This Handbook includes details of the Master Association membership, which are most commonly of interest. Also copies of Articles of Incorporation, Code of Regulations, and General Warrant Deed and Covenants and Restrictions of the MacIntosh Farms are included in the back. Please read this book, keep it in a safe place and refer to when necessary.

MacIntosh Farms also has a website – www.MacIntoshfarms.com – which contains a wealth of information about the subdivision. Visit it regularly as it is updated often.

We have attempted to make the information in this Handbook as accurate and current as possible. Additions and changes will be sent to each Master Association member and updated on the website. However, you should always double check with the relevant trustee or the original controlling document on any information that is vital to you.

Members planning to sell their home should show this handbook to the buyer and real estate agent with whom they list their home and acquaint them with the Warranty Deed, They should also make sure that the management association is notified in advance of any sale in order to avoid possible additional costs and legal complications.

THE MASTER ASSOCIATION

The Master Association is a community association incorporating electoral districts made up of Condominium Associations 1, 2 and 3, Cluster homes and Single Family homes. Every household unit is recognized as one membership in the Master Association. The Master Association owns and is responsible for maintenance and administration of all the common property of MacIntosh Farms. This includes the enforcement of the covenants and restrictions governing MacIntosh Farms.

Association Board of Trustees

The Master Association Board is made up of five elected members: two from Condominiums, two from The Villas and Cluster homes, and one from Single Family homes. Elections of the Board members are held in February of each year. The board is made up of a president, vice president, treasurer, member-at-large and secretary each holding a three-year term.

See article 6-3

Association Support

To carry out the day-to-day activities and board directives the board has hired a realty management company. The management company provides the accounting, clerical and day-to-day maintenance of association property. For Legal support Kaman and Cusimano, Attorneys at Law have been engaged

The current contract is with:

Reserve Realty Company Management Division

480 West Aurora Rd.

Sagamore Hills, Ohio 44067

330 467 0828

reserverealty@alltel.net

Common Properties

All real and personal property owned by the Master Association includes land open areas, recreational facilities, and buffer zones for the common use such as: the areas alongside of the main roads, ponds and major storm drain areas. *See section 3 I.08*

Assessments

When buyers accept a deed to the property in MacIntosh Farms they become members of the Master Association and are obligated to pay assessments. The Master Association assessment is billed monthly and is based on the approved annual budget for the common areas.

Ref. section 3 I.33

Fees Collection Policy

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the twentieth (20th) of the month.
2. An administrative late charge of \$10.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Pool passes will not be issued to any account which is delinquent in payment of assessments, including maintenance fees, and will be revoked if the account becomes delinquent.
4. The Recreation Center ("Barn") is not available to any account which is delinquent in payment of assessments, including maintenance fees.
5. Any payments made shall be applied in the following order:
 - A. First, to interest owed to the association
 - B. Second, to administrative late fees owed to the association
 - C. Third, to collection costs, attorney's fees, and paralegal fees incurred by the association
 - D. Fourth, to the principal amounts the unit owner owes to the association for the common expenses or enforcement assessments chargeable against the unit.
6. Any past due assessments may cause a lien and foreclosure to be filed against the owner.
7. 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.
8. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws, or the Rules and Regulations, the Association may but shall not be obligated to, undertake such a performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney's fees, of such performing or cure 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.

After one months' delinquency the Master Association board designate will issue a general reminder letter requesting prompt payment of the balance due.

If no response is received or arrangements made prior to four months, the board will send an official letter through its legal counsel incurring not only late fees, but also legal fees.

If at six months no arrangements have been made on the part of the owner to pay the balance due, the board will be forced to notify legal council to file a formal lien on the property.

Annual Meeting

The annual board meeting is held in February. At that time reports of the past years activities are given. Trustees up for reelection are elected.

Reference article III of bylaws

The board also meets a minimum of four times a year to conduct normal business.

Budget

The preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses. The association shall build up and maintain a reasonable reserve for contingencies and replacements. The final budget will be approved in December of each year.

Article VI section 1 & 2

Rules and Guidelines

The following sections are included in this handbook to help familiarize residents with the rules, regulations and guidelines of the MacIntosh Master Association. Here, members will find information about architectural approvals and deed restrictions. The Facilities section should be consulted for rules of conduct, etc. having to do with the use of pools and other facilities.

Covenants and Restrictions

The intent of this declaration is to cause the developed property to be kept and maintained as a high quality residential development. They will be applicable to the owners, land contract vendees, lessees, tenants and occupants of the residential property.

Good Maintenance

Each owner or association shall keep the grounds and buildings in a clean, safe condition and in good repair. This includes seeding, watering and mowing of lawns, trimming of trees and shrubbery, and external painting of buildings and structures. The following restrictions apply:

Design Review

No changes or alterations to the outside of the home and grounds can be made without approval of the homeowners association and the master association.

Requests for changes or additions to the outside of the premise shall be requested in writing after approval of the basic condo or cluster home association. The master board as a whole reviews the request and approves or disapproves with further recommendations. The "Request for Change" forms are located in the back of this book.

Structure of Design Review Committee

The design review committee consists of the five trustees on the Master Board. The affirmative vote of three (3) members of the Design Review Committee shall be required in order to adopt or promulgate any rule or to issue any permit, authorization or approval pursuant to this article.

Trailers

No temporary building, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the community at any time, unless approved by the Design Review Committee.

Sheds

Placement

Any proposed shed and/or auxiliary building within MacIntosh Farms must be:

- placed in the rear half of any homeowners' back yard.
- positioned so that it is not visible from any street or alley within MacIntosh Farms.
- positioned no closer than twenty-five (25) feet to any neighboring home/structure.

Size Limitations

Any proposed shed and/or auxiliary building within MacIntosh Farms shall not:

- exceed 144 square feet in total floor area.
- exceed fourteen (14) feet in height (including the roof of such structure).

There may only be one (1) proposed shed and/or auxiliary building per sublet parcel within MacIntosh Farms.

Shed Design Requirements

Any proposed shed and/or auxiliary building within MacIntosh Farms shall:

- be built upon a permanent foundation constructed of a slab of concrete no less than four (4) inches in depth.
- match the primary structure on the lot with respect to overall design and building materials.
- have a pitched roof with no less than an 8:12 ratio.
- have gutters and downspouts.
- have articulated facades including at least one (1) window.
- not have any type of driveway or paved approach beyond the slab foundation.

Shed Prohibitions

Any proposed shed and/or auxiliary building within MacIntosh Farms may not be used for the storage of live animals, explosives or any and all hazardous materials.

Approvals

A homeowner wishing to construct any proposed shed and/or auxiliary building within MacIntosh Farms must submit drawings detailing the proposed exterior elevations of the proposed structure. Submit through the standard Architectural Review procedures.

Within thirty (30) days, the MacIntosh Master Association will either reject or approve the proposed shed or auxiliary building based on the above stated criteria.

The homeowner shall be responsible for any and all permits, fees, requirements, etc. of the City of Broadview Heights, Ohio, including, but not limited to, any and all applicable building, fire, plumbing, heating, electrical, zoning, and health code provisions.

Fences, Walls, Hedges

(Section 7.3 - Fences, Walls, Hedges, Etc.)

Fences, walls, trees, hedges, and shrub plantings shall be maintained in an attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences or walls of any kind shall not be erected, begun or permitted to remain upon any portion of the Development Property unless approved by the Design Review Committee or unless originally constructed by Declarant or with the written approval of Declarant.

Nuisance

(Section 7.4 - Nuisance)

No obnoxious form of activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Dwelling Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is reasonable” and what is “unreasonable” under this Section.

Animals

(Section 7.5 - Animals)

No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Dwelling Units situated thereon) without the approval of the Board, except that dogs, cats and other normal household pets may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose. Further provided, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three days' written notice from the Board. The Rules may limit the number of pets, which may be kept in any one Dwelling Unit. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Dwelling Unit if the Board finds a violation of this Section.

Signs

(Section 7.6 - Signs)

Only temporary 'Open House' signs are permitted on common property. Signs must be of high quality. Hand-made signs are not permitted. Open house signs shall be posted only during the advertised hours of an open house, as well as 30 minutes prior and following such a scheduled event. No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics.

Garage Sales

Garage Sales are not permitted anywhere in MacIntosh Farms.

Trash Handling and Storage

(Section 7.7 - Storage of Material and Trash Handling)

No lumber, metal or bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure and except firewood may be stored within Units, patio areas or other areas designated by the Board. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, Trash shall not be put out for pickup before 7 PM the night preceding the scheduled day of pickup. **At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property.** No dumping shall be permitted on any part of the Property. Anything herein to the contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

Pipelines, Utility Lines, Drilling

(Section 7.8 - Pipe Lines, Utility Lines and Drilling)

No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes, and except structures and metering devices serving such pipe lines. Furthermore, no electrical, telephone and other cable lines shall be installed or maintained on any portion of the Property above the surface of the ground.

Commercial/Professional Use of Property Unit

(Section 7.9 - Commercial or Professional Uses)

Except as expressly permitted in this Master Declaration, or by Rules adopted in accordance with this Master Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Development Property; provided, however, an Occupant may use a portion of a Dwelling Unit for an office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Dwelling Unit becoming principally an office, school or studio as distinct from a Dwelling Unit. The Board may adopt Rules, which intensify, relax or amend the prohibitions of this Article.

Parking & Storage of Vehicles and Machinery

(Section 7.10 - Storage of Vehicles and Machinery)

No truck, camper, recreation vehicle, boat, airplane or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway in or upon the Development Property except in the confines of garages or parking areas approved by the Board. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related -improvements, lawns and landscaping. Such permitted machinery shall be stored out of sight of adjoining Condominium Buildings or Non-Condominium Residential Building, provided, however, that this provision shall not apply to vehicles and machinery necessary for the construction, reconstruction or repair of any building or other structure.

Firearms and Preservation of Wildlife

(Section 7.11 - Firearms; Preservation of Wildlife)

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any fishing, hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control or except upon prior written approval of the Board.

Poles, Wires, Antennae

(Section 7.13 - Poles, Wires, Antennae, Etc)

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground in any portion of the Development Property without the prior approval of the Design Review Committee. Satellite dishes and antennas may be installed after the placement plan of said device is approved by the Master Association. The general position of a dish or antenna includes (but is not limited to), placing the device out of view from the streets surrounding the dwelling, etc. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

Exterior Appearance

(Section 7.14 - Exterior Appearance)

The exterior of any building or structure in the Development Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Design Review Committee.

Mail Boxes

Mailboxes must be replaced in accordance with the original design standards of your applicable community.

Window Treatments

(Section 7.15 - Window Treatments)

No Person shall install in any building any drapery, Venetian blind, or other window cover or treatment which may be seen from the outside of the building without complying with the Rules to be adopted by the Design Review Committee with respect to the color of such window treatment.

Drainage Ditches

(Section 7.17 - Drainage Ditches - Access by the City)

No Person shall interfere with the free flow of water through any drainage ditches within the Common Areas of the Property. The City or other governmental authority having jurisdiction shall have the right to enter upon the common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances, including, without limitation, the lake(s) within the Property, for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to the property within the City or other governmental authority having jurisdiction.

Lights on Exterior of Residences

(Section 7.18 - Lights on Exterior of Residence)

Each Owner shall provide one light of the kind designated by the Design Review Committee on the exterior of each attached and detached single family Dwelling Unit within the Development Property that shall automatically go on at dusk and remain on until dawn. Each Owner shall keep and maintain said light in good condition and repair and shall replace any burned out bulbs or mantles promptly as required. The Design Review Committee shall further have the right to require owners of other buildings and facilities within the Development Property to construct exterior lighting and if so required, the owners of said buildings shall keep said lighting on during all hours of darkness and in good working condition at all times. The Design Review Committee may adopt Rules in connection with said lighting. The type, size, design and shielding of any lighting shall be established in the Design Review Manual or otherwise approved by the Design Review Committee.

Enforcement

(Section 8.2 - Approval of Plans)

No building or structure shall be commenced, erected, placed, moved unto or permitted to remain on the Property nor shall any building or structure be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof, nor shall any grading be commenced or changed or landscaping installed or changed unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the Committee.

Such plans and specifications shall conform to a manual entitled "Design Review Manual" to be prepared by the Design Review Committee and approved by the Declarant or the Board, which shall be on file with the Association, as the same may be amended by the Committee from time to time. The plans and specifications submitted to the Committee shall be in such form and shall contain such information as may be reasonably required by the Committee and set forth in the manuals.

Grounds for Disapproval

(Section 8.3)

The Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) Failure of such plans and specifications to comply with any covenants and restrictions contained in this Declaration or in any other prior Declaration or design and construction criteria adopted by Declarant or the Association;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested;

- (c) Incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures or buildings upon the same or other property in the vicinity;
- (d) Objection to the location of any proposed structures or buildings upon any portion of the Property with reference to any other area in the vicinity;
- (e) Objection to the grading plan;
- (f) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed building or structure;
- (g) Objection based solely on aesthetic reasons; or
- (h) Any other matter, in the reasonable judgment of the Committee, that will render the proposed building or structure or use inharmonious with the general plan of the improvement of the Property or the buildings, structures or uses located upon other portions or on the vicinity of the proposed building, structure or use.

In any case where the Committee shall not approve any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, a written statement of the grounds upon which such action was based shall accompany such disapproval or qualified approval. In any such case, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

Right of Appeal

Board disapproval may be appealed within 30 days of the rejection. If the above actions have been taken without approval the board will issue a notice of violation and proceed with corrective action, including assessment of fines.

Right of Appeal

(Section 8.4)

Should the Committee disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Board. The applicant, in writing, within thirty (30) days must submit such appeal to the Board after receipt of notice of the decision from the Committee.

No later than thirty (30) days after receipt of notice of appeal, the Board shall examine the plans and specifications submitted, as well as the grounds upon which the Committee disapproved such plans and specifications. The affirmative vote of two-thirds (2/3rds) of the members of the Board shall be required to reverse or modify a decision of the committee.

Violation of Article

(Section 8.5)

- (a) If any building or structure shall be altered, erected, placed or maintained upon any portion of the Property, or any new use commenced or any portion thereof otherwise than in accordance with plans and specifications approved by the Board unless exempt pursuant to the provisions of this Article VIII, such alteration, erection, placement or maintenance of use shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice from either the Committee, any Board member or officer of the Master Association or the Declarant, any such building so altered, erected, placed or maintained upon any portion of the Property in violation hereof shall be promptly removed or altered and any such use shall be terminated as to extinguish such violation.
- (b) If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken by the applicant toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion of the same, the Master Association shall have the right, through agents and employees, to enter upon the land and/or dwelling unit and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such use, or to cure the violation. In addition to the foregoing, the Master Association shall have the right to obtain an injunction from any court having jurisdiction for the

cessation of such alteration, erection, maintenance or use which is in violation of this Article. The rights and remedies of the Master Association and Declarant contained in the Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. Subject to the provisions of Section 24 of the Bylaws entitled "Hearing Procedure," a person in violation of this article VIII shall be obligated to the Master Association for the amount of all costs and expenses, including attorneys fees, incurred to remedy any such violation. If said amounts are hereto paid within ten (10) calendar days following said notification, then said amount shall be "delinquent" and together with the Other Charges, as defined in Article 2.1 (d), shall, upon perfection as provided in Section 9.5, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation for the person(s) violating the Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Waiver of Subrogation.

(Section 7.19)

Each Person as a condition of accepting title and/or possession of a Dwelling Unit and the Master Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the proceeds of insurance covering said damage or destruction.

Violation of This Article

(Section 7.20)

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including design review criteria or standards established by the Design Review Committee, the Declarant (as long as the Declarant is a Class B Member of the Master Association) or the Board and/or the Design Review Committee shall have the right to give written notice to such Person to terminate, remove or

extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the removal, alleviation or termination of same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant of the Master Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Declarant or the Master Association shall have the right to obtain an injunction from any Court having jurisdiction for the cessation of such violation of this Article. The rights and remedies of the Master Association and Declarant contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity. Subject to the provisions of Section 24 of the Bylaws entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Master Association and/or Declarant for the amount of all costs and expenses, including attorneys' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said

Notification, then said amount shall be "delinquent" and together with the Other Charges, as defined in Article 2.1(d), shall, upon perfection as provided in Section 9.5, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s)

violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any occupant of such Owner's property.

Restrictions of Other Documents

(Section 7.21)

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions in the Declarations of Condominium Ownership and other condominium documents for the Condominium Developments created on the Development Property, homeowners association documents, and in deeds conveying the Development Property or portions thereof.

Certificate of Compliance with Restrictions

(Section 7.22)

Upon the conveyance of a Dwelling Units or Non-Condominium Residential Building or an interest therein, the grantor shall have the right to request the Master Association to inspect the Dwelling Units or Non-Condominium Residential Building and if the Master Association finds that there has been no violation of this Article, a Board Member, officer or agent of the Master Association shall promptly issue a Certificate of Compliance with Restrictions that may be relied upon by all persons for all purposes.

FACILITIES

Residents of MacIntosh Farms are proud of the many facilities for use by members in good standing and their families and guests. In this section we describe the facilities and their rules and accepted practice use.

Permits

All recreational facilities fall under the management of the Master Association. As part of the Master Association monthly assessment each owner is issued a magnetic pass card for entrance to any of the Swimming Pools. A rental fee is charged for use of the clubhouse (red barn) and reservations must be made.

Club House

The clubhouse (Red Barn) is located on South MacIntosh Drive. It has a meeting room Kitchen, and rest room facilities. The club will hold 60 people and a rental fee is charged for each use.

Tennis Court

The tennis court is located near the clubhouse on South MacIntosh lane. Use of the court is first come first served. Play should be limited to one hour when others are present and waiting to use this facility. This facility is to be used exclusively for the game of tennis.

Pools

There currently are three pools located in MacIntosh Farms for use by the residents. The pool located closest to MacIntosh Lane – South Entrance has a small child wading pool. All pools have a changing room, showers and toilet facilities. Pool rules are stated below. All three pools have lifeguards and other pool support contracted to a certified pool maintenance company.

1. Pool Operation Dates/Hours - A yearly update will be issued each spring for pool operating times.
2. Entrance to Pools - Entrance to pools will be by valid identification cards only. Gates will not open without card. Residents must present their own pass to open gates. Do not admit other residents with your pass. Infractions can result in temporary loss of your own pass.
3. Age Limits - An adult must accompany children under the age of 12 at all times.
4. Guests must be accompanied at all times by an adult resident. No limit has been placed on the number of guests permitted access. However, this policy will be monitored to determine whether limits need to be established. Guards are empowered to make the final decision. Adult residents are responsible for the conduct of all their guests.
5. Adult Swim - Guards get a 10-minute break each hour. **No one** is permitted in the Pool during this break time.
Pool No. 1 - For the last 15 minutes before the break, guards may clear a portion of the deep end for swimmers only. Normal activities are maintained in the rest of the Pool.
Pool No. 2 - The lap lane shall be for swimmers only at all times with courtesy being extended to those who are waiting. No swimming during the breaks.
After 7:00 P.M., the guards may reserve the deep end at Pool No. 1 for adults only and the lap lane at Pool No. 2 for adults only. This is for the benefit of those who work and cannot use the Pools during the day.
6. Appropriate Attire - Bathing suits only. No cutoffs, shorts, etc.
7. Safety & Conduct - No running, diving or boisterous behavior. Guards have the authority to control activities to maintain safe conditions. Repeat offenders will face the following disciplinary measures:
1st offense - 10 minutes out of the Pool
2nd offense - Out of the Pool the rest of the day
3rd offense - Revocation of Pool privileges for the remainder of the season
8. Food & Beverage –
Snack type food only inside the Pool area. This is necessary to avoid bees, hornets, etc. Residents and guests are responsible for their own cleanup.

Picnic baskets, sandwiches, carryout, etc. are to be kept and consumed outside of the fenced in pool areas, please. Absolutely no alcoholic beverages of any kind.

ABSOLUTELY NO GLASS CONTAINERS OF ANY KIND, please!

9. No pets of any size or type permitted
10. Music – Personal use type devices with earphones only
11. Smoking is Not Permitted inside the Pool area
12. Telephones - the Pool phone is for EMERGENCIES and restricted to LIFEGUARDS ONLY

Picnic pavilion

A covered picnic pavilion is located next to the Barnsley Way pool. The pavilion has a wood burning fireplace and is lighted at night. Currently the use of the pavilion is first come first served. All activities must be cleaned up by 11:00PM.

Paved Walking Paths

There are paved walking paths within the MacIntosh subdivision. These paths are for walking only. Pets must be kept on a leash. No motorized vehicles allowed.

Ponds

There are several ponds located in the community. Access to these ponds, as provided by a connecting path, is for residents and guests only. Fishing is permitted on a catch and release basis. No swimming or floatation devices of any kind are permitted. No skating or ice fishing permitted in winter.

SECURITY

For emergencies call 911

Police: The Broadview Heights Police Department is located behind the Broadview Center approximately 2 miles north of MacIntosh Farms on the east side of Broadview Road, State Route 176. **To contact the police department call 526-5400**

Fire: The Broadview Heights Fire Department is located west of the civic center on Broadview Road. They are approximately 2 miles from MacIntosh Farms.
The fire department phone number is 526-4493

MACINTOSH FARMS PARTY ROOM TERMS OF RENTAL

1. Only owners/residents may reserve the MacIntosh Barn/Party Room. If renter desires the use of the room, the owner must sign this form and be responsible for any damages incurred. Gatherings are prohibited if they involve any personal gain or any collection of donation of funds or materials for any person, group or organization (including charitable and political organizations).
2. The hours of use are from 8:00 A.M until twelve midnight the day of the event.
3. Rental furniture must not damage carpets or flooring and must be removed by midnight.
4. The kitchen facilities are to be used only for minor preparation, i. e., heating of hors d'oeuvres, cooling beverages, making coffee, etc. All major preparations such as cooking of food, extensive baking, etc. are prohibited. No outside cooking such as clambakes, barbecues, etc. is allowed.
5. A telephone line has been installed for your convenience. The number is 440-526-9044. Long distance calls are blocked.
6. Party activity shall be confined to the Barn/Party Room. Guests are not permitted in other common areas including the pool, tennis court, etc.
7. No candles or open flames are allowed in the Barn -with the exception of the fireplace.
8. No rice or confetti, please!
9. Attendance shall not exceed sixty (60) people.
10. The Barn must be cleaned before leaving the premises. SEE ATTACHED CHECK LIST FOR DETAILS.
11. Since there is no area for trash storage at the Barn, all refuse must be taken with you when leaving.
12. In case of emergency, please call 911 and notify Reserve Realty Management Co. the next day.
13. No outside activities or structures such as tents, awnings, volleyball, badminton, etc. are allowed.

I have read, understand, and agree to all terms and conditions of the rental of the Barn/Party Room.

Signature of Owner Date Signature of Renter Date

Revised June, 2004

Keys may be picked up Monday thru Friday from 9:00 AM to 5:00 PM
RESERVE REALTY MANAGEMENT, W. AURORA ROAD, SAGAMORE HILLS, Ohio 44067
330-467-0828

Date: Non-Refundable Rental Fee \$ 100.00 Security Deposit (refundable) \$ 75.00

Two separate checks must be written. Make checks payable to MACINTOSH FARMS MASTER ASSOCIATION. The security deposit will be refunded after clean up and repair of damages is completed. No cleaning is included in the rental fee. The cost of cleaning will be deducted from the security deposit and/or billed to the renter. YOU ARE RESPONSIBLE FOR LEAVING THE ROOM IN A CLEAN CONDITION.

1. *This reservation is being made for you at the MacIntosh Farms Barn for your requested date ONLY: from 8:00 AM till 12:00 midnight of that day. Any set-up, festivities, and clean-up must take place during this time only. There will be no variations allowed without Management's permission.*
2. *Facilities in the Barn/Party Room include: five (5) round tables, thirty (30) chairs, two (2) wooden tables, eight (8) ladderback chairs, two (2) fireside chairs, eight (8) bar stools, one (1) sideboard table, two (2) six-foot folding tables; TV (with base and cable), fireplace (if there is no wood, you have to provide your own, damper open), full size refrigerator, and microwave oven.*

NAME: _____

ADDRESS: _____

PHONE: _____

DATE OF PARTY: TIME OF PARTY: _____

TYPE OF FUNCTION: _____

NUMBER OF GUESTS: _____

SECURITY DEPOSIT CHECK: RENTAL FEE CHECK: _____

Note: All fees due to the Association must be current in order to rent the Barn/Party Room.

ALL TERMS OF RENTAL OF THE FACILITY ARE SET FORTH ON THE REVERSE SIDE

To confirm your requested date, please return reservation form with payment to: Reserve Realty Management Company. Payment must be received by this date or your RESERVATION WILL BE CANCELED.

MacIntosh Farms Community Association

RE: (Insert Property Address)

SELLER to BUYER - Notification or Deed Restrictions

Buyer hereby agrees to the Declaration of Covenants and Restrictions for MacIntosh Farms Master Association, and the Declaration of Covenants, Conditions and Restrictions Imposed Upon The Lands Within MacIntosh Farms, Broadview Heights, Ohio That Are Being Developed as Residential Subdivisions, receipt of which is hereby acknowledged. * Buyer hereby agrees that in addition to the purchase price of the unit, the buyer will be liable for the proportionate share of the Association's assessments as outlined in the Declaration.

Buyer acknowledges that he understands that the Association is established for the purpose of operating and maintaining the common areas and facilities of the Association. Each owner of a family unit is a member of the Association and is subject to the Declaration thereof. As set forth in the Declaration, the *owner* or owners of each family unit will have one vote for each lot or living unit in the Association. A duly elected Board of Trustees as provided for in the Declaration will conduct the affairs of the Association.

WITNESS BUYER _____

WITNESS SELLER _____

Sworn to and subscribed in my presence, this Day of _____ in the year _____

Notary Public _____

If the Seller does not transfer his copies of the Declaration, they may be purchased from MacIntosh Farms Community Association.

MACINTOSH FARMS MASTER ASSOCIATION
COMPLAINT FORM

Please remember to sign this form in order for your complaint to be processed appropriately!
Please use the reverse side if you need more space for any information requested below.

Please MAIL or HAND DELIVER this form to:
Reserve Realty Management
480 West Aurora Road
Sagamore Hills, Ohio 44067

NATURE OF COMPLAINT (i.e. Pet, Noise, etc.): _____

LOCATION:

NUMBER OF OCCURRENCES: _____

DATE(S) OF VIOLATION: _____

TIME(S) OF VIOLATION: _____

NAME OF OFFENDER (IF KNOWN):.

DETAILS. BE SPECIFIC PLEASE:

DOCUMENT ANY ATTEMPT YOU MADE TO RESOLVE THIS PROBLEM WITH THE OFFENDER:

WHAT WERE THE RESULTS?

NAME (PLEASE PRINT): _____

SIGNATURE _____ DATE _____

YOUR UNIT #

-----OFFICE USE ONLY!!!-----

MANAGER OR OTHER
DISPOSITION:

DATE RECEIVED BY ASSOCIATION:

Design change/Construction/Modification Change Approval Form

Name _____

Address _____

Lot No. _____

Telephone No. _____

General Description of Request. _____ -

Drawings/Plans/ Attached _____

Contractor Quotes attached _____

Condominium Association or Barnsley way Association Approval Attached. _____.

Request for Hearing

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the accompanying correspondence is received by the Master Board within ten (10) ***days the Board may proceed with the enforcement*** assessment without a hearing, and you will have waived your right to a hearing .If you want to request a hearing, then this completed form must be received within ten (10) days by:

MacIntosh Master Association Board C/O
Reserve Realty Co.
480 West Aurora Rd.
Sagamore Hills, Ohio 44067-2198

I _____, request to be scheduled for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will notified at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because _____

Signature

Date

Signature- if more than one

Date