

PRESTON TRAILS HOMEOWNERS ASSOCIATION HANDBOOK

www.prestontrails-hoa.com

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INTRODUCTION

Welcome to the Preston Trails community! As a new homeowner in our development, we understand that you may have questions about the Homeowners Association (HOA), including the by-laws and deed restrictions outlined in the documents you received online or obtained from the county recorder's office. In collaboration with our property management company, the Board of Directors has developed this handbook to clarify and address common inquiries.

We aim to offer guidance on our bylaws and deed restrictions and provide a list of helpful resources. The purpose of this handbook is to complement, not replace, the Deed Restrictions, Code of Regulations, and any other recording document (referred to collectively as the "Declaration"). In the event of any discrepancies between this Handbook and the Declaration, the Declaration will take precedence.

GOOD NEIGHBOR POLICY

While the Board is committed to maintaining a positive community environment, we encourage neighbors to address any concerns directly and respectfully with one another. Please note that the Board does not become involved in personal disputes unless there is a clear violation of the community governing documents. - Preston Trails Board of Directors

MANAGEMENT COMPANY

Dear Preston Trails Owners,

Towne Properties is a full-service real estate management organization providing a complete range of services. As the area's leader in association management, Towne Properties delivers the staff, services, and knowledge best suited to the needs of each association and owner. We pride ourselves on our customer service! Our office has a team concept of responsibilities that will ensure efficient servicing of your needs.

-Lori Robinson, Association Manager, is responsible for the management and support of the community, including, but not limited to, daily operations, regular interaction with and support of the Board of Directors, homeowners, vendors, meeting attendance, and overall community business management.
Phone/voicemail: 614-781-0055.
Email: lorirobinson@towneproperties.com

For your convenience, voicemail can leave detailed messages and requests for action during and after regular office hours of 8:30 a.m. to 5:00 p.m. Monday through Friday. One of the team members will answer voicemail messages. If there is an after-hours emergency, please call 614-781-0055 and follow the voicemail prompts.

Towne Properties provides owner access to a portal with specific information for you and your community. Register at TowneProperties.com or download the app on the Google Play Store or the App Store and search "Towne Properties COA/HOA App." Please note that you must have a valid email registered with Towne and a registration number to set up an online account.

If you have any questions or concerns, please get in touch with us. We look forward to being of service to you and your community!

Sincerely,

Columbus District Office
777 A Dearborn Park Lane
Worthington, Ohio 43085

Kim Brown
Regional Vice President, Towne Properties

RESOURCES

City of Pickerington

Emergency - 911

Non-Emergency – 614-575-6911

Property Management Company

Towne Properties - 777 A Dearborn Park Lane, Worthington, Ohio 43082

Phone - 614.781.0055

Resident Portal and Login Information

The resident portal (Rent Café) is available 24/7 at www.towneproperties.com to view account activity, make online payments, or review association documents.

You may log in to the Café by visiting **www.towneproperties.com**, then clicking the "Resident Login" page in the top right corner.

If you have not registered your account, you will select "Click here to Register." Select your community and complete the User Registration information. All official mailings include your registration code, including the yearly annual packet. You may also contact your manager's administrative assistant for this information.

Concerns/ Issues/ Questions:

All concerns/ issues/ questions should be emailed/ phoned to the management company first. If there is no resolution with the management company, your property manager will contact the Board of Directors for further action.

Towne Properties Point of Contact: lorirobinson@towneproperties.com

COLLECTION POLICY

The following collection policy is hereby adopted by the Board of Directors (Board) for Preston Trails Homeowners' Association, Inc. ("Association") on this 31st day of March 2022.

1. At the time of adopting this Collection Policy, the operating assessment for each Lot is annual and is due no later than February 1st of each year. The yearly operating assessment amount is subject to change. Each year, according to the annual budget adopted by the Board. The Board has the authority to charge operating assessments, special assessments, individual lot assessments, and enforcement assessments from time to time according to the Deed Restrictions.

2. One annual administrative late fee of $25.00 shall be assessed if the assessment is over thirty (30) days past due. Further, an NSF fee of $35.00 (or the amount charged by the bank) shall be charged to the owner's account for each check or automatic withdrawal returned or cancelled for insufficient funds in the owner's account. The management company reserves the right to assess an administrative handling charge for the processing and administrative duties related to any delinquent account.

3. The Association's attorney shall send a demand letter to any owner whose account is delinquent ninety (90) days or more, with the costs of the letter to be added to the owner's account. The demand letter shall not be deemed a condition precedent to any collection actions below. The demand letter will be sent to the owner at the address of the Lot for which the assessments are owed. Should an owner wish to send demand letters to an alternate address, the owner must notify the Property Manager of such alternate address in writing.

4. The Association's attorney shall file a lien against any Lot for which the account is delinquent $300.00 or more. The Association's attorney shall file a lien release upon full payment of any past due balance owed if a lien has been filed for an unpaid balance.

5. The Association's attorney shall initiate a foreclosure action, with Board authorization, against any owner with an account balance of $1,000.00 or more for unpaid assessments, interest, and other related charges. The complaint shall not be dismissed until all amounts past due are paid in full, including all legal fees and court costs.

6. All costs related to collection of unpaid assessments and any other administrative or bank charges associated with a delinquent account, including attorney's fees and paralegal fees, court costs, recording/filing fees, and postage, will be charged to the delinquent owner's account and made a part of the unpaid balance owed to the Association.

7. The Association's attorney shall file an Answer and Crossclaim, with the Board's authorization, in any foreclosure initiated by the owner's lender or another lien holder. The Association's Crossclaim shall not be dismissed until all amounts past due are paid in full, including all legal fees and court costs.

8. At the discretion of the Board, the Association's attorney may file complaints for the collection of delinquent amounts in Municipal Court (including Small Claims Division). At the direction of the Board, the Association's attorney shall file a lawsuit in Municipal Court (Small Claims Division) when a delinquent account balance reaches $600.00 or more.

9. Suppose the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any delinquency milestones set forth herein. In that case, the Board may authorize the immediate filing of a lien and/or foreclosure.

10. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to enforcement and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association; and (4) to the principal amounts the lot owner owes to the Association for the delinquent assessment or installments, applying to the oldest principal amounts first.

11. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment submitted on a delinquent account.

12. The Board shall suspend the voting rights of any member of the Association with an unpaid balance due to the Association on the member's account.

This Collection Policy will remain full force and effect until the Board changes the collection policy completely.

The President of Preston Trails Homeowners' Association, Inc. hereby acknowledges that this collection policy was adopted by a majority vote of the Board of Directors at a duly called and noticed meeting of the Board of Directors for Preston Trails Homeowners' Association, Inc.

ENFORCEMENT POLICY

Notwithstanding anything contained in these Rules (Also referred to as the "Handbook"), The Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, or the Rules outlined in this Handbook or Rules promulgated by further action of the Board ("Governing Documents") as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney's fees, will be assessed to the account of the responsible Owner as allowed by Ohio law.

1. The Owner is responsible for any violation of the Governing Documents by the Owner, the Owner's guests, or the Occupants, including tenants, of the Owner's dwelling.

2. An owner may request a hearing upon the 3rd or more enforcement letters. The Owner must mail or deliver a written "Request for Hearing" notice to request a hearing. If the Owner fails to request a hearing, the right to the hearing is waived, and the enforcement of the violation stands.

3. All costs from any violation, including enforcement assessment, cleaning, repairs, or removal, will be charged to the responsible Owner's account as allowed by Ohio law.

4. Before the imposition of an enforcement assessment for a violation, a series of **three** letters shall be sent to the Owner responsible for compliance.

5. The first letter offers a reminder and warning of the rules and requests compliance with no fine.

6. The second letter will include a policy reminder and request compliance to avoid further action and fines.

7. The third letter will include a policy reminder and request compliance so that further action may be avoided. This letter will carry a fine of $25. billed to the homeowner's account.

8. Each warning letter thereafter that is mailed to a homeowner will include an additional fine of $50.00 and/or more, depending on the specific violation.

9. If the violation is not cured following the above-referenced measures, the Association may transfer the matter to the Association's legal counsel for further enforcement. The costs of all such enforcement actions taken by legal counsel shall be assessed against the Lot violating the Governing Documents.

10. All sanctions imposed shall be fair, reasonable, and uniform and shall not favor any owner or group of owners over another. In its sole and absolute discretion, the Board shall establish fair and reasonable sanctions for any given rule violation.

ARCHITECTURAL CONTROL AND REVIEW

Homeowners who wish to make any alterations or additions to the exterior of their property must submit an Architectural Application along with a $25 application fee. Applications must include professional drawings detailing the proposed changes. All modifications require prior review and written approval by the Board of Directors before any work may begin.

1. Upon approval by the Board of Directors, all plans must be submitted to and approved by the Violet Township / City of Pickerington for a permit, if applicable, before any exterior modifications can begin.
2. The owner shall bear all costs for architectural drawings, land costs, legal fees, permit fees, etc., involved in said projects.
3. The Owner and any subsequent purchaser must maintain all exterior alterations so they do not detract from the Property.
4. Modification to the surrounding landscaping of a Unit requires prior submittal of plans to, and written approval from, the Association's Architectural Review Committee.
5. Only owners who are currently paying all association fees and assessments may submit a request for an exterior modification.

APPLICATION NEEDED?	YES	NO
Interior Remodel		X
Roof Replacement		X
Pool Install	X	
Fence Install	X	
Garage Door Replacement		X
Front Door Replacement		X
Shed Install	X	
Deck Install	X	
Yard Light Replacement		X
Playground Equipment		X
Front Yard Tree Removal		X
Landscape Additions		X
Siding	X	
Solar Panels	X	

PROPERTY GUIDELINES

Animals/Pets

1. **All pets** must always be kept on a hand-held leash and under the owner's complete physical control when outside the dwelling.
2. **All Pets** are not allowed to be tied out or tethered to the front or sides of property.
3. **All Pet** waste must be picked up immediately and entirely on your Lot or the Common Elements. Pets are not permitted to defecate on another Owner's Lot. Failure to clean up after a pet may result in enforcement assessments or other remedies available to the Association.
4. **All Pet** waste must be disposed of at the Owner's dwelling.
5. **All Pet** noise that causes a nuisance or unreasonable disturbance is prohibited. For this rule, pets who make noise continuously for a period of ten minutes or more, or intermittently for a period of two hours or more, to the disturbance of any Occupant, whether indoors or outdoors, at any time of the day, are considered a nuisance or unreasonable disturbance.
6. No livestock or large exotic animals shall be kept upon any lot.
7. No animals or insects of any kind, except dogs, cats, or other household pets kept for domestic purposes only and not kept or bred for any commercial purpose, shall be kept upon any Lot.

Decor and Lot Improvements

As specified in Declaration Article 5, Owners are not permitted to construct, modify, add, or alter Improvements visible from the exterior before receiving prior, written approval from the HOA Board of Directors by submitting an Architectural Review Form.

Lot Maintenance Standards

1. Owners must routinely mow their grass, reseed bare areas, and treat turf and bed weeds.
2. Owners must maintain all exterior components of their homes and lots, keeping them in good repair and free from algae or dirt. Owners will paint exterior components to prevent peeling or faded paint.

Fences

1. Wire, chain link, or other non-decorative metal fences are prohibited.
2. No fence or wall shall be erected, placed, or suffered to remain on any Lot beyond the building setback line(s) as shown on the Plat, nor shall any fence or wall be greater than six (6) feet in height.
3. Subject to paragraph 5.17, nothing herein contained shall be construed to prevent using such a portion of any Lot for walks, drives, planting of trees or shrubbery, growing of flowers or other ornamental plants.
4. Notwithstanding the foregoing, fences located immediately adjacent to Dwellings for screening, if approved by the Board of Directors according to Section 5.01, may be

greater in height than four (4) feet, but in no event greater than six (6) feet.

Patio installations or extensions

1. Must be approved by the Architectural Review Committee before work begins.
2. Decks are permitted and must be approved through the ARC before work begins.
3. Owners must maintain patios and decks (i.e., weeding and staining when needed).

Siding, Shutters, and Signs

1. Exteriors must be kept free from mold and mildew.
2. Owners are responsible for keeping siding and molding clean.
3. Shutters and doors cannot be severely faded and must be painted to maintain their outside appeal.
4. One temporary “For Sale” or “For Rent” sign, not exceeding 4 square feet in area.
5. Signs must be professionally made and cannot be offensive or include profanity.

Landscaping and Snow Removal

1. Owners are responsible for snow removal on their Lot.
2. The Owners are responsible for reasonable mowing, landscaping, and Lot maintenance per Article 5 of the Declaration.
3. Landscaping beds on the Lot are the Owner’s responsibility and must be maintained. All weeds must be pulled, shrubs trimmed, and beds mulched.
4. Leaves are NOT to be blown into streets or street drains. Leaves and other dead plant material must be placed in the brown paper lawn bags available at home improvement and grocery stores and at the curb for pickup following the trash collection schedule and guidelines.

Trash Collection

1. All trash shall be stored in trash containers or recycling bins provided. Lots must be free of waste and debris and not stored in appropriate containers. Residents are expected to keep the lots clean.
2. Trash containers must be returned to the garage or the side of the house on the same day as pickup.
3. Trash containers cannot be stored on porches or in front of garages at any time.
4. Yard Waste must be placed in a brown garbage bag in front of your home on the curb for pickup.
5. Bulk pickup items must be scheduled through Rumpke. Bulk pickup items must not be left out for collection before 5:00 pm the night before collection or left out more than 8 hours past the scheduled pickup day. Owners must move the items back inside the garage or dwelling if something is not collected as anticipated.

Parking and Vehicles

1. Parking is encouraged in garages and driveways since streets are narrow and emergency equipment, snow removal vehicles, and delivery trucks need to be able to get through.

2. Inoperable and damaged vehicles or components/parts cannot be parked, placed, or stored on any Lot. This includes cars with flat tires.

3. Unless provided in Article 5.14 of the Declaration, trucks, commercial vehicles, boats, trailers, campers, and mobile homes are prohibited from parking on any street OR any Lot. These vehicles cannot block or impede residents' ability to enter/exit their driveways or drive down the street. Vehicles can not interfere with emergency vehicles, trash trucks, mail trucks, or other vehicles.

4. Owners are responsible for ensuring their visitors adhere to parking guidelines.

5. Parking on the grass is prohibited.

6. The Association follows the ordinance for the Township regarding abandoned and inoperable vehicles that are left unmoved on the streets, as well as those that violate parking guidelines. Cars that ~~inoperable~~are inoperable and/or not moved within Township guidelines will be marked and towed at the Owner's expense if not moved. Towne Properties or a Board Member will attempt to locate the vehicle's owner before towing. However, Owners are responsible for where they park.

Mailboxes

A. Mailboxes are the owner's responsibility and must be maintained.

B. Mailboxes needing replacement must be in the exact location on the street and the same height as the mailbox being replaced.

C. Per Section 5.08, all mailboxes serving dwellings shall be uniform type and grade. Mailboxes can be ordered through Cedar Craft Products using the access code below.

Cedar Craft Products, Inc.
Preston Trails 2019
Code # PTT52K1B
776 Reynoldsburg – New Albany Road
Blacklick, Ohio 43004
Ph. (614) 759-1600 ***www.cedar-craft.com***

Sheds

1. No structure shall be erected, placed, or suffered to remain on any Lot pursuant to Section 5.12 of the Declaration, except those approved by the HOA Board of Directors and in compliance with Section 5.07.

Pools

1. Above-ground swimming pools measuring more than sixty-four (64) square feet are not permitted.
2. A fence must be installed around your pool, regardless of whether it is inground or above ground.

Miscellaneous Restrictions

1. A satellite receiver (dish) more than one (1) meter in diameter is not permitted.
2. Solar energy collector panels or attendant hardware or other energy conservation equipment is not permitted unless it is an integral and harmonious part of the architecture or design of the Dwelling as determined in the sole discretion of the Board.
3. Antennas extending more than eighteen (18) inches above the finished grade of the roof of any Dwelling.

Preston Trails Homeowners Association, Inc. Records Inspection Policy

Only Members of the Association have the right to review and receive copies of the Association's books and records. Inspection and copying of documents by an Association Member, or the Member's agent or attorney, will occur once the Association Member (including the Member's agent or attorney) has completed and signed the Records Request Form. No Member (including the Member's agent or attorney) is permitted to distribute any record or information obtained through the record inspection to another person, entity, or organization, even if affiliated with the Association.

WHEREAS, Ohio Revised Code 1702.15 provides, "each corporation shall keep correct and complete books and records of account, together with minutes of the proceedings of its incorporators, members, directors, and committees of the directors or members. Subject to limitations prescribed in the articles or the regulations upon the right of members of a corporation to examine the books and records, all books and records of a corporation, including membership records prescribed in 1702.13 of the Revised Code, may be examined by any other member or director or agent or attorney of either, for any reasonable and proper purpose and at any reasonable time."

WHEREAS, Section 5.03 of the Code of Regulations provides the Secretary of the Association, or their designee/agent, shall keep accurate records of the acts and proceedings of the Board of Trustees including records of the names and addresses of the Members of the Association, books, records, documents, and other property.

WHEREAS, under Article XVI of the Code of Regulations, the Board of Trustees ("Board") has hereby adopted the following rules and regulations regarding any request for the inspection of the Association's books, records, papers, Article of Incorporation or Code of Regulations or any other document associated with the Association:

1. The purpose of this Record Inspection Policy is not to limit the inspection of the Association's records but to provide for an orderly and manageable request made by any Member of the Association to the Board for the inspection or copying of the Association's books and records.

2. The Board, by adopting this Records Inspection Policy, is creating reasonable standards regarding the inspection of its books and records, including the times and locations at which those books and records may be examined or copied and the specification of a reasonable fee for copying any documents.

3. All Association record inspection requests or requests for copying Association books and records submitted to the Board from a Member, agent, or attorney of either must be made through the Record Request Form adopted by the Board. Documents related to the books and records of the Association will not be provided to any Member (or the Member's agent or attorney) until the Record Request Form is entirely completed and signed by the Member.

4. Once the Record Request Form is submitted to the Board, the Board will process the request by responding to the appropriate individual requesting within ten (10) business days. The Board reserves the right to provide access to the requested records for inspection or copying within a reasonable time, based on the volume and type of records and ~~documentsrequested~~documents requested. The reasonable time may exceed the ten (10) days referenced above.

5. The Board reserves the right to deny inspection and copying of any documents within the Association records until the Member requesting the inspection and copying of the books and ~~recordsprovides~~records provides a "reasonable and proper purpose", as deemed appropriate by the Board.

The following costs will be charged for copies: (1) up to $.75 per page or another reasonable amount established by the Board of Trustees; and (2) for more labor-intensive requests, the actual costs incurred by the Association if the Association must pay any charges related to the record request.

The following records within the Association's books and records **will not** be available for inspection or copying at any time:

1. Minutes from Board executive session ~~meetings;~~meetings.
2. Information related to HOA property-related personnel matters, including, but not limited to, time sheets, rate of pay, job applications, and performance reviews, if any.
3. Any agreements or communications with the Association's legal counsel; the Association's attorney's work product about potential, threatened, past, or pending litigation; communications and opinions from or to the Association's counsel regarding other Association and HOA property-related matters; and communications to, from, or between the Association's counsel, Board, or Manager (if there is a manager).
4. The telephone numbers, e-mail addresses, or other confidential information of the Association's Members, property owners, or tenants on file with the Association.
5. Any information that the Association is prohibited from disclosing according to federal, state, or local law.
6. Information that pertains to transactions currently under negotiation, including, but not limited to, unaccepted bids and quotes from prospective contractors or other service providers, or

APPENDIX

Architectural Review Form

New Owner Information Form