

COMMUNITY RULES
OF
WINDRUSH CREEK PROPERTY OWNERS ASSOCIATION, INC.

Adopted 5-20-2021

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I. INTRODUCTION

The Board of Trustees of the Windrush Creek Property Owners Association interprets, applies and enforces rules derived from the Windrush Creek Subdivision's *Amended and Restated Declaration of Covenants, Restrictions, Easements and Assessments* (the Declaration). This document sets out the rules of the POA and the process for addressing violations. References are to sections of the Declaration unless otherwise noted.

The rules are not exhaustive: They are not intended to anticipate every possible situation that might emerge. They provide an essential framework for carrying out the restrictions in the declaration that can be amended as needed over time. See Appendix A for the form for members to use to apply to the Board of Trustees/Architectural committee for building alterations and Appendix B for the Formal Complaint Form for owners to file with the Board of Trustees if they see a violation.

Jefferson Township, the State of Ohio, and other government entities also have rules and regulations that apply to homeowners in Windrush Creek. The rules presented here are only those in the Declaration and enforceable by the Windrush Creek Board of Trustees.

II. ARCHITECTURAL CONTROL

External Structures

Carports, storage sheds, above-ground swimming pools or fences are not allowed. Exceptions are fences around in-ground swimming pools and short fences to enclose a vegetable garden plot during the growing season (III.1 (a)).

Architectural Approval

Owners must submit completed plans for building, adding to or altering a structure to the Board of Trustees/Architectural Committee ((III 1(b) Use the form for an exterior modification application in Appendix A. The Board/committee approves plans if it finds:

- The exterior design is harmonious
- The general quality is in keeping with the standards of Windrush Creek
- The location is in keeping with surrounding structures and topography

Structures covered under this rule include family dwelling units and exterior modifications, detached garages, fences and in-ground swimming pools.

Plans and specifications include:

- The nature, kind, shape, heights, materials, basic exterior finishes and colors, location and floor plan
- Front, side and rear elevations

III. BUILDING RESTRICTIONS

Residential Use

Lots may be used only for residential purposes (III.2 (a)). Only one single-family dwelling may be erected (III.2 (b)). The outside finishing of all buildings must be completed within one year after construction has started (III.2 (c)).

Lighting

All interior and exterior lighting must be arranged to avoid excessive glare on adjacent streets, property or into the path of oncoming vehicles (III.2 (c)).

Trees

It's up to the Board to approve removal of:

- Trees measuring more than six inches in diameter at a point two feet above ground level
- Any flowering trees or shrubs
- Any evergreens

Exceptions are:

- Trees and shrubs within 10 feet of a building or the approved site for that building
- Trees and shrubs within the right-of way of driveways or walkways
- Damaged trees that must be removed because of an emergency (III. 1 (d))

Temporary Structures

Temporary structures are not allowed except shelters used by contractors during construction (III.2 (e)).

IV. PROPERTY USE RESTRICTIONS

Offensive Activities

Noxious or offensive uses of property are prohibited. Nor can property owners cause embarrassment, discomfort, annoyance, or nuisance to any owner, tenant, or guest (III.3(a))

Unsightly Conditions

Each owner must prevent unclean, unsightly, or unkempt conditions of buildings or grounds (III.3(b))

Outdoor Fires

Outdoor fire pits, fireplaces and open-hearth wood ovens on the owner's property must comply with all EPA burning restrictions and any other federal, state and local law. (III.3(c))

Garbage

Except on scheduled garbage pick-up days, owners must keep garbage receptacles in an enclosed area shielded from view from roads abutting the owner's property (III.3 (d)).

Fuel Tanks

Fuel tanks or similar receptacles must not be exposed to view. They are only allowed within the main dwelling, in an accessory building, in a fenced area approved by the Board, or buried. (III.3 (e))

Recreational Vehicles

Property owners may not expose recreational vehicles, trailers, buses or campers to view. Those vehicles may be parked only in the residence's garage. (III.3 (f))

Pets

Only animals normally considered household pets are allowed to be kept. Nor can they be used for any commercial purpose. Pets can't run loose off an owner's lot. (III.3 (g))

Wild animals

Hunting and trapping of wild animals is prohibited. (III.3 (h))

Firearms

Discharge of firearms or bows and arrows is prohibited (III.3 (h)).

Off-road vehicles

Snowmobiles and off-road vehicles are prohibited within the properties (III.3(i)) [(III.3 (i))

V. COMMON PROPERTIES

Enjoyment

Owners are free to enjoy the common properties (II.3).

Recreational Facilities

The Board sets reasonable rules and regulations for use of recreational facilities constructed on the common properties, which may include dues, charges or fees (II.3).

Fishing

Fishing in Windrush Pond is restricted to residents and their guests. (III.3 (j))

Fires

No outdoor fires are allowed on the common properties without prior consent of the Board (III.3 (c))

Off-road vehicles

No motorized vehicles are allowed in the common areas except on private roads and parking areas (III 3 (i)).

VI. SCENIC PRESERVE

Designation

Areas of some homeowners' property are designated "scenic preserves" in order to enhance the visual appearance and amenities of Windrush Creek (III.4)

See the Windrush Creek website for a map of the properties, the reserves (common properties) and scenic preserves.

Landscaping

Owners may not disturb the natural vegetation, geology or habitat of any area within their lot designated as scenic preserve except to comply with any law, ordinance or regulation pertaining to the removal of noxious weeds or the eradication of pests and insects. (III.4(a))

Construction

The Board may construct small improvements in the scenic preserve consistent with the preserve's purpose. These include walking bridges, pools for water from natural streams, small retaining walls to control erosion (III.4 (b)).

Use

All owners may use the scenic preserve for their enjoyment (iii.4 (c)). They may walk and bicycle through it and fish from the pond within the scenic preserve, as long as there is no disturbance of the peace or destruction of scenic preserve areas (III.4 (c and (d)).

VII. ENFORCEMENT OF VIOLATIONS

If the Board of Trustees receives a formal complaint asserting a violation of any of the covenants or restrictions in the Declaration:

1. The Board will send a letter to the property owner within fourteen days of receiving the complaint. The letter will identify the violation and inform the property owner of the next steps.
2. The property owner will have 14 days in which to either correct the violation or respond to the Board's letter explaining why they believe there is no violation.
3. The Board will respond to the property owner within 14 days of receiving the response from the property owner. The response will either agree there is no violation or determine the property owner's response was inadequate.
4. If the property owner does not correct the violation, respond to the Board's letter, or the Board determines the response is inadequate, the Board will proceed with enforcing the covenant and/or restriction. The Board will send the property owner via certified mail a letter that informs the property owner that the Board will be taking legal action and that the property owner will be responsible for all legal costs and other costs to come into compliance with the covenant and/or restriction. That may include but not be limited to the costs to remove any structure, vehicle, fence or debris not in compliance with the covenant and/or restriction.

The property owner and any personal representatives, heirs, or successors waive any claim against the Board and release these persons from any liability arising from enforcement.

VIII. CHANGES

The Community Rules are derived directly from the Declaration and can only be changed by amending it. The Rules, however, can be added to, interpreted and clarified by the Board of Trustees through either of two processes:

1. Complaints
 - b. A member files a complaint under Section VII, enforcement of violations, and the Board of Trustees finds a violation of a rule has occurred
 - c. The Board prepares an interpretation of the meaning of the existing general rule as it applies to the cause of the complaint and circulates its decision and reasoning to the membership.
 - d. The membership approves the change at a duly called Association meeting by a majority vote

- e. The change is inserted under the applicable section of the Community Rules, including the date of the decision.

1. Initiatives

- f. The Board proposes in writing an addition or clarification to a section of the rules, either on its own initiative or upon consideration of a petition by five or more members
- g. The membership approves the change at a duly called Association meeting by a majority of members present and voting
- h. The change is inserted under the applicable section of the Community Rules, including the date of the decision

Whether the change is made through the complaint process or by initiative, the Board will circulate the amendment to the membership, revise the Community Rules document and post the updated version on the website.

APPENDIX A: Exterior Modification Application

Property owners or their designees (contractors) must comply with the architectural restrictions in the Windrush Creek Subdivision Declaration of Covenants, Restrictions, Easements, and Assessments, Article III, Sections 1 and 2. To obtain approval, submit this completed form and attachments to the Architectural Committee at boardoftrustees@windrushcreek.us or mail to a current trustee. A list of trustees, an electronic version of the form to download and the Declaration are available at <http://windrushcreek.us> .

Name: _____
Address: _____
Phone: _____ Email: _____
Date submitted: _____
Description of proposed modification:

Draw or attach plot plan showing the exact location of the proposed changes.

Modification to begin on (date): _____

To be completed by (date): _____

The Architectural Review Committee recommends approval/disapproval. Date: _____

Signed: _____

APPENDIX B: Formal Complaint Form

Name of violators: _____
Address of violators: _____
Vehicle make, license plate number, if applicable: _____
Description of pet or animal, if applicable: _____
Describe the nature of the violation, including location, date(s), and time(s):

Signature: _____ Date: _____
Print Name: _____
Address: _____
Phone: _____ Email: _____

Form is available on website <http://windrushcreek.us> as are names of trustees. Submit form to Windrush Creek POA Board of Trustees at boardoftrustees@windrushcreek.us or mail to a trustee.

APPENDIX C: Annual Dues Collection Process

Authorization from the Windrush Declaration

Article IV and Article VI of the Windrush Declaration grants the Association the right and responsibility to assess and collect operating assessments, special assessments for capital improvements, user fees, and special individual assessments. Annual assessments on both improved and unimproved lots may be increased more than five percent (5%) for any year only upon the concurrence of two-thirds of the owners. All annual operating assessments shall be payable annually, on or before the due date set by the Board.

Suppose any assessment or portion of any installment of any assessment is not paid after the sum has become due. In that case, the Board, at its option, without demand or notice, may charge a reasonable, uniform late fee, as determined from time to time by the Board.

The Association may file a lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, with the Franklin County Recorder.

Implementation

The dues period is from June 1 through May 31.

Annual Dues Invoice

Invoices for Annual Dues are sent to residents on or around May 1

Annual Dues are due in full by June 30.

1st notice sent July 1 (30 days)

Late fees begin accruing on any unpaid balance on or about July 1 (30 days). The Treasurer will email the first collection letter and notice of late payment on July 1. The Windrush Declaration states that fees may be applied after only 10 days. The late fee is intended to encourage the resident to pay and is set by the Trustees. It is currently \$25/month.

The late fee is added to the resident account on the 1st of each month for a balance outstanding.

2nd notice sent August 1 (60 days)

If the dues are not paid, the Treasurer will add the monthly late fee to the resident account and mail the second collection letter and notice two months' late payment on or about August 1 by USPS.

3rd notice sent September 1 (90 days)

If the dues are not paid, the Treasurer will notify the Trustees. The Trustees will determine if a lien is to be filed on a case-by-case basis.

The Treasurer will add the 3rd month late fee to the resident account and mail a collection letter via certified mail notifying the resident that if payment is not received by September 30, a lien may be filed.

Lien Filed October (120 days)

A continuous lien is filed on the property, and the resident is notified by certified mail. The resident is liable for the total of dues owed + accrued late fees + lien costs + applicable legal costs.

Subsequent months that the dues are not paid

The Treasurer will add the monthly late fee to the resident account and email a collection letter and notice of late payment on or about the 1st of each month until paid. This will continue until the entire amount due is collected.

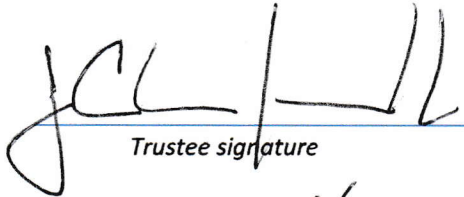
Subsequent years that dues are not paid

Each annual dues period is considered separately. If the resident is late in paying the second year's dues, an ADDITIONAL late fee will be applied to the resident account monthly since this is a new debt owed to the Association.

Subsequent months in which partial payments are paid

At the discretion of the Trustees, late fees may or may not be waived for that month.

We, the undersigned, the members of the Board of Trustees of the Association of the Windrush Creek Property Owners' Association, do hereby certify that the Rules of the Association, as duly adopted at a meeting of the members of the Association, held on the 20th of May, 2021.


Trustee signature

John Christopher Imwalle
Printed Name

6-3-2021
Date


Trustee signature

Roderick K. Houpe
Printed Name

6/3/2021
Date


Trustee signature

Phil Davis
Printed Name

6/3/21
Date