



**Rules and Information
For
Herrington Place
Homeowners' Association,
Inc.**

Effective: January 1, 2025

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Addendum

This document does not replace the existing Herrington Place Amended And Restated Declaration of Covenants, Conditions, Restrictions And Reservation of Easements. It is intended to only supplement and clarify the provisions therein.

INTRODUCTION

The objective of The Herrington Place Homeowners' Association Inc. (hereafter called HPHA or "Association") is to operate the affairs of the Property and Corporation, and reasonably maintain the Property as a quality community for each of us to reside in and enjoy. To accomplish this, the Board of Directors established these Rules to assist you in daily living in the communal setting of our community. These Rules are based on common sense and take into consideration the reasonable health, safety and comfort of all Occupants' Knowledgeable and informed Occupants are the key to a harmonious community. We hope you will find the Rules reasonable and cooperate by observing them. We ask that you keep the Rules handy and refer to them whenever necessary. If something should arise that is not covered herein, you may contact the Management Company referenced in Appendix I.

If you do not have a copy of the Covenants, you may obtain it from the Management Company. If there is an inadvertent discrepancy between the content of the Rules and the Covenants, the Covenants will prevail. The Board may add, delete and revise guidelines from time to time to update the Rules with current information and procedures and changes in Ohio laws. The terminology used in this Handbook has the same meanings as those terms defined by the Ohio Planned Community Act and the governing documents.

THE HERRINGTON PLACE HOMEOWNERS' ASSOCIATION, Inc.

The Property is comprised of 274 detached homes. The Community is located within the City of Reminderville, OH (hereafter called The City). All streets and roadways within Herrington Place are maintained by The City. As a private association, we are governed by the recorded Covenants. The Association is the corporation created to operate the Property known as Herrington Place.

The Board of Directors manages the affairs on behalf of all Association members and retains the services of a professional community management company to handle day-to-day operations of the Community.

(Please see Covenants for information about how the Board is formed and operated.)

GOOD NEIGHBOR POLICY

The Covenants define the standard the Occupants may expect for our community. These documents are designed to reasonably protect the rights of each Occupancy, but policy and procedure cannot replace common courtesy and the need to communicate with one another.

ASSOCIATION MAINTENANCE RESPONSIBILITIES

The HPHA contracts with responsible companies to provide maintenance to common areas.

It is our goal to complete repairs promptly. However, many factors may affect repair completion dates such as weather, contractor availability and budget priorities.

- Owners and Occupants who do not serve on the Board are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor hired by the Association whether the contractor is on Property or not. This requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the trades community. Any Owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to correcting work performed not in compliance with the agreement, retaining a new contractor, and the cost to have the contractor return to the Property.

OWNER RESPONSIBILITIES AND RESTRICTIONS

Owners are required to maintain their Lot, Dwelling Unit and any improvement erected thereon in accordance with the standard generally prevailing throughout the Properties, which standards are further explained below. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner. (Reference to applicable covenant is in parentheses.)

- Each owner/resident is responsible for all Dwelling Unit exterior maintenance, repairs, and replacements. This includes keeping the exterior free of broken components, mold, mildew, dirt, and discoloration. Also to include peeling paint. (8.1)
- Individual mailboxes must be maintained free of broken components and if replacement is necessary, must be the same as original in form, style, size, and color. The replacement would be a Step 2 MailMaster color Spruce. (9.2.13)
- Each Owner shall maintain that portion of the Surface Water Management System which serves only that Owner's Lot. Such responsibility shall include keeping these easements clean and unobstructed. There shall be no fishing, walking in, throwing objects into, or swimming in the retention ponds. (5.4)
- Lots must be mowed and properly landscaped and kept free of debris and clutter. Weeds and grass in lawn shall not exceed 6 inches. Flowerbeds and other landscaped areas shall be kept free of weeds and properly maintained so the plants therein do not exceed the height of the bottom of the first floor windows. (9.2.16)
- Each Lot owner shall be responsible for repairing, maintaining and replacing all driveways, parking areas, lead walks and sidewalks located on his or her Lot. All Driveways shall be paved with natural grey colored concrete, asphalt, brick or paving stone in accordance with City ordinance. (8.3.1 and 9.2.3)
- There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions); no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property. (9.1.2)
- No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any

person lawfully present on any portion of the Property. (9.1.3) The HPHA follows the City of Reminderville Noise Ordinance. To reference, please visit:

https://codelibrary.amlegal.com/codes/reminderville/latest/reminderville_oh/0-0-0-7297

- Displaying any sign of any nature on the Property is prohibited, except for (a) one temporary real estate sign not to exceed six square feet advertising that Lot is on the market; (b) up to three school signs placed within 10 feet of dwelling that do not exceed six square feet; (c) one temporary sign (24-28 hours only) for a birthday, anniversary or congratulations.
- No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property. (for further detail, see Covenants 9.1.5)
- No burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Leaving any waste outside the Dwelling Unit is prohibited, except that trash contained within a closed and sealed trash container may be placed at the curb not earlier than 7pm the day before collection and must be returned to inside the Dwelling Unit by no later than 9pm the day of collection. No incinerator shall be kept or maintained upon any Lot. Make sure that the lids on trash containers are tightly closed on days of trash collection in need of additional trash containers or have questions about bulk pick-up, please call Kimble Recycling & Disposal at 800-201-0005. (9.1.6)
- Except in connection with construction activities, trailers, campers, recreational vehicles, boats, trucks which are larger than pickup trucks and other large vehicles may be parked on the Property only in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. The phrase "junk vehicle" is defined as a vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including any of the following: a broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; a vehicle with expired license tags. Vehicle repairs and storage of vehicles are permitted on the Property only in garages. Recreational vehicles and boats may not be parked in the driveways for more than seven (7) days in any calendar year for the purpose of cleaning, loading or unloading. (9.1.7)
- The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number is prohibited on any Lot or upon any part of the Common Areas, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted. Non-domestic pets that are prohibited include, but, are not limited to rabbits, livestock, fowl, poultry, monkeys, pigs, frogs, snakes, lizards, or other reptiles, horses, and wild hybrids, along with any rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet. Domestic pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. Any pet causing or creating a nuisance or unreasonable disturbance, or noise

may be permanently removed from the Property upon ten (10) days written notice from the Board. Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purposes of this paragraph are: a) Pets whose unruly behavior causes personal injury, injury to another animal, or property damage; b) Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any occupant at any time of day or night; c) Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier; d) Pets who relieve themselves on walls or floors of Common Elements; e) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior; f) Pets who have lunged at, or charged another animal or person. (9.1.8)

- Pets shall not be permitted on the Common Areas unless accompanied by someone who can control the pet and unless carried or leashed. Any Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the HPHA harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law. (9.1.8)
- No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and attached garage for at least two cars and one (1) outbuilding which may be detached from said dwelling and which may be placed on any Lot, provided that the proposed location and specifications for any such outbuilding must be approved by the City prior to its construction and any such outbuilding must be located near the rear of the Lot, shall not exceed 168 square feet in total area nor 12 feet in height and must be constructed with materials, shingles and colors to match the Dwelling Unit on said Lot. (9.2.1)
- Leaving any personal property except normal porch furniture designed and sold for outdoor use is prohibited. No front yard shall be used for storage of any kind of items. (9.2.5)
- No satellite dishes, exterior antennas, aerials or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be construed to be in conflict with current Federal Communications Commission's rules and regulations for antennas. (9.2.6)
- Awnings for windows, door or patios or otherwise are prohibited, except that retractable awnings are permitted provided the location, colors and design of such awnings are approved by the Board prior to installation. (9.2.7)
- Exterior carpeting is not permitted if it is visible from the street or any neighboring Lot. (9.2.8)
- Invisible pet fences are permitted on all Lots. Other fences are permitted provided the proposed location and specifications for any such fence must be approved by the Board in writing, and by the City prior to its construction and any such fence must be made of vinyl, wood or aluminum. Chain link fences are not permitted. (9.2.9)
- No other structure of a temporary character, trailer or shack shall be permitted on any

Lot. (9.2.10)

- In-ground swimming pools, hot tubs and spas shall be permitted but only within the confines of a Lot and only if the location, size, materials and specifications for such pool, not tub or spa has been approved by the Board prior to its construction. No above ground swimming pools shall be permitted, which is considered any pool more than 1 foot above grade. All hot tubs and spas must be in-ground or if above ground incorporated into a deck with enclosed sides. All hot tubs and spas must be screened with a privacy fence which may not be chain link. Swimming pools may have vinyl or wood fences placed around them provided the proposed location and specifications for such fence must be approved by the Board prior to its construction. (9.2.11)
- Outdoor close drying apparatus of any sort are prohibited. (9.2.12)

ENFORCEMENT POLICY

In the event that an Owner shall fail to provide maintenance as required above in a manner satisfactory to the HPHA, and such Owner has failed to comply for 30 days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the HPHA shall have the right, through its agents and employees to enter upon said Lot and repair, maintain and restore the Lot. If such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article 7 of the Covenants. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

For the purpose solely of performing the maintenance required or authorized herein, the HPHA through its duly authorized agents or employees, or subcontractors shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

- Owners shall be held responsible for any violation of the Declaration, Bylaws or Rules committed by the Residents, invitees, or guests of his/her Unit, including Tenants.
- The Board of Directors shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws or Rules as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and reasonable attorney's fees, shall be added to the account of the responsible Owner.
- In addition to any other action and in accordance with the procedure outlined below, actual damages and/or a fine of up to \$25 per occurrence or, if the violation is of an ongoing nature, per day, may be levied by the Board upon an Owner in violation.
- All costs for repairs and/or remediation stemming from a violation will also be added to the fee.
- Prior to taking any such action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard.

ENFORCEMENT PROCEDURE

A. The Board reserves the right at any time, in its sole discretion, to refer any matter to association's attorney in lieu of or in addition to the procedure below. The Board will refer the following matters to the association's legal counsel immediately:

1. The Owner or Occupant has retained an attorney;
2. The Owner or Occupant has accused the Board of an unlawful action (e.g. Fair Housing violation)

B. Any board member who submits a complaint regarding a conduct violation will be disqualified from serving in any capacity as a board member in relation to that specific complaint.

C. The Management co. is authorized to send notices of rule violations by notifying the alleged responsible Owner in accordance with the enforcement policy and this procedure.

D. Any proposed enforcement assessment will be a reasonable amount to discourage the prohibited conduct or content, plus the total actual costs of damages for the cost to remove the violation, repairs, or clean-up.

E. Following a hearing, and after considering the complaint(s), supporting evidence, and the responsible Owner's explanation or defense, the Board will determine whether to impose an enforcement assessment and costs of damages, if any, to the Owner's account.

F. If an Owner does not request a hearing within the 10 day requirement, the Board authorizes the enforcement assessment, in the amount stated in the "notice of intent" letter, along with the amount stated for damages, if any, to be immediately charged to the responsible Owner's account.

G. If the Owner fails to request a hearing within 10 days, or the Board determines to impose the assessment or damages after a hearing, the Board will send written notice of such assessment or damages to the Owner after the 10 day hearing request period has expired or within 30 days following a hearing. If the Board intends to impose additional recurring enforcement assessments for continuous or ongoing violations, the notice shall also inform the Owner of that intent.

H. If the violation continues after the imposition of two or more separate charges for enforcement assessments or damages, whether for single or accumulated charges in an amount that reaches \$1,000.00, the responsible Owner will be deemed non-responsive and the Board will decide to either a) authorize the association's attorney to file a lien to secure payment, or b) refer the matter to the association's attorney for further enforcement action, or c) both.

LIMITATIONS ON USE OF COMMON AREAS

- Any activity that creates a nuisance or disrupts the quiet enjoyment and use of the Common Areas is strictly prohibited and may subject the violator to sanctions and fines by the HPHA.
- Owner modification to the Common Areas is prohibited without the prior written approval of the Board.
- No fishing, swimming or boating is allowed in or around the detention/retention ponds.

ANTI-HARASSMENT POLICY

The Association will not tolerate harassment of any Owner, Occupant, employee, agent, manager, contractor, or other party for any reason, to the extent protected by Federal, State, or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment that adversely affects any other Occupant's living conditions, including Board members' living conditions, is prohibited. All harassment that adversely affects an employee's working conditions is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, violence, or inundating a person's telephone or email with excessive and unnecessary communications. The Association also prohibits threatening to cause physical harm or property damage to any Owner,

Occupant, employee, agent, contractor, or other party for any reason. The Association also prohibits causing harm to another individual or property. Aggressive or threatening actions and words are prohibited to be directed at any Owner, Occupant, employee, agent, manager, contractor, or other party for any reason.

If an Owner, Occupant, employee, or other person feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Board. This complaint will go straight to the Board. If a Board member is the person performing the prohibited harassment or being harassed, then contact a different Board member in writing that you feel comfortable reporting the harassment to. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate, including use of all enforcement mechanisms provided to the Association under the governing documents. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

RECORDS REQUEST POLICY

1. **RECORDS AVAILABLE FOR INSPECTION**
 - A. Unless otherwise prohibited by law or this policy, any Unit Owner may examine and copy (including receiving copies or tother information by email) the Association's books, records, and financial reports from the last five years ("Records") when requested in accordance with this policy for any reasonable and proper purpose.
 - B. A resident may not examine or copy any Records that contains any information about:
 - a. Personnel matters, including but not limited to salary/benefits information, performance reviews, applications, disciplinary action, and health matters:
 - b. Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or property related matters:
 - c. Contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements:
 - d. Enforcement of the Declaration, Bylaws, or rules against other Unit Owners or occupants.
And
 - e. Matters or issues the disclosure of which is prohibited by state or federal law.
2. **ALL REQUESTS FOR RECORDS UST BE IN WRITING.** A Resident who wants to inspect, copy, or receive any Association Record must submit a written request to the Board or manager using the Association's request to Inspect Records form. The request must specifically identify the particular Record(s) desired, including pertinent time periods from the five years immediately preceding the request, and state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the Record(s) requested, and must include the purpose of the request. The Board will only approve requests containing a reasonable and proper purpose for inspection.
3. **ONLY RESIDENTS OR AUTHORIZED REPRESENTATIVES MAY INSPECT.** Every Resident has the right to inspect, copy, or receive Association Records when in compliance with this policy. A Resident may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Resident's behalf.
4. **RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY.**
 - A. To the extent a Resident is not able to obtain Records on the Association's website or management portal, a Resident may inspect Records rather than receive copies by email or regular mail upon request. All inspections will take place at the Association's office or at such other location as the Board designates. Removing original Records from the location where the inspection is taking place is prohibited.
 - B. The Association will make Records available for inspection within a reasonable time, but no more than 5 business days, after the Association actually receives the written inspection request. This time frame may be extend if the Records requested are so

- voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify the Resident (by telephone, in person, by email, or in writing) that the Records are available and specify the time, date, and please for inspection.
- C. The Resident requests to receive documents by regular mail or email, the Association will provide the requested Records within a reasonable time, but no more than 10 business days, after the Association actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time fame unreasonable.
 - D. Residents are prohibited from altering any Association Records.
 - E. All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and not interfere with the operations of the Associations office or any other location where the inspection or copying is taking place. The Association, through the Board or manage, will assign one staff person or other Association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one Association designated person.
 - F. During the inspection, the Residents may designate for copying Records by use of a tab, clip, or sticky note upon the page(s) desired.
 - G. Residents may not exercise their inspection or copying rights to harass any other Unite Owner or occupant, Board member, manager (or anyone at the management company), officer, director, or employee.
5. CHARGES FOR COPIES/INSPECTION.
- A. Upon written request, the Association will provide draft or approved minutes of Association annual meets at no charge.
Other than the association annual meeting minutes from the previous five annual meetings, the Resident must pay:\$.15per page for copying regular or legal sized records
 - B. To preserve the sanctity of the Records, a physical records inspection requires the presence of a staff member.
 - C. The Resident must pay the costs of copying at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

COLLECTION POLICY

Annual Assessments are due each year and can be paid by either of these methods. Please notify the Property Manager if you will be making quarterly assessments. The Annual payment is due on March 31st and is late if not **received** by that day.

After the late date, an administrative late charge of \$50.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)

Payments must be made to the Association (Herrington Place Homeowners Association Inc).

The Association will apply any payments in the following order:

- A. Interest owed to the Association,
- B. Administrative late fees owed to the Association,
- C. Collection costs, attorney's fees and paralegal fees the owners Association incurred in collecting the assessment; and, finally,
- D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.

Payments marked with notations contradicting the above order of application, as referenced in number four above, or disputing the amount owed, will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded.

Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, may be charged back to the account.

While a foreclosure case is pending, partial payments will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded, unless, through a formalized payment plan or Receiver.

If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.

If an account is more than 30 days past due, the Association may suspend privileges including the right to vote, the use of the amenities, Quarterly payments privileges, or the ability to apply for architectural approval.

If an account is more than 30 days past due and the Association becomes aware that the unit is vacant or abandoned then, in accordance with the Declaration, the Association may take action to secure the property to protect the common elements with all costs charge back to the account.

Appendix I

Property management company:

Carlyle Management/RN Landis Management at 216-343-7538.

Or email: JAlvarez@CarlyleManagement.com