The Village at Thornapple Homeowners' Association

Community Handbook, 7.0 Edition

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Welcome to the Village at Thornapple:
Jewel of the West Side of Columbus

Our community, 275 distinct homes spanning 18 beautiful streets, was established in 1992 by developer C.V. Perry. We are a warm and diverse community of residents with a longstanding sense of pride in home ownership.

Our homeowners' association is committed to maintaining the highest standard of community pride. Association membership is not elective. Every homeowner automatically becomes a member when they purchase their home. As such, homeowners are responsible for abiding by the governing documents of the community: Quitclaim Deed, Architectural Design Guidelines, Policies, and Procedures. Voting privileges are reserved for homeowners whose dues are paid in full.

What do your dues pay for?

The homeowners' association is responsible for maintaining $550,000.00 in community assets which include:

- 3 acres of reserve property: 2 entryways, the community park, and their features
- 6,000 square feet of landscaping beds
- 3,100 linear feet of community fence and landscape easement tree line
- 20 cedar street signposts
- Insurance on all assets

Please take a few minutes to become familiar with the Community Handbook. It is designed to communicate the community standards and expectations and to help you understand the role and function of the association's board of directors. This handbook, as well as additional community information, can be found at www.thornappleassociation.org. If you have any questions, please e-mail the board of directors at **board@thornappleassociation.org**.

Welcome Home!

The Village at Thornapple Homeowners' Association

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DEFINITION OF TERMS

1) Appurtenant - Pertains to.
2) Architectural Review - The process by which a homeowner requests the review of exterior home improvements to ensure Deed Restriction and Design Policy compliance.
3) Code of Regulations - A document, recorded in the county records, which relates to the overall governance of the Village at Thornapple Homeowners' Association. It defines membership, voting privileges, and the duties of the Village at Thornapple Homeowners' Association's Board of Directors. It details the Board's authority and responsibilities which include establishing a budget and the collection of assessment payments.
4) Common Property – See Reserve Property.
5) Corner lot - A lot abutting the intersection of two (2) streets.
6) Deed Restriction (Quitclaim 5.02 – 5.16) - Articles within the Quitclaim Deed which restrict the alteration and usage of property. It prohibits, but is not limited to, such things such as chain link fences, above-ground pools, storage buildings, and recreational vehicle storage.
7) Design Policy - The Design Policy establishes the standards of curb appeal within our community. It also defines the process for the review of all exterior home improvements and provides a mechanism to enforce compliance. The authority to establish and enforce the Design Policy was decreed to the Board in the Quitclaim Deed through Assignment of Architectural Control. This document transferred the Developer's authority to the Board in order to further develop the community design standards. Standards include the earth tone and neutral color of homes, uniform mailboxes and posts, and general property maintenance. A strong Design Policy and consistent enforcement maintains property values and an overall community appearance.
8) Foundational Colors - The colors on a home which typically do not readily change. For example, brick and stone color remain unchanged and should be the central point of reference for roof, stucco, window trim, vinyl siding (sections 6 and 7) color compatibility. Body, trim, and accent elements should complement all of the foundational colors of the home.
9) Front Elevation View - The straight on view of the home and lot within the property lines of a residence along an abutting public right-of-way.
10) Hypothecate - Test the market value of.
11) Not-for-profit Corporation - A corporation that is formed for a reason other than making a profit or for financial gain. The earnings and any portion of the earnings of this corporation cannot be given to any director, officer, or homeowner or any other individual within the Association unless it is for direct reimbursement for services performed on behalf of the Association.

12) Ohio Revised Code -The statutory code of Ohio law. - Contains all acts passed by the Ohio General Assembly and signed by the Governor of Ohio to govern restricted communities. See Chapter 5312 Ohio Planned Community Law.

13) Outbuilding - An **enclosed** structure not connected by footer and foundation to the primary dwelling. All buildings for storage, not including the residence garage, are strictly prohibited.

14) Quitclaim Deed (QD) - Drafted by C.V. Perry and recorded with the county records in 1992, the Quitclaim Deed is the "master plan" for The Village at Thornapple. As "title" to the land and each section, it established the overall community design, lot specifications, and restrictions which apply to each lot owner in the development. These restrictions "run with the land" which means if you purchase a lot within the development you are bound to these restrictions. The QD also established the corporation, Thornapple Association Inc. It empowered the Board to establish the Design Policy. It established the Board's mandate to enforce community standards and its fiduciary responsibility to maintain community assets.

15) Reserve Property (common elements) - Property, and all its improvements, within the Village at Thornapple assigned by the Developer to the Homeowners' Association. These include Thorncrest Drive and Rothchester Drive entryways, Community Park, and Community fence and easement.

16) Screen from View - The use of a pre-approved structure or live evergreen landscaping material to meet the compliance standards for **year-round** screened from **front elevation view**. Please refer to **VAT HOA Community Handbook**, pp. 20-29, for the specific Design Guideline screening requirements. Corner lots have the distinction of having greater front elevation visibility considering that the property lines abut to more than one public right-of-way. All required structures must meet screened from view standards for both public right-of-way elevations on a corner lot. Screened from view does NOT apply to items which are prohibited on any lot regardless of visibility.

17) Standard lot - A lot abutting a single public right-of-way.

CODE OF REGULATIONS

Franklin County Records, Instrument Number 201010270143356

FOR THE VILLAGE AT THORNAPPLE HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME, LOCATION, AND PURPOSES OF THE ASSOCIATION

Section 1. Name. The name of the corporation is The Thornapple Association, Inc. (the "Association"). The Association is an Ohio not-for-profit Corporation (Definitions, p. 1). created pursuant to the provisions of Chapter 1702 of the Ohio Revised Code (Definitions, p. 2).

Section 2. Principal Office. Any written correspondence for the Board of Directors can be sent to The Village at Thornapple Association, Inc., 6369 Thorncrest Drive, Galloway, Ohio 43119.

Section 3. Purpose. The purposes for which an Association is formed are generally, to serve as a "homeowners' association" as that term is defined in Section 528 of the United States Internal Revenue Code of 1986, as now in effect and as may be amended from time to time, and to that end to hold title to, or easements over, land currently within The Village at Thornapple Subdivision Sections 1, 2, 3, 4, 5, 6 and 7, inclusive, Franklin County, Ohio, and made subject to any of the restrictions that govern or that may subject to this Association, for common purpose, including but not limited to detention areas, utility areas, landscape areas, pond areas, and /or landscape entry areas (as may exist), to maintain and administer such land and common areas in accordance with the plat of The Village at Thornapple Sections 1, 2, 3, 4, 5, 6 and 7, inclusive (the "Development"), of record in Plat Book 75, page 8, Plat Book 78, page 47, Plat Book 81, page 31, Plat Book 83, page 64, Plat Book 85, pages 62 and 63, Plat Book 87, page 17 and 18, and Plat Book 89, page 70 and 71, and the deeds containing restrictions of record recorded in Official Record 18430, page G17, O.R. 23984, page B13, O.R.. 27924, page E08, O.R. 30842, page D06, and O.R. 33768, page I13, Instrument No. 199710270127264 and Instrument No. 199810080257998 (collectively, the "Restrictions").

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate (Definitions, p.1), borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Ohio Revised Code (Definitions, p.2). The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

ARTICLE II

MEMBERSHIP, VOTING AND DUES

Section 1. Membership. Every person or entity who is the record owner of any lot in The Village at Thornapple shall be a member of the Association (collectively, the "Members," individually, a "Member"). The membership of each person or entity shall terminate when the person or entity ceases to own any undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, membership in the Association which appurtenant (Definitions, p. 1) to that interest shall automatically be transferred to the new owner(s) of the interest. No member may otherwise terminate his or its membership in the Association or sever that membership interest.

Section 2. Privileges of Membership. Provided that all of the Member's annual and special membership dues are paid in full, membership shall entitle the holder thereof, or its representative in the event that the Member is not an individual or individuals, to all the privileges of membership, including the rights to vote and to hold office in accordance with the provisions of Section 3 of this Article II.

Section 3. Voting Rights. Provided that all of the Member's annual and special membership dues are paid in full, each Member shall have one vote for each lot he/she owns. If more than one person or entity owns any single lot, then the owners shall determine, among themselves, who shall be entitled to exercise the single vote for each lot. If the owners of any lot cannot jointly agree as to which of them shall be entitled to exercise the vote attributable to that lot, then the right to vote shall be forfeited until such time as the owners designate which of them shall exercise such vote. The Association has the right to suspend voting rights for any owner who is delinquent in payment of assessments for more than thirty (30) days.

Section 4. Annual Membership Dues. The board of directors shall establish the amount of the annual membership dues for each lot. The annual membership dues shall be billed to the Members on or before January 1 and shall be due and payable each year **on January 31**. (adopted 5/2022)

Section 5. Special Membership Dues. The Members may establish any special membership dues by a vote of the Members in accordance with this Code of Regulations (Definitions, p. 1).

ARTICLE III

MEMBERSHIP MEETINGS

Section 1. Place. All Meetings of the Association shall be held at such place in Franklin County as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of the Association shall be held during the first week in February of each year.

Section 3. Notice. Notice of the annual meeting date and time shall be given to each Member of the Association at the address of the residence of each Member (or to such other address as any Member designates to the Association in writing) by sending such notice by regular first class mail or by hand delivery not more than sixty (60) days nor less than ten (10) days prior to the scheduled annual meeting. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy needs to be a Member. Designation by a Member or Members of a proxy to vote or act on his/her behalf shall be made in a signed writing to the Board of Directors by the Members making such designation. Revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. Every proxy shall automatically cease upon the sale of his/her lot by the Member.

Section 5. Quorum. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as otherwise provided in the Articles, this Code of Regulations (Definitions, p. 1), or Ohio law, all actions shall be taken upon the majority vote of all Members present, in person or by proxy.

Section 6. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the Members present, whether a quorum be present or not. Notice of the time, place and purpose of the adjourned meeting shall be delivered to the Members not present at the originally called meeting at least twenty-four (24) hours prior to such adjourned meeting. At any recalled meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 7. Conduct of Meeting. The order of business for any meeting of Members shall be determined by the President, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all reports presented, all actions and proposals considered by the Members, and all resolutions adopted by the Members at the meeting.

Section 8. Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval in writing of a majority of the Members, except if a greater percentage of voting power is required by law for such action of the Association taken without a meeting. Such written votes or approvals shall be filed with the Secretary of the Association.

Section 9. Procedures for Actions Without a Meeting. If the Directors determine that an action is to be presented to the Members without a meeting, a serially numbered ballot describing the action to be taken shall be mailed to each Member. A record shall be kept of the serial numbers assigned but no record shall be kept as to which serial was mailed to a particular Member. The Directors shall determine the time period of not less than fourteen (14) days for the Members to return their signed ballots.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications of Board of Directors. The affairs of the Association shall be managed by a Board of seven (7) Directors (hereinafter sometimes referred to as the "Directors" or "Board") who must be Members or spouses of Members (if an owner is not an individual, any principal, member of a LLC, partner, director, officer, trustee, or employee of the owner may be elected to the Board) of the Association. The number of Directors may be changed by amendment of the Code of Regulations (Definitions, p. 1) of the Association, but shall not be less than three (3).

Section 2. Term of Office. The term of office shall be for a two (2) year period; with three (3) of the seven (7) Directors commencing in odd years (i.e. 2001, 2003), and four (4) of the seven (7) Directors commencing their terms in even years (i.e. 2002, 2004). A Director shall hold office until a successor has been elected and shall have qualified, or until he has been removed in accordance with the provisions of this Code of Regulations (Definitions, p. 1). For the necessary transitional period of year 2002, all seven (7) Director seats will be open for election; three (3) seats for a period of one (1) year, and four (4) seats for the standard two (2) year period.

Section 3. Meetings of Directors. Meetings shall be held at such place as the President or majority of the Directors may determine necessary. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board. Special meetings of the Directors shall be held within said county when called by the President of the Association or by the Secretary upon written request of any Director, after not less than three (3) days written notice to each Director. Written notice of all special meetings of the Directors shall state the time, place and complete agenda thereof and shall be sent by United States mail or electronic communication to all Directors.

Section 4. Quorum. A majority four (4) of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If, at any meeting of the Directors, there be less than a quorum present, the meeting shall be adjourned from time to time until a quorum is present. At any such meeting, any business which may have been transacted at the meeting as originally called may be transacted without further notice.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting when authorized in writing by all the Directors.

Section 6. Election of Directors. Directors of the Association shall be elected by vote as provided for in Article II hereof at the annual meeting of the Association. Each Member shall be entitled to vote among the candidates. The candidates receiving the most votes shall be elected as Directors. Cumulative voting is not permitted.

Section 7. Vacancies. Vacancies in the Board shall be filled by a majority vote by the remaining Directors even though they may constitute less than a quorum. Each person so elected shall serve as a Director until the annual meeting.

Section 8. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Neither a Director nor the entire Board may be removed unless the notice of the annual or special meeting at which removal is to be considered states such purpose and the Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. In the event of removal of a Director by the Members, his successor shall be elected at the same meeting at which removal occurred, and such successor shall serve for the unexpired term of his predecessor.

Section 9. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 10. Powers and Duties. The Directors (or Initial Directors, when operative) shall conduct and manage the business of the Association and shall have all powers and duties granted, or not specifically prohibited, by statute, the Articles of Incorporation of the Association, or this Code of Regulations (Definitions, p. 1). In addition to the foregoing, the Board shall be responsible for and have the power to administer the following:

a) The employment and removal of a manager, managing agent, attorneys, accountants, and any other independent professionals and employees as it deems necessary; entering into contracts and agreements for the purpose of providing for the performance of its powers and duties. The Board may further delegate any of its powers and duties to such persons or entities as the Directors may determine.

b) The ownership, conveyance or encumbrance, lease or otherwise of property conveyed to it or purchased by it as the result of enforcement of the lien for assessments or otherwise.

c) Annually adopt and amend an estimated budget for revenues and expenditures; including reserves in an amount necessary to repair and replace major capital items.

d) The collection of assessment payments for common expenses, including in the discretion of the Board the authority to file and execute a lien against any estate or interest in any lot for which any assessment installment as well as unpaid interest, late charges, enforcement assessments and collection costs including attorney fees that is more than ninety (90) days delinquent. The lien is a continuing lien upon the lot with automatic subsequent adjustments for amounts incurred by the Association or the owner; lien prior to any other lien aside from real estate taxes and first mortgages may be foreclosed in the same manner as a mortgage.

e) Payments received from owners are applied in the following order: interest owed, late fees and fines, collection costs including attorney fees incurred by the Association, then to the oldest principal amounts owed to the Association.

f) The issuance, upon demand of a person, of a resale certificate setting forth whether or not any assessment made by the Association has been paid or is delinquent and, if delinquent, the amount thereof. This certificate when issued to mortgages or when issued in connection with the closing of a sale of a lot to a purchaser of such lot shall be binding upon the Association. This can also include preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws and resale certification. The Board can impose a reasonable charge for issuance of such certificate and/or documents requested.

g) The establishment of a fiscal year for the Association, which shall be the calendar year unless otherwise established by the Board.

h) The opening of bank accounts on behalf of the Association and designation of signatories required, therefore.

i) The appointment, at the option of the Board, of a Design Review committee composed of three (3) or more persons who plans and defines specification showing the nature, kind, shape, heights, materials, and location of contemplated structures, or additions or alterations to existing structures, shall be submitted by the persons contemplating the same.

j) Appointment of other committees as the Board deems appropriate in carrying out its purpose.

k) Purchase insurance and fidelity bonds the Directors consider appropriate and necessary.

l) Keep complete books and records of account relating to the common receipts and expenses, minutes, names and addresses of owners.

m) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name or threatened against the Association, the Board of Directors, or the property, or that involves two or more owners and relates to matters affecting the property.

n) Enter into contracts and incur liabilities relating to the operation of the property.

o) Enforce all provisions of the restrictions, and conditions of deed restrictions (Definitions, p. 1), articles of incorporation, declaration, bylaws and covenants governing the lots, common elements and limited common elements.

p) Adopt and enforce rules that regulate the maintenance, repair and replacement, modification, and appearance of common elements and any other rules as the declaration provides.

q) Grant easements, leases, licenses and concessions through and over the common elements.

r) Levy and collect fees or other charges for or related to the use, rental or operation of the common elements or for services provided to owners.

s) Adopt and amend the rules that regulate the collection of delinquent assessments and application of payments of delinquent assessments.

t) The Association may bring an eviction action in the name of the owner if a tenant is in violation of the rules or deed restrictions of the community.

u) Levy the following charges and assessments:

    i) Interest and charges for the late payment of assessments

    ii) Return check charges

    iii) Enforcement assessment for violations of the declaration, the bylaws, and the rules of the Homeowners' Association

    iv) Charges for damage to the common elements or other property.

ARTICLE V

OFFICERS

Section 1. Principal Officers. The principal officers of the Association shall be a President, a Secretary and a Treasurer all of whom shall be elected by the Board and all of whom must be members of the Board. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary, and such other officers so appointed need not be members of the Board. Each of the officers of the Association shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may be conferred from time to time by the Board.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

ARTICLE VI

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during the normal business hours, be subject to inspection by any owner or any first mortgagee thereof at the principal office of the Association and/or management company.

ARTICLE VII

AMENDMENT TO THE CODE OF REGULATIONS

The Members may amend the Code of Regulations (Definitions, p. 1) in accordance with Articles II and III of this Code of Regulations.

COLLECTION POLICY

FOR THE VILLAGE AT THORNAPPLE HOMEOWNERS' ASSOCIATION

The Board of Directors for the Village at Thornapple Homeowner's Association (hereinafter referred to as VAT HOA) has the authority to adopt this collection policy pursuant to O.R.C. 5312.06(D) (11) and Section 6.05 of the Deed Restrictions contained in the Quitclaim Deed (Definitions, p. 2). The Board of Directors has formally adopted the following collection policy regarding delinquent accounts:

O.R.C. 5312.06(D) (10) allows the Board to levy the following charges and assessments:

- Interest and charges for the late payment of assessments
- Returned check charges
- Fines for violations of the Quitclaim Deed (Definitions, p. 2), Code of Regulations, or rules of VAT HOA
- Charges for damage to the Common Elements or other VAT HOA property.

1. Annual assessments, special assessments (and other lawful assessments), charges for damage to the Common Elements or other VAT HOA property, and fines for enforcement of the rules or restrictions are to be timely paid by the due date as stated on the invoice sent to the Homeowner(s).
2. Any assessment, fine, or charge to a Homeowner will be deemed late if not paid by the due date on the invoice and will be subject to the following charges and actions for collection:
    a) Interest at the rate of 18% per annum (or the maximum rate permitted by law) will be charged on any unpaid balance. The interest will begin to accrue on the first day the payment is late.

A written late notice will be sent to the Homeowner(s) from the property management company when payment is delinquent thirty (30) days. (adopted 5/2022) The Homeowner will be responsible for all costs related to this letter. Those costs will be added to the unpaid balance due.

b) A formal demand letter will be sent to the Homeowner from the Association's attorney when payment is delinquent sixty (60) days. (adopted 5/2022) The Homeowner will be responsible for payment of all legal costs related to the preparation and mailing of the collection letter and those costs will be added to the unpaid balance due.

c) A lien will be filed against the Homeowner(s) when payment is delinquent ninety (90) days, unless the home is listed publicly for sale, in which case a lien will be filed if the payment of fees is delinquent thirty (30) days or more. (adopted 5/2022) The Homeowner will be responsible for payment of all costs related to preparation, filing, and recording of the lien (and lien release when balance is paid in full) and those costs will be added to the unpaid balance due.

d) A collection action will be filed with the county municipal or small claims court in order to secure a personal judgment against the Homeowner(s) when payment is delinquent ninety (90) days. The Homeowner(s) will be responsible for payment of all costs related to the lawsuit including, filing fees, attorney fees, paralegal fees, and other court costs.

e) Once VAT HOA has secured a personal judgment against the Homeowner(s), the Association's attorney will be authorized to take any necessary action to obtain a bank or wage garnishment in order to collect the interest, attorney fees, paralegal fees, and court costs, and the principal balance owed to the Association.

f) The VAT HOA reserves the right to foreclose on the lien filed against the Homeowner(s) at 180 days delinquent as the board is authorized to do so pursuant to O.R.C. 5312.12(B)(4). The Board, after receiving judgment in the foreclosure action, will have the right to file an Order of Sale and proceed to sell the delinquent Homeowners' premises at a public Sheriff's Sale.

g) The VAT Board reserves the right to enter into, as well as decline from entering into a payment plan with the delinquent Homeowner(s) as the Board decides, in its sole discretion.

h) Payments on a delinquent account that are received by VAT HOA will be credited in the following manner pursuant to O.R.C. 5312.11(B):

   (1) First, to the interest owed to VAT HOA

   (2) Second, to any fines owed to VAT HOA

   (3) Third, to collection costs, attorney fees, and paralegal fees, VAT HOA has incurred as a result of collection efforts, and

   (4) Fourth, to the oldest principal amounts the owner owes to VAT HOA for the common expenses charged to the homeowner(s).

i) The Board reserves the right to decline partial payment on a delinquent account once the VAT HOA's attorney has filed a collection or foreclosure complaint with the court of appropriate jurisdiction.

COMMUNITY FENCE POLICY

FOR THE VILLAGE AT THORNAPPLE HOMEOWNERS' ASSOCIATION

1) The community fence located along Alton-Darby Creek Road is the property of The Thornapple Association, Inc.
2) Nothing shall be affixed to, around, or upon the fence. This includes, but is not limited to signage, fencing, wire, rope, and other fasteners.
3) Access to the inside of the fence must be available at all times for fence and landscape maintenance. The HOA will maintain weed control two (2) feet inside the fence line. It is the homeowner's responsibility to maintain weed control beyond that point.
4) Landscaping shall not be installed within ten (10) feet of the fence. Any landscaping that is installed beyond ten (10) feet shall be maintained by the homeowner such that plant growth does not impact easement plantings. Please refer to Articles 9.01 and 9.02 in the Quitclaim Deed (Definitions p.2).
5) Homeowners shall not store material within two (2) feet of the fence. Material includes, but is not limited to wood, gardening equipment or landscape material, and machinery. Such material shall be screened from street view.
6) All community fence gates are the property of The Thornapple Association, Inc. The gates must be latch-secured when not in use. If locked, the Board and management company shall be provided with a key for access.
7) Any damage or unusual wear caused by the homeowner to the fence will be repaired by the association's fence contractor. The cost for repair will be billed to the homeowner.
8) Homeowners shall submit a Request to Review application prior to installing any secondary fencing to contain small pets. It shall be professionally designed and manufactured, not exceed three (3) feet in height, and be black in color. Such fencing shall be attractive in appearance and remain well maintained. It shall not inhibit community fence and landscape easement maintenance. See ***Design Gallery*** for recommendations.

SIGN POLICY

FOR THE VILLAGE AT THORNAPPLE HOMEOWNERS' ASSOCIATION

Reserve Property

Only **short-term** signage shall be placed upon **Reserve Property.** Reserve property refers to the Thorncrest Drive and Rothchester Drive entryways and the community park. Short-term signage is defined as fourteen (14) days or less.

1. Only signs of community interest shall be posted on Reserve Property.
2. Community interest events include open-house, garage sale, and school activity.
3. Signs may be staked into the easement area and shall be attractive in appearance.
4. The number of signs per event shall be limited to two (2) per entrance and one (1) at the park.
5. All signs shall be placed no earlier than fourteen (14) days prior to the event and must be removed at the conclusion of the event.
6. Any signs remaining beyond the posted event date(s) will be discarded.
7. Property "for-sale" signs are considered long-term signage and will be removed.
8. **NO SIGNS SHALL BE AFFIXED TO STREET SIGN OR LIGHT POSTS**. They will be discarded.

Homeowner Property

1. Signage such as: home security system, invisible fence, no soliciting, and family name plaque may be posted. They shall be limited to one (1) foot x one (1) foot in size (Quitclaim Deed 5.10, Definitions, p. 2). Seasonal holiday and team flags are permitted (See Yard Ornamentation).
2. A political campaign sign of no more than eighteen (18) inches x twenty-four (24) inches in size and one (1) in number may be placed upon a homeowner's lot. Sign may be placed no earlier than thirty (30) days prior to the election and removed seven (7) days after the associated election (Franklin Co. Code, 541.16, 541.161).
3. Graduation, birthday, and other special event banners may be placed no earlier than fourteen (14) days prior to the event and removed within seven (7) days of the event.
4. A community interest sign may be placed no earlier than fourteen (14) days prior to the event and must be removed at the conclusion of the event.
5. School spirit signs shall be affixed to the home, limited to twelve (12) inches x forty-eight (48) inches in size, and to one sign per student in the household.
6. Contractor signs may be placed on a homeowner's lot during the period of construction and shall be removed once construction has been completed.

REIMBURSEMENT POLICY

FOR THE VILLAGE AT THORNAPPLE HOMEOWNERS' ASSOCIATION

All receipts for expenses incurred by a Board Director or other person(s), on behalf of the Village at Thornapple Homeowners' Associations, must be submitted for reimbursement within thirty (30) days of the date of purchase. Any expense not submitted within said time frame will not be reimbursed.

PARK RULES

FOR THE VILLAGE AT THORNAPPLE HOMEOWNERS' ASSOCIATION

- Private Property – Resident use only.
- Minors under 14 years of age must have adult supervision at all times (Fair Housing Act).
- Play at your own risk in designated areas only.
- Play structures are designed for children ages 2–5 and 5–12 (overhead climber ONLY).
- Do not climb on top of park equipment or play structures.
- Do not climb up slides.
- Do not climb on top of shelter or walls.
- Do not move park equipment.
- Use of alcohol and illegal substances prohibited.
- Pets must be leashed at all times. Please pick up after your pet.
- Place all garbage in the trash can.
- Park Hours: Dawn to Dusk.
- No Smoking.

ARCHITECTURAL DESIGN POLICY

FOR THE VILLAGE AT THORNAPPLE HOMEOWNERS' ASSOCIATION

The Architectural Design Policy (Definitions, p. 1) establishes the construction and property maintenance standards to ensure community property values. It defines the process for the review of all exterior home improvement and maintenance projects. It also provides the mechanism to enforce compliance with the governing documents and the Architectural Design Policy. The authority to establish and enforce the Architectural Design Policy was assigned to the Board in the Quitclaim Deed (Definitions, p. 2) through ***Assignment of Architectural Control***.

POLICY

All homeowners are required to submit a completed request to review application. The application will be reviewed for compliance with the requirements of the governing documents and Architectural Design Policy and Procedure (Definitions, p. 1). **No work shall begin until the application is approved in writing by the ARC or Board.** General land use requirements and building codes are established and required by the Columbus Department of Building and Zoning Services. The Homeowners' Association assumes no responsibility for the structural integrity, safety features, mechanical operations, or Columbus building code compliance of the proposed construction.

ARTICLE 1 - ARCHITECTURAL REVIEW COMMITTEE (ARC) (Quitclaim Deed 5.01)

In accordance with the authority granted to the Board of Directors (the "Board") in the governing documents, an architectural review committee (ARC) may be appointed whose primary duty shall be to review all requests to review applications for compliance with the governing documents and Architectural Design Policy. In carrying out its duties, the ARC shall review and advise the Board regarding all applications and apply the procedure, standards, and design guidelines as set forth in this policy.

ARTICLE 2 - REQUEST TO REVIEW PROCESS (Quitclaim Deed 5.01)

Required Review

All proposals for construction, exterior improvement, including any color changes from existing colors, or modification, and enforcement compliance on any lot must be submitted to the property management company and/or ARC with a completed **Request to Review Application** at least **thirty** (**30) days** prior to the start of the proposed action. Failure to obtain written approval prior to proceeding with construction or the exterior modification will result in the **Enforcement Process** (p. 30). Please see **Request to Review Application.** Deviations or modifications from the approved application without written approval will result in the **Enforcement Process**. Construction and/or exterior modifications include, but are not limited to, **one or more** of the following:

a) **Home improvements**: Includes, but not limited to, home and garage additions, fences, windows, doors, pools, decks, patios, driveways, foundational and design element modifications (see Design Guidelines). Plans shall include a site plan showing property lines, above ground structures, landscaping areas, location, and description of materials.

b) **Landscaping**: Applies to modifications or expansion of landscaping. Please refer to ***Article 4, Landscaping Design (p. 28).*** Plans shall include a site plan showing property lines, above ground structures, planting areas, location, and description of materials.

c) **Exterior painting**: Applies to exterior color modification or maintenance of existing color. Please refer to the Design Guidelines and VAT Color Palette (www.thornappleassociation.org***, Architectural Design***).

The property management company and ARC shall have thirty (30) days to review an application. If approved, a copy of the **Request to Review Application** will be retained by the VAT HOA. The homeowner is advised to retain a copy for their records.

Standards

All plans shall use (1) the applicable standards established by the governing documents for density, building type, setback requirements, utilities and placement, and other exterior characteristics, and (2) the design criteria of this Architectural Design Policy (Definitions, p. 1) to preserve consistent external appearance, design and compatibility with existing structures. All plans shall be of professional quality with sufficient detail to clearly define the proposed project. Plans for new home starts shall be designed by architects or professional building designers and shall include an Artist Rendering (two-point perspective) of the front view of the proposed Living Unit.

Completion

Approved projects **must be completed within ninety (90) days of approval**. The homeowner must notify ARC of completion. A defined extension may be approved by the Board of Directors. A request for extension must be made in writing and include the expected date of completion. If, after **ninety (90) days** the project has not begun, the homeowner must re-apply for approval. New home construction shall be completed within **eighteen (18) months** after issuance of a building permit (Quitclaim Deed 5.03, Definitions, p. 2).

Documentation and City Building and Zoning Compliance

It is the homeowner's responsibility to obtain all permits and inspections required by the **Columbus Department of Building and Zoning Services**. Homeowners are advised to obtain a site property line survey. The VAT HOA assumes no responsibility for obtaining such documentation or for the compliance with building and zoning requirements or property line boundaries.

ARTICLE 3 - DESIGN GUIDELINES (In alphabetical order)

General * Request to Review Required

All homes shall be of an attractive and high-quality architectural design that is compatible in external appearance, design, and quality with existing dwellings (Quitclaim Deed 5.16, Definitions, p. 2).

Design: All homes shall be no higher than two (2) stories above finish grade level with a maximum **thirty (30) feet** ridge line (Quitclaim Deed 5.01, Definitions, p. 2). The minimum floor area requirement for each Dwelling (exclusive of basements, open porches, garages and unfinished areas) erected, placed or structurally altered on any lot shall be a minimum of:

a) Two Story: Two Thousand (2000) square feet. In the event the ceiling above a portion of the ground floor area extends to a height at least equal to the ceiling height of the second floor, then the square foot area of that portion of the first floor so described shall be deemed doubled for the purposes of satisfying this provision.

b) One Story or Ranch: One Thousand Five Hundred Fifty (1550) square feet.

c) One and One-Half Story: A ground floor of One Thousand Two Hundred (1200) square feet and a second floor, finished in its entirety, of Six Hundred (600) square feet.

d) Split-Level: Two Thousand (2000) square feet.

e) Setback: No Dwelling or any part thereof shall be located on any lot nearer to the lot line(s) than the minimum building setback line(s) shown on the Plat. For this purpose, eaves, steps and open porches shall not be considered (Quitclaim Deed 5.05, Definitions, p. 2).

Building Sites

All structures shall be constructed within the following minimum setback requirements or as defined in the individual lot Plats:

(Quitclaim Deed 5.01, Definitions, p. 2)

a) Street Front: twenty (20) feet from the property line

b) Side: five (5) feet from the property line.

c) Rear: fourteen (14) feet from the property line.

d) Corner lots (Definitions, p. 1): twenty (20) feet on driveway side, twelve (12) feet on adjacent street side.

Building Size * Request to Review Required

Design consideration for a new house shall be consistent with the classic design standards of the surrounding homes. All homes shall be no higher than two (2) stories above finish grade level with a maximum thirty (30) feet high ridgeline (Quitclaim Deed 5.01, Definitions, p. 2).

Drainage

Roof gutters are required on all structures and must properly drain in accordance to building code standards (Quitclaim Deed 5.08, Definitions, p. 2). Gutter color shall blend with the body or trim color of the home.

Driveways and Sidewalks* Request to Review Required

Driveways and sidewalks shall be kept in good repair through routine maintenance and/or replacement. Replacement material shall be of equal or higher quality material (example: concrete shall be replaced with concrete or brick; asphalt shall be replaced with asphalt, concrete, or brick). Driveway expansion and/or reconfiguration must meet compliance with the Columbus Building and Zoning Department requirements.

Exterior House Colors and Maintenance* Request to Review Required (even same color)

Exterior house surfaces shall be routinely painted and maintained. Signs of necessary maintenance include but are not limited to weathered or faded appearance; peeling paint; warped, split, or rotted wood; unpainted or untreated wood surfaces; knot holes; or mildew. Exterior house colors shall be of neutral and subdued tones and selected from the ***VAT Exterior Color Palette***, which may be found at www.thornappleassociation.org, ***Architectural Design.*** Color selections shall be compatible with foundational color(s). Foundational colors: brick, stone, vinyl siding (sections 6 and 7), roof, and window trim (Quitclaim Deed 5.01, Definitions, p. 2). Artwork and graphic designs shall not be painted upon or applied to the exterior of the house.

Exterior Lighting * Request to Review Required

The type, quantity, and placement of exterior lighting devices, beyond standard house lights, must be approved by the ARC. The goal is to restrict glare and annoyance to adjacent dwellings. This does not apply to low voltage landscape bed lighting.

Exterior Walls * Request to Review Required

The front elevation of each dwelling shall have design features that are consistent with original design and other homes. Approved wall materials are natural wood, composite wood, cement fiber products, natural or cultured brick or stone masonry. Homes built in Sections 1-5 must be comprised of natural material on all four (4) sides. Vinyl and aluminum siding are prohibited on homes in Sections 1-5. Homes built in Sections 6 and 7 shall be comprised of natural material on the front elevation. The side and rear elevations may be comprised of vinyl, brick, stone, or stucco. Plywood as a finish siding is not permitted. Combinations of natural wood products and masonry or stucco are recommended. Other siding materials will be judged on merit after a review of samples by the ARC. Side and rear elevations shall be consistent with the original design or be of the same or compatible materials as front elevations (Quitclaim Deed 5.01, Definitions, p. 2).

Fences and Walls * Request to Review Required

Fences and walls are intended to enhance property appearance. They shall be of professional contractor grade construction. Routine maintenance is expected to avoid signs of disrepair. Homeowners are responsible for grass maintenance and weed control around their fences and walls. It is the homeowner's responsibility to meet Columbus Department of Building and Zoning requirements. Homeowners are advised to contract with a professional survey contractor to establish property boundaries.

1) Vinyl, wire, chain link, and other non-decorative metal fences are strictly prohibited.
2) Fences shall be constructed of natural cedar, composite lumber, ornamental wrought iron, or ornamental aluminum. Visit www.thornappleassociation.org and click on ***Design Gallery*** for the approved fence designs.
3) The homeowner shall select one (1) consistent fence material, height, and design.
4) The maximum height of any fence shall not exceed five (5) feet above ground level. (adopted 8/2014)
5) **Wood fences** shall be custom built with pressure treated posts and cedar horizontal stringers and pickets. Spacing between pickets shall be no less than a one (1) inch gap. Wood fences shall be finished in a single color on all sides with either a natural wood color tone or painted to match the body or trim of the home. See VAT Color Palette: Paint and Stains. A colorless finish is not permitted (adopted 8/2014). Prefabricated panel construction is not permitted.
6) Composite wood shall be of a wood tone and be compatible with the body or trim color of the home.
7) No two (2) consecutive homes shall be permitted to install a five (5) feet wooden or composite lumber fence. This does not apply to open-picket ornamental aluminum or ornamental wrought iron or to four (4) feet height fences. (adopted 8/2014)
8) Corner lot fences shall not exceed four (4) feet in height. (adopted 8/2014)
9) Ornamental wrought iron or ornamental aluminum fences shall be finished in black or dark brown.
10) The vertical posts and horizontal stringers used in constructing the fence must be facing the home erecting the fence.
11) It is prohibited to install two abutting fences running parallel to the adjoining property line unless there is a **minimum** 4' between fences.
12) Fences shall provide complete enclosure. If an adjoining property's fence is removed and it is integral to the enclosure of a homeowner's fence, the fence shall be completed in the same design, material, height, and finish color of the homeowner's remaining fence.
13) Walls shall be of brick or stone masonry, or stucco. The maximum height of any wall shall be three (3) feet. Walls used in conjunction with a landscaping plan may extend beyond the front line of the dwelling, but not extend into the right-of-way. Please refer to City Code restrictions for sight distance.

Front Door, Sidelight(s), Transom, Rear, Storm, and Sliding Doors * Request to Review Required

Front door, sidelight(s), transom, rear, storm, and sliding door material shall be steel, fiberglass, vinyl, or wood. Front door, sidelights, and transom shall be painted an approved color or natural wood tone from the VAT Color Palette. Rear, storm, and sliding doors shall be painted to match the house trim or the window frame color of the home.

Garages * Request to Review Required

Each home shall include a garage designed to enclose a minimum of two (2) vehicles and shall not have more than three (3) separate garage doors. The structure shall match the dwelling in appearance, material, and finish color. Service doors may not be installed facing front elevation. Carports and unattached garages are prohibited (Quitclaim Deed 5.16, b). Outbuildings are strictly prohibited (Quitclaim Deed 5.09, Definitions, p. 2).

Garage Doors * Request to Review Required

Garage doors shall be professionally engineered and manufactured and of standard panel construction to fully conceal the contents of the garage. Decorative panels with windows are permitted. Steel or fiberglass doors shall be finished with a manufacturer's faux wood color or painted to match the body or trim color of the home (front elevation). Wooden doors shall be stained in a natural wood tone or painted to match the body or trim color of the home (front elevation). Refer to the VAT Color Palette: Paint and Stain.

Gardens: Vegetable

The location of vegetable gardens is limited to the back yard and to the landscape bed(s) alongside the side(s) of home. Vegetable gardens shall not be located in the front of the property.

Gardening, Landscaping, Building Material and Equipment, and Storage Containers

Gardening, landscaping, building material, including but not limited to mulch, topsoil, gravel, masonry, and lawn treatment material and equipment shall be stored in the garage or **100% screened from view**. Storage containers may not exceed 5' x 2' x 30" and **100% screened from view**. Bulk material shall be removed within thirty (30) days from the date of delivery. City Code prohibits construction material, debris, or equipment storage alongside a residential property.

HVAC and Generator Units

Heat pump, air conditioner, generator, and pool heater units shall be installed in a location where noise affecting adjacent dwellings is minimized. The unit(s) shall be no less than 75% screened from view at all times (Definitions, p.2). **See: Screening: Structures and Landscaping**.

House Numbers

House numbers shall be a minimum of four (4) inches in height but not exceed six (6) inches in height. Approved materials and color for numbers are brass, black metal or engraved stone insets (Quitclaim Deed 5.01).

Impervious Surfaces

Not more than 70% of any lot shall be covered with an impervious material: house, decks, patios, pools, walkways, driveways, and other permanent structures (Quitclaim Deed 5.01).

Items to be Screened from View * Request to Review Required

The following items shall be screened from view (Definitions, p. 2) at all times: waste and recycling containers, yard waste, landscape and building materials, lawn and garden equipment, cooking equipment, fire pits, pools, hot tubs, play units, and all other recreational structures, rain collection barrels, containers, satellite dishes, HVAC units: air conditioner, heat pumps, pool heaters and pumps, and firewood storage: limited to one cord, 128 square feet. **Please refer to Design Guideline *Screening: Structures and Landscaping, p. 26.* (**Deed Reference 5.01)

Mailbox and Mailbox Post/Newspaper Receptacles

Mailbox, mailbox post and newspaper receptacle units shall conform to the current community standard of design, material, size, and color. The post shall be constructed of cedar, be six (6) inches x six (6) inches in size and be black with white engraved house numbers. The mailbox must be black metal with a red flag. The homeowner is responsible for the maintenance, replacement, and repair of the mailbox post and newspaper receptacle unit and mailbox as well as conformity with U.S. Postal Services regulations for height and location. Mailbox units must remain unencumbered by plant or decorative material so as to not impede maintenance, postal delivery, and police and fire services. Contact approved vendor to purchase mailbox posts or replacement components.

Permanent Basketball Units (Posts and Backboard)

Basketball units shall be of professional design and manufacturing. The backboard shall be mounted on a post which is embedded in concrete. Post colors shall be black, brown, dark green, or grey. Basketball units shall be kept in good repair and properly maintained at all times. Portable units are prohibited. City Code prohibits basketball units in the street or near street access.

Porch, Deck, and Patio * Request to Review Required

All porches, decks, and patios shall have an appearance consistent with the dwelling. No porch, patio, or deck shall extend closer than eight (8) feet of any lot line or more than **thirty (30) inches** above finish grade. Porches or decks, which are constructed above ground, must be finished to the ground with materials that are compatible with the deck. Decks shall be finished in a natural wood color tone or painted to match the body or trim color the home. Patios shall be concrete slabs or brick pavers on grade. Approved porch and deck materials are natural wood, composite lumber and masonry brick or stone (Quitclaim Deed 5.01). Handicapped ramps shall be of professional design and compliment the home. The ramp shall be concrete, and the rails shall be black ornamental aluminum or black wrought iron.

Porch, Deck and Patio Covers * Request to Review Required

All covers must be of a design complementary to the Dwelling and approved by ARC (Quitclaim Deed 5.01).

a) **New Home:** All permanent porch, patio or deck covers with solid roofing must be constructed of the same materials and the same roof pitch as the living unit.

b) **Add-ons:** Wherever structurally and functionally possible, all covers shall meet the same requirements as new home starts. Where not structurally or functionally possible, add-on covers shall be professionally designed with soffit and fascia that conceal the slope and roof material from a ground level vantage point.

c) **Awnings:** The ARC must approve all awnings. Each will be considered on a case-by-case basis. Retractable awnings, with fabric construction, must be compatible with the dwelling. The fabric must be color compatible with the dwelling trim and/or body color. Aluminum or metal awnings are prohibited.

Radio Equipment, Antennae, Flag Poles, and Satellite Dishes (Quitclaim Deed 5.15)

a) **Radio Equipment:** Exterior poles for radio equipment are limited to one per home.

b) **Antennae:** Antennae extending more than **five (5) feet** above the finish grade of the roof of any dwelling are not permitted.

c) **Flag Poles:** Flag poles must be constructed of metal or fiberglass and shall be color finished in black, white, or silver. Please refer to www.usflag.org for proper flag etiquette.

d) **Satellite and Communication Dishes:** All dishes and masts shall be of subdued color. The satellite dish shall be located at the side or rear of the lot and mounted to the home or incorporated in a landscaping bed. The satellite dish shall be screened from view to the extent that the signal is not impeded (Definitions, p. 2). Dishes shall be compliant with FCC regulations.

Rain Collection Barrels * Request to Review Required

Rain barrels shall be installed at the rear of the home and **must be 100% screened from view at all times** (Definitions, p. 2). A maximum of two (2) fifty (50) gallon rain barrels are permitted. Container size may not exceed fifty (50) gallons each. Rain barrels must be constructed of composite material and finished in a natural wood color tone or painted to match the body or trim color of the house. Metal drums are prohibited. Deciduous trees/shrubs and landscape material/fabric do not meet the 100% screening requirement.

Recreational Play Units *Request to Review Required

All recreational play units shall be constructed of natural wood or composite lumber and shall be finished in a natural wood color tone or painted to match the body or trim of the home. The material requirement does not apply to trampolines which are typically constructed of galvanized steel. All recreational play units shall be no less than 75% screened from view at all times from front elevation (Definitions, p. 2). (adopted 5/2022)

Recreational and Commercial Vehicles, Trucks, and Trailers: Parking and Storage

No recreational or commercial vehicles, trucks, campers, and trailers shall be parked or stored on a homeowner's property unless such vehicle is always stored within the homeowner's garage (Quitclaim Deed 5.12). Recreational vehicles may remain long enough to prep for use and storage but shall not exceed a forty-eight (48) hour period. (adopted 5/2022) Vehicles may not be parked in the lawn.

Roofs * Request to Review Required

Roofing material shall be asphalt shingles consistent with the existing homes and the original design of the community. Roof color must be subdued, neutral, and compatible with foundational colors (Definitions, p. 1) (Quitclaim Deed 5.01). Metal, tile, rolled, and green roofing are not permitted. Roof vents shall be low in profile and a color that blends with the roof.

Screening: Structures and Landscaping *Request to Review Required*

A **structure** for screening shall be constructed of cedar wood or composite lumber and painted to match the body or trim color of the home. The structure dimensions for waste and recycling containers and yard waste shall be four (4) or five (5) feet in height, six (6) feet in length, four (4) feet in width, and no picket gap (see website Design Gallery). The structure shall include a concrete pad. The dimensions for HVAC units shall not exceed (5) feet in height, the width of the unit, and a one (1) inch picket gap. **NOTE**: One structure per screening guideline: HVAC unit, waste/recycling containers. **Evergreen screening** shall be six (6) feet in height from ground at planting. It shall be planted in such a manner and quantity to achieve the year-round screening requirement within two years. The use of artificial plant material is prohibited. Landscape material/fabric may not be used to satisfy those items requiring 100% screening.

Solar Energy System- * Request to Review Required

1. Under no circumstances, shall ground mounted energy collection systems be approved.

2. Solar Energy Systems must be installed by a duly licensed contractor in the State of Ohio.

3. Solar Energy Systems may not be installed on the front elevations surfaces or exceed the roof ridgeline of the mounted surface. Solar Energy Systems must be completely screened from view from the front elevation.

4. All supporting hardware and controls for a Solar Energy System must be screened from view and located at the rear elevation of the home.

5. Solar Energy Systems must match the existing roof color.

6. All aspects of Solar Energy System must be kept in good repair including hardware paint finish. All systems in disrepair or inoperable shall be removed. Any roof damage shall be repaired to match the existing roof.

Sunrooms, Solariums, Trellises, Arbors, Gazebos, and Hot Tubs * Request to Review Required

All recreational structures shall be of professional design and quality construction that is consistent with the dwelling. Trellises, Arbors, Gazebos, Hot Tub frames, and similar recreational structures shall be constructed of natural wood or composite lumber. They shall be finished in a natural wood color tone or painted to match the body or trim of the home. Freestanding tent structures are permitted on a temporary basis for special events: seven (7) days maximum.

Swimming Pools * Request to Review Required

Only in-ground pools are permitted. Above-ground pools are strictly prohibited. Temporary wading pools not exceeding five (5) feet in length x five (5) feet in width x two (2) feet in depth are permitted. They must be stored when not in use (Deed Restrictions 5.15a). Pools must always be screened from view (Definitions, p. 2). It is the homeowner's responsibility to comply with all Columbus Department of Building and Zoning requirements.

Waste and Recycling Containers and Yard Waste Storage

All waste and recycling containers and yard waste shall be stored inside the garage or, if outside, **100% screened from view at all times**, by a screening structure (Design Guideline Screening: Structures and Landscaping). Landscape material does not meet the 100% screening requirement. Waste and recycling containers and yard waste shall not be moved to the curb for pick-up more than 12 hours prior to collection. Waste and Recycling containers shall be returned to their storage location by the end of the day of waste and recycling collection.

Windows * Request to Review Required

Window frame material shall be vinyl, fiberglass, or wood and a color consistent with the exterior body or trim color of the home. Non-traditional window coverings such as, but not limited to, sheets, blankets, flags, garbage bags, or posters are not permitted.

Yard Ornamentation and Outdoor Decor

Holiday-specific decorations shall be removed within four (4) weeks after the holiday. Seasonal-specific decorations are limited to the season. Team flags are permitted for the sport's season only. (adopted 5/2022) Excessive yard ornamentation, defined in terms of quantity and size, is not permitted. Outdoor décor shall be maintained in good repair. Outdoor décor that is not in good repair shall be disposed of or stored in the garage. Outdoor string lights may be installed on only approved permanent and recreational structures. See **Porch, Deck, and Patio**, p.24 and **Sunrooms, Solariums, Trellises, Arbors, Gazebos, and Hot Tubs**, p.27.

ARTICLE 4 - LANDSCAPING POLICY AND EASEMENT PROPERTY (Quitclaim Deed 5.0

Landscape Design Requirements * Request to Review Required

Each homeowner shall establish and maintain landscaping in a planned design that enhances the appearance of the home. Front elevation landscaping shall consist of a **minimum** of nine (9) mature foundational plantings of live trees and or shrubs. Trees or shrubs on the sides of the home, **provided that they are fully visible from central front elevation**, may be counted toward the nine (9) foundational plantings. Foundational plantings do not include annuals and perennials. The use of artificial plant material is prohibited. All lots shall maintain turf on all four (4) sides. The use of brick or stone masonry walls and raised planter beds may also be incorporated to enhance the landscape design. Proper contour for drainage is required in order to avoid water runoff into the neighboring property. All lots shall be landscaped in compliance with these requirements within **ninety (90) days** after completion of a newly built home, unless the Board grants a written extension.

Landscape Maintenance *No Request to Review Required

Each homeowner shall maintain the landscaping and lawn area in an attractive appearance that enhances the home's year-round curb appeal. It must be maintained free from insects, diseases, and weeds. The use of artificial plant material is prohibited. Homeowners shall remove dead trees and plants within thirty (30) days after 75% or more of the tree or plant appears dead. Mulch and/or ground cover shall be replenished routinely in order to provide a well-maintained appearance (Landscape Bed Ground Cover). Routine trimming and pruning of trees and plants is required to prevent an overgrown look. Landscaping beds shall maintain a separate and distinct border from the lawn. (Quitclaim Deed 5.08)

Landscape Bed Ground Cover * No Request to Review Required

Annual replenishment of landscape bed ground cover is necessary to provide a well-maintained appearance and weed control. Approved wood mulch colors are black, brown, and natural cypress. Landscape stone shall be compatible with foundational colors (Definitions, p. 1).

Easement Maintenance (property between sidewalk and curb)

The easement property shall be maintained year-round by the homeowner.

Street Trees

Trees planted in the City right-of-way are the property of the City of Columbus. Should a City tree become diseased, die, or is in need of pruning, the homeowner must file a service request at www.311.columbus.gov or call (614)645-3111. The Homeowners' Association Board will address concerns associated with City trees that abut the Reserve Property (Definitions, p. 2). When City trees are removed from the easement abutting a homeowner's property, the homeowner is responsible for turf restoration: stump debris removal, soil replacement, and seeding.

Sidewalks

Each homeowner shall maintain the sidewalk which abuts their property to ensure that it remains clean, safe, and structurally sound (City Code: Title 9, chapter 905). Any damage caused to the sidewalk by the homeowner shall be repaired or replaced by the homeowner. Variations in concrete surface level of 1/2" or greater shall be repaired or replaced by the homeowner. If you suspect that a street tree has caused the damage, you must file a service request at www.311.columbus.gov. Sidewalk replacement requires a City permit.

ARTICLE 5 - CONSTRUCTION STANDARDS

Common Property (Definitions, p. 1)

a) **Construction Personnel:** The owner, his contractor, or any other person(s) associated with construction may not damage the surface of the Common Property during construction or use any portion of the Common Property for storage or other activities relating to construction. Roadways and adjoining lots shall be kept clean and free of debris (and roadways free of mud) that may result from construction activities on a lot.

b) **Construction Sites:** The owner, his contractor, or any other person(s) associated with construction shall keep a clean construction site. All construction debris, lumber remnants and scrap materials shall be removed from the site after each phase of work such as foundations, floors, walls, roofs, etc., and in no case allow the accumulation of more than one week's debris. In lieu of removal from the site, the Board of Directors may authorize the use of a dumpster to be placed upon the construction lot. A portable sanitation restroom may be placed upon the construction lot and shall be screened from view at all times (Definitions p. 2). Contractors shall not be allowed to have animals, drugs, alcohol, or loud radios on the job site. Violators will be required to leave.

c) **Noise Control:** The owner, his contractor, or any other person(s) associated with construction shall restrict all noise-producing construction activities to the following hours:

- Monday through Saturday, 7:00AM to 5:00PM.
- Sundays and Holidays, 9:00AM to 5:00PM.

ARTICLE 6-DOCUMENT ENFORCEMENT

The Village at Thornapple Board of Directors is mandated to establish and enforce the governing documents of the community: ORC 5312, Quit Claim Deed and The Village at Thornapple Homeowners' Association Community Handbook. These laws and standards also apply to homeowner guests or occupants, including the tenants, of his or her home.

Ohio Revised Code, Chapter 5312.11: Ohio Planned Community Law, dictates the content of the enforcement letters and the hearing request process.

Enforcement Process:

1. The Property Manager will conduct property inspections on a bi-monthly basis. Any alleged violation reported as a homeowner complaint will be verified.
2. The Property Manager will provide the homeowner(s) in violation with a Notice of Intent to Impose Enforcement Assessment specifying: the date of inspection; a description of violation; the design guideline and/or policy being enforced; the date by which the homeowner must cure the violation; the proposed charge or enforcement assessment; and a statement describing the homeowner's right and the procedure to contest the proposed charge or enforcement assessment.
3. To request a hearing, the owner shall deliver a written notice to the board not later than the tenth day after receiving the notice. If the homeowner fails to make the timely request for a hearing, the right to that hearing is waived, and the board may immediately impose a charge for damages or an enforcement assessment.
4. If a request for a hearing is received within the required time, the board shall provide the homeowner with written notification including the date, time, and location of the hearing.
5. If a homeowner fails to attend the scheduled hearing without notifying the Board, the homeowner waives their right to a hearing with the Board and the Board may immediately impose the charge or enforcement assessment.
6. If a homeowner must cancel the scheduled hearing, the homeowner must inform the Board of their request to cancel the hearing with the Board in writing. The Board may then reschedule the hearing to the next available date and notify the homeowner as to the rescheduled hearing date, time, and location.
7. If a homeowner cancels the rescheduled hearing or fails to attend the rescheduled hearing, the Board will not reschedule a hearing date and may immediately impose the charge or enforcement assessment.
8. Within thirty (30) days following a hearing, the Board will communicate its decision to impose the charge or assessment in writing. Payment is expected within ten (10) days of receiving the Board's decision.
9. Any unpaid charges or enforcement assessments will initiate the Collection Policy (p.12).

Enforcement Assessment Schedule:

- Notice of Intent to Impose Enforcement Assessment #1: $25.00
- Notice of Intent to Impose Enforcement Assessment #2: $50.00
- Notice of Intent to Impose Enforcement Assessment #3: $75.00
- Notice of Intent to Impose Enforcement Assessment #4: $100.00
- Every Notice of Intent to Impose Enforcement Assessment thereafter: $100.00

ARTICLE 7 - REVISIONS OF THE VAT HOA COMMUNITY HANDBOOK

The Board may amend or modify the provisions of the VAT HOA Community Handbook. No such amendment or modification shall affect structures or improvements approved prior to such changes. Any amendments and modifications shall be published immediately and made available to homeowners.

DEED RESTRICTION AND/OR DESIGN POLICY COMPLAINT REGISTRATION

Homeowner in Violation*:*

NAME (if known):_____

ADDRESS:_____

DATE AND TIME VIOLATION OCCURRED (if known):_____

DESCRIPTION OF DEED RESTRICTION OR DESIGN POLICY VIOLATION:_____

_____

_____

_____

_____

_____

Homeowner Filing Complaint (confidential): Please be advised that in a court of law the accused homeowner has the right to face his/her accuser. At that point, the confidentiality of this form is null and void.

NAME:_____

ADDRESS:_____

WORK NUMBER:_____ PERSONAL NUMBER:_____

SIGNATURE:_____ DATE:_____

Please return this completed form to the VAT property management company.
(https://thornappleassociation.org/contact/vat-property-management-company/)