

# **The MacIntosh Farms Handbook**



**MacIntosh Farms Community Association, Inc.**  
**The MacIntosh Farms Handbook**

## Welcome to MacIntosh Farms!

The Board of Directors for the MacIntosh Farms Community Association Inc. is pleased and proud to present to the Owners in MacIntosh Farms the attached document titled “The MacIntosh Farms Handbook.” This Handbook replaces the previous version issued May 01, 2017. Please discard that document and utilize this Handbook instead. The revisions include upgrades to our recreational programs.

Our objective is to reasonably maintain Macintosh Farms as a very nice place to live. In order to accomplish this, we created this Handbook to highlight certain rules and regulations that specifically pertain to living within MacIntosh Farms. Please note that this Handbook functions in conjunction with “The MacIntosh Farms Design Review Manual.” The Design Review Manual highlights certain rules and regulations that specifically pertain to modifying your Dwelling Unit and/or Parcel within MacIntosh Farms. These are common sense rules and regulations that take into consideration the reasonable health, safety and comfort of all Owners and Occupants. The Board is authorized to adopt and enforce these rules and regulations pursuant to Article VI of the recorded Declaration. We hope you will find them reasonable and will cooperate by upholding them.

The Board has hired an Association Manager to handle the day-to-day operations of the Property. We ask you look at the website, [www.MacIntoshFarms.com](http://www.MacIntoshFarms.com) for their current information. The Association Manager's job includes; handling accounts receivable and payable, soliciting bids and overseeing the work performed by the various contractors hired by the Board.

We ask you to keep this Handbook handy and to refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact the Association Manager. Additional information is also contained in the Master Declaration and Bylaws as recorded in the Cuyahoga County Records at Volume 86-4890., Page 60 et seq. This Handbook has been developed to give Owners a practical overview of the Declaration and Bylaws. It is intended to supplement, not replace them; therefore, if there should be an inadvertent discrepancy between what is expressed in this Handbook and the recorded documents, the Declaration and/or Bylaws will govern.

Before moving into MacIntosh Farms, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at a cost from the County Recorder or the Association Manager or downloaded free from the above referenced website. Respectfully,

The Board of Directors  
MacIntosh Farms Community Association, Inc.

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**1.0 THE MACINTOSH FARMS COMMUNITY**

**1.1 Welcome & Introduction**

MacIntosh Farms is a Planned Residential Community that was established on August 06, 1986. Situated near the summit of Cuyahoga County on over 380 acres in Broadview Heights, it consists of a single family home community comprised of 218 Dwelling Units. There are two cluster home communities; “The Villas at MacIntosh Farms” and “Barnsley Way.” In addition, there are four condominium communities; “MacIntosh Farms Condominium No. 1,” “MacIntosh Farms Condominium No. 2,” “MacIntosh Farms Condominium No. 3,” and “The Villas of MacIntosh Farms.” In total, there are 934 living units within the MacIntosh Farms community.

Built into the rolling countryside of southern Cuyahoga County, MacIntosh Farms offers Occupants a variety of amenities. There are 3 large swimming pools located throughout the community. Occupants are issued pool passes and can enjoy any of the pools, including one with a lap pool area. Each pool area is unique, there is a pavilion at one, a recreational area at another and a tennis, pickleball and basketball court at another. The community center is the “Red Barn” located near a pool. The barn is available on a “first come, first served basis” for rental to adult Occupants for private parties and gatherings. An adult Occupant is defined as anyone 18 years of age or older. Throughout the community there are paved walking paths, numerous tree plantings and landscape beds.

The community is governed by The MacIntosh Farms Community Association Inc., a non-profit Ohio Corporation, ORC Chapter 5312 Ohio Planned Community Act as well as the original and subsequently amended Declaration, Bylaws and Handbook. The Master Association is responsible for the enforcement of these documents. All Occupants belong to the Master Association whose purpose is to reasonably maintain, protect and enhance the common elements and overall interests of the MacIntosh Farms Community.

The common elements within MacIntosh Farms consist of numerous parcels including the 3 main entrances to Broadview Road, 3 swimming pools and recreational areas, the Red Barn community building, the storm water retention/detention basins, the fencing along MacIntosh Lane and the paved walking paths throughout the Property. To ensure visual continuity throughout the community, the Master Association is also responsible for the numerous internal street entrances including the columns, signs, landscaping and lighting components.

The objective of the Master Association is to effectively and reasonably manage the affairs of MacIntosh Farms 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 MacIntosh Farms 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 all Occupants and guests.

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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 the Association Manager. We may periodically revise this Handbook to reflect current conditions within the community.

MacIntosh Farms maintains a website – [www.MacIntoshFarms.com](http://www.MacIntoshFarms.com) – which contains a wealth of information about the community. It has a “Public” side where anyone can review general information about MacIntosh Farms including the various Declarations, Bylaws and Handbooks of the Master Association as well as all the sub-associations.

Owners can log into the “Private” side of the website and find additional information about their particular community including such items as; annual meeting minutes, reserve studies, financial reviews and audits and Board of Director meeting minutes.

Owners planning to sell their Dwelling Unit should provide this Handbook and the DRC Manual to the buyer and real estate agent with whom they list their Dwelling Unit and acquaint them with the various conditions of living in our deed restricted community. They should also make sure that the Association Manager is notified in advance of any sale in order to avoid possible additional costs and legal complications.

**1.2 The MacIntosh Farms Community**

**1.2.1 The Single Family Homes Community** in MacIntosh Farms consists of 218 Dwelling Units and is located within Ward 4A of the City of Broadview Heights where Occupants utilize City services such as the police, fire and service departments. There is no sub-association for these Owners; they are subject only to the Master’s rules and regulations.

The streets within MacIntosh Farms that have the single family Dwelling Units are duly dedicated public streets and are maintained and serviced by the City of Broadview Heights. They are Arlet Court, Baldwin Court, Fireside Trail, Honey Gold, Lavender Lane, McClaren Lane, Newton Pass and Orchard Lane. In addition, the main thoroughfare MacIntosh Lane is a duly dedicated public street that is also maintained and serviced by the City.

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**1.2.2 The Villas at MacIntosh Farms Community** consists of 252 cluster Dwelling Units and is located within Wards 4A and 4D of the City of Broadview Heights where Occupants utilize City services such as the police, fire and service departments. This sub-association is one of two homeowner/cluster associations within the framework of the Master Association and subject to the Master's rules and regulations as well as the sub-association's rules and regulations.

The streets within The Villas at MacIntosh Farms are duly dedicated public streets and are maintained and serviced by the City. They are Apple Valley Court, Cloverberry Court, Fieldstone Court, Golden Lane, Honeysuckle Lane, Mayapple Place, Pippin Circle, Rome Circle, Starr Circle, Sunflower Oval, Thistle Court, Wildflower Way and Winesap Drive.

**1.2.3 The Barnsley Way Community** consists of 105 cluster Dwelling Units and is located within Ward 4A of the City of Broadview Heights where Occupants utilize City services such as the police, fire and service departments. This sub-association is one of two homeowner/cluster associations within the framework of the Master Association and subject to the Master's rules and regulations as well as the sub-association's rules and regulations.

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

**1.2.4 The MacIntosh Farms Condominium No. 1 Community** consists of 213 condominium Dwelling Units and is located within Ward 4D of the City of Broadview Heights where Occupants utilize City services such as the police, fire and service departments. This sub-association is one of four condominium associations within the framework of the Master Association and is subject to the Master's rules and regulations as well as the sub-association's rules and regulations.

The streets and roadways within MacIntosh Farms Condominium No. 1 are private (Association Roads) and are owned, maintained and serviced by the sub-association. The Association Roads are Buckboard Lane, Candlewick Lane, Chapman Way, Chestnut Knoll, Cortland Lane, Johnathan's Trace, Mallard Pond, Old Mill Path, Peppercorn Lane, Peppercorn Court, Peppercorn Terrace, Spillgate Trace, Willow Bend, Windmill Lane, Windrow Lane and Valley View.

**1.2.5 The MacIntosh Farms Condominium No. 2 Community** consists of 72 condominium Dwelling Units and is located within Ward 4D of the City of Broadview Heights where Occupants utilize City services such as the police, fire and service departments. This sub-association is one of four condominium associations within the framework of the Master Association and is subject to the Master's rules and regulations as well as the sub-association's rules and regulations.

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The streets within MacIntosh Farms Condominium No.2 are duly dedicated public streets and are maintained and serviced by the City. They are; Cortland Lane, Deerhaven, Foxglove, Hickory, Tanhollow and Weatherwood.

**1.2.6 The MacIntosh Farms Condominium No. 3 Community** consists of 43 condominium Dwelling Units and is located within Ward 4D of the City of Broadview Heights where Occupants utilize City services such as the police, fire and service departments. This sub-association is one of four condominium associations within the framework of the Master Association and is subject to the Master’s rules and regulations as well as the sub-association’s rules and regulations.

The streets within MacIntosh Farms Condominium No. 3 are duly dedicated public streets and are maintained and serviced by the City. They are Bellfield Lane and Brighton Way.

**1.2.7 The Villas of MacIntosh Farms Condominium Community** consists of 32 condominium Dwelling Units and is located within Ward 4D of the City of Broadview Heights where Occupants utilize City services such as the police, fire and service departments. This sub-association is one of four condominium associations within the framework of the Master Association and is subject to the Master’s rules and regulations as well as the sub-association’s rules and regulations.

Hampton Run within The Villas of MacIntosh Farms Condominium is a duly dedicated public street and is maintained and serviced by the City.

**1.3 Master Association Powers, Duties and Responsibilities**

The Master Association is a not-for-profit corporation that is governed by the “Ohio Planned Community Act” (ORC 5312) and the recorded and amended 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 Master Association on behalf of all Owners.

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, secretary, and member-at-large each holding a staggered three-year term.



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**1.4 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,
- Maintaining insurance coverage for Master Association Property, (Only the Board may submit claims against the Master Association's insurance policy.)
- Selecting contractors to perform the myriad of required duties of the Master Association,
- Enforcing the Declaration, Bylaws, and Rules.

The Board will prepare an annual budget in which will establish the contribution of each Owner to the common expenses. The Board will maintain a reserve fund for contingencies and replacements. The Board approves the final budget for the following year in November or December.

Typically, the Board holds an annual meeting in February. At that meeting, reports of the past year's financial condition is given, as well as a review of the new year's approved budget and a summary of the work accomplished. The meeting also provides for the election of new board members for any terms that have expired.

There are multiple Board meetings held throughout the year where routine Master Association business is conducted. In addition, there is an annual drive/walk-around of MacIntosh Farms in the late Spring by the Board members and Association Manager to assess current conditions of the community and plan for continual infrastructure improvements for the good and welfare of the community as authorized in the Declaration.

Owners are welcome to attend any Board meeting, except executive sessions, and may address the Board on specific issues during an "Owner's Forum" 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 Association 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 Master Association related matters outside of Board meetings. Board members are not individually responsible for resolving Master Association matters and can decide only on issues brought to their attention during the Board meetings. Generally, all communications should be directed through the Association Manager to assure that your concerns and questions are properly addressed and answered. An exception is that you should contact a Board member concerning problems that you may have with the Association Manager.

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**1.5 Association Manager’s Responsibilities**

The Board of Directors, on behalf of the Master Association, has contracted the services of an Association Manager to conduct the day-to-day management activities and operations of MacIntosh Farms under the direction of the Board. The Association Manager generally and reasonably performs a variety of duties including, but not limited to;

- Maintaining records relating to Master Association Owner membership, administration, correspondence and business matters with Owners, Occupants and sales agents,
- Managing the work of service contractors retained by the Master Association 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,
- Maintaining pertinent information on the Master Association website, [www.MacIntoshFarms.com](http://www.MacIntoshFarms.com),
- 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.

**1.6 Owner Responsibilities**

Owners and/or Associations are responsible to abide by the governing documents including all the Covenants and Restrictions in the Master Declaration.

Owners and/or Associations must reasonably maintain their Dwelling Units in a clean, safe condition and in good order and repair by providing proper maintenance, repair, and replacement of the Dwelling Units, as required by their respective association declarations.

Owners and/or Associations must reasonably maintain their Parcels and are responsible for the mowing, seeding and weeding of lawns/yards and the pruning and trimming of trees and shrubbery consistent with reasonable property management as required by their respective association declarations.

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**2.0 POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

**2.1 Commercial/Professional Use of Dwelling Unit**

Industry, business, trade or full-time occupation or profession of any kind, commercial, or educational is prohibited to be conducted, maintained or permitted on any part of the Property.

An Occupant may use a portion of their Dwelling Unit for an office or studio, provided that the activities do not interfere with the quiet enjoyment or comfort of any other Occupant or result in the Dwelling Unit becoming principally an office, school or studio.

**2.2 Community Center (Red Barn)**

The Master Association operates and maintains a Community Center (Red Barn) for the usage and enjoyment of Occupants. As a condition of timely payment of the Master Association monthly assessments, the barn is available on a “first come, first served basis” for rental to adult Occupants, anyone 18 years of age or older, for private parties and gatherings.

The Red Barn, located at 1500 MacIntosh Lane, has a capacity to hold 60 people and can be reserved on a daily basis for personal use only. Gatherings are prohibited if they involve any personal gain or any collection or donation of funds or materials for any person, group or organization (including commercial, charitable and political organizations.)

Owner/Tenants must respect the “quiet enjoyment” of nearby Owners/Occupants when conducting their private party or gathering; loud noises or other nuisances are prohibited. Activities are to be confined to the proximity of the Red Barn and rental does not include use of the pool or tennis & pickleball court.

The facilities at the Red Barn include numerous tables and chairs. There is a small kitchenette complete with a full size refrigerator and microwave. There is a gas logged fireplace, a loft area and restrooms. Pictures of the barn’s facilities are located in the “Photo Gallery” of the Master Association website.

Rental availability of the Red Barn can be viewed from the website calendar at, [www.MacIntoshFarms.com](http://www.MacIntoshFarms.com) and the rental process can be initiated either through the website or by contacting the Association Manager. There is a nominal rental fee and a security deposit is also collected to ensure the facility is cleaned up after the event since clean-up costs are not included in the rental fee. If the facility is left in satisfactory condition, the security deposit will be returned to the renter.

The above summarizes the rental usage of the Red Barn. Occupants who wish to pursue the rental of the facility will receive detailed information including the “Rental Agreement” and the “Clean-up Checklist” from the Association Manager.

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**2.0 POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

**2.3 Complaint Procedure**

Complaints such as excessive noise (dogs barking), speeding through the neighborhood and illegal parking should be reported 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 the Association 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 Association 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 Association Manager.
- After receipt of the complaint, the Association 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 may be subject to enforcement assessments in accordance with the enforcement provisions contained in the **Enforcement/Hearing Procedure (See 2.6.)**

**2.4 Contractor Program**

The Master 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 legal guidance, lawn maintenance, irrigation maintenance, building and pool maintenance, snow plowing, lawn fertilization, and systems management of the stormwater retention/detention basins.

Owners and Occupants must not give work instructions to any Master 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 an Owner believes that a service contractor is not performing work in a satisfactory manner or would like to have work evaluated, they must contact the Association Manager for resolution or discussion.

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If an Owner believes the service contractor has damaged their property, they must report the incident to the Association 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 or report it after it has been corrected. Unless the Association Manager is involved early in the situation, it will be difficult to assess the contractor's performance and/or extent of the damages.

**2.5 Design Review Program**

Owners who are considering making changes to the exteriors of their Dwelling Units or Parcels must consult The MacIntosh Farms Design Review Manual. This manual will help them get through the process of making architectural changes in MacIntosh Farms which is a deed restricted community.

**2.6 Enforcement/Hearing Procedure**

Owners are responsible for any violation of the Declaration, Bylaws, or Rules whether the violation is created by themselves, their guests, or their Occupants, including Tenants of their Dwelling Unit.

If an alleged violation is brought to the attention of the Board, they will direct the Association Manager to contact the responsible Owner and attempt to resolve the situation.

If the Association Manager is unsuccessful in bringing the situation to proper resolution, the Board may initiate enforcement actions to resolve the violation utilizing Article III, Section 24 of the Master Association Bylaws.

**2.7 Landscape Beds Program**

The Master Association provides for reasonable upkeep and maintenance of the landscape beds installed throughout the common elements. Service contractor(s) will be retained on an annual basis to provide, throughout the year, the routine upkeep of the beds, including weed control, dead item replacements and edging of the beds.

The contractor(s) 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.

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**2.0 POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

**2.8 Lawn Maintenance Program**

The Master Association provides for reasonable upkeep and maintenance of the lawns installed throughout the common elements. Service contractor(s) are 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(s) will also provide spring and fall cleanups of the lawns. They are responsible for the reasonable weed and insect control and fertilization of the lawns and will apply treatments periodically throughout the seasons.

**2.9 Lease of a Dwelling Unit**

Owners are advised that the right to lease their Dwelling Unit is governed by their respective association Declaration, and should contact the appropriate management company for additional information.

**2.10 Monthly Fees and Collection Policy**

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

- All assessments, including maintenance fees and are due on the 1<sup>st</sup> day of the month and are considered late if not received by the 20<sup>th</sup> of the month. Maintenance fees must be either mailed to the Association Manager payable to the Master Association or paid through a periodic auto-debit transaction setup.
- An administrative late charge of \$10.00 per month will be added for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.)
- Any payments made will be applied in the following order:
  1. Interest and administrative late fees owed to the Master Association;
  2. Collection costs, including attorney's fees the Master Association incurs; and
  3. Principal amounts owed on the account for common expenses and assessments.
- Any past due assessments may cause a lien, a suit for money judgement, and foreclosure to be filed against the Parcel. Once judgement is obtained, the Master Association may proceed to post-judgement actions, such as bank attachment and wage garnishment.
- Any costs including attorneys' fees, recording costs, title reports and court costs, the Master Association incurs in the collection of delinquent assessments will be added to the amount owed by the delinquent Owner.

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- If any Owner (either by their conduct or by the conduct of any Occupant) fails to perform any act that they are requested to perform by the Declaration, Bylaws or the Rules and Regulations, the Master 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, the Master Association incurs. Any such amount will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge to the Owner, and the Master 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.
  
- If any Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the privileges of the Owner to vote and/or deactivate and suspend the Owners' access card for usage at the pools and Red Barn rentals.

**2.11 Pet Program**

Owners and Occupants who own pets must ensure that they do not become a nuisance within the community. Owners cannot breed or maintain pets for commercial purposes.

Further;

- Pets are prohibited from roaming in the community,
- Pets must be on a hand-held leash or animal carrier when being walked, and
- Pet walkers are responsible for the immediate and complete cleanup of their pet's wastes. You must carry the necessary cleanup equipment when walking your pet and properly dispose of the waste at your Dwelling Unit.

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

- The unit is maintained and operated to keep the pet within the boundaries, and
- Pet wastes are cleaned up immediately and promptly. Picking up pet 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. If applicable, the landscapers may withhold service to an Owner if pet wastes are present in the Owner's Parcel.

Repeated violations of any of these Rules may subject the Owner to the removal of the pet from the Property if it is deemed to be creating a nuisance or unreasonable disturbance or annoyance. For example pets;

- Whose unruly behavior causes personal injury or property damage,
- Who exhibit aggressive or other dangerous or potentially dangerous behavior, and
- Who are not under the complete physical control of a responsible human companion either on a hand-held leash or in a pet carrier.

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**2.12 Records Request Policy**

The Master Association has a Record Request Policy that is available for review in the “Documents” Tab in the “Private” side of the Master Association’s website.

**2.13 Sale of Goods; Garage, House, Yard, Estate and/or Moving Event**

Garage, house, yard, moving and estate sales are prohibited.

**2.14 Sale of a Dwelling Unit**

Owners are advised that the sale of their Dwelling Units is governed by their respective sub-association Declaration, and as such must contact the appropriate management company for additional information to ensure a smooth transfer process.

**2.15 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 Master 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.

**2.16 Signage**

**Political/voter signs of any type, commercial contractor signs, and rental or leasing availability signs** are prohibited throughout the Property.

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

**Real estate signs:** (Offering the property for sale) One customary, professional sign, not to exceed 3 feet by 5 feet, may be displayed in any window of the Dwelling Unit, and only in the front yard of a Single Family Home Community Dwelling Unit. Open house signs and arrows may be used during the actual open house period and must be removed after the daily event. Please check your sub-association documents for possibly more restrictive rules.

**2.17 Snowplowing Program**

The Master Association provides for the reasonable removal of snow from the common elements. A service contractor is retained on an annual basis to provide for the reasonable removal of snow. The contractor will remove snow when snowfall accumulation exceeds 2 inches on the Property or when required due to extreme or hazardous conditions.



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**2.0 POLICIES, PROCEDURES, PROGRAMS AND GUIDELINES**

**2.18 Storage of Vehicles**

Commercial truck, nor non-commercial truck with more than two axles and four wheels, camper, camper trailer, recreation vehicle, boat, airplane or other vehicle of any kind, licensed or unlicensed, is prohibited to be stored on any driveway, yard or other area in MacIntosh Farms, except for in the confines of the garages or parking areas approved by the Board.

**2.19 Solicitation Program**

Owners should be aware of the Solicitation Program of the City of Broadview Heights which can be reviewed at the City's website or by contacting City Hall for more information.

Through the City's program, Owners can elect to be placed on a "Do-Not-Knock Registry." Alleged violations of the City's program should be reported to the Broadview Heights Police Department at the non-emergency number of 440-526-5400.

**2.20 Stormwater Management Program**

The Master Association provides for the reasonable upkeep and maintenance of the drainage system located within the common elements. This includes the storm water retention/detention basins and the drainage culverts and swales. The City of Broadview Heights and the Cuyahoga Soil and Water Conservation District inspect the 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 the reasonable cleaning/maintaining of the inlet and discharge structures and equipment, algae and weed control and resolving agency concerns.

Swimming, boating, kayaking, rafting, ice skating or ice fishing is prohibited on/in these retention/detention basins.

**2.21 Tree Maintenance Program**

The Master Association provides the reasonable upkeep and maintenance of the trees within the common elements. Service contractor(s) are retained as necessary to provide for the routine upkeep of the trees.

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**3.0 RECREATIONAL FACILITIES**

The Board of Directors is proud to make available the many recreational facilities for use by MacIntosh Farms Owners, their families and guests.

**3.1 Access Cards & Usage**

All recreational facilities are owned and managed by the Master Association. As a condition of timely payment of the Master Association monthly assessments, each Owner is issued one electronic pass card for entrance to any of the swimming pools or community building (Red Barn.) For the Red Barn, a reservation must be made through the Association Manager.

**3.2 Recreational Area**

There is a small recreational area located next to the Orchard Pool for residents and their guests.

**3.3 Community Center (Red Barn)**

The Red Barn is located at 1500 South MacIntosh Drive. It has a furnished community room with fireplace, kitchen, and rest room facilities. The club will hold up to 60 people and a rental fee is charged for its use. See **Section 2.2** for additional information about the facility and rental process.

**3.4 Picnic Pavilion**

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

Trash containers will no longer be provided in this pavilion area. Occupants and Guests bringing snack foods or beverages to this area are responsible for taking them and any wrappers or containers with them when they leave. Remember, as the sign states, “Please CARRY OUT WHAT YOU CARRIED IN.” Please observe this rule as a courtesy to your neighbors.

**3.5 Swimming Pools**

There are 3 pools for use by the Occupants and their guests. The pool located by the Red Barn also has a small wading pool. All pools have changing rooms, water fountains, showers and restroom facilities. The three pools utilize trained lifeguards and the pool program is contracted through a state-certified pool management company.

**3.5.1. Pool Operation Dates/Hours**

Each spring, a yearly update will be issued for pool operating times. It will be mailed to Owners, posted at each pool building and available on the Master Association’s website.

**3.5.2 Entrance to Pools**

Entrance to the pools is by a valid pass card only and gates will not open without one. Occupants must use their own pass card to open gates and may not admit other Occupants with their pass card. Infractions can result in temporary loss of your own pass card.

### **3.0 RECREATIONAL FACILITIES**

#### **3.5.3 Age Limits**

Persons under the age of 12 are not allowed inside the gated, fenced area of the pool unless accompanied by an adult.

#### **3.5.4. Guests**

Guests must be accompanied at all times by an adult Occupant who is responsible for the conduct of all their guests. Although no limit has been placed on the number of guests permitted access, the Board requests that Occupants be courteous as to the number they bring. Remember, the pools are for all Occupants. If abused, this policy will be altered and limits will be established.

#### **3.5.5. Breaks and Lap Lanes**

Guards get a 15-minute break each hour. Only adults may remain in the pools during this break period. The lap lanes at the Orchard Pool are for swimmers only with courtesy being extended to those who are waiting. Noodles or flotation devices are prohibited in the lap pool.

#### **3.5.6. Appropriate Attire**

Bathing suits only. Cutoffs, shorts, etc. are prohibited.

#### **3.5.7 Safety and Conduct**

Running, diving or boisterous behavior is prohibited. 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

#### **3.5.8 Alcoholic Beverages**

Alcoholic beverages of any kind are prohibited within the fenced area of the pools. Guards have the authority to maintain safe conditions and enforce this provision. Owners can have their pool privileges revoked for offenses of this rule.

#### **3.5.9 Food & Beverage**

The MacIntosh Board of Directors has enacted a new rule regarding food & beverages. Trash containers will no longer be provided in any of the pool or pavilion areas. Occupants and Guests bringing snack foods or beverages to the pool areas are responsible for taking them and any wrappers or containers with them when they leave.

Remember, as the signs by the pool entrances and pavilion state, "Please CARRY OUT WHAT YOU CARRIED IN." Please observe this rule as a courtesy to your neighbors. Let's keep our pool areas fun, safe and clean for all to enjoy!

**Glass Containers are strictly prohibited!**

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**3.0 RECREATIONAL FACILITIES**

**3.5.10 Pets**

Except for service animals assisting a handicapped/disabled person, pets are prohibited.

**3.5.11 Music**

Personal use speaker devices only. Please consider your fellow swimmers and the nearby neighbors by keeping volumes at respectable levels.

**3.5.12 Smoking**

Smoking, including electronic cigarettes (e-Cigarettes) is prohibited within the fenced pool areas.

**3.5.13 Telephones**

The pool phone is for emergencies only and is restricted for use only by the lifeguards.

**3.6 Tennis & Pickleball Court**

The court is located near the Red Barn at 1500 South MacIntosh Lane; entrance to the locked court is made by calling the property manager and receiving the current access code. 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. The court has been lined to accommodate the games of tennis or pickleball and is to be used exclusively for either of these two games. Pets are prohibited within the fenced area of the court.

**3.7 Walking Paths**

There are numerous paved walking paths within MacIntosh Farms. These paths are for walking/jogging only. Motorized devices or bicycles are prohibited. If pets are walked, they must be kept on a hand-held leash and the Occupant must follow the **Pet Program (See 2.13.)**

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**4.0 APPENDIX**

The Forms found in this Appendix  
can be individually downloaded  
from the “Documents” Tab  
at the Master Association website  
[www.MacIntoshFarms.com](http://www.MacIntoshFarms.com)

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<b>COMPLAINT FORM THIS FORM MUST BE SIGNED</b>		
<b>Nature of Complaint:</b>		
<b>Dwelling 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 Association Manager:</b>		
<b>Date:</b>		
<b>Name:</b>		
<b>Disposition:</b>		

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