

**McNaughten Grove
Homeowners Association**

**HOA Rules, Information
and Guidelines
eff. 10/1/24**

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Section I: WELCOME AND INTRODUCTIONS

Welcome to McNaughten Grove, a neighborhood consisting of 130 owner-occupied private single and doubles dwellings, none of which are condominiums. Homeowners own the interior and exterior of their homes and the land on which their homes are situated.

McNaughten Grove has a homeowners' association (HOA) with an elected Board of Directors (Board) consisting of a minimum of six (6) members. The Board governs the neighborhood in accordance with the Amended Declarations of Covenants, Conditions and Bylaws dated July 2018 (Amended Declarations).

The Board is committed to reasonably maintaining and enhancing the visual appeal of our neighborhood so that it remains and becomes an even more desirable place in which to live. The Board and its committees manage day-to-day operations. The Board also oversees competitive bidding and establishes contracts with vendors to provide limited routine upkeep in the neighborhood. The Board employs a professional bookkeeper to handle all money collection and disbursements.

The Covenants authorize the HOA to establish rules and policies based on the Covenants. The Board developed this HOA Rules, Information, and Guidelines document to highlight certain rules embodied in the Amended Declaration. This document is intended to further explain the Covenants but is not a substitute for those legal documents. All HOA documents are located on the HOA website at <https://mcnaughtengrove.org/> which also includes information regarding Board meeting minutes, Board members, calendar events, etc.

All homeowners in our neighborhood are automatically members of the HOA. The HOA holds semi-annual meetings, for all homeowners, to report on important HOA issues and to solicit input from the neighborhood's homeowners. The Board encourages McNaughten Grove homeowners to attend these meetings and become involved in the HOA.

The Board hopes you enjoy your home and living in McNaughten Grove, and encourages you to participate in HOA activities.

Section II: CHANNELS OF COMMUNICATION

The Board of Directors is responsible for making decisions affecting our HOA. Decisions are typically made during Board meetings by majority vote but may also be made between meetings by a unanimous vote.

Board members may be reached by email or phone. Please direct questions concerning grass cutting, irrigation and snow removal to the Board liaison for contracts (board liaison). That person will advise which mode of communication to use. Please communicate complex or difficult issues in writing through the USPS, email, or drop-off to at least one of the current Board members.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and are not individually responsible for resolving HOA matters. Thus, it is imperative that individual Board members not speak on behalf of the Board.

Section III: HOA RESPONSIBILITIES

The HOA is reasonably responsible for maintenance of the front entrance and “eyebrow” (the small island of greenery located on McNaughten Grove Lane) and the following services on homeowners’ lots, through contracts with commercial companies. Only the board liaison is permitted to interact with these commercial companies.

Irrigation

1. Sprinkler systems will be turned on in the Spring and off in the Fall.
2. Backflow systems will be inspected, and paperwork submitted to the city.

Lawn fertilization

1. Homeowners’ lawns (excluding weeds in the beds and driveways) and HOA common areas will be fertilized and weed control applied at least three times per season.
2. Homeowners’ front landscaping beds will be treated with pre-emergents and edged before mulch is applied, unless a homeowner has notified the board liaison that they are opting out of mulch applications.

Leaf removal

1. Three leaf collections will occur between September and December, and in January if necessary.

Mowing

1. Normally twenty-eight (28) mowings per season of
 - a. Homeowners' lawns will be cut at the same height unless the homeowner has notified the board liaison one week in advance to not mow their lawns on certain dates or has opted out for the entire season.
 - b. HOA common areas.

Snow removal

1. Our streets will be plowed when the overnight snow accumulation exceeds three (3) inches unless otherwise deemed necessary.

Section IV: HOMEOWNER RESPONSIBILITIES

Owners are responsible for the actions of their families, guests, and occupants.

1. There will be no discharge of guns, ammunition or explosives including fireworks. Hunting, trapping, or poisoning of wildlife is prohibited, except for rodent control as recommended by the manufacturer. Homeowner guidance on these issues is available from the City of Columbus and on its website.
2. There shall be no activity that results in annoyance or nuisance to other homeowners, including but not limited to:
 - a. Loud groups of people, loud music, excessive dog barking, and loud vehicles.
 - b. Homes with portions used for an office or studio that become principally an office, school, or studio instead of a home.

Driveways and sidewalks

Owners are responsible for repair and maintenance of

1. The sidewalk in front of their home and driveway.

Driveway cracks with a gap of greater than one-half (1/2) inch, areas where there exists a difference in elevation of material of one-half (1/2) inch or greater; and excessive deterioration, or exposed gravel of one-half (1/2) inch or greater in depth.

Home and yard

1. Homeowners are required to keep their homes in good repair. This includes exterior painting, trim, shutters, and doors. Selection of paint color for the trim, garage doors, and shutters should be complementary to the approved neutral color palate, which can be found on the HOA website.
2. Homeowners are responsible for weed removal in their flower beds and on their driveways.
3. Homeowners are responsible for landscaping flower and shrub beds and replacement of dead shrubs and trees in these beds at their expense. The homeowner may choose not to replace the shrub, depending on their landscape design. If the Board needs to notify the homeowner of dead trees or shrubs, the homeowner will be given a reasonable time in which to make the modification(s). If the removal is not made in the allotted timeframe, the Board may find a suitable vendor to remove the dead shrubs, at the expense of the homeowner.
4. Homeowners who do not want their lawns to be mowed occasionally or for the season or mulch applied must notify the board liaison as soon as possible. The request will take effect at the next mowing or mulch application day.
5. Homeowners are responsible for maintenance of irrigation systems, which is not included in the HOA irrigation contract.

Interaction with vendors

Homeowners are prohibited from directing, harassing, or otherwise interfering with any contractor hired by the HOA. The homeowner will be liable for any damages, financial and other, if the homeowner fails to abide by this rule. Only the board liaison may give work instructions to the vendors or their workers.

Pets

All pets must be on a leash under the control of a responsible individual when outside unless the home has an approved invisible fence in the yard. The penalty for this violation can be found in Section 10 “Fees, Lien Procedures and cost of collection” of this Rules, Information, and Guidelines document.

Section V: PROHIBITIONS AND CONDITIONS

1. Outside storage of property considered as an eyesore, including but not limited to tools, recreational equipment, lumber, debris, junk, paper, bottles and cans.

2. Hanging laundry outside.
3. Garden statuary and other yard artifacts in the front of the home exceeding five (5) feet in height or five (5) in number.
4. Raising of any livestock, fowl, or poultry.
5. Fixed basketball hoops.
6. Window air conditioners, except in an emergency.
7. Signs, except for "For Sale" signs and "Open House" signs on the day of the open house.
8. Buildings or structures such as shacks and storage sheds unless approved by the Board.
9. Flag poles unless approved by the Board.
10. Flags, except for
 - a. The American flag, flown in accordance with U.S. Flag Code
 - b. The State of Ohio flag
 - c. One U.S. Military Service flag, e.g. Army, Navy, Marine, Coast Guard, or Air Force
 - d. Sports team flags on game day.

11. Parking

- a. Homeowners and occupants are encouraged to use their garage as the primary parking space.
- b. Parking or storage of motor homes, campers, house trailers or trailers for towing, horse trailers, commercial vehicles, boats, or boat trailers in driveways or on the street for more than 72 hours is not permitted.
- c. Vehicle parking on the grass, blocking driveways, mailboxes or violating fire hydrant parking zones is not permitted.

Section VI: ARCHITECTURAL AND LANDSCAPE GUIDELINES

The Covenants have established requirements for the appearance and upkeep of our homes to maintain the neighborhood's architectural character and integrity, and property values, while making it an attractive and desirable place to live.

1. Any changes to the exterior of the home that differ from the original structure require prior written approval by the board. Requests for approval must be submitted to the Board by the homeowner and must include detailed drawings and an explanation of the reason for the request. The Board will review all written requests in a timely fashion and may request additional information. To submit a request for an exterior modification, the homeowner(s) must be current in all fees and assessments.
2. Work shall not begin until the Board issues its approval, which may take up to two weeks. The Board will notify the homeowner in writing of the approval or denial of the proposed changes. If by sixty (60) days after submission the Board has not issued notification that the proposed plans and specifications have been approved or disapproved, the homeowner(s) can consider the plan(s) approved. Only then may the homeowner proceed to make the proposed architectural and landscaping changes.
3. Homeowners are responsible for damage to common areas or a neighbor's property that occurs during the process of installation or modification approved by the Board.

Section VII: SATELLITE DISHES

Acceptable satellite dishes include:

1. One direct broadcast satellite (DBS) and one multipoint distribution service (MDS) one meter (approximately 39") in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as "dishes") per home are permitted.
2. Location of installation: All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install the dish outdoors, it must be installed behind the home.

3. Homeowners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Board may remove the dish at the homeowner's expense after 72 hours, or at any time the detachment threatens the safety of persons or property.

Section VIII: SOLAR PANELS

Ohio Senate Bill 61 enacted on September 13, 2022, allows solar panels to be installed, and allows HOAs to establish restrictions on solar panel color, size, placement and manner of placement.

1. Prior to any solar panel installation, the proposed professional drawings must be submitted to the Board for approval at least 60 days before the planned installation date.
 - a. Solar panels can only be placed on certain areas of the roof. They cannot be placed in the yard or attached to the house in any place other than the roof. The preferred placement of the panels is in an area that is the least visible from the road, preferably on the back roof of the house.
 - b. In some cases, where the back of the house is not the preferred location to derive the maximum benefit from the panels, the Board may make exceptions to allow the panels to be placed elsewhere. These exceptions can include the front or side roof but not placed on the roof closest to the road, which is usually on the front roof over the garage.
2. In the McNaughten Grove subdivision there are both single and double units. The double units have additional restrictions since they share a roof, and nothing can be attached to the shared area of these roofs. The solar panels should be placed on the side of the roof of the homeowner requesting the panels.
3. Each house is unique, so homeowners are advised to submit their plans to the Board well in advance to maximize understanding of what is permitted and what is not.

Section IX: RECYCLING and TRASH REMOVAL

The City of Columbus provides recycling and trash removal in our area.

1. These collection schedules are available on the City of Columbus website.
Collection moves to one business day after each government observed holiday.
2. All trash is required to be placed in a container provided by the City of Columbus.
3. Hazardous and flammable material shall not be placed in the trash or be poured or allowed to spill into storm sewers or driveways.
4. Trash and recycling material may be stored outside in view on the evening before the scheduled collection date.
5. Trash containers should be retrieved and out of sight by the end of the collection day.

Section X: FEES, LIEN PROCEDURE AND COST OF COLLECTION

All assessments (HOA dues) are due quarterly on the first business day of January, April, July, and October. The Treasurer will assess a late fee if the payment is not received by the 14th of the month or the following business day if the 14th falls on a weekend or legal holiday.

1. A charge of \$100 will be billed for each check returned for insufficient funds.
Effects of nonpayment of Assessment and Remedies are addressed on page C-12 of the “McNaughten Grove Declaration of Covenants, Easements Restrictions and Assessment Lien” (Covenants).
2. An administrative late charge of \$75 per quarter shall be incurred for overdue payment and on unpaid balances unless the HOA treasurer has approved the delay due to valid extenuating circumstances.
3. Any costs, including attorney fees, recording fees, title reports and/or court costs incurred by the HOA in the collection of delinquent maintenance fees or special assessments shall be added to the amount owed by the delinquent homeowner.
4. Any past due maintenance fees may cause a lien and foreclosure to be filed against the homeowner.
5. Payments shall be applied in the following order:
 - a. Administrative late fees
 - b. Collection costs and attorney fees incurred by the HOA.
 - c. Special Individual Assessments (levied by the Board for individual

homeowner/occupant Covenant violations and individual homeowner/occupant legal expenses). Special assessments are addressed in the Covenants on page C-11 and this document title.

- d. Principle amounts owed on the account for common expenses.
6. Prior to imposing a penalty for violations of any rule, the Board shall contact the homeowner.
 - a. Attempt to personally inform them of the violation and required corrective action.
 - b. Send formal written notification that the Board will impose a penalty for subsequent violations of the same rule in the amounts of \$125.00, \$250.00, and \$500.00 for each subsequent violation of the same rule.
 - c. Impose legal action.
 7. The Board has a limited power of attorney from and on behalf of any homeowner who is more than sixty (60) calendar days past due in the payment of dues or other fees due to the HOA. The limited power of attorney permits the HOA to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed is the HOA is paid in full.
 8. Homeowners must pay a capital improvement fee to the HOA for all title transfers on or after June 1, 2018, except as noted in section 13 of this document regarding sale and transfer of your home.
 9. In accordance with Ohio Law, the HOA may initiate eviction proceedings to evict any lessee, tenant, or renter for violations of the Declarations, Bylaws, rules or applicable laws, by any occupant of the home, or the homeowner of the home. Costs of any eviction action, including reasonable attorney's fees, will be assessed to the homeowner(s).

Section XI: COMPLAINTS/ENFORCEMENT/APPEALS

Complaints against anyone allegedly violating the rules must submit their complaint to the Board in writing and without derogatory comments or insinuations. The complaint must detail the alleged violation, the specific rule allegedly violated, and include the date, signature, address, and telephone number of the individual filing the complaint. The complaint must be submitted to the Board President via US mail or email. Each complaint must be filed separately so the Board can address the issue individually.

1. The Board shall first make informal contact with the homeowner to ascertain their

awareness and understanding of the issue that led to the complaint. This approach is more likely to result in more positive outcomes and cooperation between homeowners and avoid the adversarial nature of the formal complaint process as detailed in this document.

2. If the Board determines that a rule has been violated, it will inform the homeowner and follow up with a written notice citing both the rule that was violated and the action the homeowner must take. Unless the violation is an emergency requiring immediate attention, the homeowner has:
 - a. Fifteen (15) business days after receiving notification to correct the violation and
 - b. Seven (7) business days to correct an architectural violation, or to request a hearing as set forth in the following section specified as “hearings.” The board may negotiate an alternate deadline with the homeowner if there is a legitimate reason the deadline cannot be met.

Hearings

To request a hearing, the homeowner shall deliver a written notice to the Board no later than the seventh (7th) business day after receiving the above notice. If the homeowner fails to make a timely request for a hearing, the homeowner forfeits their hearing rights, and the Board may immediately impose a fine for damages or an enforcement assessment.

1. If a homeowner requests a hearing, the Board shall provide the homeowner with a written notice that includes the date, time, and location of the hearing at least ten (10) days prior to the hearing. The Board shall not levy a charge or enforcement assessment before any hearing that is requested.
2. Within thirty (30) days following a hearing at which the Board imposes a penalty or enforcement assessment, the Board shall deliver a written notice of the charge or assessment to the homeowner, either by personal delivery, certified mail with return receipt requested, or another delivery service that provides proof of delivery.
3. The Board on behalf of the HOA has the authority to and may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) calendar days following the above notice.
4. Notwithstanding anything contained in this document, the Board shall have the right to proceed immediately or take legal action for any violation of the HOA 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 shall be added to the account of the responsible owner.

Section XII: HOME OWNERSHIP

Association Covenants, easements, restrictions, and assessment lien (the "Declaration" and "Bylaws"), which are available on the HOA web site, specify the following regarding home ownership:

1. No home or portion of a home, can be leased, let, or rented, whether for monetary compensation or not, by a homeowner to others for business, speculative, investment, business or corporate entity for corporate housing, Airbnb or similar use, or any other purpose.
2. Tier III and Tier II sexual offenders, for whom the county sheriff must provide community notification, are prohibited from residing in/on or entering the property.

SECTION XIII: SALE AND TRANSFER OF YOUR HOME

The Board will provide a current set of the HOA Rules, Information and Guidelines to the new owner upon transfer of title and payment of the capital improvement fee.

1. When listing a home with a real estate agent, the homeowner should inform the real estate agent that the dwelling is a home, not a condominium. It is also beneficial to inform the agent that our HOA falls under Code 5312 Ohio Planned Community Law "planned community".
2. The Board may be able to provide any assistance to a homeowner, potential buyer, or potential mortgagor in understanding the difference between a HOA and a condominium association.
3. Capital improvement fee: A nonnegotiable capital improvement fee of \$500 is charged by the HOA to all new owners for all title transfers on or after June 1, 2018. Homeowners should disclose this to the listing agent or the buyer prior to sale. The title company will ask for this figure. In the rare event that no title company is involved in the title transfer of the home, the Board will charge the \$500 capital improvement fee to the new owner after the Board is made aware of the title transfer. While most title transfers are based on sales, the deed is often transferred within a family without an actual sale. In these situations, there will be no capital improvement fee.
4. Any land contract for the sale of a lot must be recorded with the Franklin County Recorder's Office. A recorded copy of the land contract must be delivered to the board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.