

**Avenbury Lakes Homeowners Association, Inc.**

**2024 Revised Handbook of Information  
Responsibilities-Rules-Regulations**

**2024**



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# Avenbury Lakes Homeowners Association, Inc.

## 2024 Revised Handbook of Information Responsibilities-Rules-Regulations

In response to resident questions and suggestions from our Standing Committees, your Board has reviewed the Handbook since the 2023 printing and approved some clarifying changes to sections. All changes are included in this 2024 Revised Handbook no new rules have been made. As is our procedure for managing all current information, the updated Handbook is also available on the website at [www.avenburylakes.com](http://www.avenburylakes.com) - **ALHOA OPERATIONS – RULES & REGULATIONS – 2024 Rules & Regulations.**

### A. Introduction

1. Welcome to Avenbury Lakes! We hope you enjoy your home in this great community. Avenbury Lakes is a unique private development having a Senior Housing Exemption from the Federal Fair Housing Act. This exemption requires that at least 80% of the residences have at least one Occupant age 55 or older and that no Occupant may be under the age of 18. The law requires an update of this age information every two years and/or records with residency kept current by month. It is the responsibility of any seller or agent to share this information with prospective buyers. It is the responsibility of each homeowner to notify the Association management in writing of any changes in occupancy. (See N1, N5)

2. Avenbury Lakes covers 147 acres with 352 separately owned residences. Of the 147 acres, 23 are set aside as government-controlled wetlands and another 37 acres include three lakes plus other Common Areas. The amenities of the development include a Lodge with a gathering room; a large activities room; offices; a card and game room; a library and meeting room; a kitchen; both an indoor and outdoor swimming pool; exercise facilities; showers and restrooms. The lakes provide catch-and-release fishing opportunities for residents and guests. Radio-controlled boats are a favorite pastime. Throughout the development are miles of walkways for pedestrian recreation. Other amenities of the development include an open gazebo, a tennis court, pickleball court, bocce ball court, a Nicklaus Pro putting green, and a Roost for outdoor picnics. The Roost has tables and benches, barbecue pits, a bocce ball court and a horseshoe pit. There are garden plots available on a reservation basis with a one-time refundable deposit and a (yearly) usage fee for the growing season. There are also boat, extra vehicle and RV parking spaces (with electricity for an additional charge) requiring reservations and monthly rental fees.

3. Our objective is to preserve, maintain and enhance Avenbury Lakes as a very special place to live. In order to accomplish this objective, we have developed this Handbook of Information, Responsibilities, Rules and Regulations that pertains to the standards for this Association. This Handbook does not replace our legal documents of the Declaration, Bylaws, and Amendments. It is simply a more organized presentation of information in an easy-to-read format with further explanations. Therefore,

if there is an inadvertent discrepancy between what is expressed in this Handbook and the legal documents, the legal documents will govern.

4. The developer of Avenbury Lakes established restrictions on the use of this property. The restrictions are legally known as the "Declaration of Covenants, Conditions and Restrictions for Avenbury Lakes" and are filed with the County Recorder's Office. They spell out the essential elements of ownership in this planned community. The Declaration defines the rights and obligations of each owner.

5. Our Covenants and this Handbook of Information, Responsibilities, Rules and Regulations define the standard of living that Owners/Occupants may expect from our community environment; however, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in non-threatening ways, may be able to achieve quicker results in a friendlier fashion. Our documents are our foundation, but community spirit lies within the hands of each Owner/Occupant.

6. This Handbook contains common sense rules and information that take into consideration the health, safety, comfort, cost of insurance and general welfare of all Owner/Occupants of Avenbury Lakes. The Board of Directors, in establishing these rules, has not presumed to cover every possible situation; rather, these rules cover major areas where problems could occur. We hope you will find them reasonable and will cooperate by upholding them. Preserving the appearance and increasing the value of our property is a goal to be shared by all.

7. New owners should request a copy of the Declaration, Bylaws and Amendments from the seller at the time of purchase. If you do not have these legal documents, you may download a current copy free from our website. Alternatively, a new owner may obtain an initial free print copy from our Information Center with all subsequent copies being charged a fee. We ask that you keep this Handbook available and refer to it when necessary. If something arises that may not be covered, please contact the Community Manager.

8. The Board of Directors is given the authority to promulgate and enforce these Rules by the Declaration of Covenants and the Bylaws of the Avenbury Lakes Homeowners Association, specifically Declaration Article I, section 18 and Bylaws Article VII, Section 3.7.9.

9. We are a self-contained adult residential development within the City of Avon and the use of the homes is strictly for residential purposes. We enjoy the luxury of owning our own homes without many of the worries that normally accompany home ownership. It is important to remember that, while we own our individual homes, there are certain restrictions regarding the outside of the house and the surrounding Common Areas.

10. We hope these rules and regulations guide your enjoyment of living with your neighbors at Avenbury Lakes. They are designed to protect the rights of all Owners and Occupants.

## B. What is the "Homeowners Association"?

A Homeowners Association is a planned community with individually owned Units and Common Areas owned by the Association. Units within Avenbury Lakes include the dwelling, the lot around the Unit and improvements thereon. By definition, the Common Areas are any territory outside the confines of the approximately three (3) foot mulched area immediately adjacent to the foundation of each Unit.

1. Avenbury Lakes was designed to accommodate 352 individually owned Units.

2. Individual Unit Owners as established by deed are Association members. All rights and obligations set forth in the Avenbury Lakes' governing documents flow between the Association and its "members." Declaration Article IV, Section 1 states in part that every Owner of a lot shall be a "member" of the Association. Therefore, only Lot/Unit (i.e., land and included structures) Owners of record are members of the Association.

Periodically families may alter the arrangement of their assets. It is important that each Owner be aware that different legal actions may impact Ownership status. It is recommended that legal advice be sought before finalizing any changes which might affect Ownership status. Here is a brief overview of some types of ownership:

- When the record Owner shown on the deed is an individual, that individual has all the rights and privileges of an Association member. If that individual is married, his or her spouse also has all the rights and privileges, due to having an ownership interest in the property through marriage. The marriage relationship does not apply when the property is owned by a trust, partnership, limited liability company or a corporation. If a Unit has multiple owners, it should be noted that only one may exercise the vote of the Unit (one Unit, one vote).
- When a non-natural person, such as a trust, partnership, or corporation owns a Lot/Unit, some additional information or documentation may be needed to determine who can represent the Unit and exercise its rights (e.g., voting).
- If a Lot/Unit is in the name of the trust, the person(s) listed as the Trustee(s) on the deed or trust agreement is/are the only person(s) who can exercise the rights of the Unit. Since the Owner is the trust, marriage/spousal relationships as described in the first bullet point above do not apply. A copy of the trust agreement must be provided noting that the trustee(s) can edit out provisions of the trust that do not pertain to Association issues to protect any sensitive or confidential information.
- If a Lot/Unit is owned by a partnership, any duly designated partner, director, officer, or employee of the partnership may represent the Lot/Unit.

To establish the designated person for the partnership, the managing partner must submit a written, notarized certificate to the Association affirming his position and stating the

name and title of the authorized representative. This certification remains valid until the partnership through the managing partner updates the certificate.

- If a Lot/Unit is owned by a limited liability company (LLC), any member of the LLC, director, officer, or employee of the LLC can be designated the authorized representative by submittal of a notarized certificate, as with a partnership. If needed, the Association can also request additional documentation to verify the authority of the member of the LLC.
- If a Lot/Unit is owned by a corporation, any principal, director, officer or employee of the corporation can be designated by the corporation to vote for the Unit on the corporation's behalf. For the corporation to designate its representative for Association matters, the corporation must pass a corporate resolution to that effect. The corporate secretary then completes a certificate that is notarized, notifying the Association of the passing of the resolution and the name of the corporation's representative.

3. Avenbury Lakes utilizes the services of the City of Avon, including the Fire, Police, Service Departments and the Avon Post Office.

4. As a private Association, we are governed by our own Declaration & Bylaws according to the laws of the State of Ohio. Association members elect five (5) peers, each for a staggered three (3) year term, to our own Board of Directors at our Annual Meeting in April. Each year the Board decides if the meeting is in person or virtual, and if voting is in person, by mail, or electronic. The election process is outlined in Amendment # 022912430011 to the Declaration of Covenants, Conditions, and Restrictions, recorded 8-3-2021. The Board oversees the management of our Association affairs on behalf of all Owners.

5. One of the duties of the Board of Directors is to estimate the total amount of assessment necessary each year to pay all of the common expenses, including a reasonable amount to be set aside as reserves for contingencies and scheduled replacements of Common Areas.

6. Owners are encouraged to attend regularly scheduled Town Hall meetings, which are held throughout the year and announced preceding the event. Owners are especially encouraged to attend the Annual Meeting of the Members held for the purpose of electing officers and disseminating information to Owners. In addition, the Board holds frequent work sessions, attendance to which is limited to Board members only because of the sensitive owner/resident information discussed along with possible proprietary contractor negotiating information. Any homeowner who wishes to address the Board may make arrangements through the Community Manager. All meetings discussing Personnel/Resident specific information are closed.

7. The Association purchases a master policy for insurance coverage specifically for Association Property and Liability, which does not cover individually owned Units.

8. The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to-day operation of Avenbury Lakes. It is the duty of this company to supervise and

contract for necessary maintenance, to collect any and all Owner assessments, pay bills, exercise any power and take any action that the Board of Directors authorizes.

9. In addition, the Board retains the services of the firm of Kaman & Cusimano, LLC for legal counsel and to represent the Association as may be required.

### C. Channels of Communication

1. The Board of Directors consists of five (5) individuals who are Unit Owners and are elected by their fellow Owners. Board members serve without compensation and are responsible for making the decisions affecting our Property. Decisions concerning the Property are made during the Board's regular meetings.

2. In between regular Board meetings, the Association depends on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Owners, contractors, and vendors. If you have questions or concerns about the maintenance of the Property, please direct the matter to the Community Manager. All requests and complaints must be in writing and signed by the requestor/complainant. In case of an emergency, such as a fire, break-in or need for an ambulance, you should contact the City of Avon and dial 911. A phone number for less critical situations can be obtained from the Information Center. The number is monitored by the Management Company when the Information Center is closed.

3. Process for making suggestions:

- a. Submit suggestion to the Information Center for transmittal to the appropriate Standing Committee Chair.
- b. Chair presents to committee for discussion and approval or denial.
- c. If approved, Chair submits committee recommendation to Board.
- d. Board accepts, modifies or denies committee recommendation.

If a suggestion is presented to an individual Board member, the suggestion and the name of the resident making the suggestion is forwarded on to the appropriate Standing Committee Chair and the above process takes place.

4. Because the Breeze and Avenbury Lakes website are specifically oriented toward Avenbury Lakes news to keep residents informed and entertained, articles to be published in the Breeze and/or on the website must fall into one of four categories: regularly scheduled activities which have already been approved by the Board; social events or maintenance issues presented by the Chair of one of the standing committees; general information items submitted to the Community Manager who then presents them to the Board for approval; or a paid advertisement for commercial goods or services. Residents are entitled to a free, business card-sized ad to advertise their own personal business services. The Board has final authorization of all content. The Lodge bulletin board is the alternate means for all other ads or announcements. **The placement of an advertisement or post/insert in the Avenbury Lakes newsletter and/or website listing does not imply or express an endorsement by either the association or its board.**

5. E-mail Blast Policy

- a. Although not a required function of the Association the Board of Directors has elected to develop an enhanced electronic information distribution system whereby Health and Safety (H&S) issues of interest can be distributed to Avenbury Lakes registered residents in a quick and efficient manner. This system will be used by the Board of Directors and Community Manager when the Board determines that there is information that would probably be in the best interest of all residents to know. The information disseminated via this method will be limited to information impacting the health and/or safety of residents/property. Non-H&S related information (e.g., advertisements, birthday notices, social event reminders, etc.) will not be distributed on this system.
- b. A confidential distribution list will be updated and maintained by the Information Center staff only. Any resident may opt out of being listed on the distribution list, by submitting a written opt-out request to the Community Manager. Any distributed information will not show the distribution list of e-mail addresses under the "To:" section of the e-mail.
- c. The information distributed is limited to information that has been brought to the attention of the Board and/or Community Manager.
- d. The Board of Directors will have the final determination as to whether an item of information is distributed on this system.

6. The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and make decisions as a group regarding issues brought to their attention by the Community Manager.

7. Each Owner shall be responsible for any violation of the Declaration, Bylaws or these Rules by the Owner, Non-Owner Occupants, or guests of his/her Unit. Whoever observes an infraction related to any aspect of the development should submit it on an "Incident Report" Form to the Community Manager. The "Incident Report" must contain the date, signature, address and telephone number of the individual filing the complaint. The Board of Directors will only pursue complaints that are in writing and signed. A complainant's name remains anonymous where allowed by law.

8. The Community Manager will contact the alleged responsible Owner after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease any alleged violations and to restore any unauthorized change to the building (Unit's) exterior and to any Common Area.

a. "Friendly" letter or phone call will specify:

- 1. The alleged complaint and rule violation, and;
- 2. A request to cease the violation.



9. If a “Friendly” letter or other reasonable efforts to gain compliance are unsuccessful, the non-compliant property Owner may get a “Notice to Cure” letter or be subject to a sanction in accordance with the penalty provisions of the Board of Directors.

a. “Notice to Cure” letter or phone call will specify:

1. The alleged complaint and rule violation, and;
2. A reasonable date by which the Owner must cure the violation to avoid possible charges or enforcement assessment.

#### **D. Enforcement Procedure**

1. Failure of the Board of Directors to take immediate legal action upon any violation shall not be deemed a waiver of said violation for the purpose of enforcing the Covenants and these Rules.

2. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents as the Board in its sole discretion may determine. The entire cost of achieving a legal remedy to impose compliance, including court costs, mailing fees, and attorney fees shall be assessed to the account of the responsible Owner.

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

4. In addition to any other action and in accordance with the procedure outlined below in Section D5, enforcement assessments may be up to, but not exceed, \$50.00 per occurrence. If the violation is of an ongoing nature the assessment may be up to, but not exceed, \$50.00 per day. Such an enforcement assessment may be levied by the Board of Directors against an Owner in violation.

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

a. A written “Notice to Cure” will be served upon the alleged responsible Owner specifying:

- 1) A reasonable date by which the Owner must cure the violation to avoid the proposed enforcement assessment, and;
- 2) A description of the property damage or violation, and;
- 3) The amount of the proposed enforcement assessment, and;
- 4) A statement that the Owner has a right to request, and the procedure for doing so, a Hearing before the Board of Directors to contest the proposed enforcement assessment.

b. To request a Hearing the Owner must mail or deliver to the Community Manager a written "Request for a Hearing" notice, which must be received not later than the tenth (10th) day after receiving the notice required by Item D5a above.

1) If an Owner requests a Hearing, at least seven (7) days prior to the Hearing the Board shall 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 charge for damages and/or an enforcement assessment will be imposed immediately.

2) At the hearing, the Board and alleged responsible Owner will have the right to present evidence. This Hearing will be held in Executive Session and proof of the Hearing, evidence, written notice to the Owner to abate action, and intent to impose enforcement assessment shall become a part of the Hearing Minutes. The Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the Hearing.

c. The Association may begin collection procedures and file a lien for an enforcement assessment and/or damage charges, which remain unpaid for more than thirty (30) days.

d. Amenities use and voting privileges shall be suspended due to accounts in arrears. (See D7 below).

6. All enforcement assessments shall be payable within thirty (30) days. For any subsequent occurrence of the same violation the Board of Directors may assess a fine as stated above without prior written notice. (See D4 above)

7. The Board of Directors also shall rescind an Owner(s) rights to the use of specific Common Areas and/or facilities (amenities) for violation of a rule or regulation related to that specific area.

8. The policy for late payment of assessments due to infractions of a Rule or Regulation shall follow the late payment of assessment policy listed in section E. Collection Procedures below.

9. All assessments should be made payable to Avenbury Lakes Homeowner's Association and be forwarded to the Lawrence Community Management Group, Inc. at 1507 Lear Industrial Parkway, Suite 1, Avon, OH 44011.

10. If any Owner is delinquent in the payment of any assessment for more than thirty (30) days, the Board may suspend the voting privileges of the Owner and the right of the Owner/Occupants to use the recreational facilities, including the swimming pools. If that late assessment payment exceeds sixty (60) days, the Board automatically shall suspend their voting privileges and an Owner's rights to use any recreational facilities.

## **E. Collection Policy**

1. All assessments are due on the 1<sup>st</sup> day of the month and are considered late if not received by the 10<sup>th</sup> day of the month (“the late date”).
2. After the late date, an administrative charge of \$35.00 per month will be added for any late payment or any balance of unpaid assessments. (Subject to increase upon further notice.)
3. The Association will apply any payments in the following order:
  - a. Interest owed to the Association;
  - b. Administrative late charge owed to the Association;
  - c. Collection costs, attorney’s fees and paralegal fees the Owner’s Association incurred in collecting the assessment; and, finally;
  - d. Oldest principal amounts the Owner owes for common expenses or penalty assessments charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. 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.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.
6. If any Owner, (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules & 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.

## **F. Insurance**

1. The Association purchases a master policy of insurance coverage for damage and liability related to Common Areas. Only the Board or the Community Manager with Board authorization may file loss claims against the master policy. Any Board member, employee, Agent, Community Management Company employee, or Owner/Occupant designated by the Board to handle funds for the Association shall be bonded (carry Liability Insurance). The cost for this coverage is included in the insurance

premiums paid by the Association, and by the Community Management Company (solely for their employees).

2. Each Owner must obtain homeowner's insurance at their own expense providing coverage for their Unit and for any improvements, personal property, and personal liability.

3. The Owner also must include the Avenbury Lakes Homeowners Association as an additional insured on their policy with a copy forwarded to the Information Center.

4. We recommend having your personal insurance agent review the Association's Declaration and Bylaws. If your insurance agent has questions about the Association's master policy, suggest a call to the Association's insurance agent. (The Community Manager can supply the name and phone number.)

5. Also, talk with your agent about an additional loss assessment clause, which may protect you in case a special assessment is required of Owners.

## **G. Responsibilities of the Association**

[For ease of reference, a responsibility matrix is located at the back of this handbook outlining the residential maintenance responsibilities of both the Owner and the Association. See Addendum 2]

Following are only some of the items listed in your basic Association documents. You should read the Declaration, Bylaws and Amendments of the Association if you have any questions.

1. The Association, directed by the Board of Directors, has the responsibility to reasonably maintain the intended plan of the development in a manner that will contribute to the comfort and enjoyment of all Owners. It shall be responsible to keep the development in good, clean and proper condition, order and repair.

2. The Association shall reasonably maintain, repair or replace, as needed, the non-structural portions of the exterior walls and roofs of each Unit, **resulting from normal wear and tear**. This includes such items as siding, exterior painting, roof shingles, gutters, downspouts, driveways, sidewalks, exterior utility lines, mailboxes and posts. However, if such repairs or replacements are necessitated by an accident (excluding mishaps or accidents by contractors hired by the Association), an "act of God" such as storms (rain, snow, wind, lightning, etc.), Pets, or the negligent or unapproved act or omission of the Owner/Occupant, the Owner shall be responsible for the expense of such repair or replacement. The Board of Directors shall determine negligence. In addition, fire, non-pet animal damage, such as vermin (rats, raccoons, bats, insects, etc.), are to be covered by the individual homeowner's insurance.

3. The Association shall be responsible for the payment of all current and future costs, charges, and expenses incurred in connection with the ownership, operation, administration and management of

the Common Areas of the Property, including lawn and landscaping maintenance as well as snow removal.

4. All funds for events sponsored by the Association must go through the Activities Account to ensure protection under the Association insurance coverage. Any individual authorized by the Association to handle funds will be fully bonded, and the cost for this coverage is included in the insurance premiums paid by the Association. When an individual Owner/Occupant sponsors a personal party or event, which is announced or published, it must be indicated as not being sponsored or affiliated with the Association.

5. The Board of Directors has the authority and responsibility to collect monthly assessments from all Owners sufficient to meet its responsibilities and shall make binding Rules and Regulations necessary to achieve the purposes for which the Association was established.

6. Additionally, the Association is responsible for, but is not limited to, the reasonable maintenance and replacement of the following items:

- a. Common Area property and liability insurance.
- b. Entrance and Common Area signs.
- c. Grass cutting, fertilization and maintenance of Common Area lawns, cul-de-sac islands, shrub beds, and trees.
- d. Common Area real estate property taxes.
- e. Asphalt roadways.
- f. Lodge and swimming pools.
- g. Lakes.
- h. Walkways.
- i. Wetlands.
- j. Individual Unit roofs, siding and gutters due to normal wear and tear. Storm (rain, snow, wind, etc.) and/or fire, animal damage needs to be covered by the individual homeowner's insurance.

7. Acting through its Treasurer and/or Community Manager, the Board of Directors is authorized to expend funds collected in accordance with the limitations of the approved budget.

8. The Board of Directors may transfer unexpended funds, as needed, from one budget account to another, including reserves listed in the budget.

9. At the discretion of the Board of Directors, unexpended year-end funds in the Operating Budget may be allocated to the Reserve Account and/or become a part of the following year's Operating Budget.

## **H. Responsibilities of Owners**

[For ease of reference, a matrix is located at the back of this handbook outlining the residential maintenance responsibilities of both the Owner and the Association. See Addendum 2]

1. Avenbury Lakes is an adult community, which prohibits residency by anyone under the age of 18. A resident is defined as anyone living here for more than thirty (30) days who is a registered Occupant. In an extreme hardship or crisis situation, an Owner may appeal to the Board of Directors for a short extension.

a. All persons residing here for more than 30 days must be registered with the Information Center for approval due to age restrictions (See A1 Senior Housing Exemption requirement of the Federal Fair Housing Act) Any changes in residency due to death, separation, no longer residing in the residence, or additions such as family member or friend, even if on a temporary basis, need to be submitted to the Information Center in **writing within 10 days of the change in status.**

All Non-Owner residents must be sponsored by the Unit's Owner of record. New residents must be registered with the Information Center if expected to be living with a homeowner more than 30 days. Proof of residency is required by the Information Center. This proof may consist of a valid Ohio driver's license with the Avenbury address listed on it; a utility bill with the resident's name and Unit's address; or other proof that the new resident is utilizing the Unit as the primary residence. The renting of Units is specifically not allowed within this community. For emergency purposes and/or Federal statute, the relationship between the Owner and new resident living in the Unit is to be recorded in the Information Center along with proof of the new resident's age. All information is considered private and has limited access.

b. A person classified as a Tier II or Tier III sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence, is prohibited from residing in or occupying a Lot or remaining in or on the property for any length of time.

2. Owners need to obtain prior written approval from the Architectural Committee and/or the Board of Directors, before investing in any exterior modification that would lead to a change in any aspect of the outside of their Unit. Any unapproved changes must be returned to conforming standards at the Owner's expense.

3. Owners shall be responsible to maintain, repair and replace and keep in good order all interior walls, floors, ceilings, structural portions of all exterior walls and roofs, all glass surfaces, windows, screens and doors, including the garage door, foundations, footer, foundation walls & floors forming a basement area, heating, ventilation, electrical, plumbing and mechanical systems including utility lines from the meter into the dwelling, as well as any approved decks, patio fences, screened porches, and sunrooms paid for by the Owner. Additionally, the Owner is responsible for exterior items requiring replacement/repair due to negligence, storm, animal and/or fire as specified in G2 above.

Exterior water spigots are the Owner's responsibility, except that the Association will provide fall winterization and spring reactivation service for the paired villas.

4. All noxious, illegal, or offensive activities are prohibited on any part of the Property.
5. Nothing shall be done which may be reported to be a serious annoyance or hazard to other Owners or Occupants.
6. Nothing shall be done to create a deviation from the conforming standards of the development, or which is a deviation from the master architectural or landscaping plans.
7. No building or structure shall be erected, enclosed, placed or maintained upon any portion of the Property nor may the exterior of any building, structure or Common Area landscaping be modified without prior written authorization by the Board of Directors. The appearance of the interior of each Unit is the sole responsibility of the Owner.
8. The Owner is responsible to maintain, repair or replace, at their own expense, all portions of the Property damaged or destroyed by pets, animals, the Owner, other resident's, or any guest's act or negligence.
9. Any damage caused because of holes made in the siding for unapproved purposes shall be the sole responsibility of the Owner. This includes any damage caused by, but not limited to, water seepage or other types of penetration through the siding. If disputed, the Board of Directors will determine the origination of damage.
10. Nothing shall be done or kept in any interior living space or in any Common Area, which will increase the cost of insurance for the buildings or contents thereof. This shall include but is not limited to flammable liquids and propane tanks. (See M-19 and S-3 below for references to grills.)
11. Owner may install, at the Owner's expense, a standby electric generator provided it is located in the Owner's mulched area adjacent to the home's foundation, and provided that prior written approval is obtained from the Board of Directors, including written documentation of consultation with the surrounding neighbors.
12. Owners may have gutter guards installed at their own expense. The color of the guards must match the color of the gutters. The Owner is responsible for all future maintenance of the guards and any gutter cleaning that may be required.
13. As a guide for individual scheduling of maintenance items for which the Owner is responsible, see attached maintenance chart-Association/Owner Responsibility.
14. Owner/Occupant will be responsible to ensure that any and all guests comply with the Rules and Regulations and will be responsible for any and all actions of his/her guests.

15. Owner/Occupant must accompany any and all guests at all times and will be responsible for their safety when using any of the amenities and will be responsible for any and all loses or damage to the amenities caused by his/her guests.

## **I. Requests for Rule Modifications**

1. Living in a neighborhood governed by an Association is a different experience for most people. These rules and regulations are the guidelines for consistent operation and management of the Association.

2. The Board has established a standard means for Owners to request modifications to these guidelines and to appeal specific management decisions. The system to request changes or appeal decisions is simple and operates as quickly as possible.

3. To request a change or to appeal a decision, submit the request in writing with adequate information to the Community Manager who will present the request to the Board for its decision. Each decision may not be popular, but once the Board of Directors votes, the decision will be binding. A proposal may be reconsidered, however, should circumstances change or additional facts need to be considered.

4. Requests for maintenance, architecture and/or landscaping must be made on the appropriate forms available in the Lodge, Information Center, or Avenbury Lakes HOA website (password is available from the Information Center Administrative Assistant) and submitted to the Community Manager.

## **J. Donation Policy**

The Avenbury Lakes Homeowners Association may accept donations from Owners/Occupants if the donation will add to the value of the Association and/or be utilized by the Association and the following conditions are met:

1. The Owner/Occupant submits in writing to the Board of Directors, a request to donate an item(s) for their approval.

2. The Board of Directors votes to accept or reject the donation. If accepted, the item(s) is recorded in the minutes of that meeting and added to the Association's inventory.

3. The Owner/Occupant understands that the item(s) donated become the property of the Association and may be disposed of when the item(s) is no longer of value to the Association.

4. The Avenbury Lakes Homeowners Association is a Not-for-Profit organization. It is not, however, a bona fide charity as defined by the IRS; therefore, contributions or donations are NOT TAX DEDUCTIBLE.



## **K. Common Area Requirements**

1. The Common Areas are those areas and facilities owned by the Association, shared by all Owners/Occupants and reasonably maintained by the Association. Common Areas are the areas and facilities beyond the approximately three (3) foot mulched area immediately adjacent to the foundation of each Unit over which the individual Owner is given considerable discretion. In addition, Common Areas include the wetlands, walking paths, mounds, islands in the cul-de-sacs, lakes & surrounding banks, corner areas, areas around the Lodge and outdoor pool, Village Green area/structures, and Roost/picnic area.
2. Common Areas are for the use and enjoyment of all Owners/Occupants. Therefore, all Owners/Occupants must be considerate in their use.
3. No political statements of any kind are permitted in the Breeze, e-mail blasts, website, or Lodge bulletin boards.
4. Smoking and/or vaping (e-cigarettes) is prohibited throughout the Lodge, the indoor and outdoor pool areas, and Information Center.
5. Each Owner shall report to the Community Manager, in writing, the need for any Common Area repairs that are the obligation of the Association to maintain.
6. Any damage to the Common Areas caused by an Owner or Occupant, including guests, shall be repaired or replaced at the expense of the Owner.
7. The Board, at the Owner's expense, may remove and store any item left unattended in the Common Areas.
8. Excessive noise is prohibited. As further provided in the Covenants, this restriction will be applied with the understanding that this is a residential community. Noise restrictions apply to all types of noise including, but not limited to, parties, loud music, the operation of power tools, and barking dogs.
9. Owners/Occupants shall refrain from any activity that creates a nuisance or annoyance. Noises and intrusive lighting that distracts or disturbs others is prohibited.
10. Discharge of guns, ammunition or explosives is prohibited. Hunting, trapping or poisoning of wildlife is prohibited, except for pest/rodent control as approved by the Board of Directors.
11. All Common Area signs must be obeyed.
12. Littering of any type is prohibited.

13. Garage sales are prohibited in Avenbury Lakes at all times. Residents may participate in Board approved craft or rummage sales held at the Lodge or other designated areas.

14. Residents shall be respectful to Contractors, Management Company personnel, their employees or agents. In addition, residents are prohibited from confronting any contractor employee during the pursuit of their assigned tasks on the Property or at any other time or place. There are other more civilized and effective ways to address specific concerns. Personal respect also is required for Board Members, Avenbury Committee Members and other Avenbury residents.

15. There will be zero tolerance for any incident involving verbal threats or gestures or any actions that may cause property damage, result in injury, affect the safety or security of residents or guests, and/or hinder normal staff functions.

16. Any accident occurring in a common area is to be documented with an Accident Report Form located on the website at Resident Information/Key Forms for Avenbury Lakes or at the reception desk in the Lodge. The form must be signed by a witness to the accident and turned in at the Information Center.

## **L. Landscape**

### **1. General Guidelines**

a. It is the intent of these regulations to help preserve, maintain, and enhance the original natural prairie design and overall landscaping aesthetics of Avenbury Lakes. Therefore, no Owner/Occupant is permitted to modify, decorate, landscape or adorn any area, in any manner not in conformance with Avenbury Lakes Landscaping rules and regulations without a recommendation from the Landscape Committee and approval by the Board of Directors. (See L3)

b. Common Areas include all areas not within the homeowner's designated mulched area immediately adjacent to the foundation of a home. In addition, Common Areas include black top streets, the wetlands, walking paths, mounds, islands in the cul-de-sacs, lakes & surrounding banks, corner areas, areas around the Lodge and outdoor pool, Village Green area/structures, and Roost/picnic area. Maintenance of Common Areas is the responsibility of the Association.

c. The wetlands provide the habitat which supports the diversity of wildlife in Avenbury Lakes. The Ohio Department of Wildlife, through consultation, states that residents are not to interfere with the natural environment by the feeding of wildlife and specifically of those animals which might wander into the developed areas of the community.

d. Walking paths, in the wetlands, are up to six (6) feet wide and may be mowed on either side as much as three (3) feet where terrain permits. Pea gravel or crushed stone shall be added to the paths as needed. Downed trees will be removed from the walking paths in the wetlands.

## 2. Association Responsibilities

- a. The Association is responsible for aggressively treating invasive plants in the wetlands and all Common Areas. Invasive plants include: phragmites, sumac, thistle, purple loosestrife, cattails and black locust.
- b. Maintenance of water quality within appropriate ranges in the lakes to ensure biotic diversity is the Association's responsibility.
- c. The Association shall reasonably maintain the water features and comply with the City of Avon water retention ordinances. To prevent stratification the lakes shall be aerated. When they become stratified, layers of water form one above another. Warmer, oxygen-rich water develops near the surface, while cooler nutrient-laden and oxygen-deficient water forms near the bottom. Aeration breaks this cycle of stratification to provide a safe environment for fish and other desirable organisms. Symptoms of lake stratification include excessive plant algae growth, muck accumulation along the bottom and shoreline, foul odors bubbling to the surface, and cloudy or murky water. Algae growth is controlled with the use of chemicals and aeration by an approved contractor who specializes in aquatic maintenance.
- d. Grass is mowed to a height of 2 ½ to 3 inches high. Fertilization is done at least three times per growing season. Wildflower areas are sprayed with pre-emergent oil in the spring to prevent weeds during the growing season. Wildflowers are string trimmed in the early spring. Wildflower areas are to have a meadow appearance with various types of perennials, prairie grasses and no-mow grass (fine fescue) throughout. No-mow grass is to border all wildflower beds.
- e. The Association removes leaves and other debris from planting beds and window wells as needed every year. A herbicide is used to eliminate weeds as needed in the pavement cracks and on the walking paths.
- f. Dormant Oil treatment may be applied on trees and shrubs in early spring. Insect and disease spray is applied on an as-needed basis.
- g. All ornamental grasses, whether in Common or Homeowner areas, are to be cut back no earlier than February 1st. All deciduous and evergreen plants are to be trimmed as needed. All flowering perennials are to be deadheaded on an ongoing basis and are to be cut back after the first hard frost.
- h. Common Area drainage problems are the responsibility of the Association, and the Association shall assess each situation. Repairs will be implemented if necessary.
- i. The Association shall properly maintain all areas in front of each split rail and stone fence in a weed free fashion.
- j. The Association shall ensure that the Landscape Maintenance Contractor includes regular weed control of all mulched areas in the Community.

k. The Association is responsible for deep edging, light cultivation and mulch around each Owner's unit; the mulch shall be kept at least three inches away from the trunk of each tree, bush and air conditioning unit. Mulch is to be natural brown, triple-shredded bark, and applied not more than two inches thick.

l. The Association is responsible for gutter cleaning, once in the fall and once in the spring for the approved list of homes. If an Owner experiences gutter maintenance problems or thinks that the gutters need cleaning, the Owner should fill out a maintenance request form.

m. The snow removal contractor is responsible for repairing winter plowing damage occurring along driveways, sidewalks and black top roadways. The City of Avon is responsible for snow removal from concrete streets and for repairing any plowing damage occurring to them. Damage is to be reported no later than April 15<sup>th</sup> to the Information Center.

n. The Association is responsible for removing dead and dying trees in the common areas. Replacement of the dead trees in the common areas is at the discretion of the Board of Directors. If the decision is made to replace trees, the association may plant the "Hearts of Gold" English Redbud tree. This is the tree that the city of Avon has designated as the city's official tree. Tree is in the Approved Plant List. There are other species of trees to consider.

### 3. Owner Responsibilities

All repairs, modifications, or replacements to the landscaping must conform to the original, natural, prairie design of Avenbury Lakes and authorized by the Board of Directors. Any unauthorized changes must be returned to conforming standards at the Owner's expense.

a. Any original mulched and planted area immediately adjacent to the foundation of the Unit is the responsibility of the Owner. The "foundation bed" is defined as the bed immediately adjacent to the outside of the unit and extending up to approximately three feet from the foundation. For a home with a covered porch area, the porch is part of the dwelling unit according to Declaration Article I, Section 19; and the foundation of the home extends to the edge of the porch area. A porch with a roof overhang rest on a foundation, whether the foundation is a basement or a concrete slab, as the foundation is necessary to support the roof. If the landscape bed touches the foundation of the unit or connects or abuts a covered porch, it is the Homeowner's responsibility. If the landscape bed does not touch the foundation, it is the responsibility of the Association. If a sidewalk divides the mulched area from the foundation, the bed is Association responsibility. The Foundation bed may be landscaped by the Owner using only material selected from the currently approved plant list.

b. Homeowners will be held responsible, including cost, for the removal/trimming of plants (e.g., Hydrangeas, Mugo Pines, Azaleas and Junipers) that overgrow the area in which they are planted and for the repair of any damage to the premises caused by said plant materials.

c. Expansion of landscape beds in the homeowner area is not permitted regardless of the style of the home.

d. Owners/Occupants who sell their homes are required to disclose any approved modifications and exceptions to the purchaser, who in turn accepts full responsibility for the consequences of such modifications and exceptions. The Owner's failure to disclose this information to the new buyer shall not affect the new buyer's responsibility over the exceptions or modifications.

e. Any plan for significant landscape changes (e.g. replacing more than three shrubs, removing or planting a tree) must first be submitted on a Landscape Modification Form, along with the landscape plans and the name of the landscaper, for review by the Landscape Committee and either approval or denial by the Board of Directors, before committing to any landscape purchases or contracts. Following review by the Landscape Committee, the Board will consider the committee's recommendation and determine final approval or denial. Landscape approval or denial will be in writing and must be retained and passed on to future Owners. Landscape Modification Forms are available at the Information Center or from the website. This process may take as long as (60) days to complete. Approved requests not completed within 6 months become void and the application must be resubmitted. All plantings must be on the approved plant list.

f. During the growing season, each Owner/Occupant is responsible for adequately watering the lawn area on the Owner's lot or in the Common Area immediately adjacent to their Unit. Owner/Occupants are also encouraged to water adequately the cul-de-sacs across from the unit as conditions warrant. Irrigation systems may be installed and maintained by individual homeowners at their expense. Installation approval is required by the ALHOA. Each owner is responsible for winterizing their irrigation system and for a yearly backflow check that is required by the City of Avon. The lawn requires roughly 1 to 1-1/2 inches of water per week, during hot, dry months. Trees, especially those newly planted, require soaking rather than surface sprinkling to assure that adequate water gets to the roots.

g. Vegetable and herb plants are approved in the rear mulch area immediately adjacent to the Unit's foundation. Personal garden plots at the southeast area of the Property, near the RV lot, may be reserved for a fee payable at the Information Center.

h. Annuals are only permitted in the Owner's designated mulched area adjacent to the foundation. While bulbs may be planted, Owners/Occupants should understand that they might be covered by mulch, which could inhibit their growth. The Association is not responsible for any damage or replacement of any plantings done by the Owner/Occupant.

i. A maximum of five (5) pots may hang from an existing exposed wooden post or be mounted on an existing wooden beam. With the exception of satellite dishes mounted on the roof, no additional holes shall be made on the exterior of the Unit through metal or vinyl siding. (See M1, M3 below)

j. No plantings shall be placed around the base of the mailbox post nor attached to the post as it may attract bees, wasps, etc., to the mailbox area and endanger those who deliver the mail or

newspaper. Flowers are not permitted in the mulched area around tree bases, located in Common Areas.

k. The Association has approved a single method to protect each mailbox box from damage by landscaper's weed whackers. It shall be the responsibility of individual Owners/Occupant to implement this system including pavers at their own expense. The specifications for this procedure can be obtained from the Community Manager.

l. The grass along the edge of the meadow areas is a species of fine fescue referred to as "no-mow grass," which serves as a transition between the bluegrass lawn and the meadows. It acts as a buffer to keep lawn chemicals from harming the meadow grasses and to prevent those chemicals from washing into the lakes. The fine fescue mix also provides cover in shady areas. The no-mow grass is not to be cut except by the Avenbury Lakes landscapers according to an approved schedule. Owners/Occupants are NOT permitted to cut the no-mow grass, in addition, they must not ask the landscapers to cut it more often than the Board approved maintenance schedule. Owner plantings are not permitted in common areas.

m. Owners/Occupants are not permitted to mow the lawn or to hire outside companies to perform landscape duties that have already been contracted by the Association (e.g., leaf removal, snow removal).

n. Pruning of deciduous shrubs and evergreen plants in the Common Area, as well as those located in the homeowner mulched area is the responsibility of the Association. **EXCEPTION:** In the homeowner mulched area, plants that require specialized care, such as Roses, Hydrangeas, Junipers, Arborvitae, Mugo Pines & Rhododendrons, our **landscaper does not prune**. If the homeowner wants to trim his/her own shrubs in the mulched area immediately adjacent to the foundation of the Unit, he/she is required to complete a "No Pruning Agreement" form annually at the Information Center. Then all regular pruning of the shrubs in the mulched areas becomes the homeowner's responsibility. Periodically, aggressive pruning of all shrubs will be completed for all homes and Common Areas at the discretion of the Board of Directors.

o. Owners/Occupants who opt not to receive specific landscaping services provided by the Association to Owner-responsible areas, are personally responsible to maintain and preserve landscaping responsibilities such as pruning to the standards of the rest of the Association. New Homeowners will automatically be placed on the prune list unless a new "No Pruning Agreement" is signed.

p. Low-voltage solar lighting (wireless) only is permitted in the mulched area, from the driveway to the front door, placed no closer than at three-foot intervals. These lights are for safety. The Owner/Occupant must make sure that placement does not interfere with lawn mowing and/or snow removal. Security lighting is covered in the Architecture section.

q. The use of wood, plastic, metal, brick, or stone edging material is prohibited, except in limited situations to prevent erosion.

r. Any plans for yard art in the landscape areas that exceed the guidelines as noted below must be submitted to the Landscape Committee for review and approval before they are implemented. Guidelines for yard art are as follows:

- 1) Yard art items shall not be more than 36 inches high with the exception of holiday decorations. There shall be no more than three (3) yard art items in the front and side yards combined.
- 2) Placement of lawn yard art, including rocks, statues and birdbaths is restricted to the mulched areas immediately adjacent to the home and their placement must not interfere with lawn mowing, trimming, edging and or snow removal. Placement of yard art is at Owner's risk as neither the Association nor the Landscaper is responsible for loss or damage.
- 3) Including the pots and flower boxes mentioned in L3i above, there shall be no more than ten (10) flowerpots in the front and side yards combined. The pots shall be no larger than 24" in diameter and only placed in mulched homeowner beds. No pots shall be placed in common areas. Alternate containers (e.g., wagons, barrels, benches, swings, etc.) are considered landscape modifications and a written Landscape Modification Form must be submitted to the Landscape Committee for approval.
- 4) Trellises and arbors must be freestanding. They may not be attached to the house or garage. They shall be no more than six (6) feet in height. Any placement of trellises and arbors must be in the mulched areas immediately adjacent to the home and must not interfere with lawn mowing, trimming, edging and/or snow removal. Maintenance of trellises and arbors is the responsibility of the homeowner and transfers to any new owner.
- 5) Bird feeders are restricted to the rear of the home in mulched areas adjacent to the home foundation. Bird feeders are not permitted in any other areas.
- 6) Owners/Occupants may decorate the exterior of their Unit, during recognized holiday seasons. The duration of installations shall be limited to 45 days before and 15 days after the holiday. No holiday decorations shall be hazardous or cause damage to the building, shrubs/trees or be a nuisance to neighbors.

s. When offered by the Association's contracted landscapers, Owners at their own expense, may opt to aerate and lime their lawn.

t. Owners/Occupants are not permitted to cut down, remove, plant or expand landscaping in the Common Areas.

u. Owners/Occupants are not permitted to mow, modify, destroy, cut down grasses, leave debris or plant material along the lakes. Misuse or tampering with the Common Areas is prohibited and

subject to an assessment by the Board of Directors commensurate with the infraction. Subsequent occurrences can result in being fined without notice.

v. Anyone reported or observed not following the rules of the Association will be subject to the enforcement procedure of ALHOA.

## **M. Architecture**

Any modification or addition to the exterior of the residence must be submitted on an Architectural Modification Form. Following review by the Architecture Committee, all changes must be approved by the Board of Directors except that the committee has been given the authority to approve changes that are clearly within the established standards. Owner(s) will communicate and correspond with the Architectural Committee Chair/Co-Chair on the status of their pending modification request and/or approved modification request. The owner(s) are responsible for all legal fees requiring legal review by the Association's attorney for preparation of any lot covenant and easement agreement, and county recorder fees/filings as a direct result of their approved modification request. Approved requests not completed within 6 months become void and the application must be resubmitted. The ARCHITECTURAL STANDARDS binder may be referenced at the Information Center or online. (See [www.avenburylakes.com](http://www.avenburylakes.com): Standing Committee, Architectural) (See also H2, N3) – Special note – the Architectural Standards binder has also had additions/updates related to “Room additions in Patio area without prior Sunroom” reviewed and approved by the Board.

Items included in the ARCHITECTURAL STANDARDS and requiring prior approval are as follows:

Air Conditioner Piping Replacement (includes “mini-split” air conditioning/heat pumps)

Awnings or Solar Shades

Bathroom Roof Vent Exhaust

Doors (garage, entry, rear, storm, sliding)

Exterior Door paint colors

Fences (patio)

Generators

Exterior Lighting (pole, patio, garage, security)

Hardship Mailbox

Patio (overlay, stamped concrete, room addition)

Paved Areas

Porches (screening or 3-season sunroom)

Radon Mitigation



Railings (handrails, railings, steps)

Rain Barrels

Satellite Dishes (smaller than 1 meter or 39.37 inches in diameter)

Security Cameras

Sun Tunnels (solar and tubular)

Windows (full house, bathroom, or dormer, well covers)

Any exterior items not listed above must also be brought to the Architectural Committee by request and will be considered by the committee as well as by the Board of Directors.

**Exterior Modifications:**

1. Following written approval for architectural modifications, it will be the Owner's responsibility to secure necessary building permits and obtain zoning approval to ensure uniformity to jurisdictional codes. A copy of all permits for outdoor work must be submitted to the Community Manager prior to the initiation of construction.

2. Maintenance of any approved exterior modification becomes the Owner's responsibility and transfers with the sale of the home. Any individual or entity operating in the capacity of a contractor within the city limits of Avon is required to register with the Building Department (whether a permit is required or not). Use of registered contractors is recommended by the ALHOA Board and Architectural Committee (ARCH), as contractors must meet specific requirements to operate in the City of Avon, among them being that they are licensed and insured. For City of Avon Registered Contractors go to the City of Avon Website or <https://avenburylakes.com/architectural-2/>.

3. Once material for the exterior modification is placed on the Property, the work must begin and continue through completion within a reasonable period and in a reasonable manner that will not detract from Property appearance or inconvenience neighbors and/or Association service contractors. Approved requests for modifications will expire in six (6) months.

4. In the event damage occurs to any Common Area, as a result of any modification, addition or change, repairs must be made immediately at the Owner's expense and to the satisfaction of the Board.

5. The Owner and every subsequent purchaser of that Unit must maintain all exterior additions or changes in a condition that does not detract from the appearance of the Property or violate any standards or rules and regulations. It is the responsibility of the seller to disclose to the new Owner any and all changes or the improvements to the Unit that have been made and that are to become the responsibility of the new Owner. If the seller fails to disclose this information to the buyer, the responsibility over the changes/improvements remain with the new owner. (See N3)

6. No items such as, but not limited to canopies, antennas (larger than 1 meter or 39.37 inches in diameter) or air conditioning units shall be affixed to or placed upon the exterior walls or roof.

7. No unapproved permanent structure may be erected in any Common Area by an Owner or Occupant.

8. The use of bricks, stones, paver tiles, or concrete resurfacing for patio modification or patio wall additions may be permitted, but first the Architecture Committee must review the submitted request, recommend it to the Board of Directors and the Board of Directors must approve it based on submitted request drawings. Drawings must be specific. Wall additions around a patio also need such approval and must not exceed 18 inches in height. However, no patio may be expanded in length or width without prior recommendation by the Architecture Committee and final approval by the Board. (Modification of surface-see the addendum responsibility matrix supplementing these rules & regulations)

9. Common Areas are private property owned by the Association; therefore, solicitation is prohibited within the entire community. To prevent non-resident solicitors, the homeowner must register his/her home address at City Hall. A small strip sign indicating no solicitation may be displayed after registration at City Hall on the exterior front door.

10. Flag Policy: One (1) United States of America flag (not to exceed 3'x 5') made of nylon, polyester or cotton is permitted to be displayed on a pole with bracket attached to the front exterior of the home. The location must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians. The installation of a freestanding flagpole in the ground is prohibited. The national rules for displaying the flag shall be followed.

#### **Exterior Lighting:**

11. Outdoor lighting may invade the visual privacy of surrounding residences. Each Owner/Occupant, in designing and installing exterior lighting, must take into account the privacy of his or her neighbors. Residents shall submit exterior lighting modifications to the Architecture Committee for review of compliance with the Standards and approval by the Architecture Committee, if changing exterior fixtures or installing new exterior security lighting.

#### **Exterior Appearance and Safety:**

12. Owners/Occupants may decorate the exterior of their Unit, including the garage door, during recognized holiday seasons. The duration of installation shall be limited to 45 days before and 15 days after the holiday. Exterior lighted decorations, such as flashing lighthouses or holiday decorations, must be turned off by 10 PM so that they do not disturb the neighbors. In addition, if requested by a neighbor, wind chimes must be removed by 10 PM, as they may disturb the sleep of other Owners/Occupants. No holiday decorations shall be a nuisance or hazardous or damage buildings or other structures, shrubs, or trees.

13. Any damage to exterior surfaces or excessive maintenance demands created by the Owner/Occupant shall be the Owner's responsibility. The Board of Directors may remove, at the Owner's expense, any decorations or signs deemed offensive or unsafe by majority vote of the Board.

14. Neither political nor other yard or window signage is permitted. An exception will be made for "For Sale," and "Open House" exterior signs. However, those and related directional signs may be displayed in front of a Unit for no more than one (1) hour before and one (1) hour after the advertised open house times. No other signage is permitted in any other location on the Property, with the exception of small security system signs near an entrance.

15. Owners/Occupants may not offend the visual privacy of other Owners/Occupants. In addition to cleaning up all trash and refuse from the Property, no Owners/Occupants may allow his/her Unit to become cluttered or to accumulate unsightly objects or use patios/sunrooms/common areas for storage.

16. No clothes, sheets, blankets or laundry shall be hung outside. In addition, no clotheslines or clothes poles are to be installed outside.

17. No paint is permitted on any paved area including, driveway, sidewalk, porch, and patio.

18. No fire pits, fire pit tables, chimeneas, bonfires, or any open flames are permitted.

19. Grills are permitted. For safety purposes when using a portable grill, please follow the recommended guidelines from the City of Avon Fire Department:

- a. Consult the safety rules provided by the manufacturer of your specific grill.
- b. Always maintain a minimum clear area of twenty-four (24) inches from all sides of the grill to any combustible surface including vinyl siding.

## **N. Sale of Units**

1. All agents hired to represent a Unit for sale in Avenbury Lakes must be informed that this is a 55-year-old and older active community and subject to the regulations of the Federal Department of Housing and Urban Development. All changes or anticipated changes in occupancy must be reported to the Information Center.

2. Except as otherwise provided in section M14, signs are prohibited without prior written Board approval.

3. Owners who sell their homes are required to disclose any approved modifications and exceptions to the purchaser, who in turn accepts full responsibility for the maintenance and consequences of such modifications and exceptions.

4. Within fifteen (15) days of executing a purchase or sales agreement, the Owner or real estate agent must notify the Management Company or Information Center to arrange for a "maintenance fee update" letter and certificate of insurance for the buyer. Contact Lawrence Community Management Group, Inc. at 440-937-2800, Fax 440-937-2808

5. At the same time as above, the Owner must provide the following:

- a. Names and ages of all occupants for both seller and buyer, with certified proof of ages(s).
- b. Home and business mailing addresses for both seller and buyer.
- c. Home and business telephone numbers for both seller and buyer.
- d. Name, business address and telephone number of any person who manages the Unit on behalf of the Owner. (Rentals not allowed)
- e. Sale price.
- f. Copies of deed and/or trust pages identifying the specific property owner.
- g. Number, size and breed of household pets subject to the Rules and Regulations. Refer to Bylaws, Amendment C, Animals and Pets, paragraph D, filed 12/15/2008.
- h. Any change in the information required above must be provided to the Board and Management Company within 30 days of the change.

6. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer. Age verification of the purchaser is a part of the escrow inquiry process.

7. The seller is responsible for providing the following information to the buyer:

- a. Copy of Declaration and Bylaws, and any amendments.
- b. Copy of most current Rules and Regulations.
- c. All Unit access key(s).
- d. Garage door opener.
- e. **Lodge Access Security Pass is not transferable to a new owner; it must be turned in at the Information Center prior to moving out.**

8. A single deposit of \$25/unit is required at the time a new Owner receives the initial distribution of Lodge Access Security Pass(es) for all the registered Residents of that unit.

a. The cost for a lost Lodge Access Security Pass is \$10.

9. Current Owner' assessment account must be current, including all administrative and legal fees before the transfer of the deed.

10. Estate and/or moving sales will only be allowed in the case where the home is to be sold. The estate and/or moving sale must be pre-approved by the Board by filling out and signing an agreement. Estate/Moving Sale agreement is available at the Information Center.

## **O. Pets**

Avenbury Lakes is a wildlife conservation community and as such attracts a number of wild animals. In order to minimize any harm to residents and these animals, the Ohio Department of Wildlife through consultation advises that it is important that these animals are not fed either directly or indirectly. Feeding these animals desensitizes them to humans and makes it impossible to relocate them to wild areas because of their reduced ability to hunt and feed themselves. Enlist the cooperation of your neighbors in discouraging these animals from roaming the community for handouts of food.

1. All Avenbury Lakes residents or visitors to the community must adhere to ALL City & OHIO LAWS regarding the ownership, harboring, or keeping of domestic animals.

2. All dogs 3 months of age or older must be licensed each year by January 31<sup>st</sup> with the office of the Lorain County Auditor. A dog is required to wear a valid tag at all times.

3. Pets may not be left unattended or tied outside a Unit and must be walked on a secure hand-held leash.

4. Pet droppings must be removed immediately from all Common Areas, walkways and patios.

5. Pet Owners are responsible for repairing damage, pertaining to but not limited to, any Common Area, turf, plantings or buildings caused by their animals, one harbored or kept and may be assessed repair fees by the Board of Directors.

6. For the safety and protection of the Owners/Occupants and pets within the community, all pet owners must have available proof of current vaccinations.

7. Any injury to humans, other animals or damage to property must be reported to the Information Center within 24 hours. It is recommended that animal owners obtain liability insurance with an insurer authorized to write liability insurance in this state.

8. The Owner must permanently remove from the Property any pet determined to be a threat to community safety or causing an unreasonable disturbance within seven (7) days of notification by the

Board of Directors. Any pet determined to be an immediate threat to community safety must be removed immediately when notified by the Board of Directors or Police Department Official.

9. Vicious dogs, those causing injury or death to a person or another animal, are not allowed on the Property nor are breeds which, in the opinion of the Board, are considered potentially dangerous. Prohibited dogs are Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull and any mixed breeds of the foregoing. (See Bylaws, Amendment C, Animals & Pets, paragraph D, filed 12/15/2008)

10. Raising, selling or keeping animals for a commercial purpose is prohibited on Avenbury Lakes property.

11. "Exotic" animals, as defined by the Board, are those not considered household pets and are prohibited. Examples include, but are not limited to, snakes, other reptiles, exotic breeds or wild hybrids.

## **P. Rubbish/Recycling**

1. All Owners/Occupants must obtain trash removal service from a city approved commercial contractor.

2. Rubbish is to be kept within the Unit garage until the next designated pickup day. Trash for pickup shall be put out no sooner than dusk the evening before the scheduled pickup.

3. Trash containers shall be returned to the Unit garage no later than dusk of the day they are emptied.

4. Owners/Occupants are responsible for keeping the Unit free of outdoor litter and trash containers are not to be left in front of home, on patios, or in any Common Areas.

5. The City's approved waste removal contractor requires the use of their approved container or the use of secured tied bags. All questions should be directed to the waste removal contractor.

6. There is a paper recycle bin for Owners/Occupants use located in the RV Parking lot at the end of Manchester Lane. (Items that can be put in the recycle bin are catalogs, corrugated cardboard boxes-flattened, junk mail, magazines, newspapers, office papers, phone books and shredded paper in taped or stapled paper bag).

## **Q. Bicycles, Roller Blades, Roller Skates, Skateboards**

1. Bicycles shall not be parked blocking doorways to the pool, Lodge, fitness room or any access to pathways, sidewalks or bridges. A parking rack is provided to the east and west of the Lodge entrance.
2. Reflective clothing and markings for equipment are recommended.
3. Roller blades, roller skates, and skateboards shall not be operated on grass areas, bridges, tennis courts or parking lots.

## **R. Parking – Car, Boat, RV, Trailer**

Additional Owner/Occupant parking is provided in the Recreational Vehicle (RV) lot at the southeast corner of the Property by the garden plots off Manchester Lane. Vehicles must be registered to Owner or current Occupant to be eligible to use the parking area. If there are extenuating circumstances, the Board of Directors may consider a written request for exception to the following regulations.

1. The garage is the primary parking space for vehicles of all Owners and Occupants. No more than two (2) vehicles may be parked in the driveway in front of the garage.
2. Owners/Occupants and guests are limited to outside parking spaces on the apron immediately outside the garage or on concrete roadways in front of the individual Unit. Limited space is paved for visitor parking in some other areas throughout the Property. At no time is parking permitted on the grass.
3. Vehicles shall not be parked so as to impede pedestrian access to buildings or pathways.
4. Owners/Occupants shall not utilize visitor or common parking areas for continuous (over 24 hours) parking or storage of cars, trucks, boats or RVs.
5. Multiple consecutive days parking at the tennis court lot is permitted in the event of an approved overnight trip. This permission extends to non-resident guests who have been allowed to join the trip.
6. With the exception of number 4 above, no long-term parking is permitted in any Common Areas. Any vehicle not in regular use or remaining longer than 24 continuous hours must be removed from the Property for at least 24 hours.
7. No trucks, campers, boats, storage pods/containers or recreational vehicles or other such vehicles besides automobiles, vans or pickup trucks may be parked in a Common Area, overflow parking space, or driveway for more than 24 hours unless approved by the Board. A separate designated area adjacent to the garden plots is reserved for parking boats, RVs and other such unique vehicles at an additional charge.

8. RV units may be parked in the driveway up to 24 hours for purposes of loading and unloading. The use of outside generators to charge the RV is prohibited.
9. Any vehicle that leaks fluids that are harmful or stain asphalt pavement or a concrete driveway is the responsibility of the offending vehicle owner or the Unit Owner. Such Owners shall be liable for pavement repairs. Vehicles parked with preventative drip pans are not allowed on the premises.
10. The Owner of any vehicle that does damage to any property shall be held financially liable for repairs.
11. No vehicle or storage pod/container bearing any business advertisement may be parked on the Property for more than 24 hours unless approved by Board. Longer-term parking for such vehicle or storage pod/container must be in the Owner/Occupant garage.
12. City of Avon Ordinance 68-06 Section 452.03 prohibits standing or parking on public city streets between the hours of 2:00 AM and 6:00 AM.
13. In addition to all other remedies, violations of vehicle regulations shall result in the vehicle being towed and charges assessed to the Owner of the property.
14. Requests for vehicle, boat trailer or RV parking should be submitted in writing to the Administrative Assistant or the Community Manager.
15. The monthly fee shall be \$10.00 for each space without electricity and \$20.00 for each space with electricity. [Water obtained from the RV Lot spigots to clean vehicles stored in the RV Lot is an incidental expense and is included in the monthly RV rental fee.](#)
16. Owners may forward monthly payment with their usual monthly maintenance assessments, or up to 12 months in advance, to the Avenbury Lakes Homeowners Association in care of the Lawrence Community Management Group, Inc. or add the amount to the automatic electronic payment system to be paid with the monthly maintenance assessment .
17. Vehicles and boats must be registered to Owner or current Occupant, licensed, insured and kept in good working order. Costs to repair damage to the asphalt (leveler indents, oil leaks, etc.) shall be charged to the renter of the space.
18. Vehicles and boats shall occupy only one marked space as assigned and shall be parked so as not to interfere with movement to or from other spaces.
19. The rental is a month-by-month agreement and can be terminated by either party with thirty (30) days written notice. Renters should contact the Administrative Assistant or the Community Manager in writing regarding termination of the agreement.



20. Available spaces may be rented at a pre-paid rate of \$5.00 per day for overnight parking for guests of Owners/Occupants. Parking space is for parking only; sleeping or loitering in a vehicle is prohibited. The Owner/Occupant should make arrangements one week prior to the arrival of guests, whenever possible, stating the specific dates of use.

21. The Owner/Occupant assumes responsibility for any rule violations or damages caused by their guests.

22. The Avenbury Lakes Homeowners Association assumes no liability for damage or theft to any vehicle or boat, etc., parked in the RV and Boat parking area.

23. Guest parking will be renewed weekly at the Community Manager's discretion.

## **S. Safety**

1. Because there are no sidewalks and pedestrians must share the asphalt roadways, the speed limit is 20 mph on the asphalt streets.

2. No contractor, their employees and/or subcontractors, are permitted on Avenbury Lakes property at any time while under the influence of alcohol and/or drugs including medical marijuana.

3. Two grills are provided for grilling on the pool deck. All grill rules (as posted on the equipment) must be followed. No other grills are permitted on the deck.

4. As a conservation community, Avenbury Lakes makes minimal use of rock salt or other de-icers and cautions residents to drive and walk with extreme care during the winter months. The Community Manager monitors ice conditions when they occur and, when appropriate, authorizes the snow removal service to apply ice-melt compounds or other material to selected areas. Because de-icers have a corrosive impact on infrastructure (walks, roads, catch basins, etc.), and negatively affect the natural environment (lawns, lakes, wetlands), they are used very sparingly in this community.

Residents who wish to add traction to their walks and driveways are encouraged to use cat litter or sand. For de-icing, there are environmentally friendly ice-melt products available that minimize the adverse effects of rock salt (e.g., Snow Joe Melt-2-Go or Snow Joe MELT EB [Enviro Blend]). Detailed information on these products can be obtained from the Information center.

## **T. Car Repairs**

1. No automotive work beyond general maintenance and detailing may be performed. All such work must be confined to the garage or adjoining apron and must be completed during daylight hours.

2. Any automobile or other type vehicle not currently licensed according to State of Ohio requirements, in an obvious state of disrepair, or not in operating condition for more than 24 hours in any Common Area of the Development must be removed permanently from the Property.

## **U. Outdoor Swimming Pool**

1. Pool passes are required to use the outdoor pool and issued once each year to Owners and Occupants.
2. Pool passes will not be issued to any Owner or Occupant where the Owner is delinquent in payment of assessments including miscellaneous fees and will be revoked if the Owner becomes delinquent.
3. If the initial pass is lost, there is a \$5.00 charge for a replacement pass.
4. After thorough review each year, specific pool hours and regulations shall be distributed.
5. When entering the pool enclosure, Owners/Occupants must sign in, show their pool passes and indicate the number of guests on the sign-in sheet.
6. A maximum of six (6) guests per Unit are permitted in the pool area at any one time. An Owner or Occupant must accompany their guests at all times. Guests ages 12 and under must be under an adult's direct supervision at all times.
7. No glass, gum or pets are allowed in the pool area at any time.
8. No food or beverage is allowed in the pool water itself. Deposit all trash in the trash or recycle containers provided.
9. The pool will be open according to an approved schedule and weather conditions during the months of May to September. May opening day and September closing day are arranged with the pool contractor and are arranged depending on weather conditions and availability of lifeguards.
10. In accordance with county and state laws, the outdoor pool must have a certified lifeguard on duty at all times for the safety of all swimmers. If a certified lifeguard is not present, the perimeter gates must be locked, and no one is permitted in the water.
11. Prior to the opening of the outdoor pool, there will be a break schedule published to accommodate the lifeguard's required rest breaks.
12. If necessary, swimming diapers are required. Wet and dirty diapers must be taken back home and not disposed of in the locker room, toilets, indoor pool or any other trash container in the Lodge.

13. Lifeguards, reporting to the Lodge Administrator, have complete authority to enforce pool rules.
14. The pool may be closed during actual or possible threatening weather, such as high winds, lightning or thunderstorms whether an advisory has been issued or not.
15. If deemed necessary, the Lodge Administrator or Community Manager, with input from the lifeguard, may suspend swimming privileges of anyone for the safety of Owners/Occupants and guests. In addition to suspension of pool privileges for a violation of Pool Rules, the Board of Directors may also levy enforcement assessments.
16. The Board of Directors will use the Enforcement Procedure (See D Enforcement Procedures above) to address any problem or violation of Pool Rules that may arise.
17. The hot tub is for use by adults only (18 years old and over).
18. The phone by the pool is for emergency purposes only; dial 9-911.
19. Outdoor Pool Lounging Policy
  1. Season: first Monday in May to third Friday in October.
  2. Pool deck access is only through the Lodge multipurpose room, and only during Lodge open hours.
  3. Stay out of pool/spa water when no Lifeguard is on duty.
  4. Residents are permitted to sit on the pool deck, when no Lifeguard is present and signs are posted, in accordance with county and state regulations.
  5. All pool perimeter gates remain locked unless Lifeguard is on duty.
  6. All participants are to follow outdoor pool rules.
  7. Guests pay the posted fee when the Lifeguard is on duty.
  8. Guests must be accompanied by a resident at all times.
  9. Participants must be 18 years of age or older.
  10. No walking/sitting on pool/spa cover.
  11. Close umbrellas when finished lounging.
  12. Follow all Avenbury Lakes Rules & Regulations.

## **V. Indoor Swimming Pool**

1. No lifeguard is on duty at the indoor swimming pool. Swimming is at your own risk.
2. A maximum of six (6) guests per Unit may be permitted in the pool at any one time.
3. An Owner or Occupant must accompany their guest(s) at all times. Guests age 12 and under must be under an adult's direct supervision at all times.

4. No pets are allowed in the pool area at any time.
5. Restrict wet clothing to the pool and locker room areas.
6. Adhere to the posted pool schedule.
7. Posted "adult lap" swim times are only for adult Owners/Occupants and guests (18 years old and over).
8. Posted "adult open" swim times are only for easy-does-it swim and exercise by adult Owners/Occupants and guests (18 years old and over).
9. Posted "general open" swim time is for Owners/Occupants and guests of any age.
10. Posted "water aerobics" time and other organized water activities are limited to the members of those specific activities. The hot tub is closed during these times.
11. Only authorized personnel are allowed in the pool mechanical room.
12. For safety reasons, refer to the Pool Rules on the wall and make sure all guests read them.
13. The phone on the wall is for emergency purposes only; dial 9-911.
14. If necessary, swimming diapers are required. Wet and dirty diapers must be taken back home and not disposed of in the locker room, toilets, indoor pool or any other trash container in the Lodge.
15. The hot tub is for adults only (18 years old and over).
16. The pool may be closed during actual or potential threatening weather, such as high winds, lightning or thunderstorms whether an advisory has been issued or not.

## **W. Lodge**

1. The Lodge is a secured, private building normally available during posted hours each day. It is accessed with a Security Pass issued to each Owner and Occupant. Owners/Occupants are expected to carry their Lodge Access Security Pass to gain access. The cost for replacing a lost or damaged Lodge Access Security Card is \$10.
2. The Lodge and its resources are available during all open hours to Owners, Occupants and guests accompanied by an Owner/Occupant. The Lodge is closed on Easter, Thanksgiving, Christmas, and New Year's Day. The Lodge is open on Memorial Day and other holidays in the summer so that those using the pool can access restroom facilities.

3. The Avenbury Lakes Homeowners Association and the Board of Directors values the service of our military personnel and first responders, especially those whose duty resulted in their ultimate sacrifice. To honor those who have served our country, the Board has adopted a policy that requires the Lodge's American flag to be lowered to half-staff every year on the following dates: the first Sunday of May remembering Fallen Fire Fighters Memorial; Peace Officer's Memorial Day on May 15<sup>th</sup>; Memorial Day the last Monday of May; Patriot Day on September 11<sup>th</sup>; Pearl Harbor Remembrance Day on December 7<sup>th</sup>.

a. In addition, when the President of the United States requests that the flag be lowered to half-staff to honor the passing of a past president of the United States or for a national tragedy (e.g., the killing of four or more people in a public setting by means of shooting or bombing) as determined by the President, the American flag at the lodge will be lowered to half-staff.

b. The Avenbury Veterans Group will coordinate these responsibilities on the above five (5) remembrance days and will monitor the proclamations set forth by the President of the United States to lower the American Flag to half-staff for the prescribed period of time and execute the order as set forth in 3a above.

c. The flag will be removed when the wind speed or gusting is or is expected to be for a sustained two-hour time period, 40 MPH or greater.

4. If the Owner is more than 50 days delinquent in payment of any kind of Association assessment, voting privileges and access to amenities (i.e., Lodge, Fitness Room, Pools, etc.) will be suspended.

5. No guest(s) under the age of 18 are permitted in the Lodge or any other Common Area amenity without direct Owner/Occupant supervision.

6. The Fitness Room exercise equipment is for use by Owners, registered Non-Owner Occupants and sponsored guests who are 18 years of age or older. Guests using the exercise equipment must be accompanied by the sponsoring Owner/Non-Owner Occupant. The Fitness Room is not monitored; therefore, each person using the equipment is expected to safely exercise within one's physical capability.

7. Owners/Occupants and their guests are expected to use the facilities for the purposes for which they are intended.

8. Lodge kitchen equipment and appliances are to be used only by the Owner/Occupant who has rented or reserved the Lodge for a specific time and function, or the caterer hired by the Owner/Occupant.

9. The Lodge (multipurpose room and outdoor pool) is available for rent only to Avenbury Lakes Resident Owners and Occupants under conditions and fees specified in [The Lodge Reservation Agreement](#). See the Lodge Administrator for details and clarifications.

10. Smoking and/or vaping (e-cigarettes) is prohibited throughout the Lodge and in both the indoor and outdoor pool areas.

11. No pets are permitted in the Lodge.

12. For any rule violation, the Board of Directors reserves the right to revoke privileges for the use of all facilities/amenities and to levy assessment fines.

13. Owners/Occupants inside the Lodge are advised not to open the door for anyone who does not have a registered Lodge Access Security Pass.

14. Avenbury Lakes has many wonderful events, clubs, parties, and classes to enjoy. It is important that the process of signing up and paying for these events go smoothly. To ensure that everyone has an opportunity to participate in these community events, the following rules are in effect: New sign-up sheets will be placed in the Activity Book on the first of each month – Sign one name per line, couples are not to be listed on a single line – Payment for an event is required at the time you sign-up. Your payment holds your reservation. There will be a Cut-off date for receiving payment for each event. There will also be a Cut-off date for refunds if you are unable to attend – The committee will not call each resident when payment has not been received by the cut-off date. Your name will be deleted from the list – When maximum number of spaces have been filled on the sign-up sheet for the event, names can be entered on the waitlist. Do not pay if you are on the waitlist unless you are called by a member of the committee notifying you that there is an opening – Payments can be made by cash or check. Place cash in an envelope marked with your name and the event for which payment is being made. If paying by check, place the name of the event on the memo line and place the check in the box on the desk. An envelope is not necessary for a check – All checks are to be made out to ALHOA – A separate payment is required for each event. No post-dated checks will be accepted – If an event calls for payment at the door, please do not place any fees in the box at the desk. These procedures are posted on the website at [avenburylakes.com/activity-sign-up-payment-procedures](http://avenburylakes.com/activity-sign-up-payment-procedures)).

**X. Outdoor Amenities - not to be used by guests unless accompanied by an Owner/Occupant.**

**All owners, guests and residents use the amenities at their own risk.**

1. Outdoor amenities currently include the outdoor swimming pool, lakes, fishing dock, Gazebo Roost, putting green, pickle ball/tennis, bocce ball court, horseshoe pits, corn-hole boards and bags, charcoal grills, propane gas grills, and garden plots. Swimming is restricted to the Lodge pools. No Swimming/wading signs are posted on all property lakes.

2. The Gazebo and Roost are available for reservation by Owners for special events. Charcoal grills are located at both locations. Residents use only. Grills are to be cooled and cleaned after each use. Requests are to be made to the Lodge Administrator.

3. Garden Plots are available for rent during the growing season. Contact the Lodge Administrator.

4. Propane Gas grills located on the outdoor Swimming Pool deck. Residents use only. Rules for use are posted near grills with a sign-in book and cleaning supplies. Grills need to be cleaned after each use. (Grills are available for use during the period that the pool deck is open. (See the Outdoor Pool Lounging policy – U19).

5. Equipment for corn-hole and horseshoe can be signed out and returned to the Lodge storage area by any Resident during Lodge office hours. See the Lodge Administrator. Equipment for Pickle ball and bocce ball are in the locked Storage Box located at the Tennis court. Key for the storage box is on the post near the front counter in the lodge (counter with activity book). Sign-out the key and return the key when equipment is placed back in storage box and locked. Damaged or lost equipment is the responsibility of the Owner/Occupant who signs it out.

6. The Village Green's Nicklaus Pro-Putting Green cup flag & pole are available for those residents who would like to have it displayed at a Village Green putting area function. The pole & "Bear" flag is stored in the Storage box located at the Tennis court. The storage box also has some various golf equipment and small flags for the putting holes on the green. Key for the storage box is on the post near the front counter in the lodge (counter with activity book). Sign-out the key and return key when equipment is placed back in storage box and locked. Any loss or damage to the pole or flags will be assessed to the Unit of the owner/resident who signed it out.

5. The hours of use for the tennis court, pickle ball, bocce ball court(s) are from dawn to sunset. Court time may be reserved during Lodge Administrator's office hours. No equipment shall be provided for the tennis court.

6. Fishing is limited to a "catch-and-release" basis.

7. Radio-controlled boats, either electric motor or sail powered, not to exceed 5 feet in length, are allowed on the North Lake. Gasoline powered boats are not permitted due to noise and pollution risk. Any markers put in the water to define a course for a competition may be installed one hour before the competition and removed at the end of the competition. When running radio-controlled craft, courtesy is to be shown to those fishing and waterfowl are not to be disturbed. Operating radio-controlled aircraft is prohibited due to the noise and safety issues caused by the density of the buildings.

## **Y. Operational Procedures for Organized Clubs or Groups**

1. All organized clubs or groups must be approved by the Board of Directors.

2. All organized clubs or groups must have a written Mission Statement of purpose/operation showing a need for such a club and must have a Chairperson/President. This must be submitted to the Board of Directors as part of the approval process.

3. All members of established clubs/groups must be Owners/Occupants in good standing of Avenbury Lakes.
4. Organized clubs/groups may develop and have their own treasury and separate account. However, Y5 and Y6 below apply.
5. If an activity, event or trip is sponsored by the club/group and is open to all Owners/Occupants and other invited guests, any money that is collected must be turned into the Lodge Administrator for deposit. (See Y6 below). Sign-up and payment of All-Day trips and Multi-Day Tours is covered by the ALOHA Sign-Up and Payment Procedures for Activities and Events Procedures located on the ALHOA website ([www.avenburylakes.com/activity-sign-up-payment-procedures](http://www.avenburylakes.com/activity-sign-up-payment-procedures)).
6. An Accountability Report, available from the Lodge Administrator, must be turned in by the Chairperson to the Lodge Administrator within 10 days of the completion of the event.
7. Each event, activity or trip must follow authorized guidelines and be approved by the Board of Directors.
8. All events, activities or trips must be cleared through the Social and Recreation Committee and scheduled with the Lodge Administrator if sponsored by or using the Avenbury Lakes facilities.
9. Use of the Avenbury facilities, if formally approved, is exempt from rental fees as long as the event is for club members only or club members along with other Avenbury Lakes residents.
10. All non-mailed notices and the Breeze newsletter may only be placed in a current club member's/resident's "newspaper holder" (not in US mailbox per Post Office ruling). All Association notices and mailings to residents must have prior approval of the Board of Directors.
11. A roster of all organized club/group members and officers must be submitted to the Lodge Administrator before January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

Operational Procedures-Originally Adopted 9/26/04, Revised 1/19/06, 4/10/2014, 3/10/2016, 4/4/18, 3/12/2019, 6/10/2020, 4/15/2021, 7/13/2023.



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## ADDENDUM 1 – Approved Plantings – (as of 07/14/2023) Board approved Revisions on 07/14/2023

\*c=clay tolerant; d=deer resistant; n=new to this list; r= rabbit resistant

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
<b>PERENNIALS</b>			
d, r	Achillea filipendulina	Fern Leaf Yarrow	35”–59” H, 18”–23” W; gold, flowers mid to late summer
d, r	Achillea filipendulina ‘Coronation Gold’ .....	Coronation Gold .....	30”–36” H, 30”–36” W; full sun, gold/orange shades
d, r	Achillea millefolium ‘Paprika’	Paprika Yarrow	18”–27” H, 18”–23” W; creamy yellow, light pink, red
d, r	Achillea millefolium ‘Red Beauty’ .....	Red Beauty Yarrow .....	18”–27” H, 18”–23” W; full sun, red, butterflies
d, r	Achillea millefolium Cerise Queen/Roseum	Roseum Yarrow	18”–29” H, 23”–29” W; full sun, deep pink
r	Ajuga Silver Beauty	Carpet Bugle	White & green leaves, blue flowers
	Alaska Chrysanthemum .....	Shasta daisy .....	24” H; blooms Mid June-Sept
d, r	Anemone hupenhensis var. japonica	Japanese Anemone	2½’ H; blooms Sept till frost
d, r	Angustifolia Hidcote .....	Lavender Hidcote .....	12”–23” H, 12-23” W; full sun; purple flowers
d, r	Aquilegia ‘cultivars’	Columbine	15”–20” H; full sun to partial shade
d,	Asclepias tuberosa	Butterfly Weed	1’ – 2.5’ H; 1’ – 1.5’ W; full sun, orange bloom, June – Aug.; attracts butterflies
	Astilbe arendsii .....	Astilbe .....	10”–32” H; partial shade, clay soil, bloom pink shades
r	Bergamont, Oswego tea, Bee Balm	Monarda	Prairie plant attracts butterflies, bees, humming birds
d	Cerastium .....	Snow in Summer .....	6”–8” H, 23”–29” W, border plant, full sun, drought tolerant
	Clematis species .....	Clematis .....	Full to part sun: climbing vine must be on freestanding trellis
r	Cleome hassleriana Sparkler White hybrid	Cleome	3½–5’ H, 1½’ W; full sun, flower white, draught tolerant
	Coreopsis Grandiflora ‘Early Sunrise’	Early Sunrise Tickseed	18”–23” H, 10”–12” W; full sun, flower yellow
	Coreopsis Li’l Bang Tickseed .....	Daybreak Tickseed .....	6”–10” H, 10”–18” W; full sun, won’t reseed, flower red with yellow orange edge
	Coreopsis Verticillata ‘Moonbeam’ .....	Moonbeam Tickseed .....	12”–18” H, 12”–18” W; full sun, flower creamy yellow full to part sun; first to show early spring; variety of species, colors
	Cranesbill geranium – light blue, white .....	Geranium Brookside .....	23”–27” H, 23”–35” W; full to partial sun, blooms all summer
	Cranesbill geranium – blue, lilac	Geranium Rozanne	12”–20” H, 18”–25” W; full sun to partial shade
	Cranesbill geranium – deep pink	Geranium Sanguineum	12”–16” H, 18”–23” W; full sun to partial shade
	Crocus species .....	Spring Crocus .....	Plantings in existing house beds
	Dendranthema zawadskii	Hardy Chrysanthemum	24”–36” H, 24”–36” W; full to part sun; fall blooms; zone 6-9
d, r	Dianthus caryophyllaceae .....	Dianthus .....	16” - 2’ H, 10” – 12” W; full sun, fragrant flowers and foliage, variety of colors, attracts butterflies
	Echinacea purpurea .....	Purple Coneflower	29”–47” H, 18”–23” W; also ‘Brightstar’ & ‘Magnus’ cultivars

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
	Eupatorium purpureum	Joe-Pye-Weed	Up to 7' H; large pink flowers; full sun; tolerates wet soil
<b>PERENNIALS continued</b>			
	Gallardia x grandiflora 'Goblin'	Blanket flower	10"-12" H, 10"-12" W; full to part sun, flower yellow, blooms June to first frost
d, r	Helleborus .....	Lenten rose / Hellebore .....	1-1½ " H, 1-1½" W; part shade to full sun, white to rose-purple blooms in April
r	Heliopsis helianthoides 'Summer Sun' .....	False Sunflower .....	35"-47" H, 18"-23" W; full to part sun, flower gold
r	Hemerocallis 'Happy Returns'	Yellow Daylilly	1-1½ " H, 1-1½" W; flower lemon yellow, repeat bloomer
r	Hemerocallis 'Mixed hybrids' .....	Daylilly .....	Multiple colors and bloom times
r	Hemerocallis 'Stella D'oro'	Golden Yellow Daylilly	9"-12" H, 9"-12" W; repeat bloomer, full to part sun
r	Heuchera (many cultivars available) .....	Coral Bells .....	8"-10" H, 12"-16" W; hummers & butterflies; full sun;
	Hibiscus 'Moscheutos'	Common Rose Mallow	4'-6' H, 2'-3' W; full sun; flower red, white; pond areas
	Hosta/Plantain Lilly 'Francee' .....	Francee .....	18"-20" H, 35"-47" W; foliage deep green variegated white
	Hosta/Plantain Lilly 'Frances Williams'	Frances Williams	23"-27" H, 47"-59" W; foliage blue variegated yellow
	Hosta/Plantain Lilly 'Royal Standard'	Royal Standard	21"-25" H, 35"-47" W; foliage deep green
	Hosta/Plantain Lilly 'Undulata Variegata' ....	Undulata Variegata .....	12"-24" H, 12"-24" W; foliage green with cream white center
r	Hyacinthus Orientalis	Hyacinth	6"-12" H, 3"-6" W; full sun; bulb; flower various colors
d, r	Iris siberica (many cultivars available) .....	Siberian Iris .....	37"-39" H, 18"-23" W; full to part sun; flower various colors available; poisonous
d,	Lobelia Cardinalis .....	Cardinal Flower .....	2' - 4' H, 1' -2' W; blooms July - Sept; attracts butterflies, hummingbirds, but not cardinals.
d, r	Liriope Muscari .....	Lilly Family, Border Grass, Lilly Turf ....	12"-18" H, 9"-12" W; full to part sun; flower lavender; plant sparingly keep under control
d, r	Myosotis alpestris	Alpine Forget-Me-Nots	6"-8" H, 12" W; blue and sometimes white flowers
	Narcissus species .....	Daffodils .....	12"-18" H; full to part sun; flower, yellow white
	Oenothera Biennis	Evening Primrose	6"-3' H, 8-24" W; full sun to shade; yellow flowers
r	Penstemon digitalis 'Husker Red' .....	Beard tongue .....	29"-35" H, 12"-18" W; full sun; flower pink, foliage red
d, r	Perovskia atriplicifolia	Russian Sage	35"-59" H, 23"-35" W; full sun; lavender flowers
d	Phlox Panicula 'David'	Summer Phlox	35"-39" H, 23"-29" W; full to part sun; flower white, large
	Rudbeckia fulgida 'Goldsturm' .....	Coneflower, Black Eyed Susan .....	23"-29" H, 18"-23" W; full to part sun; improved cultivar
d, r	Salvia Nemorosa 'East Friesland'	Friesland Salvia, Meadow Sage	18" H, 24" W; full sun; violet-blue blooms June - Sept
d	Scabiosa .....	Pincushion Flower .....	6"-36" H, 9"-24" W; full sun; draught tolerant

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
<b>PERENNIALS continued</b>			
d, r	Sedum Dasphyllum Himalayan Skies	Corsian Stonecrop	2" cushion, groundcover; pink flowers; hot, dry area
c, d,	Sedum x 'Autumn Joy'	Autumn Stonecrop	12"-23" H, 18-23" W; full to part sun; flower deep pink
	Symphotrichum movae-angliae .....	New England aster .....	3' - 8' H, 2' - 3' W; full sun; blue bloom, Aug - Sept; attracts butterflies; clay soil; self-seeds
d,	Tradescantia Virginiana	Spider Lily	1.5' - 3' H, 1.5' W; part to full shade, blue bloom, May - July
d,	Tulipa .....	Garden Tulip .....	9"-24" H, 6"-9" W; full sun; bulb, blooms April - May
	Verbena hastate	American Blue Vervain	2' - 4' H, 2.5' W; full sun, blue bloom, July - Sept; attracts butterflies
r	Veronica spicata 'May Night' .....	Speedwell .....	6" H, 12"- 24" W; purple flowers; late spring
	Viola	Pansy	Winter hardy; variable colors, heights, widths

**TREES -- All trees MUST have committee/board approval.**

	Acer Palmatum	Bloodgood	10' - 20' H, 15' W; sun to part sun; red leaves
	Acer Palmatum	Purple Ghost	10'-25' H & W; full sun; reddish purple leaves
	Acer Palmatum .....	Trompenburg .....	15'-25' H, 10'-15' W; full sun; red leaves
	Acer palmatum, 'Ornatum'	Japanese Red Maple thread Leaf	20' H; brilliant red colored foliage
	Acer rubrum 'Franksred' .....	Red Sunset Red Maple .....	45' H, 35' W; brilliant fall colors
	Acer rubrum 'October Glory'	October Glory Red Maple	25'- 40' H, 25'-35' W
	Acer saccharum	Sugar Maple	120' H
	Amelanchier canadensis .....	Shadblow Serviceberry .....	25' H - 20' W; multi-trunk; sun; white flowers; edible fruit attracts birds
	Amelanchier laevis .....	Allegheny Serviceberry .....	15'- 40' H & W; multi-trunk; sun; white flowers; edible fruit attracts birds
c, r	Betula nigra .....	River Birch .....	40'-70' H, 40' W; sun; clay soil; drought tolerant.
c, r	Betula nigra 'Cully'	Heritage River Birch	40'-70' H, 40'-60' W; sun; clay soil; drought tolerant
	Cercis canadensis	Eastern Redbud	20'-30' H, 15'-20' W; sun; small tree with pink flowers
d	Cornus kousa chinensis	Kousa Dogwood	20'-25' H & W; sun; small tree with white flowers

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
d	<i>Crataegus phaenopyrum</i> .....	Washington Hawthorn .....	25'-30' H, 25' W; small tree with white flowers; thorns; attracts birds and butterflies
c, d	<i>Crataegus viridis</i> 'Winter King' .....	Winter King Hawthorn .....	25'-30' H; sun; clay soil; thorns; white flowers

**TREES continued - All trees MUST have committee/board approval.**

c, d	<i>Ginkgo biloba</i> 'Autumn Gold' .....	Ginkgo, non-fruiting male .....	40'-60' H, 25'-30' W; sun; clay soil; select non-fruiting male cultivars
c, d	<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skycole'	Skyline Thornless Honeylocust	35'-45' H, 25'-35' W; sun; clay soil; drought tolerant
c	<i>Liquidambar styraciflua</i> .....	American Sweetgum .....	60'-80' H, 40'-60' W; sun; clay soil; rounded Horney fruit (Globese)
c	<i>Liriodendron tulipifera</i> .....	Tulip Tree .....	60'-90' H, 30'-50' W; clay soil; spring bloom
d	<i>Magnolia soulangeana</i>	Sauce Magnolia, Tulip Tree	20'-25' H & W; sun; moist acetic soil; flowering tree
c	<i>Magnolia Virginiana</i>	Sweetbay Magnolia	10'-35' H & W; sun/part shade; clay soil; white flowers.
c	<i>Malus</i> 'Sutyzam'	Sugar Tyme Flowering Crabapple	14'-18' H, 11'-15' W; clay soil; pink buds, white flowers
c	<i>Nyssa sylvatica</i> .....	Black Tupelo or Sour Gum .....	30'-50' H, 20'-30' W; full sun, clay soil, shade tree
c	<i>Ostrya virginianata</i>	American Hophornbeam	20'-40' H, 20'-25' W; full sun; clay soil; drought tolerant
c	<i>Pyrus calleryana</i> 'Redspire' .....	Redspire Flowering Pear .....	25'-35' H, 20'-25' W; full sun; clay soil; drought tolerant. Cleveland Select 'Aristocrat', or 'Holmford'
	<i>Quercus palustris</i> .....	Pin Oak .....	H 50-70', W 40-60'; full sun, shade tree
	<i>Quercus rubra</i>	Red Oak	50'-75' H & W; full sun; shade tree; drought tolerant
	<i>Tilia cordata</i> 'Greenspire' .....	Littleleaf Linden .....	50'-70' H, 30'-50' W; full sun; drought tolerant; shade tree; pale yellow fragrant blooms

**DWARF TREES - All trees MUST have committee/board approval.**

	<i>Acer Palmatum Dissectum</i>	Garnet	6'-9' H, 8'-12' W; full sun; red lacey leaves
	<i>Acer palmatum Dissectum</i>	Japanese Maple Crimson Queen	4'-10' H, slow growing, weeping shape
	<i>Acer Palmatum Dissectum</i> .....	Orangeola .....	3'-4' H, 3' W; full sun; lacey leaves graduate from red to orange to purple
	<i>Acer Palmatum Dissectum</i> .....	Red Dragon .....	6'-8' H & W; full sun; reddish purple lacey leaves
	<i>Acer Palmatum Dissectum</i>	Red Filigree	2'-3' H, 3'-5' W; full sun; slow grow; red lacey leaves
	<i>Acer Palmatum Dissectum</i>	Viridis	6'-10' H & W; full sun; green lacey leaves
c	<i>Cercis Canadensis</i> .....	Eastern Redbud Ace of Hearts .....	9' H, 12' W; full sun; likes clay soil
c	<i>Cercis Canadensis</i>	Eastern Redbud Lavender twist	6'-8' H; weeping form

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
c	<i>Cercis Canadensis</i> .....	Eastern Redbud Little Woody .....	8' H, 8'-10' W; full sun; vase shaped canopy
c	<i>Cercis Canadensis</i>	Eastern Redbud Ruby Falls	6'-8' H, 4'-6' W; full sun; weeping; burgundy leaf
d	<i>Chamaecyparis obtusa</i> 'Nana Gracilis'	Dwarf Hinoki Cypress	3' H, 2' W; full sun; dark green foliage, drought tolerant

## GRASSES

	<i>Calamagrostis x acutiflora</i> 'KarlFoerster'	Karl Foerster Reed Grass	5' H; stiffly upright; non-invasive
	<i>Calamagrostis arundinacea</i> 'Overdam' .....	Variegated Reed Grass .....	18'-24' H, 12" W; stiffly upright; tolerates clay soil
	<i>Chasmanthum latifolium</i>	Northern Sea Oats or Woods Oats	2'-3' H, 2' W; reseeds itself, use Preen March & May
	<i>Festuca ovina glauca</i> .....	Blue Festuca .....	8'-12" H; non-invasive, drought tolerant, blue or green
	<i>Imperata Cylindrica</i>	Japanese Bloodgrass	12"-18" H; likes full sun
	<i>Miscanthus sinensis</i> (various cultivars)	Morning Light, Silberfeder, Variegated	5' H, 3' W
	<i>Panicum Virgatum</i> 'Haense Herms' .....	Haense Herms Red Switch Grass .....	Vertical clump grass
	<i>Panicum Virgatum</i> 'Heavy Metal'	Heavy Metal Red Switch Grass	Vertical clump grass
	<i>Pennisetum alopecuroides</i> .....	Fountain Grass .....	2 ½' - 5' H
	<i>Pennisetum alopecuroides</i> 'Hameln'	Hameln Fountain Grass	2' H, 1'-2' W

## SHRUBS

r	<i>Azalea</i> see <i>Rhododendron</i> below		
d	<i>Buddleia Davidii</i> .....	Butterfly Bush .....	6'-10' H & W; full sun; flower purple, summer to fall.
r	<i>Buxus microphylla</i> , Korean, Green velvet.	Boxwood	4'-6' H, 4'-6' W; full to part sun; hedge plant
d	<i>Caryopteris x clandonensis</i> .....	Blue Mist Spirea .....	2'-3' H & W; full sun; flower blue; draught tolerant; semi woody, flowers late season
d	<i>Chamaecyparis pisifra</i> .....	Gold Mop False Cypress .....	3' H, 4' W'; full sun; slow grow, yellow green feathery foliage
c	<i>Clethra alnifolia</i> 'Ruby Spice' .....	Sweet pepperbush .....	3'-6' H & W; full sun to part shade; flower pink, late summer early fall
d, r	<i>Cornus alba</i> 'Elegantissima' .....	Variegated Red Twig Dogwood .....	8'-10' H, 5'-10' W; full sun to part shade, flower creamy white, May to June
c, d, r	<i>Cornus sericea</i> 'Baileyi' .....	Red Twig Dogwood .....	6'-10' H & W; full sun to part shade; flower white, May to June; bright red stems

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
	<i>Euonymus alatus</i> 'Compactus' .....	Dwarf Burning Bush .....	6'-8' H & W; full sun; vivid scarlet autumn leaves prone to scale
d	<i>Forsythia x intermedia</i> 'Spring Glory'	Spring Glory Forsythia	6'-8' H & W; full sun; flower yellow, March to April
	<i>Fothergilla major</i>	Large Fothergilla	10'-15' H & W; full to part sun; flower white, early spring'
c, d	<i>Hamamelis vernalis</i> .....	Vernal Witchhazel .....	6'-10' H, 8'-15' W; full to part sun; flower yellow red, Jan. to Apr.; foliage good fall color
<b>SHRUBS continued</b>			
c, d	<i>Hamamelis virginiana</i> .....	Common Witchhazel .....	15'-20' H & W; full to part sun; flower yellow red, Oct. to Dec.; foliage good fall color
c, d	<i>Hamamelis x intermedia</i> 'Arnold Promise' ..	Arnolds Promise Witchhazel .....	12'-15' H & W; full to part sun; flower yellow, Feb. to Mar.; foliage good fall color
c, d	<i>Hibiscus syriacus</i>	Rose of Sharon	8'-12' H, 6'-10' W; full to part sun; flower pink, June to Oct.
r	<i>Hydrangea anomala petiolaris</i> .....	Climbing Hydrangea .....	30'-50' H, 5'-6' W; shade part to full; flower white, May - July; vigorous growing vine, must be on freestanding trellis
c, r	<i>Hydrangea arborescence</i> 'Annabelle' .....	Smooth hydrangea .....	3'-5' H, 4'-6' W; part shade; flower white, June - Sept.
c, r	<i>Hydrangea arborescence</i> 'Bella Anna'	Smooth hydrangea	2'-3' H & W; part shade; flower magenta, July - Sept.
	<i>Hydrangea macrophylla</i> 'Nikko Blue' .....	Bigleaf hydrangea .....	4'-6' H & W; flower blue in acid soil, pink in alkaline soil; July - Aug.
	<i>Hydrangea paniculata</i> 'Grandiflora' .....	Pee Gee Hydrangea .....	10'-25' H, 8'-16' W; sun to part shade; flower white, July - Sept.; plant only in large common areas
	<i>Hydrangea quercifolia</i>	Oakleaf Hydrangea	6' H x 6' W, Plant only in common areas
d, r	<i>Ilex verticillata</i> 'Sparkleberry', 'Winter Red', or other cultivars	Winter Holly .....	6'-8' H & W; full to part sun; clusters of red fruit all winter
	<i>Ilex x meserveae</i> 'Blue Prince' .....	Blue Prince Holly .....	8'-12' H & W; full to part sun; male evergreen
	<i>Ilex x meserveae</i> 'Blue Princess'	Blue Princess Holly	10'-15' W, 8'-10' W; full to part sun; female evergreen
c, d, r	<i>Juniperus chinensis</i> 'Nick's Compact'	Nick's Compact Juniper	2'-4' H; 8'-15' W; full to part sun; low spreader
d, r	<i>Juniperus horizontalis</i> 'Youngstown'	Youngstown Andorra Juniper	1' H, 2' - 8' W; full to part sun; low spreader
d, r	<i>Juniperus Virginiana</i> .....	Pencil Cedar .....	30'-65' H, 8'-25' W; full sun; tall narrow, use as a frame around house
d, r	<i>Kalmia latifolia</i>	Mountain Laurel	5'-15' H & W; part shade, flower rose to white, May
c, r	<i>Magnolia virginiana</i> 'Glauca' .....	Sweet Bay Magnolia .....	10'-16' H, 6½'-10' W; full to part sun; flower cream, June to Aug.



CODES *	BOTANICAL NAME	COMMON NAME	NOTES
d, r	<i>Myrica pensylvanica</i> .....	Northern Bayberry .....	6'-10' H, 10'-15' W; full to part sun; flower green, yellow in spring
d, r	<i>Paeonia</i>	Garden Peony	1'-3' H & W; full to part sun; flower various color
d, r	<i>Picea abies</i> 'Nidiformis' .....	Norway Spruce .....	2'-8' H, 3'-12' W; full sun; low spreader
d, r	<i>Picea glauca</i> 'Conica'	Alberta Spruce	6'-8' H, 4'-5' W; full sun; dwarf; slow growing
d	<i>Pieris japonica compacta</i> .....	Japanese Andromeda Compact .....	4'-6' H; full to part sun; white bell shaped flowers
d, r	<i>Pinus mugo</i> var. <i>mughus</i>	Mugo Pine	8' H, 16' W; full to part sun; low spreading pine
d, r	<i>Potentilla fruticosa</i> 'Goldfinger'	Goldfinger Potentilla	3' H, 4' W; full sun; flower yellow, late spring to early summer
<b>SHRUBS continued</b>			
r	<i>Potentilla fruticosa</i> 'Pink Whisper' .....	Pink Whisper Potentilla .....	2'-3' H & W; full sun to part shade, flower pink, early summer to late fall, repeat bloomer
r	<b><u>Rhododendron (Various Cultivars)</u></b>	<b><u>Hardy Evergreen Rhododendron</u></b>	<b><u>acidic, organically rich, well-drained soil</u></b>
r	<i>Rhododendron</i> 'Cascade' .....	Evergreen azalea .....	3'-4' H, 4'-6' W; part shade; flower white, April to May
r	<i>Rhododendron</i> 'Hino-crimson'	Evergreen azalea	2'-4' H, 3'-5' W; part shade; flower crimson red, April to May
r	<i>Rhododendron</i> 'Rosebud'	Evergreen azalea	2'-3' H, 3'-4' W; sun part shade; flower rosy, May to June
d, r	<i>Rhododendron Pentanthera</i> .....	Deciduous azalea .....	2'-3' H & W; sun part shade; flower rosy, May to June
d, r	<i>Rhododendron</i> PJM (Various Cultivars)	Hardy Compact Rhododendron	3'-5' H; part sun; flower pink, early spring
d, r	Rosaceae, Knock out Rose .....	Shrub Rose .....	3-4' H, 3-4' W; full to part sun; disease & insect free
d, r	<i>Syringa Pubescens</i> subsp. <i>patula</i> 'Miss Kim'	Manchurian Lilac	4'-9' H, 5'-7' W, full sun; flower lilac, May
d, r	<i>Syringax lacinita</i>	Cut-Leaf Lilac	6'-10' H & W; full sun; flower pink-lavender, spring
	<i>Taxus baccata</i> 'Repandens'	Spreading English Yew	4'-6' H, 6'-8' W; full sun to full shade; low spreader
	<i>Taxus x media</i> 'Everlow' .....	Everlow Yew .....	1'-1½' H, 4'-5' W; full to part sun; medium spreader
	<i>Taxus x media</i> 'Wardii'	Ward's Yew	3'-6' H, 8'-20' W; full to part sun; medium spreader
	<i>Thuja occidentalis</i> 'Techny Mission' .....	Mission Arborvitae .....	12"-15' H, 8'-10' W; full to part sun; for screening of utility areas and patios
d, r	<i>Viburnum Carleslii</i>	Korean Spice	4'-6' H, 4'-7' W; full to part sun; flower white, Mar. -Apr.
d, r	<i>Viburnum latana</i> 'Mohican'	Wayfaring tree Viburnum	7'-8' H, 7'-10' W; full to part sun; flower white, May
d, r	<i>Viburnum plicatum</i> var. <i>tomentosum</i> .....	Doublefile Viburnum .....	8'-10' H, 10'-18' W; sun to part shade; flower white, Apr. to May
d, r	<i>Viburnum Setigerum</i> .....	Tea Virburnum .....	8'-12' H, 5'-8' W; full sun to part shade; flower white, Apr. to May; good fall color
d, r	<i>Viburnum trilobum</i> .....	American Cranberry Viburnum .....	10'-15' H & W; full to part sun; flower white, spring

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
d, r	<i>Viburnum trilobum</i> 'Compactum'	Compact American Cranberry Viburnum	5'-6' H& W; full to part sun; flower white, spring; red berries
d, r	<i>Viburnum x dilatatum</i> 'Erie' .....	Erie Viburnum .....	5'-7' H, 6'-10' W; full to part sun; flower white, May to June; fall color orange-red with similar fruit
d, r	<i>Viburnum x rhytidophylloides</i> 'Alleghany'.....	Lantanaphyllum Viburnum .....	8'-10' H & W; full sun to part; flower creamy white, April to May
c	<i>Weigela</i> 'Red Prince' .....	weigela .....	6'-9' H & W; full sun; flower red, April – June; hedge
c	<i>Weigela florida</i> 'Alexandra' Wine and Roses	weigela .....	4'-5' H, 4'-6' W; full sun; flower reddish pink, April – June; good fall color
c	<i>Weigela florida</i> 'Tango' .....	weigela .....	2'-2½' H, 2½' 3' W; full sun; flower red/yellow, April - June
<b>DWARF SHRUBS</b>			
d	<i>Aronia melanocarpa</i> .....	Black Chokeberry .....	3'-6' H & W; full to part sun; flower white, May; Wine red fall color with black berries
n, d	<i>Betula X plettkei</i> "Cresky Gold"	Dwarf Birch	4'X3' H & W, sun to part sun, brown flower, foliage colors green, orange, yellow blooms on old wood, very cold tolerant
n, d	<i>Buddleia x Lo &amp; Behold</i> "Pink Micro Chip"	Butterfly Bush	2'X2' H&W, sun pink flowers – long blooming, blooms on new wood
n, d	<i>Buddleia x Lo and Behold</i> "Purple Haze" ...	Butterfly Bush .....	2'-3' H, 4'-5' W; full sun; flower purple blue, summer to fall
n, d	<i>Buddleia</i> "Pugster Blue"	Butterfly Bush	2'X3' H&W, sun, flower color blue blooms on new wood summer through Fall
n, d	"Pugster Amethyst"	Butterfly Bush	2'X2' H&W, sun, flower color purple on new wood
n, d	"Pugster Pinker"	Butterfly Bush	2'X2 ½ ' H&W, sun, flower pink on new wood
d, r	<i>Buxus</i> 'Wilson	Northern Charm Boxwood	3'-4' H & W; sun to part shade; flower white, Mar. – Apr.
n, d	<i>Clethra alnifolia</i> Sugatina "Crystalina"	Summersweet	3'X3' H&W, grows in shade or sun, very fragrant white flowers mid-summer, yellow foliage in fall
d, r	<i>Deutzia gracilis</i> 'Nikko'	'Nikko' Slender Deutzia	2' H, 5'-10' W; full sun; white flowers in May
n, d	<i>Deutzia</i> NCDX2 "Yuki Cherry Blossom"	Deutzia	2'X2' H&W full to part sun, pink blossoms in Spring, purple Fall foliage
d	<i>Forsythia</i> "Arnold Dwarf" .....	Forsythia .....	2'-3' H, 4'-7' W; full sun to part shade; flower, yellow, spring
n, d	<i>Forsythia</i> "Show Off- Sugar Baby", Starlet	Forsythia .....	2 ½ 'X3' H&W, part sun to sun, yellow flower blooms on old wood, foliage green to dark green
	<i>Fothergilla gardenia</i> .....	Dwarf Fothergilla	3' H & W; full to part sun; flowers white, April to May; foliage nice fall color

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
n, d, r	Hydrangea arborescens “Invincible Mini Mauvette”	Smooth Hydrangea	3’X3’ H&W, sun to part sun, pink/purple flowers early Summer to frost, blooms on new wood, hearty to zone 4, no deadheading needed, sturdy stems
	Hydrangea paniculata ‘ Bobo’ .....	Bobo Hardy Hydrangea .....	3’ H, 3’-4’ W; full to part sun; white flower, summer to early fall; draught tolerant
n, c, r	Hydrangea paniculata ‘Bombshell’ .....	Bombshell Panicle Hydrangea .....	2’-3’ H, 3’-4’ W; partial sun; white flower, summer to fall
	Hydrangea paniculata “Tiny Quick Fire”	Panicle Hydrangea	3’X3’ H&W, sun to part sun, white flowers that turn pink late in summer, blooms on new wood, drought tolerant
n, c, r	Hydrangea macrophylla “Wee Bit Giddy” Wee Bit Grumpy”	Bigleaf Hydrangea	2’X2 ½’ H&W, sun to part sun, bright red flowers in alkaline soil, red-purple in acidic soil, blooms on new & old wood, pruning not recommended
n, d, r	Ilex Verticillate “Berry Poppins”	Winterberry	4’X4’ H&W, sun to part sun, white flowers, needs “Mr. Poppins” winterberry planted nearby to form berries, blooms on new wood
c	Itea virginica ‘ Henry’s Garnet’	Virginia sweetspire .....	3’-4’ H, 4’-6’ W; full sun to part shade; white bloom, May to June
d, r n, d	Juniperus squamata ‘Blue Star’	Blue Star Juniper	1’-3’ H, 1’-4’ W; full sun; showy fruit
	Philadelphus coronarius “Illuminati Sparks”	Mock Orange	4’X4’ H&W, sun to part sun, fragrant white flowers in late spring, variegated gold & green foliage, blooms on old wood
n, c	Physocarpus opulifolius “Tiny Wine” Ninbark	Ninebark	3’-5’H & 3’-4’W, sun, bronze-maroon foliage to purple blooms, pinkish white all spring, blooms on old wood, no pruning needed.
n, d	Pieris Japonica “FARROWJRF” “Interstellar Lily of the Valley”	Lily of the Valley or Japanese Andromeda	4’X4’ H&W, sun to part shade, ruby lantern shaped flowers in early summer, new growth is red and winter interest
n, d	Sambucus racemose “Lemony Lace”	Elderberry	3-5’C3-5’ H&W, part shade, golden lacey foliage, new growth red in spring with white flowers, red berries in fall.
n, d	Spirea japonica “Double Play – Candy Corn”	Gold Spirea	2’X2’ H&W, sun to part sun, gold foliage, hot pink flowers throughout summer
c, d, r n, d	Spiraea japonica ‘Little Princess’	Little Princess Spirea	1½’-2½’ H, 2’-3’ W; full sun; flower pink, May to July
	Symphoricarpos “Sophie”, Proud Berry	Coral Berry	4’X4’ H&W, sun, part shade to shade; bright pink berries in late summer and fall, pink flowers in summer on new wood.

CODES *	BOTANICAL NAME	COMMON NAME	NOTES
n, d, r	Syringa x “Baby Kim”	Lilac	3’X3’ H&W, sun, fragrant purple flowers, spring blooms on old wood, cold tolerant
n, d	Syringa “Dwarf Purple”, “Dwarf Pink”, “Dwarf Purpink”	Lilac- Bloomerang	3’X3’ H&W, sun blooms on old & new wood, flowers shades of pink or purple
d	Syringa ‘Penda’ Boomerang	Lilac rebloomer	3’-4’ H & W; full sun; flower purple pink, Apr. to May
	Thuja occidentalis, “Anna’s Magic Ball”	Arborvitae	3’X4’ H&W, sun to part sun, evergreen yellow mound, no pruning needed, maintains its color all year, hardy in zone 3
	Thuja occidentalis, “Fire Chief”	Arborvitae	4’X4’ H&W, red-orange foliage, maintains color all year, mounded shape, needs no pruning
	Thuja occidentalis, “Tater Tot”	Arborvitae	2’X2’ H&W, dense green foliage, evergreen, needs no pruning
d	Tsuga Canadensis ‘Jeddeloh’ .....	Canadian Hemlock .....	2’-3’ H x 3’-4’ W; part to full shade; conifer with weeping tip,
n, d, r	Viburnum cassinoides “Lil’ Ditty”	Viburnum	2’X2’ H&W, sun to part sun, blooms on old wood, flowers white to creamy, blooms late spring
n, d, r	Viburnum plicatum var.tomentosum “Wabi-Sabi”	Viburnum	3’x4’ H&W, sun to part sun but shade tolerant, white flowers bloom on old wood, deer and rabbit resistant
c	Weigela ‘Minuet’ .....	Weigela .....	2’-3’ H, 3’-4’ W; full sun; flower purple-red, May – Jun.
c	Weigela florida “Elvera Midnight Wine”	Weigela	1 ½ ‘-2’ H&W, full sun flower reddish pink, Apr.-Jun.
c	Weigela florida “Verweig My Monet”	Weigela	1’-1 ½’ H&W, full sun, flower soft pink, Apr.-Jun.

Plant AFTER mulch has been applied in Spring.  
Refer to rules and regulations for schedule of mulch deep edging and cultivation.

**ADDENDUM 2 – MAINTENANCE OF LOTS/UNITS ASSOCIATION VS. OWNERS RESPONSIBILITY**

AVENBURY LAKES HOMEOWNERS ASSOCIATION

Created 9-5-2008 - Updated 3-10-2016

CATEGORY		MAINTENANCE ITEMS TO MAINTAIN, REPAIR OR REPLACE	ASSOC	OWNER
		SEE RULES & REGS (G2) FOR MORE INFO ON ROOF, GUTTER, AND SIDING RESPONSIBILITIES		
ROOFS	1	Shingles, underlayment & roof decking material	X	
	2	Ridge, soffit or other roof vents extending from the roof deck	X	
	3	Ice guard, flashing	X	
	4	Any pipe, vent or stack extending from the roof deck outward		X
	5	Removal of dirt, debris, animal or other material inside any pipe or vent		X
	6	Roof insulation within the unit		X
	7	All structural and components of exterior walls & roof; framing, joints & stringers		X
	8	Roof trusses		X
		SEE RULES & REGS (G2) FOR MORE INFO ON ROOF, GUTTER, AND SIDING RESPONSIBILITIES		
GUTTERS	1	Gutters & downspouts	X	
	2	Gutter cleaning	X	
	3	Facia board to which gutter is attached	X	
	4	Gutter guards including repair, replacement & cleaning		X

SIDING	1	Exterior siding, house wrap material	X	
	2	Trim boards, soffits, plywood or other material between siding & structural framing (studs)	X	
	3	Caulking and/or flashing around windows & doors	X	
	4	Any insulation located in an exterior or perimeter wall		X
WINDOWS	1	All walls, floors, ceiling and insulation and improvements inside the unit		X
DOORS	2	All windows and doors including screen doors, storm doors and garage doors		X
	3	All window and door glass and screens, frames, sashes, jambs, thresholds and hardware		X

CATEGORY		MAINTENANCE ITEMS TO MAINTAIN, REPAIR OR REPLACE	ASSOC	OWNER
MISC. ITEMS	1	Any awnings, generators or solar tube(s), installation and replacement		X
	2	Painting of all exterior, exposed wood surfaces, frames, molding, fascia boards	X	
	3	Painting of soffits & foundation walls extending above ground painted as part of the original construction	X	
	4	Painting wood thresholds and kick plates at the bottom of exterior doors	X	
	5	Exterior cover of any dryer vent on the exterior wall		X
	6	Any vent or pipe that may protrude from a wall, including a foundation wall		X
	7	Kick plate under any exterior door leading into a unit	X	
	8	Wood block on which exterior electrical outlets are mounted	X	
	9	Exterior electrical outlets & all exterior light fixtures		X
	10	All interior and exterior components of any door bell system		X

	11	Any exterior water spigot - except for winterization and spring reactivation		X
	12	All footer drains, French drains and other storm water drainage lines outside unit	X	
	13	The siding on any chimney chase and structural repairs to the chase	X	
	14	Flue located in the chimney chase and the chimney pipe extending outside the unit		X
	15	Cleaning of fireplace chimney pipe		X
	16	The pad on which the air-conditioner or any generator is located		X
	17	Exterior flag holder, including damage to the exterior siding or other parts of the unit		X
	18	Privacy fence repair and replacement		X
	19	Individual residential lawn sprinkler systems		X
PATIOS DECKS & RAILINGS	1	Concrete patios, concrete steps and concrete porches installed by developer	X	
	2	Concrete patios added after the initial construction or covered with brick, carpet or other material		X
	3	Any post situated on a front porch connecting to the roof area	X	
	4	Any underside of any front porch roof area, the porch floor and foundation	X	
	5	All decks & all steps leading /serving rear patios, enclosed porches or sunrooms		X
	6	Rear patio enclosed after the initial construction & interior siding		X
	7	Owner installed rear patio or side patio outside enclosed patio after initial construction		X
	8	Railings installed on front porches or steps during initial construction	X	
	9	Railings installed after initial construction of unit		X

CATEGORY	MAINTENANCE ITEMS TO MAINTAIN, REPAIR OR REPLACE	ASSOC	OWNER
UTILITIES	1 Gas, electrical, sanitary or water lines located outside of the walls or foundation	X	
FOUNDATIONS	2 Gas, electrical or other utilities servicing a unit		X
	3 Wood or other material on which a meter may be mounted on the outside	X	
	4 Utility lines leading from the meter into the unit & underneath a unit		X
	5 Outside gas lines for an outdoor grill or other outside utility lines installed by owner		X
	6 Any duct work located underneath the floor of a unit or water leaking into duct		X
	7 The foundation, footer, foundation walls & floors forming a basement area		X
	8 Settlement or movement of the foundation		X
	9 Waterproofing of the foundation & repair of any chipping of foundation walls		X
	10 Glass block windows located in the foundation wall		X
	11 Radon mitigation system including exterior ventilating pipe		X
	12 Sump pump located in or underneath the unit		X
	13 Discharge pipe for a sump pump to the connection to outside storm drain		X
	14 Heating, ventilating, electrical, plumbing & mechanical systems & components that serve the unit located inside or outside the unit		X
	LANDSCAPING	1 Landscaping, including grass maintenance and cutting	X
PEST CONTROL	2 Replacement of any plantings in the foundation bed outside of the unit		X
	3 Replacement of shrubs, bushes, trees or other plantings beyond the foundation bed	X	
	4 Removal of dead material beyond the foundation bed	X	



	5	Maintenance of any shrub, bush, tree or other approved plantings installed by owner in common area	X	
	6	Pest control in the foundation beds and elsewhere on the common property area	X	
	7	Pest control from the exterior of the unit inwards, including pipes, vents, chimney stacks attached to the unit		X
MAILBOXES	1	Street numbers located on the exterior of the unit, front door or elsewhere	X	
	2	Mailbox including the post, numbers and painting	X	
	3	Brick pavers installed around the mailbox posts		X