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**Mills Creek Association**  
**5175 Mills Creek Lane**  
**North Ridgeville, OH 44039**

Dear Mills Creek Association Members:

Mills Creek is a great place to live! It is a well-established community of 825 houses, cluster homes, and condominiums, all set on tree-lined streets. Its scenic sidewalks make travel safer and attract neighbors out of their houses to bicycle, walk, and jog and to get to know one-another. Our recreational facilities and social events also make our community a desirable and fun place to live.

To operate our facilities and maintain neighborhood standards, Mills Creek is organized as a Homeowner's Association. This Handbook includes details of Mills Creek Association membership which are most commonly of interest. Also, copies of the Articles of Incorporation, Code of Regulations, and General Warranty Deed and Covenants and Restrictions of the Mills Creek Subdivisions are included in the back. Please read this book, keep it in a safe place, and refer to it when necessary.

Mills Creek also has a web site at [www.millscreek.org](http://www.millscreek.org) which contains a wealth of information about Mills Creek life. Visit it regularly, as it is often updated.

We have attempted to make the information in this Handbook as accurate and current as possible. Additions or changes will be sent to homeowners or published in *The Grapevine*, the Mills Creek monthly newsletter. However, you should always double-check with the office, the relevant Director, or the original controlling documents on any information that is vital to you!

Members planning to sell their homes should show this Handbook to buyers and real estate agents with whom they list their homes and acquaint them with the Warranty Deed. They should also make sure that the Association Office is notified in advance of any sale or transfer in order to avoid possible additional costs and legal complications.

Approved by the Board of Directors  
March 19, 2020  
Sixth edition

Cover by Spencer Myer

# **THE ASSOCIATION**

Mills Creek Association (“Association”) is a homeowners’ association made up of the houses in Mills Creek North and South, the cluster homes in Mills Creek West, and all of the condominiums in the area, except Creekstone Commons Condominiums, for a total of 825 households. Mills Creek East is not affiliated with us and has its own association. Also included are the common elements owned by the Association. This includes two 25 meter swimming pools with wading pools, two tennis courts, a softball field, a playground, a basketball court, a walking track and exercise area, three picnic areas, a wooded area near Woodland and Barton Roads, the field at Mills Creek Lane and Chestnut Ridge Road, the creek from the South Park culvert to the North Olmsted border, and a clubhouse with our office, a lounge, party/meeting room, and a small kitchen.

Included in each Owner’s deed is the “General Warranty Deed” which makes the Owner a member of the Association and specifies the rights, benefits, and obligations of membership. It includes provision for the administration of our community, civic concerns, maintenance and improvement of our recreation facilities and common properties, collection and disbursement of assessments, and enforcement of the covenants and restrictions.

The covenants and restrictions include a system of rules and guidelines for making exterior or structural changes to your property, as well as certain other standards. This is an important advantage of living in a homeowners’ association since our neighborhood has more direct control over its quality of life than if we were dependent on the city and county only.

In order to operate and administer the Association, it is organized as a non-profit corporation with a Board of nine volunteer directors. To cover present and future expenses and improvements, a yearly assessment is charged to each sub lot — due each January 1. The business of the Association is conducted at an annual meeting of members each October and at monthly Directors’ meetings.

## **BOARD OF DIRECTORS**

The nine Directors are members in good standing of the Association. Directors are elected to a three-year term by the members at the annual meeting. The Directors are responsible for enforcing the Covenants and Restrictions and other Mills Creek governing documents and for using assessments to maintain and improve the development. Though each Director is responsible for overseeing all Association areas of responsibility, each specializes in a certain area. The Directors may be emailed at the following addresses:

[president@millscreek.org](mailto:president@millscreek.org)  
[grounds@millscreek.org](mailto:grounds@millscreek.org)  
[treasurer@millscreek.org](mailto:treasurer@millscreek.org)  
[clubhouse@millscreek.org](mailto:clubhouse@millscreek.org)  
[secretary@millscreek.org](mailto:secretary@millscreek.org)

[architecture@millscreek.org](mailto:architecture@millscreek.org)  
[social@millscreek.org](mailto:social@millscreek.org)  
[security@millscreek.org](mailto:security@millscreek.org)  
[pools@millscreek.org](mailto:pools@millscreek.org)

## **ASSOCIATION OFFICE**

The Association maintains an office located at the North Clubhouse, 5175 Mills Creek Lane, staffed by the Office Manager, who also oversees the scheduling of the clubhouse. The hours of operation are printed in *The Grapevine*, our newsletter and on the MCA website. The Association mailing address is:

Mills Creek Association  
5175 Mills Creek Lane  
North Ridgeville, Ohio 44039

You may email the office at [office@millscreek.org](mailto:office@millscreek.org). You may also leave envelopes, etc., in the locked mailbox at the west door of the clubhouse.

## **COMMON ELEMENTS**

The Association owns land in Mills Creek including the following areas:

North clubhouse/pool land

South park/pool land

Both sides of the creek from the south park culvert to the North Olmsted border

The wooded area near the Woodland Road entrance

The field at the Chestnut Ridge Road entrance

***NOTE:*** *The Mills Creek Association retains its legal ownership interest in all Mills Creek Association property regardless of any use of such property that has been made by anyone, whether sanctioned or unsanctioned by the Board. Neither action nor inaction of the Board, nor the passage of time, should be construed as a relinquishment of rights to such property by the Association.*

## **GRAPEVINE**

News and official business of the Mills Creek Association is published in our newsletter, called *The Grapevine*. It is available on the MCA website and via email to residents who provide their email address to the Office Manager. It includes minutes of meetings, Director reports, Association financial reports, notices of Association-sponsored social functions, and other information specific to the Mills Creek area. Please note that any advertising included in the newsletter is there to help offset the cost of printing/mailing, and these advertisers are not endorsed by the Association.

## **ASSESSMENTS**

When buyers accept a deed to a property in Mills Creek Association, they become members and are obligated to pay assessments. The annual assessment is due January 1 of each year. Notice of the assessment is published in December and sent to each Owner. Interest is charged on delinquent payments and there are provisions for filing of a lien by the Association when payment is 30 days delinquent. The Owner of each Lot is liable for the assessment. Persons owning more than one Lot must pay the assessment on each Lot owned. Members with delinquent unpaid assessments and/or other charges are considered to be members who are not in good standing and will lose membership privileges until all past due assessments and/or charges are paid. Assessments are not "pool dues" but pay for all of the functions of the Association mentioned in this book and more. Please refer to the Association's Collection Policy on page 23 of the Rules and Guidelines.

## **ANNUAL MEETING**

The Annual Meeting is held in October. At that time reports of the past year's activities are given, and Directors are elected using procedures determined by the Board of Directors. Membership and voting rights are described in Article III of the Warranty Deed and in Article 1 of the Code of Regulations.

## **AUDIT**

The Audit Committee provides an independent appraisal function (not the official annual audit) within the Association for the purpose of reviewing the accounting, financial, and other business operations of the Association through objective analysis, recommendations, and other pertinent comments concerning the activities reviewed. The overall objectives involve such activities as:

- a. Reviewing and appraising the soundness, adequacy and application of financial and operative controls within the Association.
- b. Ascertaining the extent to which Association assets are accounted for and safeguarded from losses.
- c. Appraising the quality of the Directors' performance in carrying out their respective financial responsibilities.
- d. Assisting the independent auditor to the extent necessary, reviewing and commenting on the audit report prior to its presentation to the Board of Directors.

The Audit Committee consists of Association members in good standing. Current Directors and Directors from the previous year cannot be voting members but can participate as non-voting members. The Treasurer of the Association participates in the Audit Committee review as an ex-officio member to answer questions raised by any member of the Audit Committee. Association members willing to serve on the Audit Committee should contact any officer of the Association.

The annual audit of the Association’s financial records is currently conducted in late January or early February of each calendar year, following the close of the previous fiscal year. The audit reviews the financial activities of the previous fiscal year. Utilizing an independent auditor, on a three-year cycle, the auditor, through sound auditing and accounting principles, selectively tests the vital areas of financial management, namely income and disbursements. A three-year cycle consists of two years of “review” followed by a “full audit” every third year. The Committee and the Treasurer review the results of the audit, and a formal report of the findings and recommendations is issued to the Board of Directors of the Association. This report is also presented, by the Treasurer, at the Annual Meeting.

## **BUDGET**

The annual budget is divided into two main parts — the Operating Fund and the Reserve Fund. The Operating Fund is used for day-to-day operations. The Reserve Fund is used as a sort of “savings” fund to cover major long-term repair and replacement projects. Long-term planning and maintenance of the Reserve Fund allows covering of major expenses that only recur every few years and new asset creation projects through small payments from members over many years. This system is designed to avoid, if possible, the charging of large special assessments in any one year.

## **CONDOMINIUM ASSOCIATIONS**

There are six Condominium Associations within the Mills Creek Subdivision that are affiliated with the Mills Creek Association:

Cornerstone Condominium Association  
Mills Creek Condominium Association  
Mills Creek West Condominium Association  
Pine Forest Condominium Association  
Pine Cone Condominium Association  
Young Forest Condominium Association

In addition to being a member of the Association and responsible for payment of the annual assessment, each condominium owner is also a member of a Condominium Association that maintains its own common grounds and exterior surfaces of the units.

Each Condominium Association is set up according to Ohio law requiring a Board of Directors (Unit Owners elected within each Association) to collect assessments and insurance fees, secure contracts for maintenance, and other business pertaining to their own Condominium Association. The Boards of Directors also maintain contact with the Board of Directors of the Mills Creek Association.

***NOTE:** The Creekside Condominium Association and Mills Creek East Homeowners Association are not affiliated with the Association.* Residents of these organizations are given the opportunity to annually purchase recreation permits, entitling them to use of the Mills Creek Association common element facilities on the same basis as Association members. The cost of this permit is equal to the Mills Creek Association annual assessment in effect at the time of purchase. Recreation permit holders are not Association members and do not have voting or other rights in the Mills Creek Association.

## **HARASSMENT POLICY**

The Association will not tolerate harassment of any Owner, Occupant, employees, contractor, or other party for any reason, to the extent protected by Federal, State or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, or violence.

If an Owner or Occupant feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Community Association Manager. If an Owner or Occupant is unable for any reason to contact the Association Manager, or the Manager is the person performing the prohibited harassment, then contact the Board of Directors. Everyone is expected to cooperate with any such investigation.

# **RULES AND GUIDELINES**

The following sections are included in this Handbook to help familiarize Members with the rules, regulations, and guidelines of the Mills Creek Association. Here, members will find information about architectural approvals and deed restrictions. The FACILITIES chapter should be consulted for rules of conduct, etc. having to do with use of the pools and other facilities.

## **ARCHITECTURE AND DEED ADMINISTRATION COMMITTEE**

The primary responsibility of the Architecture and Deed Administration Committee is to advise and aid the Board in enforcement of all sections of Article VI of the Warranty Deed and related Board-approved rules. Any plans for exterior or structural changes to a property must be reviewed by this committee and approved by it or the Board in writing. All requests must be submitted on the “Architectural Application Form” available in the office and on the MCA website.

The Committee attempts to serve the interests of all Mills Creek homeowners in helping to preserve the beauty and open park-like environment that initially attracted each of us to Mills Creek. Article VI of the Warranty Deed gives Mills Creek the advantage of greater control over the quality and appearance of our neighborhood than would be possible under city codes alone.

The Board of Directors has delegated to the Committee the authority to approve home alterations, new or modified structures, or the removal of structures only insofar as they fit strictly within the guidelines in this chapter. No plans will be approved which are known to be in violation of these guidelines or North Ridgeville City codes and ordinances. However, the Committee may refer any request to the Board of Directors with its recommendation for Board approval or disapproval of a variance from the guidelines. Homeowners may also appeal any decision of the Committee to the Board of Directors.

(NOTE: In addition to the provisions of the Warranty Deed and these guidelines, city building requirements and other ordinances also apply. No action by the Committee or the Board should be construed as signaling compliance or noncompliance with these other requirements and ordinances.)

## **ENFORCEMENT**

One of the most valuable assets of a Mills Creek Owner is the protection provided by the Warranty Deed. Fair and consistent enforcement policies are required to protect and give meaning to the provisions of this document. To address this, the Board has evolved a system of enforcement that endeavors to be as kind as possible to the parties involved while doing what the law requires. Please refer to the Association’s Enforcement Policy on page 24 of the Rules and Guidelines.

## **ARTICLE VI OF THE WARRANTY DEED**

The sections of the Warranty Deed that will most often affect your life in Mills Creek are contained in Article VI. The following paragraphs discuss some important content of some of these sections and the rules that the Board, over time, has approved to enforce them. This is not an exhaustive covering of the Warranty Deed, however, and it is strongly suggested that you read the complete version in the back of this Handbook.

### **Section 1 — Land Use (Including Businesses and Other Home Occupations)**

Business activities are prohibited within the Mills Creek Subdivisions unless the following conditions are met:

1. A City Home Occupation Permit must be obtained. Prior to application for this, a letter requesting permission to conduct such operations and setting forth the details thereof must be submitted to and approved by the Mills Creek Association Board of Directors or its designated committee. The operation must comply with Article VI, Section 5 through 18 of the Mills Creek Warranty Deed and with all of the other provisions herein. The Board or its designated Committee will solicit written opinions from all adjoining property owners and will consider them prior to permit approval.

2. The operation complies with all applicable federal, state, and local statutes, ordinances and/or regulations. Board (or its designated Committee) approval does not constitute certification that this is the case.
3. Subsequent to Board of Directors' approval, a permit is obtained under the Codified Ordinances of the City of North Ridgeville, if required, and such permit is maintained current at all times.
4. Neither the dwelling structure nor the balance of the premises is extended or modified, or its external appearance altered in any way to accommodate the operation.
5. Neither signs nor any other displays are used to indicate from the exterior that the premises is used for any purpose other than that of a residential dwelling.
6. Neither noise, vibration, smoke, pollution, electronic interference, nor other nuisance, nor any safety hazard to persons or nearby property results from the operation.
7. Hazardous materials are not involved in the operation in any quantity that would give rise to the issuance of a Material Safety Data Sheet (MSDS) under applicable Federal, State, or Local regulations.
8. All vehicles used on the premises in conjunction with the operation must comply with the regulations under Article VI, Section 8 hereof.
9. Vehicles used for deliveries to or from the business operation must comply with the weight limits established for through traffic on the street upon which the dwelling fronts, and the operation does not result in employees or customers visiting the Property, or commercial deliveries being made to the Property.
10. For safety reasons, the vehicles of patrons, customers, and/or suppliers which are on the premises at any one time must all be parked within the driveway without fully or partially blocking the public sidewalk and such vehicles must not alternately be parked on any lawn, tree lawn, street, or sidewalk.
11. The operation does not involve the use or storage of equipment (mobile or otherwise), materials, supplies, or finished goods, anywhere on the property other than inside the primary dwelling structure. For the purpose of this item 11 only, the primary dwelling structure includes the attached garage.
12. The operation may employ on the premises only members of the Owner's family who are also residents in the same dwelling house plus a maximum of one non-resident employee.
13. Permits issued under this section are conditional and are subject to review and possible revocation at any time that violations of the foregoing are observed, or complaints are received from the surrounding Owners.

The Architecture and Deed Administration Committee is designated by the Board of Directors as the Committee which will consider and approve or disapprove requests for permits under this Section I. The Committee is authorized to approve only permits that comply in all respects with this Regulation. It may refer any request to the Board of Directors for action if the intent of the Board with respect to that type of business is not clear under the foregoing conditions. Owners may also appeal any decision of the Committee to the Board of Directors.

The Architecture and Deed Administration Committee will enforce the provisions of this Regulation and the Warranty Deed and will, if any violations are observed, initiate the required procedures to ensure

compliance. In addition to those remedies pursued by the Committee and the Association, all observed violations of the City Code will be reported immediately to appropriate city officials.

## **Section 2 — Architectural Control:**

### **TO AVOID ANY UNNECESSARY DELAYS, CHANGES, OR EXPENSES, BEFORE STARTING ANY PROJECT, NO MATTER HOW SMALL, A REQUEST FOR APPROVAL MUST BE SUBMITTED TO THE A&D COMMITTEE.**

The Architecture & Deed (A&D) Committee normally meets the second Saturday of the month at 9:00 AM at the North Pool Clubhouse to review and approve requests (contact the Office to be sure of meeting schedule). Plan to attend the meeting so the Committee may ask you questions that might arise while reviewing your request.

#### **General:**

All residents of the Association interested in any modification, addition, or alteration, to the exterior of a house, including sheds, fences, patios, room additions, paint, concrete and other improvements on the property, must submit a written request, on the MCA Modification Form available from the Association Office and on the MCA (Mills Creek Association) ([millscreek.org](http://millscreek.org)) website, to the Architecture and Deed (A&D) Committee of the Mills Creek Board. These requests must describe the type of work proposed and must be signed by the Owner. Removal of existing fences or sheds **does not** require approval, but installation of new or replacement sheds or fences **does** require approval. A copy of the Lot plan (Plat) must be submitted with the request, along with drawings or photos that graphically depict the proposed work. The drawings (plans, elevations, and sections) must contain the following information:

1. Location on or in relation to the subject residence and the adjoining properties on both sides and to the rear of the Lot on which construction or change is requested.
2. The overall height, width, length, and square footage of the requested structure, fencing, or enclosure, and enclosed yard area (a profile sketch is helpful). Elevation drawings are required for room additions or sheds.
3. All plans must be approved by and conform to all applicable City Codes.
4. Keep in mind that most structures (sheds, fences, driveways, windows, room additions, etc.) may also need a permit from the City. **It is strongly recommended Owners check with the city before any work is begun.**

Plans and materials submitted for approval will become part of the Association's Lot files and cannot be returned to the Owner. Therefore, the Owner should retain a separate copy for his/her files.

All exterior structures, except vinyl, chain link, split rail or cedar fences, gazebos, wood decks, and recreational equipment, must be painted or stained within twelve months of their construction to match or be compatible with the color of the residence.

Before any modifications will be approved, an inspection of the property will be made by the A&D Committee to verify there are no outstanding violations on the Lot.

Questions about anticipated projects must be directed to any A&D Committee member. The Committee requires at least thirty days to review all modification requests, and if a variance is required, the Board of Directors may require an additional thirty days to make its determination also.

Following are guidelines for the most often requested modifications and additions:

**Guidelines for Residence Modifications and Additions:**

1. All residence modifications and additions must conform to the Mills Creek Guidelines and all applicable City, County, State Codes and regulations concerning, but not limited to, electrical wiring and fixtures, plumbing, HVAC systems, construction, availability of emergency egress, foundations, fire retardant and other materials.
2. Conformity to the style of existing residences in the Mills Creek Association, as further specified herein, is essential to gain approval.
3. Structures that exceed one story in height are prohibited.
4. The addition or modification must, when viewed from the perspective of adjoining lots, not diminish the privacy of, nor deteriorate the existing view from the property of neighbors unless those neighbors who are so affected consent in advance to the addition or modification in writing. Examples: Requests for new windows or doors looking onto a neighbor's patio or an addition that might restrict the view from a neighbor's window or patio. Signatures are the homeowner's responsibility to obtain and must be obtained from all neighbor properties (side and rear) that touch the property requesting the modification. The Neighbor Consent Form is included with the MCA Modification Form.
5. The pitch of the roof lines on all additions, except patio covers, attached to a house must match the pitch of the roof on the main structure and/or parallel the lines of the nearest roof edges.
6. Siding and exterior materials used must match in color the exterior material of the existing residence to which it is attached.
7. Wooden decks and gazebos will be treated as residence additions whether or not actually attached to the house. The finish and shingle color and materials must match or be compatible with the residence. The structure must comply with all applicable City Codes.

**General Guidelines for Fences:**

1. Acceptable material for fences includes wood, metal, vinyl, and plastic.
2. Fences (except chain link, vinyl, cedar, or split rail) must be either painted or stained to match or be compatible with the residence.
3. Chicken wire attached to any fence, used as a covering over any fence, or used as a fence or enclosure by itself, is prohibited.
4. Fences are permitted to be constructed only in the area to the rear of the residence.  
**Exceptions:** "Garden" fences used as decorative elements in landscaping, and not exceeding three feet in height. "L-shaped" fences at side of residence to hide trash/recycle containers, and not exceeding five feet in height.

When a fence will extend more than thirty feet toward the rear lot line from the rear corner of the residence that is farthest from the rear lot line, any neighboring property owners whose property touches the homeowner's property (side and/or rear) requesting the fence, those property owners must express their approval in writing. The A&D Committee will take all comments into consideration. The Neighbor Consent Form is part of the MCA Modification Form.

5. Fences must have a minimum of one gate at least four (4) feet in width, within ten feet of the residence (City Code may require more).
6. No fence may encroach within the ten-foot utility easement at the rear of any lot or within any other utility easement which may be upon that lot.
7. Only privacy fences are permitted where open “park-like” areas are created by adjoining rear lot lines. See enclosed maps for designated park-like areas.
8. Permanent fence structures surrounding a vegetable or flower garden are permitted only at the rear of the residence, must be finished the same color as the residence, and follow applicable City Codes. These structures **may not** be more than five (5) feet in height.
9. A survey must be provided to the Board before any fence may be installed that extends outside the side building lines of the residence or more than twenty-five feet from the rear corner of the residence that is farthest from the rear lot line.
10. Fences are prohibited in front or side yards, except as stated in item 4 above without a variance approved by the MCA Board of Directors.

### **Specific Fence Guidelines**

#### **Privacy Fences:**

1. Must be positioned from the rear corner(s) of the residence and extend toward the rear property line. They may not extend toward the side lot line from the side building line of the residence structure. They may be enclosed at the rear and have a minimum of one gate at least four feet in width, within ten feet of the residence.
2. The maximum distance from the farthest wall of the residence house to the fence perimeter is twenty-five feet.

**Exception:** Privacy fences may fully enclose the area created by two sides of an “L”-shaped residence at the rear of the house.

3. The maximum height for a privacy fence is six feet.

#### **Yard Enclosures:**

1. Must start at the rear corners of the residence.
2. When a yard enclosure will extend **less** than thirty feet toward the rear lot line from the rear corner of the residence which is farthest from the rear lot line, then the fence may not approach the side lot lines any closer than does the side building line of the residence.
3. When a yard enclosure will extend **more** than thirty feet toward the rear lot line, as defined in #2 above, then it may extend toward the side lot line to a point not closer than two feet from the property line on both sides and at the rear of the property where not prohibited by an easement or right-of-way for utilities or swales. See Section-4 Easements in this Handbook.

4. Neighbors who wish to erect a common fence along the property line may do so by executing a mutual maintenance easement of two feet along, and on both sides of the common property line. Both homeowners should contact their lawyers to write up this agreement.
5. The maximum height of a yard enclosure is four feet on all sections more than twenty-five feet from the residence and six feet within twenty-five feet of the residence. Six foot portions must conform to all the rules for privacy fences. If a yard enclosure extends outside of the side building lines of the residence, however, the entire yard enclosure must only be four feet in height.

### **Chain Link Fences:**

1. Chain link fences are permitted to be installed only on densely wooded Lots and then only within the densely wooded area of that Lot.
2. They must be positioned from the rear corner(s) of the residence and extend toward the rear property line from that point. They may not extend closer to the side lot line than does the side building line of the main residence. They may be enclosed at the rear and approach up to two feet of the rear lot line where not prohibited by an easement or right-of-way. See Section-4 Easements in this Handbook.
3. Inserts of any type (plastic, aluminum, wood, etc.) in or on the chain link mesh are prohibited.
4. The maximum height of a chain link fence is four feet.
5. The chain link itself may be coated with vinyl, and the color must be approved by the A&D Committee.

### **Solar Panels and Windmills:**

1. Photovoltaic / solar energy systems, including, but not limited to, solar panels, must be installed in a rear-facing, roof-mounted array; except as otherwise provided, installations that are visible from the street are prohibited. Photovoltaic / solar energy systems are not permitted to be mounted on the ground of a Lot. All installations are subject to review and approval of the Board.

All components of the photovoltaic / solar energy system must be compatible with the design of the dwelling. For purposes of this guideline, examples of compatibility include, but are not limited to, the following: the color of the photovoltaic / solar energy system components must be substantially similar to the color of the dwelling roof shingles to the extent practical. Photovoltaic / solar “shingles” that mimic the look of a composite shingle are acceptable but must match the color of the current dwelling roof shingles as much as is practical. Piping, electrical connections, or other lines or wires must be located directly under the system and/or alongside the perimeter of the system, when possible, and placed as inconspicuously as possible so that there is a minimum of exposed piping, electrical connections, or other lines or wires when viewed from all angles of the Lot. The highest point of a photovoltaic / solar panel array must be lower than the ridge of the roof where it is attached.

Applications for photovoltaic / solar energy systems submitted to the Board must include the following:

- a. Submit 2 complete applications including diagrams that are “drawn to scale” that are professionally prepared by the licensed (if necessary) contractor installing the system showing where on the dwelling roof the system will be installed. The drawings must include the dimensions of the system and roof;
- b. Photos of the roof area where the photovoltaic / solar energy system will be installed:

- c. Provide a clear written statement explaining the drawings and photographs;
- d. Provide manufacturer's description of the system, series, style and color of products. Include brochures and cut-sheets of specified products;
- e. Documentation (i.e. drawings and photos) depicting any proposed changes to landscaping or other exterior modifications to the Lot or dwelling to accommodate the photovoltaic / solar energy installation
- f. Provide \$150.00 design review fee.

2. Windmills are prohibited.

**Household Pet Confinements:**

- 1. Animals are prohibited from being housed or kept out of doors between the hours of 9pm and 8am.
- 2. Dogs must be confined within the residence, fenced back yard, or on a leash at all times. An invisible fence system does not meet the Association Rules nor City Codes for animal confinement and is prohibited. Dog runs are also prohibited. Animals are prohibited from being kept or confined on a rope, chain, etc. at the front of the residence.
- 3. Pet owners are responsible for the immediate and complete clean-up of any pet waste on the Property.
- 4. Pets are prohibited from attacking or otherwise interfering with the freedom of movement of persons or their pets on the Property, including but not limited to, chasing vehicles, attacking other pets, or creating an unreasonable disturbance in any other way.
- 5. Pets are prohibited from causing or creating a nuisance or detrimental effect on the Property. The Board has the right to terminate the right of any Occupant to maintain a pet on the Property if the pet is causing or creating a nuisance or detrimental effect.

Examples of nuisance behavior or behavior that constitutes a detrimental effect for purposes of this rule include, but are not limited to, the following:

- a. Pets who unruly behavior causes personal injury or property damage;
  - b. Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day;
  - c. Pets outside the Dwelling Unit who are not accompanied by and under the complete physical control of their owner and on a hand-held leash no more than six feet in length;
  - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s); or
  - e. Pets that are conspicuously unclean or parasite infested.
6. Owners are solely and exclusively responsible for the actions of their pet(s) or the pet(s) of anyone residing in or visiting their Dwelling Unit, including, but not limited to, damage or injury to property or another person. Owners are responsible for the costs of repairing any damage to the Common Elements caused by such pet(s), including but not limited to, the cost of replacing grass, bushes, or other landscaped areas.

In addition to all other legal remedies available to the Association, owners may be assessed an enforcement assessment for violation of these policies. Pets may be ejected at the discretion of the Board if they cause or create a nuisance or detrimental effect on the Property.

### **General Guidelines for Storage Sheds:**

1. Storage sheds must be constructed using the same materials as the residence, with the exterior color and roof being the same as the residence. Natural weathering finish **is prohibited**.
2. Metal or plastic sheds **are prohibited**.

### **Specific Shed Guidelines:**

#### **Attached Sheds:**

1. This type of storage shed may be built in varying styles consistent with the architecture of the residence. The roof may be an extension of the existing roofline of the residence, or it may be of the same pitch and style as the residence, but at a different height.
2. Attached sheds must meet all the applicable City Codes and have no window or entrance from the residence.
3. Attached sheds must also satisfy all the requirements for room additions. (Refer to Guidelines for Residence Modifications and Additions in this Handbook)
4. Attached sheds must be built of the same materials and colors as the residence.
5. Attached sheds must be no closer to the side property lot lines than the main residence.

#### **Privacy Fence Sheds:**

1. Must be built as an integral part of a privacy fence. (See General Guidelines for Fences (#7) and Specific Guidelines for Privacy Fences in this Handbook.)
2. Must not exceed six feet in height on the side-walls and eight feet in height at the peak and be at least ten feet from the residence.
3. All utilities to the shed must be run underground and conform to all applicable City Codes.

#### **Free Standing Sheds:**

1. Will preferably be located in a wooded area within the Lot but may be erected in an area with minimal or no trees.
2. Must have no storage outside the shed.
3. Must be located within the side building lines of the residence.
4. Must be no closer to the rear Lot line than allowed by the applicable City Codes.
5. Must not exceed ten feet in height at the peak of the roof.
6. Must not exceed one hundred twenty square feet of floor area, calculated using the outside dimensions.
7. Must be a minimum of five feet from all Lot lines and ten feet from the residence, subject to any easements. See Section-4 Easements in this Handbook.

8. The foundation must conform to applicable City Codes for sheds of this size.
9. Must be built using the same materials and color as the residence.
10. All utilities to the shed must be run underground and conform to all applicable City Codes.
11. Any neighboring property owners whose property touches the homeowner's property (side and rear) requesting the shed, those property owners must express their approval in writing. The A&D Committee will take all comments into consideration. The Neighbor Consent Form is part of the MCA Modification Form.

### **Guidelines for Antennas:**

1. Standard TV roof antennas, designed for residential use, do not require architectural approval.
2. "Dish" Antennas are permitted as long as they conform to all Federal Standards. 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's Satellite Dish Rules and Regulations and must submit a drawing to the Board 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 Office Manager.
3. Towers and tower antennas, either roof or ground mounted or in any other location, for the purpose of sending or receiving electronic or radio signals of any kind are prohibited, except that a mast of twelve feet or less in height above the roof may be used for a standard TV antenna only if it is impossible to obtain a usable signal in any other location, including the attic of the residence.

### **Guidelines for Awnings:**

1. Awnings, including retractable, are permitted only on the rear walls of the residence. Awnings are prohibited on structures that are detached from the residence.
2. Must be of a material and color that is architecturally compatible with the residence.
3. Patio covers and pergolas are considered residence modifications and will be considered under Residence Modifications in this Handbook.

### **Guidelines for Driveways, Sidewalks, and Other Concrete**

1. Concrete is the only material permitted for driveways and public sidewalks.
2. All applicable City Codes must be followed for concrete driveways, patios, and public sidewalks.
3. Replacement driveways and sidewalks do not require A&D Committee approval so long as they are a direct replacement of what is presently in place. If a driveway is widened or the configuration changed A&D Committee approval is required.
4. Colored concrete finish is prohibited on any portion of the driveway or public sidewalk.
5. Before installing or replacing any concrete or hard finish surface, checking with the City for the necessary permits and procedures is strongly suggested.

## **Guidelines for Windows, Doors, and Roofs:**

1. Replacement windows, doors, and roofs do not require A&D Committee approval so long as they are a direct replacement of what is presently in place. If any windows, doors, and/or roof design is changed or altered, A&D Committee written approval is required.
2. Replacement with architectural asphalt shingles or metal shingles is permitted so long as they are similar in style and color as the existing roof material. If not, written A&D Committee approval is required.

## **Guidelines for Recreational Equipment, Playhouses, etc.**

1. All recreational equipment such as jungle gyms, play stations, etc. must be placed or installed in the rear yard within the side building lines of the residence and any existing easements and must be constructed in accordance with manufacturer's instructions and applicable City Codes. No part of the equipment may be used for storage. See Section-4 Easements in this Handbook.
2. Any plastic play sets (such as Little Tikes) small enough to be stored, must be stored inside a shed or garage when not being actively used.
3. Before installing recreational equipment, checking with the City for the necessary permits and procedures is strongly suggested.

## **Section 4 – Easements:**

Easements for utilities and drainage exist on many lots in Mills Creek and are reserved in favor of the Association, City, or utility companies. When these easements appear, they are usually on the rear Lot line but at times are found on side Lot lines also. Within these easements, no structure, planting, or other material should be placed or permitted to remain permanently or temporarily unless a letter of "Easement Acknowledgement" (available at the City Engineering Department) is on file at the City Engineering Department and the Mills Creek Association Office. The Owner is responsible for maintenance of the easement area (i.e. mowing, pruning, etc.). If you are uncertain if your property has an easement, you may check the County records for your property at the Lorain County Auditor website (<http://www.loraincountyauditor.com>) or visit their office.

## **Section 6 – Temporary Structures and Vehicles:**

All temporary structures shall follow applicable City Codes, and not be left standing for more than five days in a 365-day period without written A&D approval. No such temporary structure or vehicle shall be used on any Lot at any time as a residence either temporarily or permanently.

Garden enclosures: All permanent garden enclosures must be in the backyard inside the sidelines of the home and require both a city permit and prior A&D approval. These enclosures must be painted the same color as the main part of the residence. Temporary garden enclosures (such as raised beds with removable side barriers) do not need prior A&D approval nor a city permit. Chicken wire **may not** be used in either temporary or permanent enclosures. Animals **may not** be housed in these enclosures. Any such garden enclosure cannot exceed five feet in height.

Temporary covering over plants to keep animals out, such as deer, is permitted without prior A&D approval, but the covering **may not** be chicken wire.

## **Section 7 – Garage and Parking Facilities:**

Every residence shall include, an attached garage and concrete driveway sufficient to park at least one full size vehicle. No garage shall be converted by alteration or use so as to diminish its area below that

required for such purpose of parking at least one vehicle therein unless, in conjunction with such conversion, a garage with equivalent space is provided and approved under the provisions of Section 2.

### **Section 8 – Storage and Parking of Vehicles:**

No commercial vehicle, truck, tractor, mobile home, or trailer (either with or without wheels), or any other transportation device (including boats) of any kind except herein after provided shall be stored or kept within the Mills Creek Subdivision (except inside the garage with the garage door closed).

Mobile homes, boats, and campers may be parked in the driveway for no more than one (1) week, once in spring and once in fall for the purpose of preparing them for use and/or storage.

Pickup trucks and vans must be of such size as will fit within the garage attached to a Mills Creek residence with the garage door closed. Owners may park vehicles in the driveway but are encouraged to store them in their garages when the vehicles are not in use. To avoid being classified as a “Commercial Vehicle”, these vehicles must:

- If vans, have at least two rows of factory-installed seats with seat belts, windows on each side by each such row and windows at the rear
- Not be panel trucks
- Not contain or have attached to them any tools, ladder racks, ladders, snowplow brackets, snowplows, winches, or other commercial or industrial equipment
- Not have commercial or other markings and/or commercial license plates
- Not have camper tops
- When hard top roofs (“Caps”) are installed on pickups, have caps no higher than the cab roof with hard sides extending down to the tops of the truck bed walls
- When fabric cargo bed covers are installed on pickups, have covers extending no higher than the tops of the truck bed walls
- Not have equipment containers, except that one locking container permanently attached to a pickup immediately behind the cab and not rising more than four (4) inches above the sides of the truck bed is permitted if it can be, and is, kept fully closed when not in use
- Must display a non-commercial license plate

The foregoing interpretation does not change the content or legal authority of the Warranty Deed nor are the Directors legally bound by the interpretation, which may be reviewed and modified at any time.

### **Section 9 – Signs:**

No sign of any kind shall be displayed to public view on any lot except one sign of not more than five square feet offering the property “For Sale” or “For Rent.” “Sold, Contingent, and Sale Pending” signs are prohibited as these are considered advertising. This provision also prohibits “For Sale” or other signs on vehicles, or on other personal property.

Garage Sale signs require a City Permit and may be posted per City regulations. One Real Estate “Open House” sign may be posted in the front yard and on corners as necessary only during the open house. Signs left on corners will be removed and taken to the Mills Creek Office for disposal.

“Small” signs placed immediately adjacent to the front door or overhead garage door indicating that a security alarm system is installed on the property are permitted. Also permitted are small signs inside front windows identifying “Block Watch” homes. Temporary signs for graduations and birthdays are permitted, but not for more than thirty days. These interpretations do not change the content or legal authority of the Warranty Deed and may be reviewed and modified by the MCA Board of Directors at any time.

### **Section 11 – Livestock and Poultry:**

No animals, reptiles, or birds of any kind shall be raised, bred, or kept on any Lot or in any residence, except that dogs, cats, and other household pets may be kept in a residence provided that they are not kept,

bred, or maintained for any commercial purpose, nor permitted to cause or create a nuisance, disturbance, or health hazard.

## **Section 12 – Refuse/Recycle Disposal and Container Storage (Including Junk Vehicles):**

Owners and residents are prohibited from depositing garbage, waste, dead vegetation (including grass clippings and leaves), “junk”, etc. on their Lot or on any part of the subdivision, including common areas, ponds and watercourses.

Each residence has been supplied with at least two containers, one blue for trash and one green for recyclables. The cost of this service is part of your Water and Sewer bill and is mandatory. If you require more information, contact the City’s Utility Dept. at (440) 353-0843.

These containers, along with all other trash, shall be kept from public view at all times except the scheduled day of collection, which is Tuesday (unless Monday or Tuesday is a holiday, in which case it will be the next day), and after 5:00 PM the night before the scheduled day of collection. The containers should be placed at the curb on the corner of the driveway and returned to the garage or other approved storage area by no later than 9pm on the day of collection.

At all other times, the containers must be stored in the garage (preferred), at the rear of the residence, or in an “L” shaped confinement area on the side of the residence. The confinement area may be tall evergreens that do not shed their foliage in winter, or a manmade barrier (enclosed fence) no taller than five (5) feet in height constructed of wood or vinyl. If wood is chosen, it must be finished the same color as the residence. A City permit is required for the manmade barriers.

Abandoned, inoperable, dismantled, or wrecked vehicles whether an automobile, motorcycle, bus, tractor, house trailer, or truck that is classified as “Junk” are prohibited anywhere in Mills Creek except within a garage with the garage door closed. “Junk” vehicles include, but are not limited to, any vehicle that has rust covering 50% or more of its surface; any vehicle that is extensively damaged, including any of the following: a broken window or windshield or a missing tire, motor, or transmission; any vehicle that is incapable of movement under its own power; and any vehicle with expired license tags. All such “Junk” vehicles are prohibited in Mills Creek and will be reported to the City.

No lumber or other building materials, landscaping materials (mulch, stone, soil, etc.), yard work implements (mowers, wheel barrows, gardening tools, etc.), vehicle accessories (tires, wheels, pickup truck caps, snow plows, etc.), or any items that may be considered unsightly or trash, may be stored for longer than an annual one-time period, not to exceed ten (10) days, in front of the house, or on the side or rear of the house if the materials can be viewed from the street. Building materials may be stored on the property if a Mills Creek Association building permit has been issued, posted in window visible from the street, until the permit end date.

## **Section 15 – Mowing:**

The Owner of each Lot shall mow or cause to be mowed all grass or other vegetation thereon (except decorative landscaping, ground cover, and garden plants) to a height not exceeding four inches.

## **Section 18 – Exterior Maintenance:**

The Owner of each Lot shall provide reasonable exterior maintenance as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks, and other exterior improvements.

### **House/trim paint/stain:**

Before painting or staining the residence/trim, regardless of current color, written A&D Committee approval is required.

### **Firewood:**

Firewood is prohibited unless stacked neatly in the back yard if possible. If for some reason this is not practical it may be stacked at the side of the residence, preferably by the garage and away from neighbors' view. In all cases, firewood must be out of all neighbors' view as much as possible. Under no circumstance is firewood allowed to remain on the driveway or anywhere in the front yard. Improperly stacked wood may attract carpenter ants which could damage the residence or provide nesting places for rats, skunks, and other wildlife. To avoid this, stack wood at least a foot away from the residence and on raised non-wood platforms, concrete blocks, metal, etc.

### **Compost and Vegetation:**

True compost piles are permitted only if:

1. They are located at the rear of the residence, inside the side building lines of the residence.
2. They are in a compost box not larger than 3'x3'x3'

Trash piles (either above ground or in holes) containing leaves, grass clippings, and other vegetation, which are not in compost boxes, are prohibited.

Tree lawn trees must be kept pruned so that they do not overhang the sidewalk (lower than six (6) feet) or interfere with the typical operation of vehicles. When trees are cut down, stumps must also be removed.

### **Post Lamps and Holiday Decorations:**

All post lamps must be in working order and lit at night, as Mills Creek does not have streetlights. Colored or blinking bulbs are prohibited, except that for two weeks before and two weeks after a holiday a colored bulb may be used. If you put up a holiday decoration on your post lamp globe, it has to allow sufficient light to shine through, and can only be up for one week before and one week after a holiday. At all other times, a non-colored 60-watt minimum equivalent bulb (or energy efficient bulb) must be used to get the required lighting effect.

Holiday decorations must be taken down within thirty days after the holiday, weather permitting.

# FACILITIES

Residents of Mills Creek are proud of our many facilities for use by members in good standing and their families and guests. For many homebuyers, they are an important reason for buying in Mills Creek. In this section we describe the facilities and their rules and accepted practices of use. Since these sometimes change over time it is important to check with the Director, office, or person in charge of the facility for the most up-to-date versions of any rules and practices.

Properly certified and registered service and comfort animals are permitted in all Mills Creek facilities, including in the Clubhouse and on the pool decks, but, due to health concerns, not in the pools themselves.

## RECREATIONAL PERMITS

Although the Creekstone Condominium Association and Mills Creek East Homeowners Association are not affiliated with the Mills Creek Association, residents of these organizations are given the opportunity to annually purchase recreation permits, entitling them to use of the Mills Creek Association common area facilities on the same basis as Association members. The cost of this permit is equal to the Mills Creek Association annual assessment in effect at the time of purchase. Recreation permit holders do not have voting rights in The Mills Creek Association.

## CLUBHOUSE

The Clubhouse is located at 5175 Mills Creek Lane and adjoins the North Pool. The clubhouse has a large party room, a small kitchen, separate men's and women's bathrooms and showers, and a lounge area which may also be used for smaller parties. It is a NON-SMOKING FACILITY.

It is the desire and objective of the Board of Directors to make the Clubhouse an important, valuable and desirable asset to all Mills Creek residents. In order to further this objective, the Clubhouse is maintained and improved to the greatest extent financially possible. The Directors welcome any suggestions regarding the Clubhouse.

The Clubhouse is for the benefit of members of the Mills Creek Association in good standing. A modest fee is charged to Association members for the private use of the Clubhouse, because some effort must be made to offset expenses that are specific to the resident's group and not a general burden on the entire Association. The Association is not in the rental business and cannot permit rentals to outside organizations, even if a resident is a member of that outside group.

To spare the Office Personnel and the Directors the intrusion on holidays if problems arise, no parties may be held on the following days:

New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.

## Clubhouse Rental

The Office Manager schedules reservations and oversees several commercial firms under contract for essential services such as maintenance, pest control, security, and sanitation services for the clubhouse under the supervision of the Clubhouse Director, who manages the Clubhouse in the best interests of all Association members.

Any private function, such as a wedding reception, birthday party, baby or bridal shower, etc., requires the Clubhouse/Pool Reservation Application and Agreement Form to be completed and the rental fee to be paid two weeks in advance of the event. A deposit, in case of damages/clean up, is also required and will be returned after the Clubhouse has been inspected and approved by the Office Manager. Fees for a security guard may also be applicable. A member of the Association in good standing must make the reservation, sign the agreement and provide the fee and security deposit. The member must also agree to be in attendance at all times during the function. As a reminder, the Association cannot approve the rental of the Clubhouse by an Association member for outside organizations such as churches, political groups,

schools, clubs, or social and service clubs/organizations, etc.

Entrance into the pool area is strictly prohibited at any gathering in the clubhouse where alcoholic beverages are served, consumed, or present in any way.

### **Free Use of Clubhouse**

Any Mills Creek organization registered with the Office Manager can reserve the Clubhouse without charge for functions open to all residents of Mills Creek and not to non-residents, except guest speakers. The chief officer of the group should register his or her group with the Office Manager at least two weeks in advance so the Clubhouse Director can review the group to eliminate any questions as to "free" status. The Clubhouse Director will review all free groups currently registered each year. The Clubhouse Director will also review any new free group before permission is granted to schedule an event at the Clubhouse.

### **Clubhouse Rules**

Rules for the use of the Clubhouse are stated in detail in the Clubhouse/Pool Reservation Application Form and are strictly enforced. For the most up-to-date version of these rules, contact the Association office.

### **POOLS**

The Mills Creek Association maintains four pools. The North Pool and Wading Pool are located in Mills Creek North at 5175 Mills Creek Lane. The South Pool and Wading Pool are located in Mills Creek South at 5601 Mills Creek Lane. These are supervised by the Pool Director.

### **Pool Manager**

A Pool Manager is on duty to maintain and operate them in compliance with State, County, and Local health regulations; maintain safety; settle problems; and to recruit and supervise the lifeguards. MCA-sponsored swim lessons are offered each summer.

### **Rules for the Pools (Board of Health – these are safety rules, not for housing issues)**

Admission to the pools is limited to Association Members who have a current Pool Registration Form on file and who have paid the annual assessment and all fees in full and are Members-in-good-standing and their guests and paid Recreational Permit holders and their guests. A master list of Association members and permit holders will be maintained at each pool entrance. Sign-in with sub-lot numbers will be required for all members, permit holders, and guests.

Pool supervisory employees and lifeguards are responsible for the enforcement of all necessary safety rules including the following, and are instructed to suspend pool privileges for any violation:

1. The large pool and the wading pool shall be used only during the scheduled hours. The pool shall not be used when guards are not present, during rain or thunderstorms, and when the air temperature falls below 70 degrees.
2. Swimmers must be able to swim the width of the large pool (42 feet) and be at least 10 years of age in order to be admitted to the pool and play area unattended by an adult.
3. A band will be worn by swimmers who are capable of swimming the width of the large pool. These swimmers will be allowed to use the shallow end of the large pool unattended. Swimmers who can swim the length of the large pool will wear a different colored band and will be allowed complete pool usage. The lifeguards will provide these bands, after testing, as required.
4. A thorough shower is required before using the large pools. (Suntan lotions and oils destroy the pool chemicals.

5. The wading pool is for the enjoyment of non-swimmers. Anyone who uses the wading pool shall be accompanied by a guardian who shall at all times be prepared to enter the wading pool in the event the swimmer experiences any difficulty in the water. The Mills Creek Association will not be responsible for parental negligence in this respect. Incontinent individuals are prohibited from using the pool unless they are wearing appropriate protective garments, such as swim diapers.
6. Those with infections, open sores, or wearing bandages are prohibited from using the pool.
7. All running about the pool, pushing, or horseplay is prohibited. All ball playing in the pool is at the discretion of the lifeguards. Profanity and abusive language are prohibited.
8. The use of glass containers such as beverage bottles, suntan oil or any type of lotion bottles, etc., in the pool area is prohibited.
9. It is the responsibility of all individuals to dispose of their litter and garbage in the waste receptacles provided.
10. The large pool and wading pool will be cleared of swimmers under 18 years of age hourly for 15-minute rest periods. The pool will be open during these rest periods for adults only. Lifeguards and other adults will have the use of the pools during these rest periods. Children two years and under, along with their parents, will be allowed in the pool during the 15-minute rest periods.
11. With the exception of properly certified and registered service or comfort animals, no animals or pets are allowed in the pool enclosure or anywhere on the recreation grounds at any time. Service and comfort animals are not allowed in the pools themselves.
12. All persons using the pool are required to OBEY the instructions of the Pool Manager, Assistant Manager and Lifeguards. Disobedience will not be tolerated. Penalties will be at the discretion of the Pool Manager and his/her assistant and may include a pool expulsion and/or suspension of pool privileges.
13. All persons are asked not to engage in unnecessary conversation with the lifeguards on duty.
14. Alcoholic beverages are prohibited on the pool premises at any time.
15. For safety reasons, no unattended children under 8 years of age will be permitted in the bathhouses or dressing areas.
16. Bathing suits designed and sold as swimwear must be worn by ALL persons entering the water - no cut-offs are allowed.
17. Possession or use of illegal drugs will be reported to the proper law enforcement authorities immediately.
18. All guests within the pool enclosure must be registered by an adult Member in good standing.
19. Each guest under the age of 18 must have a completed Consent for Medical Treatment form signed by a parent or legal guardian which is to be given to the lifeguards on each visit to the pool, unless such guests are accompanied by a parent or legal guardian. The forms are to be taken when leaving and can be reused on the next visit as long as the information is still valid.

20. Each Lot is limited to six guests at any one time unless this requirement is waived in advance by the Pool Manager or Pool Director. Pool parties are limited to twenty-five people inside the pool area, both in and out of the pool. Pool parties are subject to the rental contract and availability.
21. Entrance into the pool area is strictly prohibited at any gathering in the clubhouse where alcoholic beverages are served, consumed, or present in any way.

## **OTHER RECREATIONAL FACILITIES**

### **Rules for the Recreational Facilities (Except Pools)**

The other recreational facilities are located in Mills Creek South Park and include:

- Playground
- Basketball Court
- Baseball Field
- Tennis Courts
- Walking Track and Exercise Area
- Picnic Area

The following rules apply to the use of the above recreational facilities:

1. All persons are asked to be courteous to those waiting to use the facilities.
2. The Walking Track is intended for walking and jogging only. No bicycles, vehicles or conveyances of any kind may be used on the track except those needed to aid in or replace walking such as wheel chairs or walkers.
3. The park closes at dusk and is not gated for easy access by police patrols and emergency vehicles.
4. All litter is to be placed in trashcans.
5. With the exception of properly certified and registered service or comfort animals, no pets are allowed.
6. The park is for members, permit holders, and their guests only.
7. All accidents and incidents must be reported to an Association Director (preferably the Grounds and Recreation Director) or the Association Office, in writing, within twenty-four hours. Damage, theft, vandalism, etc. should be reported immediately to the police and then to a Director by phone.
8. Use of outdoor facilities is dependent on weather conditions and the need for maintenance or repair.
9. Tennis courts will be open during pool hours.

The above rules are simple and involve common sense. We hope that everyone will respect them so that more stringent rules and enforcement will not be necessary.

## **GROUNDS AND RECREATION**

The Grounds and Recreation Director is responsible for maintenance, repair, operation, and improvement of all common property that Mills Creek Association owns, except the clubhouse, the pools, and pool buildings. This includes the baseball field, walking track and exercise area, tennis courts, basketball

court, playground, south and north parking lots, the woods edging the south park, the south park culvert, the stream and its banks from the south park culvert to the North Olmsted border, the entrance signs and the land at the Chestnut Ridge Road entrance, the woods and land near the Woodland Road entrance including the entrance sign, the two Center Ridge Road entrance signs and that land, the Mills Road entrance sign, all lawns and flower beds including inside the pool fences, the areas north and east of the clubhouse, the gardens and sign south of the north pool, and all fences. Responsibility for the pool fences is shared with the Pool Director.

## **SECURITY AND CIVIC CONCERNS**

The Security and Civic Director works with Mills Creek residents and the City of North Ridgeville to improve the safety and security of our community, handle any other business between Mills Creek Association and the city, and keep an eye on city activities as they affect Mills Creek Association and all its members. To accomplish this the Director maintains active communication and involvement with the rest of the city. Owners should feel free to call this Director with any concerns in these areas. This Director also maintains all Association-owned outdoor lights except the small floodlights attached to the clubhouse and pool buildings.

The predominant security problem is vandalism, which usually occurs at night. To reduce this and other types of crime, Owners should have good outside lighting. Bushes, shrubs and trees should be trimmed so windows and doors can be readily observed from the street. House numbers should be lighted and free from obstructions so police and emergency vehicles can quickly locate the home. Good locks (including deadbolts) should be used and an alarm system may be warranted. Darker areas can be illuminated by the use of motion-sensitive lighting, which is also a good choice for over the garage to help protect cars and the mailbox. It is also very important that each Owner keep his post lamp in good working order! These are our only streetlights. When your post lamp is out, it creates a dark spot on the street and stands out as an attention-getter for criminals.

The North Ridgeville Police frequently patrol Mills Creek in marked and unmarked cars and also watch for speeders. Cooperation with the police is a cornerstone of our programs. Civilian intervention in crime scenes is discouraged at all times. The police are more than happy to provide the intervention. They ask only that we call when we see something unusual going on. The police can't be everywhere at once and so they generally must respond after the fact. Crime prevention is our objective. We try to keep the "fact" from occurring in the first place through observation and reporting, not confrontation. This has extra meaning for the neighbors of Mills Creek Association's parks, pools, and other common areas. These areas can attract vandals and should be watched by the people living close by. Call the police and the Security and Civic Director or the Association Office if you observe anything unusual on Mills Creek Association common grounds. The south park closes at dusk.

By use of signs at our entrances, we give a warning that we will prosecute all law violators.

We also post signs against soliciting. Selling anything door-to-door is illegal in North Ridgeville unless the salesman is invited by the Property Owner. Collecting money for a state-registered non-profit organization, however, is legal with a city permit. If a permitted solicitor behaves inappropriately or an illegal solicitor appears, call the police immediately.

The above is not meant to give a negative impression. Mills Creek is a well-established, comfortable, neighborhood with many amenities, and it is a peaceful and safe place to live. However, it will only stay that way if we all stay involved and work together.

The Security and Civic Director is responsible for maintenance of the security post lamps that were installed by the Association to provide additional lighting in the subdivision. Owners with these lamps on their property are reimbursed by the Association for the cost of operating them and should call the Office or the Security and Civic Director if they are in need of repair.

# ACTIVITIES

## **SOCIAL ACTIVITIES**

The Social Director of the Association organizes social functions that are held throughout the year for all Mills Creek residents. Such functions may include a Halloween Party, Winter Holiday Open House, Spring Fling, Fun-in-the-Sun (summer party), or other events as determined by the Social Director. The above-mentioned activities are created to enhance our community. Residents should watch *The Grapevine* and Mills Creek web site ([www.millscreek.org](http://www.millscreek.org)) for upcoming events.

## **MILLS CREEK SWIM TEAM**

The Mills Creek Swim Team, comprised of 80 to 140 swimmers each summer, is an added benefit of living in Mills Creek, setting our Association apart from other neighborhoods in the area. It is an independent, self-supporting organization that is entirely funded by membership fees and fundraisers. Mills Creek Association contributes no money to this organization. The Swim Team carries its own insurance policy and proof of proper insurance is provided to the Association prior to the beginning of each season. A copy of the Swim Team by-laws is kept on file at the Association office. The team practices weekday mornings at the south pool before it opens.

The Mills Creek Swim Team was formed in the summer of 1969 when there were only 20 or 30 homes in our development and has been active every summer since. The team has a proud history and thousands of Mills Creek children have participated throughout the years. Several former Mills Creek swimmers have gone on to swim in high school and college, and one former swimmer was a member of the 1984 U.S. Olympic Team. The swim team is an excellent summer recreational activity for the children and teenagers of Mills Creek and their friends. It provides an opportunity for the youth of our Association to meet new friends and build relationships that could last a lifetime. It also serves as a neighborhood family social event where parents can meet the parents of other swim team members.

At this writing, the Mills Creek Swim Team belongs to the North Coast Swim League which includes teams from Amherst, Avon Lake, Bay Village, North Olmsted, Rocky River and Westlake. The season consists of six dual meets (3 home and 3 away), two invitational meets and League Championships. It is a source of community pride that our neighborhood competes successfully against sizeable suburbs.

## COLLECTION POLICY

1. All assessments are due on the 1<sup>st</sup> day of January and are considered late if not received before 1<sup>st</sup> day of February (the "Late Date").
2. An administrative late charge of \$15.00 per month will be added to any balance which remains due and owing after the Late Date. (Subject to increase upon further notice.)
3. The Association will apply any partial payments on unpaid assessments in the following order:
  - A. Interest owed to the Association
  - B. Administrative late fees or enforcement assessments;
  - C. Collection costs, attorney's fees and paralegal fees the owners association incurred in collecting the assessment; and finally,
  - D. Oldest principal amounts the owner owes for common expenses charged to the account.
4. Any unpaid assessment may result in the Association filing the lien, a suit for money judgement, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is leased, a Receiver may be appointed to collect the rents. Once judgement is obtained, the Association may proceed with post-judgement action, including bank attachment and wage garnishment.
5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws, or the Rules and Regulations, The Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

## ENFORCEMENT POLICY

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules (“Governing Documents”) as the Board, in its sole discretion may determine. The entire cost of the effectuating a legal remedy to impose compliance, including court costs and attorneys’ fees, will be assessed to the account of the responsible Owner.
- B. The Owner is responsible for any violation of The Governing Documents by the Owner, or the guests, or the occupants, including tenants, of the Owner’s home.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Owner’s account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may:
  - a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - 1. Written notice(s) will be served upon the alleged responsible Owner specifying:
    - a. A description of the property damage or violation; and
    - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
    - c. A statement that the Owner has a right to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
    - d. If applicable, a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment.
  - 2. To request a hearing, the Owner must mail or deliver a written “Request For Hearing” notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
    - a. If an Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Owner with a written notice that includes the date, time and location of the hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
    - b. At the hearing, the Board and alleged responsible Owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the Owner will be sent written notice of the Board’s decision.
    - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
  - 3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

# **Governing Documents**

**Articles of Incorporation**

**Code of Regulations**

**General Warranty Deed  
and  
Covenants and Restrictions**

The following are retyped large-print versions of the original documents. We have made every effort to assure accuracy, but we cannot guarantee it. You should always double-check with the office, the relevant Director, or the original controlling documents on any information that is vital to you!

# ARTICLES OF INCORPORATION

- OF -

## THE MILLS CREEK ASSOCIATION

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under Sections 1702.01 et seq., Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be THE MILLS CREEK ASSOCIATION.

SECOND. The place in Ohio where the principal office of the corporation is to be located is **North Ridgeville, Lorain County**.

THIRD. The purpose or purposes for which said corporation is formed are:

- (a) To carry out the functions and responsibilities, and exercise the authority, of the Association referred to in the Covenants and Restrictions for the Mills Creek Subdivisions, in North Ridgeville, Ohio to be set forth in the deeds from the Builder conveying any premises in The Mills Creek Subdivisions.
- (b) To maintain and administer the Common Properties in the Mills Creek Subdivisions, administer and enforce the Covenants and Restrictions, and collect and disburse the assessments provided for in such Covenants and Restrictions.
- (c) To own, improve, construct, operate and maintain recreation areas, playgrounds, swimming pools, common open space and street entrances, and buildings, structures, landscaping and personal property incident thereto, in or near the Mills Creek Subdivisions, for the common use and enjoyment of owners of premises within the Mills Creek Subdivisions.
- (d) Insofar as permitted by law, to do any other thing that will promote the health, safety and welfare of the residents of the Mills Creek Subdivisions generally, and their use and enjoyment of the Common Properties.

FOURTH.

Powers. In carrying out its purposes the Association may exercise all of the authority of a non-profit corporation as described in Chapter 1702 of the Ohio Revised Code.

FIFTH.

Members.

- (a) Membership. Every person or entity who is a record owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be Members, but for quorum, voting, consenting and all other rights of Members, such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves determine; each such Member shall be jointly and severally liable for the payment of the Assessments provided with respect to such Lot or Living Unit.

- (b) Voting Rights. Each lot owner shall be entitled to one vote for each Lot or Living Unit owned by him/her.
- (c) Definitions. The terms "Lot", "Living Unit", "Developer" and "Builder" shall have the meanings set forth in the Covenants and Restrictions for such terms.
- (d) Proxy. Members may vote by proxy at any annual or special meeting of the members.
- (e) Voting by Mail. Voting at elections and votes on other matters (except amendment of these Articles) may be conducted by mail.

SIXTH.

Amendment. These Articles may be amended in accordance with the Non-Profit Corporation Law of Ohio by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association at an annual or special meeting, provided that written notice of such meeting shall be given by personal delivery or by mail to all Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of the Articles will be considered and may be acted on at such meeting. No such amendment shall conflict with the provisions of the Covenants and Restrictions.

SEVENTH.

Incorporation of Association. These Articles are filed and THE MILLS CREEK ASSOCIATION formed as an Ohio corporation not for profit, pursuant to Section 1702.08 of the Ohio Revised Code, by due authorization of the unincorporated association heretofore existing under the name of the Mills Creek Association, by a majority vote of the voting members (and each class thereof) of said unincorporated association present at a duly-convened meeting the purposes of which was stated in the notice of the meeting.

Upon the filing of these Articles under Section 1702.08 of the Ohio Revised Code, such unincorporated association shall become a Class A member of such corporation and each Class B member of such incorporated association shall become a Class B member of such corporation.

EIGHTH.

The following persons, not less than three, shall serve said corporation as Directors until the first annual meeting or other meeting called to elect Directors.

IN WITNESS WHEREOF, we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_ 1996.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# CODE OF REGULATIONS

## THE MILLS CREEK ASSOCIATION

\*(Revised Oct. 27, 1975)

\*\* (Revised Nov. 1, 1976)

\*\*\* (Revised Jan. 21, 1999)

### ARTICLE I

#### MEETING OF MEMBERS

\*\*\***Section 1. Regular Meetings.** An Annual meeting of Members shall be held in the month of October in each year on such date and at such time and place as the Directors shall determine, for the election of Directors and the consideration of reports to be laid before such meeting, and for the transaction of such other business as may be specified in the notice of meeting.

**Section 2. Special Meetings.** Special Meetings of Members may be held, to be called by the President or by a Vice President, or by a majority of the Directors by action with or without a meeting, or by Members of the Association entitled to vote not less than one quarter (1/4) of the total voting power thereof, in writing, requesting the President or a Vice President to call such special meeting.

**Section 3. Notice of Meetings.** In general, written notice of all meetings of members shall, unless waived, be given either personally or by depositing a copy in the mail, first class postage prepaid, at least fifteen (15) and less than thirty (30) days before the date determined for such meeting to each Member at his address as it appears on the records of the Association. Written notice of meetings at which action for which different notice requirements are expressly set forth in the Covenants and Restrictions, Articles of Incorporation (should this Association become incorporated and these Regulations adopted) or these regulations, shall be governed by such applicable express provisions.

\***Section 4. Quorum.** To constitute a quorum at any meeting of Members, there shall be present in person or by proxy persons entitled to vote not less than 15% of the voting Members. If there shall be no quorum at the time for which any meeting shall have been called, the Meeting may be adjourned from time to time by a majority of the Members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

**Section 5. Vote of Members.** Members shall have such voting rights as are set forth in ARTICLE FIFTH of the Articles of Incorporation. The affirmative vote in person or by proxy of those persons entitled to cast a majority of the votes at any meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles or these Regulations.

When more than one person holds an interest in a Lot or Living Unit, but only one of such persons attends or votes at a Meeting of Members, such attendance shall be counted for quorum purposes as the attendance of all such interest-holders for such Lot or Living Unit, and such vote shall be counted for voting purposes as the vote of all such interest-holders for such Lot or Living Unit.

**Section 6. Proxies.** Any Member may authorize the spouse of such Member (whether or not such spouse is a Member), or any other Member, by written proxy to vote for him on one or more questions prior to or at the time of the meeting for which given. No proxy shall extend beyond the adjournment of the meeting for which given, at which a quorum was present (but if there shall be no quorum at the time for which any meeting shall have been called, and the meeting is adjourned from time to time until a quorum shall attend, such proxy shall continue to be valid at any such adjourned meeting). A proxy shall automatically cease upon termination of the Member's interest as owner of any Lot or Living Unit in the Mills Creek Subdivisions.

## ARTICLE II

### DIRECTORS

**\*Section 1. Number.** The number of Directors of this Association shall be nine (9).

**\*Section 2. Election of Directors.**

**\*(a)** At the annual meeting of the Members, the Members shall elect nine (9) Directors. The term of office of the Directors shall be two (2) years. Five (5) Directors shall be elected one year and four (4) Directors the next, except for the year the change goes into effect. That year six (6) will be elected, however, the Director who receives the lowest number of votes shall be elected for one (1) year. That particular Director will be eligible to run for a consecutive term. At the following year's meeting (after the change goes into effect) there shall be elected four (4) Directors. At each Annual Meeting of Members, Directors shall be elected to replace the Directors whose terms expire on the date of such meeting. Each Director must be a Member or spouse of a Member of the Association. No Director except a successor Director who has been appointed by the Board of Directors to complete the term of office of an elected Director as provided in Subparagraph (e) below shall serve consecutive terms of office as a Director.

**\*\* (b)** Prior to each Annual Meeting of Members, the Board of Directors shall nominate at least as many members as candidates for election to the Board for the ensuing year as there are vacancies on the Board in such ensuing year, endeavoring to maintain reasonably proportionate geographic representation. The written notice of each Annual Meeting shall state the number of vacancies in the Board to be filled and the names of those Members nominated as candidates by the Trustees.

(c) Any ten (10) Members, by a written notice signed by them and given by personal delivery or by mail to the Secretary before the date of each Annual Meeting of Members, may nominate an additional candidate for election to the Board to fill any such vacancy for the ensuing year. Any number of nominations may be made by separate written notices in such manner, but no Member shall be entitled to sign more than one such written notice and in the event of any such duplicate signing, the signature of such Member shall be disregarded on all such written notices upon which it appears.

(d) The election may be made by written or oral ballot, in accordance with such procedure as the Board of Trustees from time to time shall adopt.

(e) Except when a Director dies, is removed or resigns from office, or ceases to reside in the Mills Creek Subdivisions, a Director shall serve until his successor has been elected. Vacancies in the Board of Directors caused by death, removal, resignation or change of residence shall be filled by a majority vote of the remaining Directors until the next succeeding Annual Meeting of Members, at which a successor Director shall be nominated and elected as herein before provided to serve the interim period until the next annual meeting to complete the term respecting such vacancy, and a

Director elected by the Members to complete a term respecting a vacancy may be elected by the Members to a regular term of office as Director upon the expiration of his term as a successor Director.

**Section 3. Meetings of Directors.** Regular meetings of the Board of Directors shall be held as the Board may designate. Special meetings of the Board of Directors may be called by the President or by a Vice President or by any three (3) Directors. Meetings of the Directors may be held at any place within Lorain County, Ohio. Notice of the time, place and purposes of any such meeting, unless waived shall be three (3) days prior to the time of such meeting.

**Section 4. Quorum.** To constitute a quorum at any meeting of the Directors there shall be present not less than a majority of the Directors then in office, but if at any meeting of the Directors there shall be present less than a quorum, a majority of those present may adjourn the meeting from time to time without any notice other than by announcement at the meeting, until a quorum shall attend. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Directors.

**Section 5. Duties of Directors.** It shall be the duty of the Directors to provide for the execution and discharge of the function and responsibilities of the Association set forth in the Covenants and Restrictions, including (but not limited to) the responsibility to levy annual assessments; to propose special assessments when appropriate; to collect all assessments and charges; to enforce the Covenants and Restrictions; to adopt and enforce rules and regulations governing the use of the Common Properties; to prepare a roster of the Lots and Living Units in the Mills Creek Subdivisions and a list showing the status of payment of assessments applicable thereto, require the bonding of all officers and other persons regularly handling Association funds, the premiums for which shall be paid by the Association from the Annual Assessment; to provide for the publication and distribution to members of notices, rules and the regulations and other information (including, in the discretion of the Board of Directors, general social information of interest to Association Members); and to inform new residents of their privileges and obligations as members of Lots or Living Units in the Mills Creek Subdivisions.

## **ARTICLE III**

### **WAIVER OF NOTICE OF MEETINGS OF MEMBERS OR DIRECTORS**

Notice of the time, place and purposes of any meeting of Members or Directors, as the case may be, whether required by law, the Articles or this Code of Regulations, may be waived in writing, either before or after the holding of such meeting, by any member, or by any Director, which writing shall be filed with or entered upon the records of the meeting. Any Member or any Director shall be deemed to have waived notice of a meeting by attending such meeting without protesting prior to or at the commencement of the meeting, the lack of proper notice, or by voting, including by proxy or by mail, at such meeting.

## **ARTICLE IV**

### **OFFICERS**

**Section 1. Number.** The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other additional Vice Presidents and officers as the Trustees may deem necessary. The President shall be a Director but the remaining officers may be elected from Members of the Association and non-Members. All officers and assistant officers shall be elected by the Directors at their regular meeting in each year next following the annual meeting of the Members, or at any other meeting called for such purpose, and shall, unless otherwise provided by the Directors hold office for one (1) year and until their respective successors shall have been elected.

**Section 2. Duties.** In general, the officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified from time to time by the Directors regardless of whether such authority and duties are customarily incident to such office. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer and the President or Vice President shall sign all checks and notes of the Association. The Treasurer shall keep proper books of account and shall make or cause to be made annual audit of the Association books at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## **ARTICLE V**

### **COMMITTEES**

**Section 1. Standing Committees.** The standing committees of the Association shall be:

The Nomination Committee  
The Recreation Committee  
The Maintenance Committee  
The Architectural Control Committee  
The Audit Committee

The Board of Directors may appoint and discontinue such other standing or special committees as it deems desirable.

**Section 2. Nominating Committee.** The Nominating Committee shall submit recommendations to the Directors for candidates for Directors and officers of the Association.

**Section 3. Recreation Committee.** The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

**Section 4. Maintenance Committee.** The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and facilities of the Mills Creek Association, and shall perform such other functions as the Board, in its discretion, determines.

**Section 5. Architectural Control Advisory Committee.** The Architectural Control Advisory Committee shall, in cases when requested by the Board of Directors, submit to the Board advisory opinions or recommendations concerning the propriety of the plans and specifications of any proposed structure or alteration which is submitted to it. In addition, it may advise the Board of Directors regarding any proposals, programs or activities which come to its attention and which may adversely affect the residential value of the properties in the Mills Creek Subdivision.

**Section 6. Audit Committee.** The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex-officio member of the Committee.

**Section 7. Committee Reports.** Each committee shall keep a record and account of its proceedings and transactions. Except as otherwise required by these Regulations all actions by any Committee shall be reported to the Board of Directors at the Board's meeting next succeeding such action, and shall be subject to control, revision, and alteration by the Board of Directors; provided that no rights of third persons shall be prejudicially affected thereby if the original action of the committee was within the scope of its authority and responsibility. Each committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board of Directors, and it shall also meet at the call of the President of the Association. Unless otherwise provided by such rules or such resolutions, the provisions of Article II, Section 3, relating to the notice required to be given for special meetings of the Board of Directors shall also apply to meeting of each committee. A majority of the committee shall be necessary to constitute a quorum. Each committee may without a meeting act in writing or by telegram or by telephone with written confirmation. No such action without a meeting shall be effective unless concurred in by all members of the committee. Vacancies in each committee shall be filled by the Board of Directors or as the Board may provide.

## **ARTICLE VI**

### **INDEMNIFICATION**

**Section 1.** Each Director and each officer of this Association shall be indemnified by the Association against any judgments, decrees, fines, penalties, costs and expenses, including reasonable attorney's fees, witness and jury fees, and amounts paid in settlement in connection with the defense of any pending or threat-ened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such Director or officer, except judgments, decrees, fines, penalties, costs, expenses, and settlements incurred in relation to matters as to which he is determined to have been derelict in the per-formance of his duty as such Director or officer.

**Section 2.** For the purpose of this Article, any such Director or officer shall conclusively be deemed not to have been derelict in the performance of his duty as such if a majority or quorum of the Board of Directors comprised of those Directors who are not involved in the action, suit or proceeding, or if there be no such quorum, a committee of disinterested persons (excluding therefrom any Directors or officers) selected as hereinafter provided, shall determine:

- (a) That such Director or officer was not and has not been adjudicated to have been negligent or guilty of misconduct in the performance of his duty to this Association; and
- (b) That such Director or officer acted in good faith in what he reasonably believed to be the best interest of such Association; and
- (c) That, in any matter the subject of a criminal action, suit, or proceeding, such Director or officer, had no reasonable cause to believe that his conduct was unlawful.

For the purpose of this Section of this Article the word "adjudicated" shall mean and include only a final judicial determination entered in a court of record, which determination shall have required the finding by the trier of fact as an ultimate fact, that such Director or officer was negligent or guilty of misconduct in the performance of his duty to the Association, or which determination shall have been based upon a plea of "guilty" in a case where an essential element of the charge against the defendant was his negligence or misconduct in the performance of his duty to the Association.

For the purpose of this Article, the committee of disinterested persons shall be selected by unanimous action of the disinterested Director or Directors, or, if there be no disinterested Director or Directors, by the highest ranking disinterested officer of the Association. No less than three (3) persons shall be selected in any case. A person shall be deemed disinterested in a matter if he had no interest therein other than as a Director, Officer or Member of the Association. The Association may pay the fees and expenses of the Director, or other persons, as the case may be, incurred in connection with making a determination as above provided.

**Section 3.** Each employee, and each retired employee, who is or has been party to a written agreement (excluding agreements to union contract) may be identified in the same manner and to the same extent as provided above for a Director or Officer.

**Section 4.** The rights of indemnification herein provided shall be severable, shall not be exclusive of other rights to which any Director, Officer, employee or retired employee may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director, Officer, employee or retired employee and shall inure to the benefit of the heirs, executors and administrators of such person.

## **ARTICLE VII**

### **MISCELLANEOUS**

**Section 1.** The Secretary of the Association shall keep or cause to be kept a record, which may be included in the book containing the minutes of proceedings of Members and Directors, in which shall be recorded the names and addresses of all Members and Directors. There shall also be recorded therein the date upon which each Member or Director became such, and upon termination of any membership or Directorship for any cause, the facts relating thereto, together with the date of termination. Each Member and Director, upon his becoming such, shall forthwith advise the Secretary of his then address and likewise shall promptly report to him any change in his address.

**Section 2.** The Association shall have no seal.

**Section 3.** The Association's fiscal year shall be determined by the Directors.

## **ARTICLE VIII**

### **AMENDMENT OF REGULATIONS**

This Association may adopt and amend Regulations by the affirmative vote of those entitled to exercise a majority of the voting power.

# GENERAL WARRANTY DEED

MILLS CREEK HOMES, INC., an Ohio corporation, the Grantor, of Lorain County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to

the Grantee, whose tax mailing address is

the following real property:

subject to taxes and assessments not yet due and payable; utility easements and such zoning or other governmental restrictions as may be imposed by public authority; and the Covenants and Restrictions hereinafter set forth.

Prior Instrument Reference: Volume ..... , Page..... ..... of the deed Records of Lorain County, Ohio.

This Deed is executed and delivered pursuant to a general plan for the residential development of the parcels of land known collectively as The Mills Creek Subdivisions as hereinafter described, in which the premises hereby conveyed are located, in accordance with uniform covenants and restrictions; and the Grantor and Grantee, for the benefit of the Grantor, the Grantee and any person who may now be or hereafter become the owner of any interest in the premises hereby conveyed or in any other premises within The Mills Creek Subdivisions, deriving title from, through or under the Grantor or Grantee, hereby covenant and agree that the premises hereby conveyed and all other premises within The Mills Creek Subdivisions shall be held by all such persons subject to the following Covenants and Restrictions:

# COVENANTS AND RESTRICTIONS FOR THE MILLS CREEK SUBDIVISIONS

## ARTICLE I

### Definitions

#### Section 1.1

The following words when used in these Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings:

- (a) **"Association"** shall mean and refer to The Mills Creek Association, an unincorporated Ohio association (which may hereafter, but need not, become an Ohio corporation not for profit), formed for the purpose of maintaining and administering the Common Properties in The Mills Creek Subdivisions, providing services of general benefit to the owners of premises within The Mills Creek Subdivisions, administering and enforcing these Covenants and Restrictions, collecting and disbursing the assessments and exercising other functions hereinafter provided for.
- (b) **"The Mills Creek Subdivisions"** shall mean and refer to the property described in Article II, and any additions made thereto in accordance with Article II.
- (c) **"Common Properties"** shall mean and refer to any area, or areas of land designated as "Recreation Site" or "Common Property" on any recorded subdivision plat of The Mills Creek Subdivisions and intended to be devoted to the common use and enjoyment of all the owners of premises within The Mills Creek Subdivisions.
- (d) **"Builder"** shall mean and refer to Mills Creek Homes, Inc., and its successors and assigns.
- (e) **"Developer"** shall mean and refer to Saul S. Biskind and his heirs, legal representatives, devisees and assigns.
- (f) **"Living Unit"** shall mean and refer to any building, or any portion of a building, or any unit of Condominium Property, situated within The Mills Creek Subdivisions, designed and intended for use and occupancy as a residence by a single family.
- (g) **"Lot"** shall mean and refer to any subplot shown upon any recorded subdivision plat of The Mills Creek Subdivisions.
- (h) **"Multifamily Structure"** shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.
- (i) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated within The Mills Creek Subdivisions, at any time during the term of these Covenants and Restrictions but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- G) **"Member"** shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section I, hereof.

## ARTICLE II

### Property Subject to Covenants and Restrictions:

#### Additions Section 1. Existing Property.

The property comprising The Mills Creek Subdivisions, all of which is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Covenants and Restrictions is located in the City of North Ridgeville, Ohio; shall hereinafter in this Article II be referred to as "Existing Property"; and is more particularly described as follows:

- (a) Mills Creek Subdivision Section "A", as shown by the plat of said Subdivisions recorded in Lorain County Plat Records, Volume 25, Page 11;
- (b) Mills Creek Subdivision Section "B", as shown by the plat of said Subdivisions recorded in Lorain County Plat Records, Volume 25, Pages 24 and 25;
- (c) Mills Creek Subdivision Section "C", as shown by the plat of said Subdivisions recorded in Lorain County Plat Records, Volume 25, Pages 26, 27, and 28;
- (d) Mills Creek Subdivision Section "D", as shown by the plat of said Subdivisions recorded in Lorain County Plat Records, Volume 25, Pages 37 to 42 and Volume 26, pages 62 to 71;
- (e) The following parcel of real property which, when subdivided, will be designated Mills Creek Subdivision Section "E":

Situated in the City of North Ridgeville and the State of Ohio: and known as being part of Original North Ridgeville Township Lot No. 5 and bound and described as follows:

Beginning at the point of Intersection of Barton Road and Lorain, Cuyahoga County Line-  
Thence Southerly along County Line on a bearing of S 1° 36'26" East 500.0 feet to Iron Pin;  
Thence continuing on same line 51.96 feet to stone monument;  
Thence S 1° 23'32" East 2101.85 feet;  
Thence Westerly on bearing of S 44° 41'33" West 373.08 feet; Thence Northerly on bearing of N 38° 59'22" West 296.55 feet; Thence on bearing of N 33° 07'05" West 1250.56 feet;  
Thence Westerly on bearing of S 87° 49'01" West 986.84 feet; Thence Northerly on bearing of N 0° 02'45" West 2097.87 feet;  
Thence Easterly on bearing of N 87° 51'27" East 529.39 feet;  
Thence Southerly on bearing of S 0° 47'55" East 91.17 feet;  
Thence Easterly on a bearing of N 87° 44'23" East 212.38 feet; Thence Northerly on a bearing of N 0° 55'24" West 68.58 feet;  
Thence Easterly on bearing S 57° 06'52" East 240.0 feet;  
Thence Southerly on bearing S 0° 55'15" East 135.97 feet;  
Thence Easterly on bearing N 87° 48'51" East 102.85 feet;  
Thence Northerly on bearing of N 1° 21'02" West 440.43 feet to centerline of Barton Road;  
Thence Easterly along centerline of Barton Road on bearing of S 57° 14'23" East 299.54 feet;  
Thence Southerly on bearing of S 29° 59'55" West 291.45 feet;  
Thence Easterly on bearing S 60° 01'47" East 131.24 feet;  
Thence on bearing of S 87 22'15" East 107.25 feet;  
Thence Northerly on bearing of N 1° 16'16" West 124.87 feet; .  
Thence on bearing of N 3° 42'29" East 146.59 feet to center line of Barton Road;  
Thence Easterly along center line of Barton Road on Bearing of S 60° 16'00" East 97.07 feet;  
Thence Southerly on bearing of S 1° 17'49" East 1063.52 feet;  
Thence Easterly on bearing of N 87° 39'30" East 400.43 feet;  
Thence Northerly on bearing of N 1° 16'10" West 195.33 feet;  
Thence Easterly on bearing of N 88° 28'57" East 200.89 feet to Iron Pin;  
Thence Northerly on bearing of N 1° 36'26" West 500.0 feet to point of beginning and to include more or less 101.82 acres.

## **Section 2. Additions to Existing Property.**

- (a) Additional real property may, upon approval by the Association, become subject to these Covenants and Restrictions provided that any such proposed addition is adjacent to the Existing Property (or to any property added thereto in accordance with this Article II). Property abutting or located across a street or highway from any portion of the Existing Property, or added property, or located within one hundred (100) feet from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.
- (b) Any such addition shall be made by filing of record a deed, agreement or other instrument in form approved by the Association which shall extend the scheme of these Covenants and Restrictions to such additional property. Such instrument may contain such complementary additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such instrument revoke, modify or add to the Covenants and Restrictions established by this deed within the Existing Property, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.
- (c) Upon merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving association or corporation pursuant to a merger; any such transfer or addition of real property shall be evidenced of record by a deed with appropriate recitals. The surviving or consolidated association or corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this deed within the Existing Property except as hereinafter provided.

NOTE: In accordance with the above Section 2 of this Article II, the Mills Creek West Subdivision properties were added to the Association by action of The Board of Trustees by resolution dated September 22, 1988, and by action of the Developer of the Mills Creek West Subdivision. Mills Creek West is built on property that is part of Section "D" above.

## **ARTICLE III**

### **Membership and Voting Rights in the Association**

#### **Section 1. Membership.**

Every person or entity who is a record owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be Members, but for quorum, voting, consenting and all other rights of Members such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves determine; each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

#### **Section 2. Voting Rights.**

The Association shall (until December 31, 1972 and thereafter until the occurrence of an event specified below) have two classes of voting membership:

**Class A.** Class A Members shall be all Members with the exception of the Developer and Builder. Each Class A Member shall be entitled to one vote for each Lot or Living Unit owned by him.

**Class B.** The Class B Members shall be the Developer and the Builder. Each Class B Member shall be entitled to three votes for each Lot or Living Unit owned by him or it, provided that Class B membership shall cease and become converted to Class A membership on the happening of any of the following

events, whichever occurs earlier:

(a) When (but not before December 31, 1972) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership as computed upon the basis set forth above; or

(b) On December 31, 1975.

From and after the happening of the earlier or these events, each Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot or Living Unit owned by him or it. For purposes of determining the votes allowed under this Section, when a Lot is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted and the Lot shall not be counted.

### **Section 3. Articles and Regulations of Association.**

If the Association is incorporated, the Articles of Incorporation, and Regulations of the Association may contain any provisions, not in conflict with these Covenants and Restrictions, as are permitted to be set forth in such Articles and Regulations by the Non-Profit Corporation Law of Ohio as from time to time in effect.

## **ARTICLE IV**

### **Property Rights in the Common Properties**

#### **Section 1. Members' Easements of Enjoyment.**

Subject to the provisions of Section 3 of this Article IV, every Member shall have a right (for himself, his immediate household and guests) and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

#### **Section 2. Title to Common Properties.**

The Developer or the Builder may retain the legal title to the Common Properties until such time as improvements thereon have been completed and until such time as, in the opinion of the Developer or the Builder (whichever is the owner at such time) the Association is able to maintain the same, but the Common Properties shall be conveyed to the Association not later than December 31, 1975.

#### **Section 3. Extent of Members' Easements.**

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer, and of the Association to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and
- (c) The right of the Association to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment rights of any Member and his household and guests for any period during which any assessment remains unpaid, and for any infraction of such rules and regulations; and
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) The right of the Association to issue annual permits to non-Members for the use of all or a part of the Common Properties, when and upon such terms as may be determined from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and
- (f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association, and if there

be more than one class of membership then by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting, stating that such a dedication or transfer will be considered at such meeting.

## **ARTICLE V**

### **Covenant for Maintenance Assessments**

#### **Section 1. Creation of the Lien and Personal Obligation of Assessments.**

Each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, and each such Lot or Living Unit owned by any Owner shall be subject to a lien in favor of the Association securing (1) an annual assessment for the continued operation, maintenance and repair of the Common Properties and for the Association's performance of its other functions and responsibilities; and (2) special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment; provided, however, the Developer and Builder shall only be obligated to pay an assessment, and any Lot or Living Unit owned by either of them shall only be subject to such lien, with respect to completed Living Units leased or rented by the Developer or Builder to another person. Each assessment shall be in the same amount for each Lot or Living Unit. When a Lot is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted for determining the amount of assessment payable, and the Lot shall not be counted. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon such Lots and Living Units and if not paid within thirty (30) days after their due date the Association shall have a lien upon the Lot and Living Unit for which such assessment has not been paid, and upon the ownership interest of the Owner of such Lot and Living Unit.

#### **Section 2. Annual Assessments.**

The annual assessment shall be levied annually by the Directors, prior to the date of the annual meeting of the Members, in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members the amount of the annual assessment as levied by the Directors may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. In no event, however, shall the annual assessment for years beginning prior to January 1, 1972 exceed Ninety Dollars (\$90.00) per Lot or living Unit.

#### **Section 3. Special Assessments.**

Special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

#### **Section 4. Due Dates of Assessments: Defaults.**

The due date of the annual assessment shall be January 1 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If an annual or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the date at the rate of Eight Per Cent (8%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or

alternatively) may foreclose the lien against the property, and in the event a judgement is obtained, such judgement shall include interest on the assessment or installment amount as above provided, together with the cost of the action.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

**Section 5. Statement of Unpaid Assessments or Charges.**

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit in The Mills Creek Subdivisions may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

**Section 6. Exempt Property.**

The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Properties as defined in Article I, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no Lot or Living Unit devoted to dwelling use shall be exempt from said assessments or liens.

**ARTICLE VI**

**Protective Covenants**

**Section 1 Land Use.**

No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any Lot or in any Living Unit except such as may be permitted by the Association, except that

- (a) The Developer or Builder may perform or cause to be performed such work as is incident to the completion of the development and improvement of The Mills Creek Subdivisions or to the sale or lease of units owned by the Builder.
- (b) An Owner or agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot or Living Unit.

**Section 2. Architectural Control.**

No building, fence, wall or other structure shall be erected, placed or altered within The Mills Creek Subdivisions, except by the Builder or Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**Section 3. Re-subdivision.**

No Lot as shown on any recorded subdivision plat of The Mills Creek Subdivisions shall be further subdivided without the approval of the Board of Directors of the Association by the affirmative vote of a

majority of the authorized number of Directors at a meeting held after not less than thirty (30) days' notice of such meeting and the purpose thereof has been given to the Directors and to the Owners of all Lots contiguous to the Lot proposed to be so re-subdivided.

**Section 4. Easements.**

Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer and Builder jointly until December 31, 1975 and thereafter in favor of the Association, over the rear ten (10) feet of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements therein for which a public authority or public utility is responsible. The Developer and Builder jointly until December 31, 1975, and thereafter the Association, shall be empowered to assign such easements to the municipality or to appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Lot at any place as required in order to make any such installation or maintenance within the easements.

**Section 5. Nuisances.**

No noxious or offensive activity shall be carried on upon any Lot nor within any living Unit, nor upon the Common Properties, nor shall anything be done thereon or therein, either willfully or negligently, which may be or become an annoyance or nuisance to the neighborhood.

**Section 6. Temporary Structures.**

No temporary building or structure (including without limitation tents, shacks and storage sheds) shall be erected or placed upon any Lot without the prior approval of the Board of Directors of the Association. No such temporary building or structure, nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence either temporarily or permanently.

**Section 7. Garage and Parking Facilities.**

Every Living Unit shall include, or have provided for it on the Lot on which it is located, a garage sufficient to store at least one full-size automobile, and an accessory paved driveway; and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved under the provisions of Section 2.

**Section 8. Storage and Parking of Vehicles.**

No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), or any other transportation device of any kind except as hereinafter provided, shall be stored or kept within The Mills Creek Subdivisions. Private automobiles may be stored in a garage, or parked in a paved driveway or in a parking space, provided such garage, driveway or parking space conforms to the requirements of Section 7, when incident to the residential use of the Lot upon which such garage or driveway is situated or to the Living Unit for which such parking space is provided. Boats, and travel trailers, when incident to the residential use of an Owner or tenant of a Living Unit, may be stored in a garage upon the Lot provided such garage conforms to the requirements of Section 7.

**Section 9. Signs.**

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Builder to advertise the property during the construction and sales period.

**Section 10. Oil and Mining Operations.**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 11. Livestock and Poultry.**

No animals or birds of any kind shall be raised, bred or kept on any Lot or in any Living Unit, except that dogs, cats and other household pets may be kept in Living Units provided that they are not kept, bred, or maintained for any commercial purpose, nor permitted to cause or create a nuisance or disturbance.

**Section 12. Garbage and Refuse Disposal.**

No Owner, occupant or tenant of any Lot or Living Unit shall deposit or leave garbage, waste, putrid

substances, junk or other waste materials on such Lot or on any other part of The Mills Creek Subdivisions or on any public street or other public property or in any lake, pond or water course, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such Owner. An Owner, occupant or tenant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such Lot or Living Unit, provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse except on the day scheduled for garbage and rubbish collection for such Lot or Living Unit shall be kept from public view.

As used in this Section 12, "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and, without limiting the generality of the foregoing, shall include junk; waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products, and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, and other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof, no longer in use, or if unused, those discarded or abandoned.

As used in this Section 12 "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

#### **Section 13. Water Supply.**

No private water-supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Lorain County Board of Health (and any other local public health authority having jurisdiction). Approval of such system as installed shall be obtained from such authorities.

#### **Section 14. Sewage Disposal.**

No sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Lorain County Board of Health (and any other local public health authority having jurisdiction). Approval of such system as installed shall be obtained from such authorities.

#### **Section 15. Mowing.**

The Owner of each Lot shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

#### **Section 16. Sight Distance at Intersections.**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### **Section 17. Land Near Parks and Water Courses.**

No building shall be placed nor shall any material or refuse be placed or stored on any Lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

#### **Section 18. Exterior Maintenance.**

The Owner of each Lot and Living Unit shall provide reasonable exterior maintenance upon each such Lot and Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior

building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.

**Section 19. Correction by Association of Breach of Covenant.**

If the Board of Directors of the Association, after giving reasonable notice to the Owner of the Lot or Living Unit involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of three-fourths (3/4) of the authorized number of Directors that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, shall enter upon the Lot involved (but not into any Living Unit) and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot or Living Unit upon which such corrective work is done, and shall become a lien upon such Lot and Living Unit and the obligation of the Owner, and immediately due and payable, in all respects as provided in Article V hereof.

Any Owner or a Lot or Living Unit affected by such a determination of the Directors to correct a breach of covenant pursuant to this Section 19 may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner of the Lot or Living Unit involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten-day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten-day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, and if there be more than one class of membership then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all Members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

## ARTICLE VII

### Duration, Waiver, and Modification

#### Section 1. Duration and Provision for Periodic Modifications.

These Covenants and Restrictions shall run with the land, and shall inure to the benefit of and be enforceable by and against the Association, the Developer and Builder and any other Owner of land within The Mills Creek Subdivisions, their respective legal representatives, heirs, devisees, successors and assigns, until December 31, 1987, after which time said Covenants and Restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or cancelled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

#### Section 2. Modifications by Developer and Builder.

Until December 31, 1972, the Developer and Builder jointly shall be entitled to modify any of the provisions of these Covenants and Restrictions or to waive any of such provisions, either generally or with respect to particular property, if in their judgment the development or lack of development of The Mills Creek Subdivisions requires such modification or waiver, or if in their judgment the purposes of the general plan of development will be better served by such modification or waiver, provided that the Developer and Builder may not, pursuant to this Section 2, increase the maximum annual assessment provided by Section 2 of Article V for years beginning prior to January 1, 1972. Promptly following any modification of these Covenants and Restrictions adopted pursuant to this Section 2, the Developer and Builder shall execute and record an instrument reciting such modification.

#### Section 3. Other Modifications.

These Covenants and Restrictions may be modified, effective on the ninetieth day following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise Ninety Per Cent (90%) of the voting power of the Association provided that written notice shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

## ARTICLE VIII

### General Provisions

#### Section 1. Notices.

Any notice required to be sent to any Member or Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed, postpaid, by regular mail to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

#### Section 2. Enforcement.

Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Section 3. Services Provided by Association.

The Association, in addition to its performance of the functions and responsibilities herein above provided for it, may provide other services determined by the Trustees to be of general benefit or utility to the Owners of premises within The Mills Creek Subdivisions, including, without limitation, the services of

refuse collection and disposal in lieu of or supplementary to municipal refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

**Section 4. Severability.**

Invalidation of any one of these Covenants and Restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

WITNESS the hand of the Grantor, MILLS CREEK HOMES, INC., by its duly authorized officer this

.....day of ....., 19.....

Signed and acknowledged in the presence of:

MILLS CREEK HOMES, INC.

By .....

STATE OF OHIO )

) SS.

COUNTY OF LORAIN )

Before me, a Notary Public in and for said County, personally appeared the above named MILLS CREEK HOMES, INC.

by ....., its .....

who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

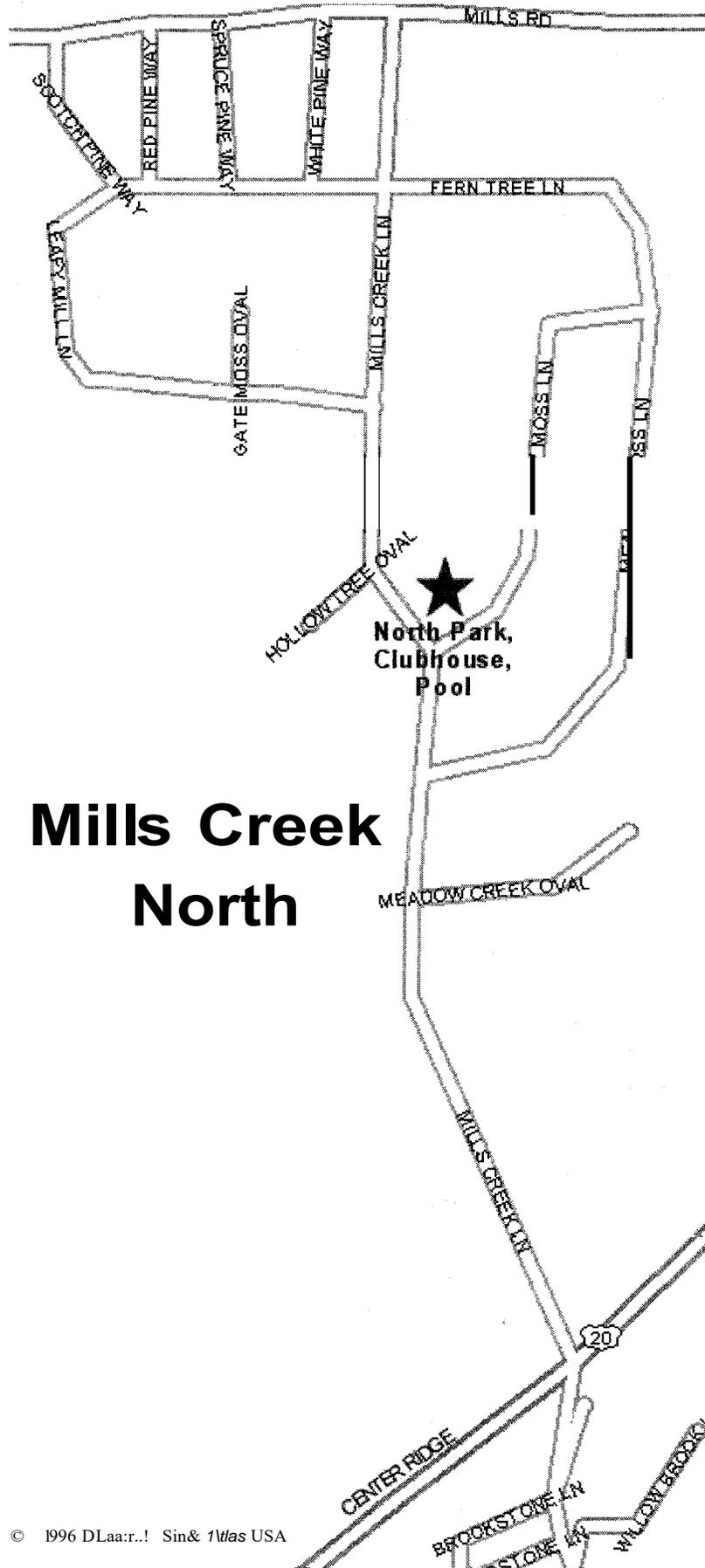
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at .....,

Ohio, this ..... of ....., 19.....

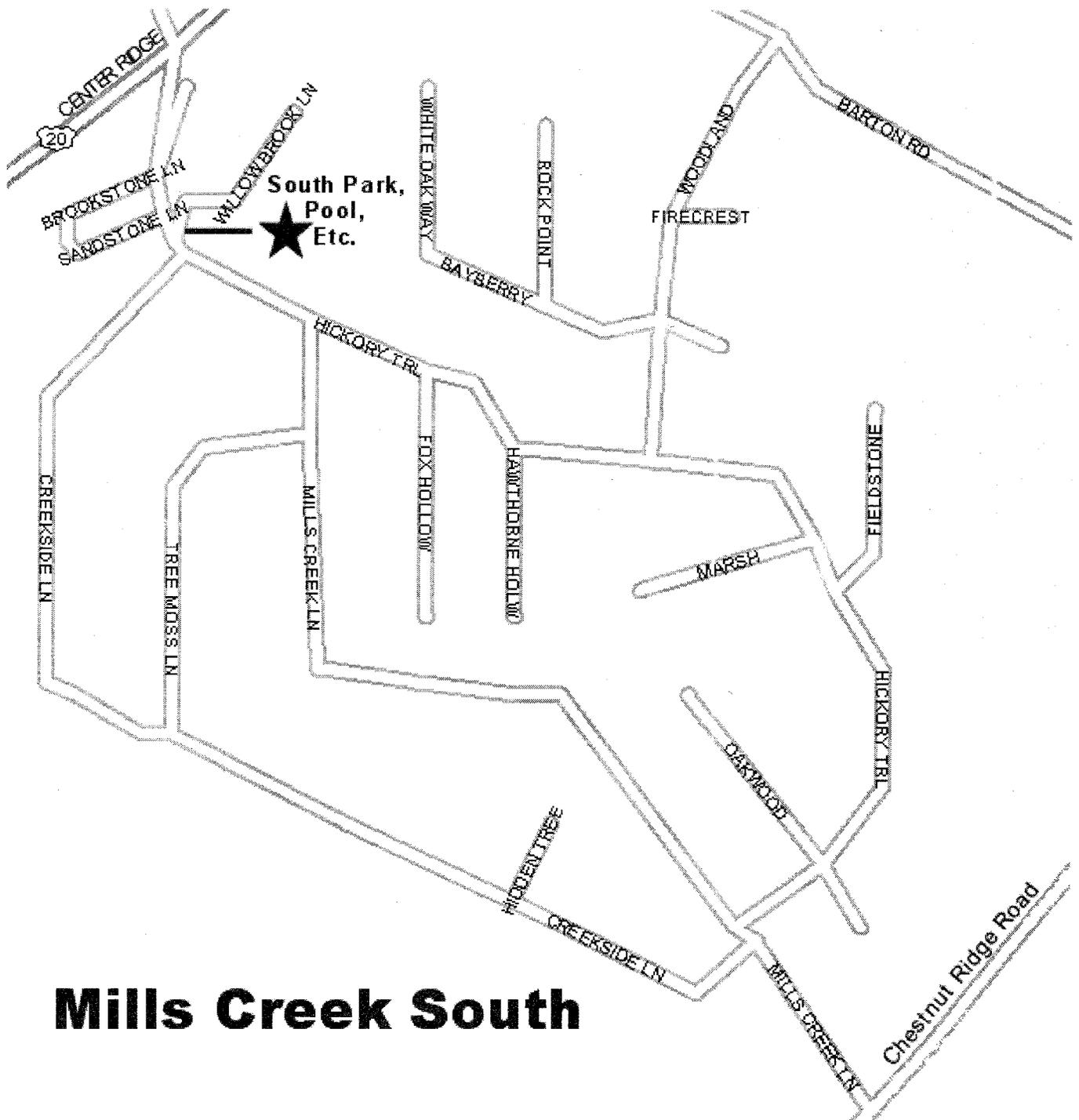
Notary Public

This instrument prepared by Mills Creek Homes, Inc.

# Mills Creek Maps



# Mills Creek North



# Mills Creek South

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