

**HANDBOOK OF RULES  
AND INFORMATION FOR THE  
RIVER OAKS SUBDIVISION**

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**EFFECTIVE JUNE 1, 2000**

**THIS HANDBOOK IS PROVIDED BY  
THE BOARD OF TRUSTEES OF THE  
THE SANCTUARY COMMUNITY ASSOCIATION, INC.**

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## **INTRODUCTION**

Welcome to the River Oaks subdivision. We hope you enjoy your home in this great community and its neighborly and friendly atmosphere. To help assure that River Oaks will always be a beautiful place for all of us to live, there are property use restrictions that apply to all homeowners in River Oaks. As the homeowner's association for River Oaks, we are providing this Booklet to you and all other homeowners to make you aware of the River Oaks property restrictions.

The restrictions on property use were established by the developer of River Oaks. They are legally known as the "Declaration of Covenants and Restrictions of the Sanctuary Community Association, Inc." (River Oaks was originally known as The Sanctuary). In this Booklet, those legal documents are referred to as the "Covenants." You should have received a copy of the Covenants at the time you purchased your property. If you have not received one, we will be happy to provide you with a copy.

The Covenants also establish our homeowners association. It is legally known as the Sanctuary Community Association, Inc. (the "Association"). The Association is primarily responsible for:

- enforcing the Covenants,
- maintaining landscaping for the entranceways and certain other parts of River Oaks, and
- conducting inspections of septic systems.

Homeowners in River Oaks are required to pay an annual fee to support the activities of the Association.

The Association is operated by a Board of Trustees. The Board of Trustees is elected on an annual basis by the homeowners in River Oaks. The Association has a separate "Code of Regulations" under which the Board of Trustees operates.

To help assure that all homeowners are aware of and abide by the Covenants, this Booklet establishes Rules that clarify portions of the Covenants. The Covenants and the Rules are designed to take into consideration the health, safety and comfort of all residents. We hope you will find them reasonable and will cooperate by upholding them. Also, when it is necessary, please make your guests aware of the Rules.

The Rules in this Booklet have been reviewed and approved by legal counsel for the Association. However, approval of legal counsel is not required. While the Board of Trustees, cannot modify the Covenants, the Board of Trustees may add, amend or repeal any of these Rules at any time.

The Board of Trustees has retained the services of a professional management company, Continental Management Company, to handle the day-to-day operations. Jeanne Laveglia is the

property manager. Should something arise that is not covered in this Booklet, please do not hesitate to contact Continental Management Company at 1-216-664-1919 or the Board of Trustees, via a written letter.

Thank you,  
Your Board of Trustees

## **I. COMMON AREAS AND RIGHT OF WAYS**

The Association is generally responsible for maintaining the common areas within River Oaks. Those areas are the entranceways at Sanctuary Drive and Cardinal Drive, the cul de sacs on Whitetail Run Lane, Pheasant Run Lane, Fox Hollow Lane, Sanctuary Drive, Red Tail Lane, Woodhawk Lane, Eagle's Nest Lane and Robin Lane, and the islands located at the intersections of Cardinal and Sanctuary, Sanctuary and Pheasant Run, and Fox Hollow and Sanctuary.

The right of ways in River Oaks are defined as the property running along each street that is a set number of feet on each side of road. In Kirtland Hills, the right of way extends 25 feet from the center line of the road; and in Kirtland, the right of way extends 20 feet from the center line of the road. Special rules may apply to right of way areas, but homeowners are responsible for maintaining their property that is located with a right of way.

The Sanctuary Drive bridge is a dedicated roadway of the Village of Kirtland Hills and is maintained by the Village. The Village of Kirtland Hills and the City of Kirtland are responsible for all road maintenance, including lighting and snow plowing.

The Association is responsible for the reasonable maintenance of the following responsibilities for the common areas:

- Landscaping, including grass cutting, fertilization of lawns, builder installed common area trees, shrubs and/or pruning of trees and shrubs.
- Maintenance, repair, alterations and improvements of the common areas.
- Common area insurance.
- Sprinkler maintenance.

The Association also maintains the entranceway signs and street signs in the Kirtland portion of the subdivision. The Village of Kirtland Hills and City of Kirtland maintain other traffic signs.

The common areas are for the use and enjoyment of all homeowners. Therefore, everyone is required to be considerate in their use of these areas.

- A. Littering is prohibited in any common area.
- B. Any damage to the common area caused by an owner, guest, or construction, delivery or other service vehicle of a homeowner will be repaired or replaced by the Association at the expense of the Homeowner.
- C. Placement of personal property in the common areas is prohibited.
- D. Oil, solvent, paint or any other volatile or flammable materials must not be poured or allowed to spill into storm sewers, drains, driveways, garage drains and floors or Common Areas.

- E. Any and items left in the common areas, in addition to all other remedies, may be removed and stored by the Association at the Homeowner's expense.

## II. HOMEOWNER RESTRICTIONS

The following is a summary of the property use restrictions established by the Covenants:

### A. General

1. All signs or other advertising devices are prohibited, except for "home for sale" signs that are approved by the Board of Trustees. Security system signs and "invisible fence" or similar signs are permitted, provided that they are no larger than one foot by one foot (1' x 1'). Political signs may be put up not more than two weeks before an election and must be removed within one week of the election.
2. No home or property may be used for other than residential purposes. No industry, business, trade, occupation or profession of any kind, whether it be commercial, religious, educational or otherwise in nature, may be conducted, maintained or permitted on any part of the property. The foregoing restriction does not prohibit a homeowner from using a small portion of his/her home as a private office or studio, provided that:
  - (a) business activities with third parties are not regularly conducted therein, and
  - (b) the office or studio does not interfere with the quiet enjoyment or comfort of any resident.

The foregoing rules do not prohibit a homeowner from occasionally sponsoring at his/her own home, a party for the sale of household items (e.g. tupperware or baskets). Yard and garage sales are prohibited.

3. Hanging clothing or any other household fabric outside is prohibited.
4. Machinery may not be placed or operated on any property other than as is used in normal property maintenance.
5. All dumping of any kind is prohibited.
6. All trash, garbage and other waste must be kept in sanitary containers inside the home or garage. Each homeowner is responsible for cleaning up all trash and other refuse from his/her property and must keep the property

in good visual order. Trash cans, recycling bins and other refuse containers must be removed from the curb by the end of the day of pick up.

7. Other than personal automobiles, no vehicles of any kind may be parked on or otherwise stored on a property, unless enclosed in a garage. This restriction applies to campers, trailers, boats, canoes, snowmobiles, trail bikes, motorcycles and other recreational vehicles. It also applies to commercial vehicles, such as vans, commercial use trucks and pick up trucks, tow trucks and building trucks; provided that trucks and building equipment necessary for construction or repairs of a home may be stored temporarily while such construction or repairs is taking place.
8. Discharge of guns, ammunition and explosive is prohibited without the approval of the Board. Fishing, hunting, trapping, or poisoning of wildlife is prohibited without the prior, written approval of the Board, except rodent control.
9. Excessive noise is prohibited. As further provided in the Covenants, this restriction will be applied with the understanding that this is a residential community. Noise restrictions apply to all types of noise, including parties, musical instruments, the operation of power tools, and dogs barking. The time of day, day of the week and length of the noise will be considered when enforcing this restriction.
10. Homeowners may not offend the visual privacy of other homeowners. In addition to cleaning up all trash and refuse from his/her property, a homeowner may not allow his/her property to become cluttered or to accumulate unsightly objects. This restriction can apply to the persistent deployment of children's playthings, including bikes, outside work shops, lumber piles, and other storage piles. Outdoor lighting also can invade the visual privacy of surrounding homeowners. Each homeowner, in designing and installing security lighting must take into account the privacy of his or her neighbors.
11. Each homeowner must maintain and repair his/her home on an as needed basis to keep it in a condition comparable to its original construction. This includes maintenance of exterior walls by painting, power washing, etc.
12. All yards must be maintained in a satisfactory and sightly manner. This includes applying weed killer and fertilizer to the extent necessary to maintain an appearance appropriate for the development, regular mowing, and regular maintenance of trees and shrubs. Each Homeowner is responsible for removal of any dead trees located on his/her property, including any trees located in or falling into the right of ways.

13. Each homeowner is responsible for the maintenance of any drainage swale, waterway or creek located on his/her property. This requires the homeowner to assure that the normal flow of water is not obstructed . Likewise, without prior approval of the Architectural Review Committee, a homeowner is prohibited from altering the location of, or changing the grade of, any drainage swale, waterway or creek without the prior, written approval of the Architectural Review Committee.

B. Pets

1. No animals, livestock, or poultry may be kept by an homeowner except as provided in the Covenants and these Rules. Not more than two horses may be kept, provided that the homeowner satisfies all of the requirements of the Covenants and obtains necessary approvals for the construction associated therewith. Dogs, cats or other household pets may be kept in the homes, subject to the Rules provided in this document, provided they are not kept, bred or maintained for any commercial purpose.
2. All pets must be accompanied by their owner at all times.
3. Pet owners will be held responsible for all damages caused by their pet to the common areas, including, but not limited to shrubs, bushes, trees and grass.
4. Pet owners are responsible for immediate and complete clean-up after their pet.

C. Environmental Easements

The subdivision Plat designates several areas as “Environmental Easements”. Each homeowner is prohibited from doing any building or construction in any such area of an Environmental Easement. Nor is any alteration of the terrain or destruction of any trees or shrubbery permitted within an area designated as an Environmental Easement.

The Covenants do not replace any federal, state or local laws pertaining to the use of a homeowner’s property, including laws pertaining to wildlife preservation areas. Thus, all homeowners must continue to abide by such laws.

### **III. ARCHITECTURAL REVIEW**

Construction of homes and other buildings is subject to architectural review. Prior to the sale of the last lot in the River Oaks development, the developer is responsible for conducting

architectural review. After the sale of the last lot, the Board of Trustees will establish an Architectural Review Committee. At least one member of the committee will be a practicing architect. Alternatively, the Board may hire a practicing architect as a consultant.

The following matters require the prior, written approval of the Architectural Review Committee:

- A. Fences.
- B. All mail box posts and mounts must substantially comply in form with Architectural Guidelines established by the developer. **Under the Architectural Guidelines, mail box posts and mounts are required to be painted white.** Box size and design also is subject to approval of the Architectural Review Committee.
- C. Any in ground swimming pool, wading pool, bathing pool or similar structure that contains water.
- D. Any other structure of any kind. This restriction applies to garages, sheds, barns, basketball courts, tennis courts, horse stalls, and other similar structures.
- E. Landscape plans. The homeowner is required to install a driveway, install a lawn and complete all other landscaping within eight months of the earlier of completion of construction or occupation of a home.
- F. Any homeowner contemplating the installation of a satellite dish/antenna must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Architectural Review Committee indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the management.

#### **IV. SEPTIC SYSTEMS**

All homeowners are responsible for the maintenance of their own septic systems. The homeowner's association conducts semi-annual inspections of septic systems. If the inspection reveals that repair or replacement of a septic system is necessary, the homeowner should promptly do so. If a homeowner fails to make any necessary repairs or to replace a failed system, the homeowner's association may do so and bill the homeowner for the cost.

#### **V. SALE OF A HOME**

All homeowners are required to notify the Management Company, in writing, of any changes in occupancy. Within fifteen (15) days after a sales agreement has been signed, you and your realtor must call the Management Company to make arrangements for the maintenance fee

update letter and certificate of insurance. The Management Company will coordinate this paperwork with banks, realtors, appraisers and escrow agents.

**The Covenants require the seller of a property to provide the buyer with a copy of the Declarations of Covenants and Restrictions; and that the agreement of sale acknowledge that the buyer has received a copy of them. The seller also must provide the buyer with a copy of this booklet and any other rules that are provided to homeowners by the board of Trustees.**

**VI. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION**

- A. Maintenance fees and assessments are due on the first (1<sup>st</sup>) day of February or such other date as is designated by the Board of Trustees. If payment is not received in the office of the Management Company within thirty (30) days of the due date, the payment is considered late. All checks must be made payable to the Sanctuary Community Association, Inc. and mailed to the Management Company.
- B. An administrative late charge of ten dollars (\$10.00) per month will be charged for any late payment and on any unpaid balance. Interest will be charged from the due date of the fee, at the highest rate permitted by law.
- C. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees, penalty assessments or special assessments will be added to the amount owed by the delinquent owner.
- D. Maintenance fees are a personal obligation of the homeowner and create a lien upon the property. The homeowner's association may file a foreclosure action to collect past due amounts. The homeowner's association may also file a personal collection action against a homeowner to collect overdue amounts.
- E. If any property owner fails to perform any act that he is required to perform by the Covenants or the Rules, the Association may, but will not be obligated to, undertake such performance or cure such violation. In that event the homeowner must pay for the entire cost and expense incurred by the Association, including reasonable attorney fees. Any such charges are deemed to be an additional assessment upon the homeowner and are due and payable when notice is provided to the homeowner. The Association may obtain a lien on the property for the amount of the charges in the same manner and to the same extent as if it were a lien for maintenance fees.
- F. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules will be added to the assessment.

## **VII. COMPLAINT PROCEDURE**

Complaints against anyone violating the Rules & Regulations of the Association must be submitted to be made to the Management Company *in writing* and must contain the signature of the individual filing the complaint.

The Board of Trustees and/or the Management Company, will, in most instances, contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violators agreement to cease the violation.

*If the reasonable efforts to gain compliance are unsuccessful, the property owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.*

## **VIII. PENALTY ASSESSMENT PROCEDURE**

Prior to the imposition of an assessment for a rule violation, the following procedure will be followed:

1. Written demand to stop the violations will be served upon the alleged violator and homeowner, specifying:
  - a. The alleged violation;
  - b. The action required to stop the alleged violation; and
  - c. A specified time period during which the alleged violation may be stopped without the imposition of an assessment.
  
2. If the same rule is violated past the time period set above or over a longer period specified by the Board of Trustees, the Board of Trustees will serve the homeowner written notice of a hearing to be held by the Board of Trustees. This notice will contain the following:
  - a. The nature of the violation;
  - b. The time and place of hearing, including at least a ten (10) day notice;
  - c. A request for the homeowner to attend the hearing and supply any statement of evidence;
  - d. The intent of the Board of Trustees to impose up an assessment in an amount described below.

At the hearing, the Board of Trustees and the homeowner will have the right to present any evidence. This hearing will be held in Executive Session of the Board of Trustees. Proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become a part of hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board of Trustees then present at this hearing.

## **IX. AMOUNT OF ASSESSMENTS**

The following are guidelines for amounts of the assessments that will be charged for violations of the Covenants or Rules. The Board of Trustees is not bound by the amounts stated in the guidelines. A higher or lower assessment amount may be imposed by the Board, depending on the facts and circumstances. Those facts and circumstances may include whether it is a repeat violation and the length of time that the homeowner takes to correct the violation. If a higher assessment amount is imposed, it will not be more than twice as high as the guideline rate.

1. Homeowner's Association Rule II.A.1.; Covenant Article VI, Section 2 (sign rule) - \$10 per day
2. Homeowner's Association Rule II.A.2.; Covenant Article VI, Section 3 (uses of property for business purposes) - \$50 per day.
3. Homeowner's Association Rule II.A.3.; Covenant Article VI, Section 4 (hanging clothes) - \$10 per day.
4. Homeowner's Association Rule II.A.4.; Covenant Article VI, Section 5 (machinery) - \$10 per day.
5. Homeowner's Association Rule II.A.5.; Covenant Article VI, Section 8 (dumping). - \$50.
6. Homeowner's Association Rule II.A.6.; Covenant Article VI, Section 8 (trash and garbage) - \$10 per day.
7. Homeowner's Association Rule II.A.7.; Covenant Article VI, Section 9 (vehicles) - \$10 per day.
8. Violation of Homeowner's Association Rule II.A.8.; Covenant Article VI, Section 11 (pertaining to discharge of firearms, poisoning of wildlife, etc.) - \$100.
9. Homeowner's Association Rule II.A.9.; Covenant Article VI, Section 16 (noise rule). - \$50.
10. Homeowner's Association Rule II.A.10.; Covenant Article VI, Section 17 (visual privacy) - \$10 per day.
11. Homeowner's Association Rule II.A.11.; Covenant Article VI, Sections 18 and 19 (repair of home) - \$10 per day.
12. Homeowner's Association Rule II.A.12.; Covenant Article VI, Section 20 (yard maintenance) - \$10 per day.

13. Homeowner's Association Rule II.A.13.; Covenant Article VI, Section 20 (swale and drainage maintenance) - \$10 per day.
14. Homeowner's Association Rule II.B.1. Covenant Article VII, Sections 4 and 5 (pertaining to the breeding animals or other keeping animals) - \$20 per day.
15. Homeowner's Association Rule II.B.2.; Covenant Article VII, Section 5 (failure to accompany a pet) - \$5.
16. Homeowner's Association Rule II.B.3.; Covenant Article VII, Section 5 (failure to clean up after a pet) - \$10.
17. Homeowner's Association Rule II.B.4. (damages caused by a pet to common areas) - \$50.
18. Homeowner's Association Rule II.C. Covenant Article VII, Section 1 (environmental easement restrictions) - \$100. An additional amount to be determined by the Board can be imposed per each day that the failure is not corrected, if correctable.
19. Homeowner's Association Rule III; . Covenant Article V, Section 1 and Article VI, Sections 6, 7, 12 and 13.
  - A. Violation of the rules relating to mailboxes, including design and color of post and mount and Architectural Review Committee approval of the box - \$10 per day.
  - B. Construction without Architectural Review Committee approval - \$100 per structure. An additional amount to be determined by the Board can be imposed per each day that a structure constructed without Architectural Review Committee approval is not removed or modified, as directed by the Architectural Review Committee.
21. Homeowner's Association Rule V; Covenant Article IX, Section 10 (failure to provide Covenants and Rules to property purchaser) - \$100.

**X. LEGAL ACTION TO ENFORCE THE COVENANTS AND RULES**

Additionally, if any homeowner or guest violates the Covenants or the Rules, immediate legal action may be initiated by the Board of Trustees. The Board of Trustees has sole discretion over decisions regarding legal actions, including, without limitation, decisions whether to pursue or to forego legal action regarding any and all matters, and decisions regarding the method of and timing of any such legal action.

A violating homeowner is responsible for payment of the Association's entire cost of effectuating a legal remedy to impose compliance with the Covenants or the Rules, including attorney fees; and any such amount may be added to the amounts due from the violating homeowner or added to the maintenance fees due from the violation homeowner.

## DIRECTORY

Continental Management Company	216-664-1919
The United Office Building	
2012 West 25 <sup>th</sup> Street	Fax 664-1980
Suite #810	
Cleveland, Ohio 44113	

Toll Free Line	800-525-3404
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EMERGENCY SERVICE* (After Hours)	216-664-1919
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Continental Management Company has 24 hour paging service for Emergency Service