

LONG BOW LANE OWNERS ASSOCIATION

RULES AND REGULATIONS

HANDBOOK

Enacted:
March 2024

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Definition of a PUD: Planned Unit Development.

In West Carrollton, a PUD is a type of property that is part of a subdivision and has common areas that are shared with all residents and maintained through a homeowner's association assessment. Under Ohio law, PUDs are considered Planned Communities, regulated by the Ohio Planned Community Act, Ohio Revised Code Section 5312. In a planned community, the owners association owns the common areas, and each lot owner owns their respective lots, including the dwelling units and garages on those lots.

Long Bow Lane is a Planned Community, and a Planned Unit Development, not a Condominium Development.

Association Rules & Regulations

The Association's Declaration sets forth various rules, regulations, and restrictions. The Declaration also authorizes the Board to adopt reasonable rules, regulations, and restrictions. Under the Declaration, the Board has the authority and the right to establish, change, and delete rules and regulations it feels are necessary and reasonable. Each Owner should read and abide by the Association's Declaration and Bylaws. (They are binding and legal documents.)

The rules contained in this Policies Document do not constitute a complete listing of the rules, only those that apply in addition to the restrictions found in the Declaration. If any inadvertent conflict exists between these Rules and the Declaration, the Declaration will govern.

Insurance

Contact the Association's Management Company for the name of the current insurance carrier. Insurance coverage on the entire Property, including the Dwelling Units, paid for by the monthly assessments. The association's insurance policy has a \$10,000.00 deductible. Owners who are not on the Board are prohibited from filing claims on the Association's policy.

If the originating source of a loss is something for which the Owner is negligently responsible, such as a leaking water heater or broken washing machine hose that the Owner knows about but fails to fix, the Owner will pay the deductible.

The Association's insurance does not cover your contents or personal property inside the Dwelling Unit.

We recommend that you have your insurance agent call the Association's insurance agent to determine what personal insurance coverage you need to carry to be sure you are adequately covered.

Each Owner should carry liability coverage, as the Association's liability coverage is limited to the common areas. The Association's insurance does not cover injury occurring inside your dwelling unit or on your Lot, nor does it cover damage done to a neighbor's contents resulting from a problem not insured by the Association in your unit. For example: If your water heater leaks into your neighbor's unit and the water damages their furniture, the two owners are responsible for determining responsibility as between themselves and the Association will not be involved.

Dwelling Unit

Anything located within your dwelling unit, on your patio or deck, in your garage or storage areas, and the doors of your unit, are considered private property. The Owner is responsible for, and expected to maintain, all portions of his/her unit and all internal installations in the unit, and everything which exclusively serves that unit and is also located within the bounds of the Owner's Lot.

If any portion of the Common Areas are damaged as a result of an Owner's negligence or intentional action, the Association will repair the damage at the Owner's expense.

Who pays for the repair and the water damage if a water pipe breaks in the wall of your unit?

If the water pipe does not exclusively serve your unit, the Association will repair the pipe and file a claim against the Association's casualty Insurance policy. If the pipe broke as a result of the Owner failing to keep the Dwelling Unit properly heated, the Owner may be held negligently responsible for the deductible. Owners are required to keep their Dwelling Unit at 55 degrees Fahrenheit or higher at all times. However, if the water pipe does exclusively serve your unit, you must fix the damaged pipe, and the Association will file an insurance claim to restore the property damaged in the casualty loss.

Building Care and Maintenance

Owners are responsible for all maintenance of their unit, their personal property and their garage. Modifying the exterior of the Dwelling Unit in any way is prohibited unless approved in writing by the Board.

The Association and Management Company, upon providing notice of same, may require Owners to perform maintenance tasks on their Dwelling Unit that the Board believes necessary to protect the health and safety of occupants, to prevent damage to other portions of the Property, or, if the Dwelling Unit contains components that are worn, damaged, broken, faded, chipped, cracked, rotten, or rusted, to preserve the appearance and property values of the community.

The Board may levy enforcement assessments against any Owner who fails to complete requested maintenance tasks by the reasonable due date given in the notification sent to the Owner unless an extension has been agreed to in writing by the Board. These enforcement assessments will be added to your monthly assessment.

The time allowed for completion of requested tasks and penalties for failure to comply will vary depending on the severity of the problem and its impact on other properties, Owners, and the overall appearance of the Property.

Enforcement action will be taken in accordance with the Association's Enforcement Policy.

Snow and Ice Removal on Walkways and Driveways

An independent contractor, hired by the Board, will remove snow from front walks, driveways, and parking lots when snow reaches an accumulation exceeding two (2) INCHES with discretion of the Board. The Association does not provide ice removal services in any of these locations. Owners must exercise caution and expect icy and slippery conditions when temperatures are near or below freezing. Owners are required to advise all Unit Occupants and guests of this hazard. Owners are permitted to use potassium chloride or calcium chloride ice melt on their driveway and walkways but are prohibited to use salt as ice melt.

Lawn, tree, and Shrub Care & Maintenance

The Board hires contractors to mow and trim the lawns, prune the shrubs, and apply lawn

and tree treatments. The lawns are usually mowed every seven to ten days. However, actual frequency depends on the weather and rate of growth. Depending on budget, weeding, and mulching may be done. If you do not wish contractors to weed, prune, and mulch or otherwise alter your personal landscaping, you must place Board approved signs to that effect, in conspicuous locations.

Adding any additional landscaping around your unit or modifying existing landscaping is prohibited without written Board approval. The Owner must submit all requests in writing to the Board, c/o Management Company, along with plans drawn out on the attached form. The Declaration requires Board approval for any exterior Lot modification. Consideration will be on a case-by-case basis. It is your responsibility to properly maintain and replace the landscaping added by you or the previous Owner. The lawn care contractor will not maintain the additions.

Parking, Street and Vehicles

All Occupants are expected to advise visitors to our Property of the parking policies and rules. Your assistance in this matter could help prevent an embarrassing and unfortunate circumstance from occurring. Neither the Association nor the Management Company will be financially responsible for any vehicle towing or storage costs.

Parking

There have been many complaints regarding parking in the Common and Guest Overflow Parking areas. The building designs called for each Owner to have a two-car garage. Some units have driveways to allow for additional parking of the owner's vehicles. The Board is required to take the parking issues seriously to accommodate all Owners.

1. Owners and Occupants are prohibited from parking in the Visitor Area, parking which is limited to visitor parking only.
2. Vehicles are prohibited from being parked in the Visitor Area parking for more than 48 consecutive hours. Moving a vehicle from one parking space or lot to another does not start the 48 hrs. over. If the vehicle appears on the property on three separate days in any seven-day period, it will not be considered a visitor vehicle and will be towed at the owner's expense.
3. Performing any vehicle repairs, other than jumping a battery

or changing a flat tire, is prohibited on the Property.

4. Motor vehicles are prohibited to be operated on any non-paved area.
5. Garage doors should be closed at all times, except when using the garage. This is for everyone's security and safety.
6. Leaving any personal property other than a vehicle in the common area parking or on the driveway is prohibited.
7. Owner's vehicles should be stored in their own garage or driveway.
8. Boats, campers, and vehicles such as tractors, trailers, dump trailers, or any oversized or outsized vehicles, moving vans, are prohibited on Long Bow Property unless an Owner is moving in or out or in delivery instances.
9. RV's are permitted for a period of twenty-four (24) hours for loading or unloading in association with a trip. If violated, residents will lose this privilege.

Longbow Lane/Silver Bugle Lane

1. The speed limit on Longbow Lane/Silver Bugle Lane is 15 MPH and is posted.
2. No Parking signs are posted. Noncompliance will result in enforcement assessments and/or towing at the owner's expense.
3. Curbs painted yellow are also defined as no parking areas. Noncompliance will result in an assessment as outlined in our Enforcement Policy and/or towing at the owner's expense.

Vehicles

Vehicle repair must be done in Owner's garage and any spilled fluids will be the financial responsibility of the Owner to repair.

Exterior Changes to the Units

Any and all exterior additions or changes must first be approved by the Board of Directors. Requests for exterior additions or changes must be made in writing and submitted to the Board, c/o Management Company, on the attached form, including any painting.

Satellite Dishes

Installation of any satellite dish/antenna in the Common Elements is prohibited.
Selling a Unit

Selling a Unit

One professional 36" x 24" real estate sign may be placed on your Lot while the dwelling unit is being publicly advertised for sale. One Open House and/or directional sign is allowed but only during the hours of the open house.

Mailboxes

If your mailbox is an individual type, the HOA is responsible for its replacement and for protecting it from contractors' equipment by cutting out around it or installing a shield at the base.

Going Away

It is recommended to keep your Dwelling Unit at 55 degrees Fahrenheit or higher if you are going to be away during cold weather. Cabinet and closet doors to the pipes that are on an outside wall should be kept open.

Disconnect the main water supply valve whenever going away for an extended time. Remember to turn off the circuit breaker to the water heater to avoid damage to the heating elements in case of leaking.

It is suggested to stop newspaper deliveries, etc., while you're away.

Pets

1. Dogs, cats, birds, fish, and other commonly recognized household pets are permitted to be kept in the Units, provided they are not kept, bred, or maintained for any commercial purpose. Non-household pets that are prohibited include, but are not limited to rabbits, livestock, fowl, poultry, pigs, snakes 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.
2. Pets must be on a hand-held leash of no more than six feet in length and accompanied by and under the complete physical control of the owner at all times when outside the Dwelling Unit. Tying, staking, tethering, or chaining any pet outside in the Common Areas is prohibited.
3. Pet owners are responsible for the immediate and complete clean-up of any pet waste on the Property.

Trash

Trash, waste, recycling, or other refuse is prohibited outside the Unit unless contained within a sealed bag located inside a closed Tote provided by the City of West Carrollton. Trash receptacles are to be stored away within 24 hours or be subject to a fine.

Items that the trash company won't take on their regular pick-up include furniture, appliances, mattresses and box springs, and other large items. You must make special arrangements with the trash company to have these items picked up. This will be an additional expense to you.

The trash and recycle Totes are to be stored inside your garage at all times except when permitted outside the Dwelling Unit as described above.

The trash and recycle Totes require a house number attached to the outside of the Tote.

Seasonal Decorations

Seasonal decorations are permitted on the Lot from 30 days before the holiday, until 10 days after the holiday. Decorations must be in good taste and are prohibited to contain curse words, or any vulgar content. Inappropriate decorations will be determined by the Board, and Owners will be asked to take down decorations deemed inappropriate for the community. Owners' decorations *are* prohibited on the Common Property.

Window Coverings

Only window coverings that are designed and sold as window covering are permitted to be hung inside windows, and all other items are prohibited. Sheets, blankets, newspaper, foil, cardboard, etc., are not permitted to be hung at the windows, even on a temporary basis. Window coverings must display a neutral color towards the outside of the unit.

Ohio Fire Code

The Board has adopted the new Ohio grilling law pertaining to open-flame cooking

devices herein as part of its rules.

Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies/decks or within 10 feet of combustible construction.

Exceptions: 1. One- and two-family dwellings. 2. Where buildings, balconies and decks are protected.

Leasing Units

Rental or leasing agreements must be in writing, with a copy provided to the Management Company prior to the tenant taking occupancy. Leasing or renting owners must provide full contact information to the Management Company to include name, address, and phone number and, if available, e-mail address and/or fax number.

The owner is responsible for tenant's actions, including any enforcement assessments or damage assessments incurred by the tenant or guests. Tenants must abide by all the Association rules and regulations. Both the owner and tenant will be notified of rule or regulation violations.

Owners must notify the Management Company of any tenant changes and must provide a copy of the lease or rental agreement and other tenant data within 10 days of tenant occupation.

Operating a Business within the Unit

No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, etc., is to be conducted, maintained, or permitted on any part of the property. Occupants may use a portion of their Unit as a home-office, provided the primary use of the Unit is residential, and that the home-office use does not result in any deliveries, customers, clients, employees, or partners coming to the Property. Storing of hazardous materials in storage units or garages is prohibited.

Management of Long Bow Lane Owners Association

PA Property Management is the current managing agent for the Association. The management company functions under the direction of the Board of Directors.

PA Property Management
6832 Loop Rd Centerville, Oh 45459
937-432-9050 ext 8; Rachelg@papropmngt.com

Assessment Payment

Checks should be made payable to Long Bow Lane HOA and mailed with a payment coupon to:

Long Bow Lane HOA
% PA Property Management
6832 Loop Rd Centerville, Oh 45459

If you have no payment coupons mail to:

Long Bow Lane HOA
% PA Property Management
6832 Loop Rd Centerville, Oh 45459

LONG BOW LANE OWNERS ASSOCIATION **COLLECTION POLICY**

1. All assessments are due on the 1st day of the month and are considered late if not received by the 15th day of the month ("the late date").
2. After the late date, an administrative late charge of \$20.00 per month will be added for any late payment or on any balance of unpaid assessments (Subject to increase upon further notice.)
3. 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, attorneys fees and paralegal fees that the HOA incurred in collecting the assessment
 - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suit 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 free, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.
6. 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.

LONG BOW LANE OWNERS ASSOCIATION ENFORCEMENT POLICY

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("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 attorneys' fees, will be assessed to the account of the responsible owner.
- B The owner is responsible for any violation of the Governing Documents by the owner, or the guests, or the occupants, including tenants, of the owner's home.
- c. All costs stemming from any violation, including enforcement assessments, **cleaning**, repairs, or removal, will be charged to the responsible owner's account.
- D In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed
 - 1. Written notice(a) will be served upon the alleged responsible owner specifying'
 - a. A description of the property damage or violation and
 - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment and
 - e. A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment and

- d. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.
2. To request a hearing, the owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed and
 - b. At the hearing, the Board and alleged responsible owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the owner will be sent written notice of the Board's decision.
 - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

**Long Bow Lane Association
IMPROVEMENT APPLICATION**

WHEN DO YOU FILE AN IMPROVEMENT APPLICATION?

An application form must be submitted for any construction or addition to the exterior of your building or grounds. If in doubt about your particular project, contact Rachel Gephart, Property Manager at Rachelg@papropmngt.com.

WHAT IS THE OBJECT OF THIS FORM? The object of requiring a homeowner to file an improvement application with the Board is two-fold:

1. To ensure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the Community, maintains the architectural harmony of the Community and in no way inconveniences your fellow homeowners.
2. To enable the Association to determine what information and assistance it can give in order to expedite completion of your planned improvement.

NAME _____ ADDRESS _____ LOT# _____
DATE _____ PHONE NUMBER _____
EMAIL _____ NEIGHBORHOOD _____
TYPE AND NATURE OF
REQUESTED IMPROVEMENT: _____

COLOR _____ DIMENSIONS _____ LOCATION _____
SUPPLIES _____ APPROXIMATE COST _____ A
SCALE DRAWING OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW THE EXACT LOCATION AND DIMENSIONS. -----

----- I understand the rules concerning the proposed improvement. This improvement in no way encroaches on a neighbor's limited common area or common ground. I agree to abide by the rules established by the Association and will be solely liable for any upkeep required by the construction of this improvement. I further agree to obtain all licenses and/or building permits and to meet all legal requirements for building codes. DATE _____

SIGNATURE _____ (FOR
ASSOCIATION USE)----- Date Received _____ Received
by _____ Date Approved _____ Date Disapproved
_____ Letter Sent _____ Special Details or provisions for Approval

Return to: Rachelg@papropmngt.com or mail to PA Property Management 6832 Loop Rd Centerville, Oh 45459

SUGGESTION/COMPLAINT FORM

DATE: _____

TO: The Board of Directors, LONG BOW LANE **OWNERS ASSOCIATION**

FROM: _____

ADDRESS: _____

PHONE: Daytime _____ Evening _____

Your SPECIFIC suggestion or complaint. Please be as specific as possible.

If applicable: How would you like to see the issue resolved? What have you done so far?

Attach additional pages if necessary

HOMEOWNER: Please forward this form, including additional pages, to: PA Property Management ,
6832 Loop Rd Centerville, OH 45459
937-432-9050 ext 8

For Board Use Only

Date Received: _____ Received By: _____

Board Notes - Follow Up, Resolution, Decision: _____

Date: _____

