****

**CEDAR RIDGE HOME OWNERS ASSOCIATION**

Christina Lane & Julia Court

**Rules and Handbook**

**January 2018**

Table of Contents

Welcome and Introduction

Channels of Communication

Rules

1. Architectural Guidelines for Improvements
2. Common Areas and Association Responsibilities
3. Complaint Procedures
4. Association Fees
5. General Information
6. Owners Responsibilities
7. Leasing a Living Unit/Selling a Living Unit

IX. Parking, Motor Vehicles and Roads

X. Pets

XI. Trash Removal

Forms & Policies

Welcome and Introduction

Welcome to Cedar Ridge Homeowners Association Inc., a cluster of fee simple family townhomes and a subdivision of the Villages of Tanager Woods Section 1. Cedar Ridge consists of 48 single family townhomes with almost 2 acres of common areas. Remember this is an association and each homeowner is automatically a member. This is our neighborhood and we each have a responsibility to maintain it.

Cedar Ridge is governed by the Code of Regulations, the Declaration of Covenants, Easements, Restrictions Liens and the Articles of Incorporation dated September 25, 1981 which gives our neighborhood its own homeowners association. We have an elected Board of Directors (Board) consisting of three members; one elected for a 1 year term, one elected for a 2 year term and one elected for a 3 year term. Each year the Board officers are elected by this schedule at the annual meeting of homeowners held in October or November. The board members are volunteers.

The Board handles the day to day operations of the Association. The jobs include; handling the accounts receivable and payable, soliciting bids, maintenance of the common areas and overseeing work performed on behalf of the Association.

The Board hopes you enjoy your townhome and participating in the up keep of our neighborhood. The Board is committed to reasonably maintaining and enhancing the common areas so that it remains and becomes an even more desirable neighborhood in which to live. To accomplish this, the Board created this handbook to highlight certain rules embodied in the Declaration, etc., that specifically pertain to Cedar Ridge.

The Board maintains the services of the law firm Kaman and Cusimano LLC, who specialize in HOA and condominium law helping to prevent legal problems before they occur.

**Channels of Communication**

The Board of Directors is responsible for making the decisions affecting the common areas. Decisions concerning the property are made during the Board meetings. The Board handles communications between the association owners, contractors and vendors concerning the common areas.

The Board requests and appreciates your cooperation in respecting that Board members are not employees, only volunteers and should be contacted on Association matters outside of Board meetings when necessary. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention.

All communications must be directed through cedarridgehoa@rocketmail.com or sent to 4527 Christina Lane, Gahanna OH 43230 to assure your concerns and questions are properly addressed and answered. If the issue is of a complex nature, please communicate in writing to the address above.

In addition, we have a web site at **www.neighborhoodlink.com**/**Cedar\_Ridge**\_**HOA** where you can find this handbook and other information.

 In case of emergency, such as fire, contact the fire/police department.

For landscaping and contract work on your property, please call O.U.P.S. (Ohio Utilities Protection Service) before you dig, it is required by law. Call 811 or 1-800-362-2764 or use the web at www.oups.org/idig.

Current Board Members

President: Kathryn Gresham

 3847 Julia Court 614-348-2011

V-President: Phyllis Smith

 3844 Julia Court

Secretary- Saralea Webb

Treasurer 4527 Christina Lane 614-551-9041

1. **Architectural/ Landscape & Improvement Guidelines**

To maintain the architectural character of Cedar Ridge, additions or alterations of any kind are prohibited to the exterior of Living Units, without prior written consent from the Board.

Review of architectural change requests, submitted by the owner will be in accordance with the following procedure and within the parameters written below:

* A written request must be submitted to the Board which includes detailed drawing and specific information regarding the request and must show the owner’s lot lines
* The Board may request additional information
* The Board will notify the owner in writing of approval or denial of the request

(See Forms & Policies for a Request for Architectural & Exterior Approval).

Work is prohibited to begin without receiving the Boards prior written approval.

Approval is also necessary for replacement/repair of any building or structure if it differs in any way from the original structure.

Owners are responsible for any damage to common areas or neighbor’s lot that occurs due to the installment or repair process.

An owner must be current in all fees and assessments to submit a request for exterior modification.

1. **Common Areas and Association Responsibilities**

Common areas refer to the areas within Cedar Ridge that are devoted to the common use and enjoyment of all occupants. The Association has the duty, as defined by the Declaration, to maintain the Common areas.

The Association, handled by the Board, is responsible for:

1. The entrance to the development, signage & landscaping
2. Grass mowing, pruning and fertilization of the Common areas
3. Trees in the Common areas
4. Reasonable snow plowing of the streets of Christina lane and Julia Court when snowfall exceeds 3 inches. It is the goal of the Association to keep the streets open depending on the overall weather conditions.
5. **Complaint Procedures**
6. Complaints against anyone violating the Rules if not resolved between the owners must submit the attached complaint form to the board.
7. The Board will, in most instances, contact the alleged responsible owner after receipt of each complaint and a reasonable effort will be made to gain the owner’s agreement to cease the violation.
8. If the reasonable effort to gain compliance is unsuccessful, the unit owner may be subject to a sanction in accordance with the penalty provisions contained in the by-laws and/or the Fees, Penalties, Lien Procedure and Cost of Collection section of these rules. (Penalty $5.00 a day until corrected.)
9. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed immediately or otherwise with legal action for any violation of the Association’s governing documents as the Board in its sole discretion may determine.
10. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys’ fees shall be added to the account of the responsible owner.
11. **Association fees**
12. All assessments billed including association fees, are due on the first day of the month January, April, July and October. The billings are considered late if not paid by the 10th of the month due. Association fees are billed annually each year and can be paid annually, $180.00 or must be paid quarterly ($45.00) per quarter, with due dates January 1, April 1, July 1, and October 1.
13. A late charge of $25.00 per quarter shall be incurred for any late payment received after the 10th of the month for each quarter plus 10% interest.
14. Any cost incurred by the Association, attorneys’ fees, recording fees, title reports and/or court costs, in the collection to delinquent assessments, special assessments or association fees shall be added to the amount owed by the delinquent owner.
15. Any past fees, assessments, etc., may cause a lien and foreclosure to be filed against the owner.
16. A charge of $35.00 will be billed for each non-sufficient fund check.

**V. General Information**

1. Owners are responsible for the actions of their families, guests and occupants
2. Any activity is prohibited in any living unit or Common areas which results in annoyance or nuisance to other owners or occupants (e.g. loud groups of people, loud music, dog barking, loud vehicles & offensive odors).
3. Industry, business trade, occupation or profession of any kind, commercial, religious, education or otherwise is prohibited from being conducted, maintained or permitted to operate in Cedar Ridge. Any occupant may use a portion of their living unit for an office or studio, provided it does not become a nuisance to neighbors or become principally an office, school or studio as distinct from a living unit.
4. Fixed basketball hoops are prohibited. Freestanding basketball hoops are permitted on a unit’s property but must be stored when not in use.
5. No signs are permitted, except political and For Sale signs.
6. Swing sets or other such structures are prohibited on Common areas.
7. Structures (including without limitation shacks and storage sheds) are prohibited from being erected or placed upon any lot or Common area effective January 1, 2016 without approval from the board.
8. In addition to a structure stated above, campers, recreational vehicles, barn, boats or other building shall be prohibited on any lot at any time either temporarily or permanently. The outside storage of property (including but not limited to tools, recreational equipment, lumber, debris, junk, paper, bottles and cans) is prohibited.
9. Storage of grills, patio furniture, bicycles, recreational equipment, etc. is prohibited on the front and/or sides of any living unit. Nothing shall be construed to prohibit the reasonably necessary storage on a lot of building materials during the course of adding to or remodeling a living unit.
10. Clothing, sheets, blankest, laundry or any other articles are prohibited from being hung out or exposed on the property.
11. There will be no discharge of guns, ammunition or explosives including fireworks. Hunting, trapping or poisoning of wildlife is prohibited except for rodent control.
12. Invisible fences are permitted, with Board approval and must be within living unit property lines. Invisible fences are not permitted on any Common area.
13. Satellite dishes are permitted. (See Forms & Policies Section for Installation Guidelines).
14. In all instances where written Board approval is required, please allow a minimum of two (2) weeks after submitting complete information for an answer.
15. Owners may request inspection and/or copies of Association records. (See instruction in Forms & Policies).
16. The Board may add to, change and further define these Rules and may appoint committees to assist the Board.

**VI. Owner Responsibilities**

The owner is responsible for the following:

1. Owners are required to keep their living units in good repair, which includes painting shutters, doors and trim when necessary, repairing gutters, steps, exterior trim, roofs and removal of debris such as downed or dead trees.
2. Additional areas are sidewalks adjacent to your property. Parking spots need to be kept in good repair and sealed. Parking spots may be marked with board approval.
3. The lawn area in front, back, and beside (if applicable) must be mowed. Any storm damaged trees or those that pose a threat to any other property or person on your property shall be removed or trimmed.
4. The color of paint for doors, shutters and exteriors must be approved by the Board. The owner will submit a request with the colors intended to be used.
5. Maintenance of water, gas, electric, sanitary and/or storm lines, pipes, wires, cable or systems serving an individual living unit.
6. Owners are responsible for all landscaping on their own lot.
7. **Lease a Living Unit**
8. Living Units will not be occupied by more than one family.
9. Renting as a boarding house or hotel is not permitted.
10. Any lease covering a living unit is subject to the terms and provisions of the Declaration and rules as adopted by the Association and Board.
11. Prior to a tenant taking possession of a living unit, the owner shall provide the Board with the names and phone number of the tenant including when renting to a relative.
12. The owner is responsible for tenant violations as well as any enforcement assessment and all other damages. Any recourse the owner may wish to take against his tenant is at the owner’s expense.
13. All owners are required to notify the Board in writing of any change of occupancy within thirty (30) days of such change.
14. **Sale of a Living Unit**
15. Owners must notify the Board of their intention to place their living unit on the market as soon as possible. This will allow the Board time to contact the title company.
16. “For Sale” signs are permitted on lawns of the living unit.
17. The owner is responsible for providing the buyer with the following:
18. Copy of the Declaration, Articles, and Regulations (Amended documents if applicable).
19. Copy of the Rules and Information Handbook

**IX. Parking, Motor Vehicles and Roads**

1. Parking spaces in front of each living unit belong to the owner or occupant. Visitors are to park in the designated areas and not park in any other space belonging to another owner’s lot.
2. Storage or overnight parking of trailers, motor homes, campers, boats, boat trailers, etc. is prohibited in the living unit owner or occupant spaces and/or on any Common area and Visitor parking areas.
3. Disabled, inoperable or abandoned vehicles may not be left on Common areas or Visitor parking for more than forty-eight (48) hours. The vehicle will be towed at the owner’s expense if parked longer.
4. Visitors to Cedar Ridge are to use the Visitor parking designated areas.
5. Parking is prohibited within 30 feet of any corner.
6. The speed limit is 15 miles per hour in Cedar Ridge as no signs are posted at this time.
7. **Pets**
8. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Living Unit or in the Common areas except that dogs, cats and other household pets may be kept in Living Units provided they are not kept, bred or maintained for any commercial purposes.
9. Pets must be kept on a handheld leash at all times when outside of the Living Unit except those with approved invisible fencing. Pets are prohibited from running free and must be accompanied by their owners at all times.
10. Pet owners are responsible for clean up after their pets on their property, their neighbors’ and Common areas. Clean-up must be done immediately.
11. Pets making or causing noises of sufficient volume, including excessive barking or other animal noises, whether indoors or outdoors that disturbs another occupant is prohibited and includes noticeable offensive odors.
12. Pets are prohibited from attacking or otherwise interfering with the freedom of movement of a person or other pets on the Common areas. This includes chasing vehicles, attacking other pets or people, or creating a disturbance in any other way.
13. A fee of $5 per occurrence for not picking up after your pet shall be imposed.
14. **Trash Removal**
15. The City of Columbus provides trash removal and a container with your living unit number. Our neighborhood color is gray (See the City of Columbus, Refuse Collection). Collection will be one day later when a holiday falls on a regular collection day.

Recycle pick up is Friday and moves to Saturday after a holiday.

1. Every homeowner has a trash and recycle container with their address listed on it. Do not put your trash in another homeowner’s container. If seen or reported, you will be fined $5.00 per occurrence.
2. Trash should not be put out prior to dusk the evening before pick up is scheduled. All rubbish should be out for collection by 6:00am.
3. If your trash can is broken in any way, call 645-3311 to request a replacement trash can. There is no charge.
4. Trash containers need to be retrieved from the street the evening of the day of collection.
5. Oil, solvent or any other volatile or flammable material is prohibited to be poured or allowed to spill into storm sewers, parking spaces or Common areas.

1. Littering is prohibited. Proper disposal of cigarette/cigar butts, fast food cups, papers, and dog waste is required.
2. Occupants shall keep Common areas adjacent to their homes clean and free of rubbish, debris and any other unsightly materials.
3. If you dispose of furniture or bulk trash, please call the City of Columbus at 645-3111 or go on-line to schedule a pick up date. The items should be placed out the morning of the scheduled pick up. Items should be left at the end of your parking spots, not over by the trash cans.
4. Old tires will not be picked up as trash or as a recycle item. You must dispose of tires at your own cost and remove from the property. Do not place on any common property.

Reminders:

Please keep our neighborhood clean!

For any item not listed, the responsibility for cost and the performance shall be the responsibility of the owner of that item.

Architectural & Exterior Approval Form: Written Board approval must be received prior to the beginning of any exterior modifications (additions, colors, architectural changes, etc.). Send all requests to the Board for approval. See Forms and Policies.

 **Please Retain for Future Reference**

 Chart of Maintenance Responsibilities

|  |  |  |  |
| --- | --- | --- | --- |
| Item of Maintenance | Association Responsibility | Homeowners Responsibility | Notes |
| Entrance signage and landscaping | All | None |  |
| Grass mowing/tree removal/trimming on individual lots | None | All |  |
| Grass mowing & landscaping Common areas | All | None |  |
| Snow plowing of streets over 3 inches | All | None |  |
| Replacement & repair of sidewalks & parking spots, except Visitor areas | None | All |  |
| Trees in Common areas | All | None |  |
| Utility lines, plumbing & electric on individual lots | None | All  |  |
| Foundations | None | All |  |
| Living unit exterior including windows and doors, roofs, patios, decks  | None | All |  |
| Mailboxes\* | All | \*Keys | \*Keys |
| Living Unit interiors | None | All |  |
| \*Tenant locks or keys | None | All |  |

**Satellite Dish Installation Guidelines & Rules**

* Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.
* Dishes shall be installed behind the residence and not visible from the street if at all possible.
* Mast height may not be higher than is absolutely necessary to receive acceptable quality signals. Masts higher than 12 feet above the roofline must be pre-approved by the Board and installed by a licensed and insured contractor.
* All installations shall take aesthetic considerations into account. There shall be a minimum of exposed wiring on the exterior of the residence. Any portion of the dish, mast and wiring that are visible from the street shall be painted to match the color of the structure they are adjacent to unless:
* Dishes must be camouflaged, screened and/or shielded by landscaping or other objects, such as imitation rocks, as approved by the Board to prevent view of the dish from the street and from other residences to the maximum extent possible.

**Cedar Ridge HOA**

**Architectural & Exterior Approval Form**

\*Return to the Board at 4527 Christina Ln Gahanna Oh 43230

In order to create exterior uniformity, preserve the integrity and follow common guidelines for improvement projects within Cedar Ridge HOA, **ALL EXTERIOR MODIFICATIONS** must receive **WRITTEN BOARD APPROVAL** from the Board of Directors prior to initiation of a project and/or color of paint on trim and shutters and/or siding. Attach detailed drawings and dimensions.

Please complete this form with supporting detailed drawings for any type of modification, installation or addition and submit to the address above. If completing for paint or siding colors, please provide a color chip. The Board will notify you, the owner, in writing of approval or denial within 15 days so please plan your project accordingly.

If you have any questions on completing this form please review the Cedar Ridge HOA Rules and Information Handbook and/or contact the Board at cedarridgehoa@rocketmail.com or 4527 Christina Lane, Gahanna, OH 43230.

**I WOULD LIKE APPROVAL FOR THE FOLLOWING PROJECT(S):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime/Evening Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Records Request and Inspection Policy

Any Cedar Ridge HOA unit owner may inspect and/or copy Association records by appointment at the principal office of the property, 4527 Christina Ln, OH 43230.

Inspections may be made during normal business hours or time as agreed upon with the Board. Requests need to be submitted to the address above, with your name, address and phone number, specific records if applicable and allow at least fifteen (15) business days to schedule.

During the inspection, the owner may designate for copying such records desired. Copies will be provided within ten (10) days after the inspection. Original records may not be removed from the inspection location.

Upon a written request, owners shall be provided meeting minutes. For records other than meeting minutes, the owner may be charged. The fee will be determined by the Board and agreed owner and based on the number of records requested.

No owner may submit more than one (1) request for inspection and/or copying in a thirty (30) day period. Unit owners shall not exercise their inspection rights to harass any other owner or Board member. The owner will sign a log at for the inspection and/or copies requested showing date, time and records requested.

The Board may withhold from inspection or copying of records in its reasonable business judgment if it would :

1. Constitute an unwarranted invasion of privacy;
2. Constitute privileged information under attorney–client privilege
3. Involve pending or anticipated litigation or contract negotiations, or
4. Involve discipline or dismissal of a specific Board member

Request to Inspect Records

Instructions:

This request MUST be completed by any owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster or other Association documents. A minimum of five (5) business days is needed to process a request. If there is a question with any request, the owner will be notified within a reasonable amount of time of the reason for any delay.

The Association requires that the owner provide the reason for each record request and the intended purpose of the request to protect the Association and personal confidences where necessary. The Association’s goal and intent is to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

The Association will provide a convenient date and time and will consider a time preference.

Coping charges are $0.10 per page for the copying of pages

1 through 10 plus an additional clerical charge of $1.50 for every additional increment of 10 pages copied. The actual cost of all mailing charges will also be the owner’s responsibility. To preserve the sanctity of the records, a physical inspection requires the presence of a staff member. You, the owner, agree to pay $2.00 per hour in quarter hour increments for staff attendance at the records inspection. All inspection, copying, and mailing charges will be assessed to the home owner’s account and/or paid in advance, as the Board shall determine.

This form MUST be completed in full, signed and dated in order to process the request.

Owner’s name

 Address & phone number(s)

 Record Requested Reason & Purpose

Do you anticipate making copies of any records? YES NO

Do you prefer receipt of copies listed above mailed via regular U.S. mail rather than an actual inspection? YES NO

Requests for mailed copies will be filled within five (5) business days of receipt. The charges listed will be assessed to your account.

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than stated above. I agree to indemnify, defend and hold Cedar Ridge HOA, its board members, officers, and their respective successors, heirs, and assigns harmless for any claim made or damage sustained by any person arising from, related to, or concerning my inspection, use, or receipt of copies of Association records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account or paid in advance as directed by the Board.

Owner’s signature Date

Cedar Ridge Homeowners Association

Complaint Form

THIS FORM MUST BE SIGNED

Nature of Complaint (Pets, noise, etc.)

Location:

Number of occurrences

Date(s) of violation:

Time(s) of violation:

Name of Offender (if known)

Details, please be specific:

Was any attempt made to resolve this problem?

 Yes No

If “yes” what were the results?

Name (print) Date

Signature & address

A notice will be sent to the offender. Arbitration will be used if necessary. Unresolved complaints may result in fees or penalties.