

**“The Barnsley Way” Handbook**  
**Barnsley Way Homeowners Association, Inc.**

**“The Barnsley Way” Handbook**



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**Barnsley Way Homeowners Association, Inc.**

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# **“The Barnsley Way” Handbook**

## **Barnsley Way Homeowners Association, Inc.**

### **1. OUR BARN斯LEY WAY COMMUNITY**

#### **Welcome and Introduction**

Do you remember when you first visited the community of “Barnsley Way”? What was it that impressed you the most? Was it:

- The natural and harmonious look of all the houses?
- The nicely landscaped yards and court areas?
- The pool and pavilion areas?
- The blended, neutral house colors?
- The gentle sloping of all the yards?
- The similar and complementary landscaping used throughout the community?
- The fact that the driveways and yards were free of parked RVs, boats, trailers?
- The similarity of the mailboxes and/or the decks in the back yards?
- The lack of fences, storage sheds and buildings in the yards?

Yes, any one of those things could have caught your eye and influenced your decision to build or buy a home in Barnsley Way. As a friendly reminder, none of the above qualities were accidental; they were conceived, planned and implemented by MacIntosh Development Corporation, the developer of our community which is legally known as **Barnsley Way, a Cluster Development**. Further, these elements were embodied as deed restrictions and filed with the Cuyahoga County Fiscal office for each of our properties.

The objective of the Barnsley Way Homeowners Association, Inc. is to effectively manage the affairs of our Barnsley Way Community and to reasonably maintain the neighborhood as a high quality community for each of us to reside in and enjoy. To accomplish this, your Board of Directors developed “The Barnsley Way” Handbook (Handbook) to assist you in daily living within this community. The information, policies, procedures, programs, standards and guidelines were based on common sense and take into consideration the reasonable health, safety and comfort of our Occupants and guests.

Knowledgeable and informed Owners are the key to a harmonious community. We hope you will find this handbook informative and reasonable and will comply with its contents. We ask that you keep the handbook available and refer to it whenever necessary. If a situation should arise that is not covered in the handbook, please contact our Community Association Manager (Manager) whose name and contact information are listed in Appendix 4.

This handbook is intended to augment, but not replace, the recorded DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BARN斯LEY WAY (Declaration) and the BYLAWS OF BARN斯LEY WAY HOMEOWNERS ASSOCIATION, INC, (Bylaws) which are recorded with the Cuyahoga County Fiscal office. It has been developed to give Owners a practical overview of the Declaration and Bylaws. If there is an inadvertent discrepancy between the handbook’s content and the content of the Declaration and Bylaws, the latter named documents will prevail. We may periodically revise this handbook to reflect current conditions within our community.

# **“The Barnsley Way” Handbook**

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### **1. OUR BARNSELEY WAY COMMUNITY**

This handbook replaces the previous version titled “The Barnsley Way” Design Review Standards, Criteria and Guidelines dated June 07, 2010. Please discard the previous document titled “The Barnsley Way” and utilize this handbook instead.

#### **1.1 The Barnsley Way Homeowners Association, Inc. (Association)**

Barnsley Way is located within Ward 4A of the City of Broadview Heights; Occupants utilize City services such as the police, fire and service departments. The Association is one of a group of homeowners associations within the framework of the MacIntosh Farms Community Association Inc. (Master) and by Declaration is subject to the Master’s rules and regulations.

Some of the streets and roadways within Barnsley Way are private (Association Roads) and are owned and reasonably maintained by our Association. Association Roads include Sweet Bay Court, Archer Court, Sexton Court and Brooks Court. The remaining streets are dedicated public streets and are maintained by the City. These are Barnsley Way, Boxwood Court, Gates Court and Covington Court. Our entrance, the pool and pavilion at Barnsley Way are under the direction and control of the Master.

#### **1.2 Association Powers, Duties and Responsibilities:**

Our Association is a not-for-profit corporation that is governed by the recorded Declaration and Bylaws. As a private association, we elect Owners or spouses of Owners to serve on the Board of Directors. Board members serve without compensation and are responsible for the affairs of the Association on behalf of all Owners.

#### **1.3 Board Members, Officers, and Meetings**

Board powers, duties and responsibilities include but are not limited to;

- Preparation and adoption of an annual budget, including reserves,
- Making and collecting assessments to defray the common expenses,
- Keeping books with detailed accounts of receipts and expenditures,
- Providing for the operation, reasonable care and maintenance of Common Elements,
- Selecting contractors to perform the myriad of required duties of the Association,
- Maintaining insurance coverage for Association property
- Enforcing the Declaration, Bylaws, and Rules.

On September 10, 2010, we became subject to a new State law: the “Ohio Planned Community Law” (ORC 5312). This is similar to the Ohio condominium law and strengthens the powers of our Association. It gives the Board certain duties and authorizes it to enforce all provisions of the Declaration, including rules, covenants, conditions and restrictions.

### **1. OUR BARNSELEY WAY COMMUNITY**

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Within the Board, members are selected to serve terms as officers including President, Vice President, Secretary and Treasurer. Typically, the Board holds an annual meeting in February, multiple Board meetings throughout the year and an annual walk-around of Barnsley Way to assess current conditions of our community in the Spring.

Owners are welcome to attend any Board meeting, except executive sessions, and may address the Board on specific issues during a “Homeowner’s Forum” opportunity before the start of the actual Board meeting. Owners are notified of meeting dates, which are subject to change. If you would like to serve on the Board, please contact the Manager and notify them of your interest.

The Board requests and appreciates cooperation in respecting that Board members are not Association employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can decide only on issues brought to their attention during the Board meetings. Generally, all communications should be directed through the Manager to assure that your concerns and questions are properly addressed and answered. An obvious exception is that you should contact a Board member concerning problems that you may have with the Manager.

### **1.4 Individual Owner Responsibilities**

Owners are responsible to abide by all the Covenants and Restrictions in the Declaration. Owners must maintain our Living Units in good condition by providing proper maintenance and repair of both the interior and exterior of the Living Units, and Sublots. Owners are also responsible for the maintenance, repair and replacement of the utility lines serving our Living Units. Further, we each must carry insurance that covers our Living Unit and its contents and Sublot.

### **1.5 Manager’s Responsibilities**

The Board of Directors, on behalf of the Association, has contracted the services of a manager to conduct the day-to-day management activities and operations of Barnsley Way under the direction of the Board. The Manager generally and reasonably performs a variety of duties including, but not limited to:

- Maintaining records relating to Barnsley Way homeowner membership, administration, correspondence and business matters with Owners, Occupants and sales agents,
- Managing the work of service contractors retained by the Board and ensuring that contractors' activities, performance and workmanship are in accord with their contracts,
- Maintaining an accounting system for accounts payable approval and disbursement, and compiling monthly financial reports containing details of all receipts and disbursements,
- Preparing billings and collecting monthly Owner's fees, including collection of delinquent accounts,
- Attending regularly scheduled Board meetings, the annual meeting and special meetings, and
- Providing voice mail paging service to assist Owners with any situation occurring during non-business hours and on weekends.

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### 2. ARCHITECTURAL CONTROL AND REVIEW

#### 2.1 The Design Review Committee

The Declaration created a Design Review Committee (DRC) for the purpose of architectural and engineering control to reasonably secure and maintain an attractive, harmonious residential community. The DRC is made up of our neighbors who will/have volunteered their time to perform an objective review of proposed Owner projects and determine whether they are suitable for our community. The DRC is typically composed of 3 individuals appointed by the Board. A majority vote of the DRC is required to constitute the decision of the committee. If you would like to serve on the DRC, please contact the Manager and notify him/her of your interest.

#### 2.2. The Design Review Process

Architectural guidelines are not intended to arbitrarily control property in Barnsley Way, but rather are an additional means of fulfilling our Association’s duty to the members to maintain standards which provide for a beautiful community and reasonably protect property values.

In other words, architectural guidelines are intended to keep our neighborhood looking attractive not only for ourselves, but for family members, friends, visitors and potential buyers. It’s likely that your Living Unit is one of your largest assets and we all would like to see our Living Units appreciate in value. Maintaining the standards under which this community was formed and developed is in the interest of all of us to ensure we achieve that common goal. It is “**The Barnsley Way!**” Let’s keep our community one of the premier developments in southern Cuyahoga County.

As such, an Owner who is contemplating an alteration should consider whether the proposed project is within the “spirit of our community,” and then must complete and submit the **Design Review Application Form** which is in Appendix 4 of this document. Generally, it will take 10 business days for this review process.

If you are unsure about whether your contemplated project requires approval, you should submit the application. It is better to error on the conservative side rather than having to “remedy” an improper installation.

***The DRC , through our Manager, must receive an application from an Owner for items including, but not limited to:***

- ***Any change to the Living Unit such as the addition, deletion or modification of Living Unit accessibility ramp, garage, porch, deck, room, gazebo, awnings, shutters, gutters and downspouts, fireplace, chimney, solar panel, sky light, attic ventilator, outdoor lights, door, window and roof replacements and/or other such changes to the Living Unit; and***
  
- ***Any change to the Owner’s yard such as the addition, deletion or modification of a patio, deck, railing, driveway addition, permanent grill, fireplace or fire pit, trellis, arbor, pergola, sidewalk, pathway, garden, wall, tree, shrub, garden or other landscaping, “invisible dog security fence,” and/or a lawn sprinkler system.***

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### 2. ARCHITECTURAL CONTROL AND REVIEW

If an improvement project is approved by the DRC, the Owner must construct the project in accordance with the approval and in a timely fashion to minimize disruption to our neighborhood. If not approved, the Owner may discuss the project with the DRC and make modifications that may allow approval or discontinue the effort. If the Owner cannot come to agreement with the DRC and still wants to pursue the project, the Owner should contact the Manager and request an appeal hearing before the Board.

Completing an application for the DRC does not eliminate your obligation to obtain applicable building or other permit(s) required by the City of Broadview Heights and/or any other appropriate agency.

### 2.3 DRC Criteria

**2.3.1 Design Compatibility:** Design Compatibility requires that the proposed modification must be compatible with the architectural characteristics of the Barnsley Way design and neighborhood setting. For example, the architectural style, quality of workmanship, scale, use of color, materials, and design construction details must be similar to what has been used throughout our community.

**2.3.2 Location:** The proposed modification must not adversely affect our neighborhood. Such problems may arise with disruptions of the natural topography or the grade of the land that causes changes in the direction of storm water run-off.

**2.3.3 Scale:** The size of the proposed modification must be proportionate to the adjacent structures and surroundings.

**2.3.4 Workmanship:** Proposed modifications must be completed as specified, must be aesthetically acceptable, and require only normally expected maintenance. Should there be a question of workmanship; the applicant is responsible for any necessary corrections.

**2.3.5 Timing:** The proposed modification must be completed in a timely manner in order to minimize both safety hazards and the possibility that continued construction may become a nuisance to your Barnsley Way neighbors.

### 2.4 DRC Standards

The Board has developed “Standards” that designate criteria items as **inappropriate** for our community. As such, the installation/usage of any of the following is not permitted. **Owners are prohibited to:**

**2.4.1 Awnings (Front and/or Sides):** Install exterior awnings on the front and/or sides of their Living Unit.

**2.4.2 Backup Generator:** Install a backup generator.



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### **2. ARCHITECTURAL CONTROL AND REVIEW**

**2.4.3 Clotheslines:** Install clotheslines or any similar apparatus for the exterior drying of clothing and/or bedding.

**2.4.4 Compost Bins:** Install and/or use compost bins.

**2.4.5 Doghouses and Dog Runs:** Install or use exterior doghouses, kennels and/or dog runs/pens.

**2.4.6 Flagpoles:** Install a freestanding flagpole. (See Page 13 regarding flags.)

**2.4.7 Hot Tubs:** Install a hot tub on their property.

**2.4.8 Recreational Equipment:** Install any type of permanent and/or semi-permanent recreational equipment. This includes, but is not limited to, basketball boards/hoops, swing sets, play sets, sporting cages and goals, exercise equipment, trampolines, etc.

**2.4.9 Ponds:** Install a pond on their property.

**2.4.10 Security Bars:** Install any type of security bars or gratings on windows and/or doors.

**2.4.11 Sheds:** Install an exterior permanent or temporary shed or other such type building on their Sublot.

**2.4.12 Solar Panels:** Install any type of solar panels on roofs and/or in yards.

**2.4.13 Window HVAC Units:** Install a window HVAC unit.

### **2.5 DRC Guidelines**

What follows are “**Guidelines**” to assist in getting your project through the DRC approval process. Owners who are considering the installation of any of the below listed items should ensure that:

**2.5.1 Awnings / Sun Control Devices (Rear);** The awning must be in earth tone colored materials, the area covered must be contained within the boundary of the deck or patio on which it is located, and be closed when not in use.

**2.5.2 Decks and/or Patios;** A deck and/or patio are limited to the rear area of the Living Unit.

**2.5.3 Gardens;** A garden is limited to the rear area of the Living Unit and must minimize the visual impact of the garden for the neighborhood.

**2.5.4 HVAC Units;** An HVAC replacement unit must be located at the original location of the pad.

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**2. ARCHITECTURAL CONTROL AND REVIEW**

**2.5.5 Landscape Lighting;** Landscape and/or walkway lighting must be less than 18 inches in height.

**2.5.6 Lawn sprinkler systems;** The control box/panel for an underground lawn sprinkler system must be located on the side or rear of the Living Unit.

**2.5.7 Roofing Devices;** An attic ventilator or skylight window must be located in an inconspicuous location and must minimize the visual impact of the device for the neighborhood.

**2.5.8 Satellite Dishes;** Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Owner contemplating the installation of a satellite dish/antenna elsewhere on the property must obtain and comply with the Association Rules and must submit a drawing to the DRC indicating the proposed location, height and screening materials to be used. The cabling/wiring for the system must be concealed.

**2.5.9 Storm Doors;** A storm door must be only a “full-view or self-storing” storm door with a white frame.

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### 3. BARNLSLEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES

#### 3.1 Complaint Procedure

Complaints such as excessive noise (dogs barking), speeding through our neighborhood and illegal parking should be handled by a call to the Broadview Heights Police Department.

Policy and procedure cannot replace courtesy and the need to communicate with our neighbors and other Owners. The Declaration and Bylaws define the standard of living that Owners may expect from our community environment. These documents are designed to reasonably protect the rights of each Owner, but policy and procedure cannot replace common courtesy and the need to communicate with one another. Before filing a complaint about neighbors, consider having a personal discussion with them. Neighbors talking with one another, in a non-threatening way, can achieve results in a friendlier fashion. Discussions with your Board members are encouraged but remember they cannot individually resolve an issue; it must go through Manager.

If you feel that neighborly dialogue is not appropriate or was unsuccessful;

- Complaints alleged against anyone violating the Rules are to be made to the Manager in writing, utilizing the **Complaint Form** found in Appendix 4.
- If appropriate, written corroboration of any complaint should be obtained by the complainant from a third party or neighboring Owner and also supplied to the Manager.
- After receipt of the complaint, the Manager will contact the alleged violator in an effort to gain their agreement to remedy the violation.
- If efforts to gain compliance are unsuccessful, the Owner will be subject to enforcement assessments in accordance with the enforcement provisions contained in the **Enforcement Procedure (See 3.4.)**

#### 3.2 Contractor Program

The Association hires a number of service contractors throughout the year who perform specific tasks as outlined in their contractual agreements. This includes such routine and reasonable services as lawn mowing, snow plowing, lawn fertilization, and systems management of the stormwater detention basins.

Owners and Occupants must not give work instructions to any Association service contractors or their employees such as the landscaper or the snowplow worker. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractors are performing the work in accordance with their contractual agreements. If Owners believe that a service contractor is not performing work in a satisfactory manner they must contact the Manager for resolution.

Further, if Owners believe the service contractor has damaged their property, they must report the incident to the Manager and submit the **Damage by Contractor Form** found in Appendix 4 for resolution. Unless it poses an emergency situation, Owners should not correct the situation themselves, not report the incident or report it after it has been corrected. Unless the Manager is involved early in the situation, it will be difficult to assess the contractor’s performance and/or extent of the damages.

### 3. BARNLSLEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES

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### 3.3 Dog Program

Owners and Occupants who own dogs must ensure that they do not become a nuisance within our community. Accordingly:

- Dogs are prohibited to roam in the community,
- Dogs must be on a hand-held leash when being walked, and
- Dog walkers are responsible for the immediate and complete cleanup of their dog’s wastes. You must carry the necessary cleanup equipment when walking your dog and properly dispose of the waste at your Living Unit.

If you have an invisible security fence for your dog that was installed upon approval by the DRC you must ensure that:

- The unit is maintained and operated to keep the dog on your Sublot, and
- Dog wastes are cleaned up promptly. Picking up dog waste is not the job of the landscapers. It interferes with their work by soiling and hampering the proper operation of their equipment, and it creates a health hazard. The landscapers may withhold service to an Owner if dog wastes are present in the Owner’s Sublot.
- Repeated violations of any of these Rules may subject the owner to the removal of the dog from the Property if it is deemed to be creating a nuisance or unreasonable disturbance or annoyance.

### 3.4 Enforcement Procedure

Owners are responsible for any violation of the Declaration, Bylaws, or Rules (“Governing Documents”) whether the violation is created by themselves, their guests, or their Occupants, including tenants of their Living Unit. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

1. The Manager will contact the alleged responsible Owner and attempt to resolve the situation.
2. If unsuccessful at this attempt, written notice(s) will be served upon the alleged responsible Owner specifying:
  - If applicable and in the absence of any emergency involving an imminent risk of damage or harm to the 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
  - A description of the property damage or violation; and
  - The amount of the proposed charge (or if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
  - A statement that the Owner has a right to request a hearing before the Board to contest the proposed charge and/or enforcement assessment, and the procedures to do so.
3. To request a hearing, the Owner must mail or deliver a completed **Request for a Hearing Form** found in Appendix 4 to the Board in care of the Manager. The hearing request must be received by the board not later than 10 days after the Owner is notified of a violation.

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### **3. BARNLSLEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

#### **Enforcement Procedure (Continued)**

If an Owner timely requests a hearing, the Board will provide the Owner with a written notice that includes the date, time and location of the scheduled hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived and the charge for damages and/or enforcement assessment will be imposed immediately.

At the hearing the Board and alleged responsible Owner will have the right to present evidence. This hearing will be held in Executive Session and proof of the hearing, evidence or written notice to the Owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become part of the hearing minutes. The Owner will then receive written notice of the Board’s decision and any charges for damages or enforcement assessment imposed within 30 calendar days of the hearing.

4. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than 10 days.
5. 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 achieve compliance, including court costs and attorney fees, will be assessed to the account of the responsible Owner.

All costs for extra cleaning and/or repairs to the Common Elements or other property stemming from any violation will also be added to the responsible Owner's account.

In addition to any other action and if applicable, the Board MAY;

- Levy an assessment for actual damages, and/or
- Levy a reasonable enforcement assessment per occurrence, and/or
- If the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

#### **3.5 Exterior Decorations**

Owners who elect to display exterior decorative objects such as sculptures, figurines, fountains, etc. must consider the location, color, design, material, size and scale of the objects.

#### **3.6 Flags**

Display of a seasonal, decorative, state or national flag must be in good condition. The flag must be attached at an incline to the wall or column of the Living Unit and the size is limited to no more than 3 feet by 5 feet.

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### **3. BARNLSLEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

#### **3.7 House Numbers**

Owners are prohibited to remove/replace their originally installed house numbers in that these provide visual continuity to police, fire/rescue and delivery personnel within our community.

#### **3.8 Landscape Beds Program**

The Association provides for reasonable upkeep and maintenance of the landscape beds originally installed and/or subsequently approved by the DRC throughout the community. A service contractor will be retained on an annual basis to provide for the routine upkeep of the beds, including weed control, dead item replacements and edging of the beds throughout the year.

The contractor will prune and reasonably maintain the shrubs and perennials, and trim any trees within the beds to preserve the natural character and in a manner appropriate for each plant. The contractor will also provide spring and fall cleanups of the beds and replace any dead items with a similar species. The Board will determine on an annual basis whether mulch will be added to the landscape beds.

#### **3.9 Lawn Maintenance Program**

The Association provides for reasonable upkeep and maintenance of the lawns throughout the community. A service contractor is retained on an annual basis to provide for routine upkeep of the lawns including cutting, trimming and edging of the lawns throughout the year. The contractor will also provide spring and fall cleanups of the lawns.

Another service contractor is responsible for the reasonable weed and insect control and fertilization of the lawns. The contractor will apply treatments periodically throughout the growing season.

#### **3.10 Lease of a Living Unit**

Owners have the right to lease their Living Units;

- Except that no Living Unit is to be leased or subleased for less than 6 months.
- The lease must be in writing and contain a clause making it subject to the terms of the Declaration, Bylaws, and Rules and that failure of a lessee to comply shall mean default under the lease or sublease.
- Owners are responsible for notifying the Association when they arrange to lease their Living Units. Within 5 days of making arrangements to lease, the Owner must provide the Manager with pertinent leasing information utilizing the **Tenant Information Form** found in Appendix 4.
- Owners are responsible for providing the new Occupant with copies of the current Declaration, Bylaws and “The Barnsley Way” Handbook. If the Owner does not have current copies of these documents, they can obtain them from the Management Company for a copy fee.
- Owners are responsible for all tenant violations of the Declaration, Bylaws, and Rules and the cost to repair any damages to the Common Elements and/or property resulting from the tenancy or actions of the tenant and/or tenant's guests. The Association has the right to require the Owner to provide an appropriate security deposit for repairs and to assure compliance with the Declaration, Bylaws, and Rules.

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### **3. BARNSELEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

#### **3.11 MacIntosh Farms Community Association Inc. (Master)**

The MacIntosh Farms community is governed by The MacIntosh Farms Community Association Inc., a Non-Profit Ohio Corporation controlled by ORC Chapter 5312 Ohio Planned Community Law as well as the original and subsequently recorded Declaration, Bylaws and Handbook. The Master is comprised of five board members who serve as volunteers from the different communities and are elected by each sub-association to represent them and manage the affairs of the Association. All residents of MacIntosh Farms belong to the Master whose purpose is to maintain, protect and enhance the common areas and overall interests of the MacIntosh Farms Community.

Electoral districts within MacIntosh Farms includes MacIntosh Condominium Associations 1, 2 & 3, Villas at MacIntosh Farms Cluster Association, Villas of MacIntosh Farms Condominium Association, Barnsley Way Homeowners Association and Single Family Homes. The Master owns and provides for the reasonable maintenance and administration of all the common property of MacIntosh Farms. The Common Elements include ponds, sidewalks and walking trails, swimming pools, a tennis court, a basketball court, a playground, a pavilion, a party/meeting facility, fences and entrances.

The Master is also responsible for the enforcement of the Master Declaration and Bylaws. The Master has also written a handbook to provide a user friendly synopsis of their rules. It can be found at the website, <http://www.macintoshfarms.com> and should be consulted for items such as renting the clubhouse and pool information and passes. Owners in Barnsley Way are subject to Master requirements.

#### **3.12 Mailboxes and Posts**

The Association provides for reasonable upkeep and maintenance of the mailboxes and posts throughout the community. Owners whose mailboxes are damaged or destroyed are advised to contact the Management Company for repair/replacement. The replacement unit will be purchased and installed at the expense of the Association unless the party who damaged the unit can be identified. No other items, such as a newspaper box/tube, may be placed on mailbox posts.

Although the City of Broadview Heights has a process for replacing a mailbox destroyed by a city snowplow, please do not pursue that approach since the City would replace the mailbox with a standard rural unit and a 4x4 wooden post.

# **“The Barnsley Way” Handbook**

## **Barnsley Way Homeowners Association, Inc.**

### **3. BARNSELEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

#### **3.13 Monthly Fees, Cost of Collection and Lien Procedure**

Owners must pay their fees and assessments on a timely basis.

- Maintenance fees and assessments are due on the 1<sup>st</sup> day of the month. Maintenance fees must be either mailed to the Manager payable to the Association or paid through a periodic auto-debit transaction setup.
- Payments received after the 10<sup>th</sup> of the month will be considered overdue. An administrative charge of \$15.00 per month shall be incurred for any late payment and on any unpaid balance. The amount of these fees is subject to adjustment.
- Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of the delinquent maintenance fees, enforcement assessments or special assessments will be added to the amount owed by the delinquent Owner.
- Past due maintenance fees may result in a lien and foreclosure proceedings to be filed against the Living Unit.
- 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, the Association may, but will not be obligated to, undertake such performance or cure such violation and will charge and collect from said Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount will be deemed to be an additional assessment and will 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.

#### **3.14 Recreational Equipment (Portable)**

Owners may utilize portable playhouses, inflatable jump houses, pools, etc. if the temporary equipment is removed and stored at the end of the day.

A portable basketball unit may be left in the driveway only between May 01 and October 31 of any year so as to not interfere with the snow removal contractor activities.

#### **3.15 Routine Maintenance and Replacements**

Exterior painting maintenance must maintain the same color as the original construction. The white paint used by the builder for the exterior trim including entrances, doors and garage door frames, etc. is Sherwin-Williams Super Paint. It is an exterior acrylic latex paint in a satin finish and the untinted color is “Super White” code A89 W 116.

As the doors, windows, exterior light fixtures, garage doors and roofs may eventually need to be replaced, Owners must match these as closely as possible to the original materials. The builder uses GAF Timberline HD in the Weathered Wood color.

#### **3.16 Sale of Goods: Garage, House, Estate and/or Moving Sales**

Garage, house, moving and estate sales are prohibited.



# “The Barnsley Way” Handbook

## Barnsley Way Homeowners Association, Inc.

### 3. BARNSELEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES

#### 3.17 Sale of a Living Unit

Owners are responsible for;

- Providing the new Owner with copies of the current Declaration, Bylaws and “The Barnsley Way” Handbook. If the Owner does not have current copies of these documents, they can be obtained from the Management Company for a copy fee.
- Notify the Association when the Living Unit is sold. Within 5 days of selling, the Owner must provide the Manager with pertinent transfer information utilizing the **Property Transfer Form**.
- Requesting a **Certificate of Compliance** for the property from the Association. The certificate will state that there are no violations of the Declaration, Bylaws and/or Rules or any unpaid assessments, and the current amount of monthly assessments for the Living Unit.
- The new Owner must agree to the Declaration, Bylaws and Rules and assume their proportionate share of the Association’s assessments as outlined in the Declaration. The Receipt of **Declaration Acknowledgement Form** must be signed, witnessed and notarized.
- The forms described above can be found in Appendix 4 of this handbook. Functional equivalents may be used.

#### 3.18 Seasonal Decorations

Owners who use seasonal decorations must ensure that these do not detract from the appearance of our community and that they are set up and removed within the “spirit” of that particular seasonal/holiday period.

#### 3.19 Signage

**Real estate signs:** (Offering the property for sale) One sign may be displayed in any window of the house, not in the yard. Open house signs and arrows may be used during the actual open house period and must be removed after the daily event;

**Security and/or invisible fence signs;** Any yard sign must be less than 12 inches; and

**Political signs, commercial contractor signs, and rental or leasing availability signs** are not permitted within the community.

#### 3.20 Snowplowing Program

- The Association provides for the reasonable removal of snow from the Association roads and driveways. A service contractor is retained on an annual basis to provide for the removal of snow.
- The contractor will remove snow when snowfall accumulation exceeds 2 inches in our community or when required due to extreme or hazardous conditions. Under normal conditions, the contractor will plow by 7AM for snow accumulated during the night and by 5PM for snow accumulated during the day.
- In extreme weather, salting of the Association roads may be necessary to provide safe access for Owners. Individual Living Unit driveways are not salted by the contractor.
- 

#### 3.21 Solicitation Procedure

The Association follows the “door to door” solicitation procedure of the City of Broadview Heights. You can review the procedure at the City’s website or contact City Hall for more information.

# **“The Barnsley Way” Handbook**

## **Barnsley Way Homeowners Association, Inc.**

### **3. BARNLSLEY WAY POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

#### **3.22 Stormwater Management Program**

The Association provides for the reasonable upkeep and maintenance of the drainage system throughout the community. The infrastructure includes drainage culverts and four detention basins. The City of Broadview Heights and the Cuyahoga Soil and Water Conservation District inspect the four basins on a periodic basis and make recommendations for their functionality and maintenance. A service contractor(s) is retained as necessary to provide for the reasonable and routine upkeep of this infrastructure. Their tasks include such items as cleaning/maintaining the inlet and discharge structures and equipment, and resolving agency concerns.

#### **3.23 Street Lights**

Streetlights are the responsibility of The Illuminating Company. If a streetlight is out, either call or report it through the company’s website. If it is an emergency situation such as broken glass, danger of the fixture falling, exposed wires, or a damaged pole, The Illuminating Company asks that you DO NOT complete the online report form but instead call the company’s contact center immediately. Currently that number is 1-800-589-3101.

#### **Tree Maintenance Program**

- The Association provides the reasonable upkeep and maintenance of the trees within the landscape beds throughout the community. A service contractor is retained as necessary to provide for the routine upkeep of the trees.
- The parcels along the outer perimeter of the Barnsley Way development or the wooded parcels with wetland easements that have trees in these back yards are the responsibility of the individual Owners. They must reasonably maintain them and ensure that the trees do not create any hazards from dead and/or falling limbs.

#### **3.25 Utilities and Service Lines**

Owners are responsible for the maintenance and repair of any of the Living Unit’s incoming utility service lines and sanitary and storm sewer connections. If a service line is repaired/replaced, the Owner is responsible for the repair of the lawn and landscaping that was disrupted by that repair. Any utility related problems should be reported directly to the utility service provider.

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**Barnsley Way Homeowners Association, Inc.**

**4. APPENDIX**

**“The Barnsley Way” Handbook**  
**Barnsley Way Homeowners Association, Inc.**

<b>DESIGN REVIEW APPLICATION FORM</b>		
<b>Owner’s Name(s):</b>		
<b>Property Address:</b>		
<b>Phone Number(s):</b> (Where reachable during the day)		<b>Alternate:</b>
<b>Estimated Time Period:</b>	<b>Start Date:</b>	<b>Completion Date:</b>
<b>Description of Proposed Alteration/Modification:</b>		
<p>Where applicable, applications should reference and/or include;</p> <ul style="list-style-type: none"> <li>➤ Site plans drawn to scale, showing location, dimensions and orientation with respect to property lines,</li> <li>➤ Architectural drawings,</li> <li>➤ Landscape plans, and</li> <li>➤ Material(s) description, including samples, product brochures, colors, etc.</li> </ul> <p>Please send this form and any supporting documentation and materials to the manager listed at the front of this appendix. An email application is acceptable if all pertinent and necessary information can be transmitted.</p>		
<p>I understand and agree that no construction or exterior alteration may commence until I have received written approval from the Design Review Committee. If alterations are made prior to notification of a decision, I may be required to return my Sublot or Living Unit or both to its former condition at my own expense and I may also be responsible for any legal expenses incurred by the Barnsley Way Homeowners Association.</p>		
<b>Owner’s Signature:</b>		
<b>Date:</b>		

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<b>COMPLAINT FORM</b> <b>THIS FORM MUST BE SIGNED</b>		
<b>Nature of Complaint:</b>		
<b>Living Unit Address:</b>		
<b>Number of Occurrences:</b>		
<b>Date(s) of Violation:</b>		
<b>Time(s) of Violation:</b>		
<b>Name(s) of Third Party:</b>		
<b>Name of Offender (if Known):</b>		
<b>Details of Violation (Please be Specific):</b>		
<b>Was Any Attempt Made to Resolve This Problem?</b>	<b>Yes</b>	<b>No</b>
<b>If “Yes”, What Were The Results?</b>		
<b>Name (Please Print):</b>		
<b>Signature:</b>		
<b>Date:</b>		
<b>Phone Number:</b>		
<b>Received by Community Association Manager:</b>		
<b>Date:</b>		
<b>Name:</b>		
<b>Disposition:</b>		

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<b>DAMAGE BY CONTRACTOR FORM</b> <b>THIS FORM MUST BE SIGNED</b>	
<b>Living Unit Address:</b>	
<b>Contractor Involved:</b>	
<b>Date(s) of Damage:</b>	
<b>Details of Damage</b> <b>(Please be Specific):</b>	
<b>Name (Please Print):</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Phone Number:</b>	
<b>Received by Community Association Manager:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Disposition:</b>	

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**REQUEST FOR A HEARING FORM**

To request an enforcement hearing, (see Enforcement Procedure, pages 12 & 13 of 27) this completed form must be received by the management company within 10 days of the notice of violation and enforcement assessment or charge for damages. The form must be signed by the person(s) named as Owner(s) in the accompanying correspondence. If the signed, completed form is not received within ten days, the right to a hearing before the Board is waived and the Board may proceed with the enforcement assessment.

I, \_\_\_\_\_, request a hearing before the Barnsley Way Homeowners Association Board of Directors. I understand that the hearing may take place at the next scheduled Board meeting, or at another time. I also understand that I will be notified of the hearing date at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because:

<b>Name (Please Print):</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	

**Received by Community Association Manager:**

<b>Date:</b>	
<b>Name:</b>	
<b>Disposition:</b>	

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**TENANT INFORMATION FORM**

**Owner:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Date of Possession:** \_\_\_\_\_ **Term of Lease:** \_\_\_\_\_

**Tenant:** \_\_\_\_\_ **Co-Tenant:** \_\_\_\_\_  
(If Any)

**Name(s) of Other(s)**  
**Living in House :** \_\_\_\_\_

**Tenant’s Home Phone Number:** \_\_\_\_\_

**Tenant’s Employer:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Employer’s Address:** \_\_\_\_\_

**Co-Tenant’s Employer:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Employer’s Address:** \_\_\_\_\_

**Tenant’s Pets (describe briefly):** \_\_\_\_\_

\_\_\_\_\_  
**Auto No. 1 (Make / Model):** \_\_\_\_\_ **License Number:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Color:** \_\_\_\_\_

\_\_\_\_\_  
**Auto No. 2 (Make / Model):** \_\_\_\_\_ **License Number:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Color:** \_\_\_\_\_

I / (we) acknowledge receipt of the current versions of the Barnsley Way Declaration, Bylaws and “The Barnsley Way” Handbook, and the Living Unit’s pool pass. I / (we) agree to abide by their stated information, rules and guidelines.

\_\_\_\_\_  
**Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Co-Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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**PROPERTY TRANSFER FORM**

**Seller:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_ **Co-Buyer:** \_\_\_\_\_  
(If Any)

**Buyer will:**     **Live in Home**                       **Lease/Rent Home**

\_\_\_\_\_  
**Buyer’s Current Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

\_\_\_\_\_  
**Buyer’s Employer:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

\_\_\_\_\_  
**Co-Buyer’s Current Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

\_\_\_\_\_  
**Co-Buyer’s Employer:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

\_\_\_\_\_  
**Auto No. 1 (Make / Model):** \_\_\_\_\_ **License Number:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Color:** \_\_\_\_\_

\_\_\_\_\_  
**Auto No. 2 (Make / Model):** \_\_\_\_\_ **License Number:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Buyer’s Pets (describe briefly):** \_\_\_\_\_

\_\_\_\_\_  
**Purchase Price:** \_\_\_\_\_ **Expected Transfer Date:** \_\_\_\_\_

\_\_\_\_\_  
**Title Company:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

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**CERTIFICATE OF COMPLIANCE FORM**  
**EXHIBIT “C”**

CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS  
 WITH RESPECT TO THE RESALE OF A LIVING UNIT  
 IN BARNESLEY WAY, A CLUSTER DEVELOPMENT,  
 BROADVIEW HEIGHTS, OHIO

Barnsley Way Homeowners Association, Inc., a non-profit Ohio corporation ("Association"), created to govern, operate, control and administer the "Areas of Common Responsibility" for Barnsley Way, a Cluster Development, Broadview Heights, Ohio ("Barnsley Way") and to supervise and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for Barnsley Way ("Declaration") hereby certifies as follows:

1. The Association has received notice of a proposed sale of a Living Unit located at:

\_\_\_\_\_   
 Broadview Heights, Ohio 44147

2. The Owner(s) of the Living Unit (is) (are):

\_\_\_\_\_

3. The proposed purchaser of the Living Unit is:

\_\_\_\_\_

4. The current annual assessment attributable to the Living Unit is:

\_\_\_\_\_

5. The assessments are payable at the rate of \$\_\_\_\_\_ per month; said assessments being payable through\_\_\_\_\_.

6. The Association has no record of a violation of the Covenants and Restrictions contained in the Declaration, except as noted below: (If none, write “None”).

7. A fee of \$50.00 is payable to the Association upon the issuance of this Certificate in accordance with the terms of the Declaration. This Certificate of Compliance is being issued pursuant to Section 7.24 of the Declaration.

**BARNESLEY WAY HOMEOWNERS ASSOCIATION, INC.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**DECLARATION ACKNOWLEDGEMENT FORM**

**PROPERTY:** \_\_\_\_\_

Buyer acknowledges the receipt of the Declaration of Covenants and Restrictions for Barnsley Way Homeowners Association, Bylaws and The Barnsley Way Handbook.\* Buyer acknowledges that in addition to the purchase price of the Living Unit, the buyer will be liable for the proportionate share of the Association's assessments as outlined in the Declaration.

\*If seller does not transfer their copies of the Declaration, Bylaws and The Barnsley Way Handbook, they are available from the management company for a copy fee.

Buyer acknowledges that the Association is established for the purpose of operating and maintaining the Common Elements of the Association. Each Owner is a member of the Association and is subject to the Declaration, Bylaws and Handbook. Each Living Unit has one vote. The affairs of the Association are conducted by a Board of Directors as provided for in the Declaration and Bylaws.

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**WITNESS**

Sworn to and subscribed in my presence, this \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public**