

GENOA FARMS ASSOCIATION, INC.  
5576 Genoa Farms Blvd., Westerville, OH 43082



# Genoa Farms Subdivision



## RULES AND INFORMATION HANDBOOK

Enacted: June 11, 2020

Effective Date: August 1, 2020

Mailing Address: 5576 Genoa Farms Blvd, Westerville, OH 43082

This is a locked mailbox located next to the walking path connector with a drop slot.

Email address: [genoafarms@gmail.com](mailto:genoafarms@gmail.com)

Website: <https://genoafarmshoa.gogladly.com>

Access this link from one of these browsers; Chrome, Firefox, Edge, or Safari [IE is not supported]

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## **Introduction**

Genoa Farms Subdivision (“Subdivision” or “Property”) is a subdivision consisting of 145 single family homes built between 2002-2004 by Dominion Homes. The Subdivision Common Elements include; two lighted entrances, two white barns (original to the property), three ponds, a gazebo, a path connecting directly to the Genoa Trail bike\walking path, and significant Common Element spaces; both maintained areas and those left to grow naturally with wild grasses or wooded areas. The community get visitors from the neighboring wildlife which includes deer, fox, raccoon, groundhog, ducks, skunk, coyote, turkey vultures, geese, and a large variety of birds.

Genoa Farms Subdivision is in Genoa Township and the Westerville School district. The Genoa Township Police and Fire stations are just around the corner on Big Walnut Road. Fouse Elementary School and Genoa Middle School are just down the street on Old 3 C Highway and Westerville North High School is just a few miles away. McNamara Park is walking distance and can be reached on the west side from the Genoa Trail bike/walking path and on the east side from the sidewalk along Old 3C Highway.

**Genoa Farms Association, Inc.**

All Owners become members of the Association upon purchasing a home in the Genoa Farms Subdivision<sup>i</sup>.

- By becoming an Owner of a Lot in the Subdivision, each Owner agreed to the mandatory obligation to pay assessments levied by the Board of the Association which funds the operations of the Association<sup>ii</sup>.
  - Annual Assessments
  - Special Assessments
  - Lot Assessments
- Voting and all other matters regarding the governance and operation of the Association are set for in the Association Governing Documents<sup>iii</sup>;
  - Special Warranty Deed (“Declaration”)
  - Code of Regulations (“Bylaws”)
  - Articles of Incorporation (“Articles”)

The goal of the Association as established in the Governing Documents is to<sup>iv</sup>;

- Comply with all zoning and similar governmental regulations
- Promote the health, safety, and welfare of all Owners and Occupants of the Property
- Preservation, beautification, and maintenance of the property and all improvements on the Property
- Establishment of requirements for the development and use of the Property

The Association is responsible for the management and control of the Common Property and any improvements on that property<sup>v</sup>. The Association will contract with vendors to provide landscape maintenance, pond and fountain maintenance, and any other repair or maintenance deemed necessary to maintain the Common Elements.

- As a part of this maintenance, service contractors or other parties authorized by the Board may use motorized vehicles or other items normally prohibited by these rules, such as trucks, mowing equipment, ATVs, boats, etc., on the Common Elements and those activities are permitted when performed as part of contracted maintenance activities.
- Any items located in the Common Elements needing maintenance or repair must be reported to the Board immediately at [genoafarms@gmail.com](mailto:genoafarms@gmail.com).

The Association may make and enforce reasonable rules and regulations governing the use of the Subdivision which are consistent with the Association Governing Documents<sup>vi</sup>. This means the Board has authority to adopt reasonable rules governing the use of the Lots, and the Common Property. The Association has the power of enforcement remedies that include;

- Reasonable monetary enforcement assessments (fines) that are considered Lot Assessments
- Suspension of the right to vote as a member of the Association
- Suspension of the right to use the Common Property

**Genoa Farms Association, Inc. Board**

Genoa Farms Association is a self-managed HOA that consists of three elected Board Members who volunteer their time to serve on the Board<sup>vii</sup>. The Ohio Planned Community Act authorizes the Board to take all actions on behalf of the Association and exercise all Association powers, unless the Governing Documents specifically require an Owner vote.

- Board Members serve a 2-year term and elections occur at the Annual Membership Meeting

The email address [genoafarms@gmail.com](mailto:genoafarms@gmail.com) is the best way for Owners to communicate with the Board. This email account is monitored regularly.

**Association Annual Membership Meeting**

An Annual Meeting of the Association Membership will be held in the first calendar quarter of each year. The goal is to hold the meeting during March at the Genoa Township Hall located at 5111 S Old 3C Hwy, Westerville, OH 43082 whenever possible.

- Notification of the Annual Meeting date is sent in an annual mailing to all Owners approximately 30-days prior to the meeting, but not less than 5-days prior to the meeting<sup>viii</sup>.
- The Notification of the Annual Meeting will also include how many Board positions are up for election during the meeting.
- An annual budget of Association expenses is distributed to all Owners in the annual mailing.

**Association Annual Assessment**

The annual Association Common Expense Budget is used to determine the Annual Assessment amount due from each Owner for the year, which is due on May 1st of each year.

- The Annual Assessment is determined as follows<sup>ix</sup>:
  - Annual Common Expense Budget \ 145 homes = \$ Owner Annual Assessment Amount
- The Annual Assessment amount will be not less than \$300.00 per year but, will increase over time as costs of maintenance and services increases.

No Owner is exempt from liability for any Assessment and all unpaid Assessments, administrative late fees, and all costs associated with collection activities are the responsibility of the Owner of the property<sup>x</sup>.

**Annual Mailing**

One mailing will be sent to each Owner via US Mail which contains the following;

Genoa Farms Annual Assessment reminder

Notice of the Genoa Farms Association Annual Meeting

Genoa Farms Association budget for the fiscal year that starts on May 1<sup>st</sup>

Notice of any Board positions up for Election

**Collection Policy**

The Board has enacted a Collection Policy effective October 24, 2019 which was mailed to all Owners with the Annual Assessment notice on February 12, 2020.

## **GENOA FARMS ASSOCIATION, INC**

### **COLLECTION POLICY**

1. The annual assessment is due on the 1<sup>st</sup> day of the month of May each year and is considered late if not received by the 10th day of the month of May ("the late date").
2. After the late date, an administrative late charge of \$25.00 will be added for each unpaid assessment.
3. The Association will apply any payments in the following order:
  - a. Collection costs, attorney's fees, and paralegal fees the owners Association incurred in collecting the assessment;
  - b. Administrative late fees owed to the Association; and, finally,
  - c. 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, suites for money judgement, 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, 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.
7. If an Owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

## **Association Mailbox**

The Genoa Farms Association, Inc. mailing address is: 5576 Genoa Farms Blvd, Westerville, OH 43082

- A mailbox is located on Genoa Farms Blvd. right next to the path that leads to the Westerville bike path.
- The mailbox is labeled HOA, is a secured/locked box, and has a drop slot for delivered US Mail and for Owners to drop payments or correspondence.

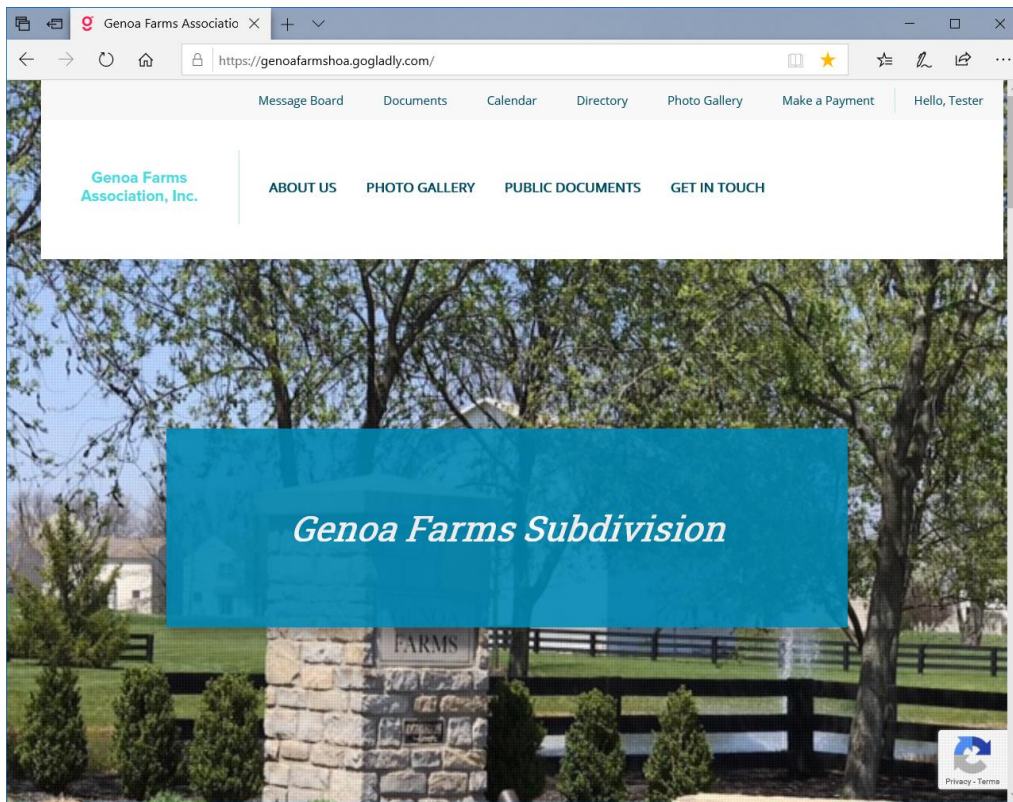


## **Association Website**

An Association website has been established to communicate information to the Owners and is administered by the Board. Each Owner should register on the Association website.

<https://genoafarmshoa.gogladly.com>

**Note:** Access with Safari, Chrome, Firefox or Edge (Internet Explorer is not supported)



- Access the Register option from the “Documents” or “Directory” options at the top of the main page of the website. Once access is approved, the Owners will gain access to Association Governing Documents, Rules, financial reports, Annual Meeting minutes, and other information.
- A Message Board feature on the website allows the Board to communicate information to Owners such as known issues with Common Elements, maintenance in progress, special events, or other information.
- Owners may also use the Message Board to share information such as lost and found items or recommended service providers.
- The Association Governing Documents and Rules are available without website registration to all current and prospective Owners in the “Public Documents” section of the website.
- Current and prospective Owners can email the Board using the “Get in Touch” section of the website.

### **Sign Boards Placed at Entrances**

The Board will occasionally use sandwich board signs placed at the entrances as an additional reminder to Owners of upcoming activities such as the Annual Meeting, due date for Association Dues, etc.

### **Design Review Process**

Through the Association Board and the Design Review Committee, Genoa Farms Association strives to maintain the community and protect property values.

- The Board will appoint a 3-person Design Review Committee to review all Design Review Applications and provide approval or denial of any proposed improvement or modification to any exterior element of the Lot by an Owner or Occupant<sup>xi</sup>. If the Board fails to appoint a Design Review Committee, the Board will act as the Design Review Committee (“DRC”).

Any modification, alteration, addition, change, or updating to a Lot that is not within the dwelling unit is prohibited without DRC written approval. The Association requires a Design Review Application be submitted for all exterior modifications to the home on the Lot, any exterior improvements [patio, playset, significant landscaping, in-ground pools, etc.] to the Lot, or any significant landscaping changes on the Lot.

- A Design Review Application can be submitted via email or via paper copy [mailed to 5576 Genoa Farms Blvd or dropped in the slot of the locked mailbox].
- The Design Review Board must approve the Design Review Application in writing before starting any construction or modifications and the turnaround time for response on the Design Review Application will also depend on the complexity of the project. The Design Review Committee will attempt to respond within a 2-week period but, please remember that the Board and the Design Review Committee are all volunteers and as such, responses cannot always be immediate.
- Work is prohibited from being commenced until and unless the Owner has received written approval from the Design Review Committee. Failure to submit a Design Review Application could result in fines and/or

removal of the unapproved modification and all fees incurred by the Association for such actions will be billed back to the Owner.

- Once the Design Review Application has been approved, no modifications may be made other than those specifically approved by the Board in writing, without further written approval from the Design Review Committee.
- Once the Design Review Application has been approved, the Owners must call to OUPS (811) prior to any digging so they can mark areas in the ground to avoid dangerous situations.
- The Owner must be sure that all applicable permits are acquired from Delaware County.

### **Common Elements**

Each Lot in the Subdivision extends back only to the black property marker posts.

- All property behind the black property marker posts, the access areas from the street to the greenspace marked with black posts, all wooded areas, all grassland areas, all ponds, and all maintained areas around the Barns and Entrance areas are the Common Elements and are owned and maintained by the Association for the benefit of all Owners.
- Some of this Common Element is maintained by the landscaping company designated by the Board and the rest of the property is left to grow in a wild state.

Owners are encouraged to enjoy these natural areas for temporary recreational purposes, if the usage does not;

- Violate zoning or similar governmental regulations
- Violate the Rules established by the Association
- Damage the Common Elements
- Infringe upon other Lots
- Create excessive disturbances to neighboring Lots
- Violate these Rules

Owners are responsible for the actions of any Owner, Occupant, tenant, or guest while on the Lot or any aspect of the Common Elements. Owners are responsible for any damage to the Common Property caused by any Owner, Owner's family, Occupant, or guests.

### **Association Rules for Common Element & Lot Usage**

- 1) Owners are permitted to mow the grass adjacent to their Lot to help maintain the grassy areas and improve the overall community. Mowing may be done with push or riding mowers and fertilizing and applying weed prevention treatments to the grassy areas adjacent to the Lot are also allowed.
- 2) Owners are prohibited to modify any other aspect of the Common Elements [addition, modification, or removal of any aspect of either the groomed or natural Common Elements].



- If there is a specific reason that an Owner would like to modify any aspect of the Common Elements adjacent to their Lot, the request for an easement must be submitted as a Design Review Application to the DRC, will be considered by the DRC, and a written response will be provided, either approving or denying the request for an exception.
- 3)** Recreational items of a temporary nature may be placed on Common Elements, if they are;
- Temporary and are not left on the Common Elements at any time between sundown and sunrise.
  - Not causing damage to the Common Elements.
  - Any damage to Common Elements from such temporary items will be repaired by the Association at the expense of the Owner causing the damage.
- 4)** No structures or items can be built on, stored on, or be placed on the Common Elements any time between sundown and sunrise.
- Playhouses, playsets/swing sets, gardens, firepits, lawn furniture, trampolines, soccer nets, or any other items not specifically mentioned.
- 5)** Above-ground swimming pools are prohibited on the Owner's Lot and on the Common Elements.
- In-ground swimming pools are allowed with written approval of a Design Review Application from the DRC before construction can begin.
  - A child sized pool, inflatable water slide, sprinkler mat or other similar water toys can be used during the day on the Owner's Lot, but they cannot be left standing, inflated, or holding water at any time between sundown and sunrise. These items are not permitted to be used on the Common Elements.
- 6)** The Association prohibits dumping of trash, yard waste, pollutants, or any other materials on the Common Elements.
- Any cost incurred by the Association to remove such items from the Common Elements will be billed back to the Owner.
- 7)** Operating any motor vehicle on the grassy area of the Lots and the Common Elements is prohibited. Off-road<sup>xii</sup> motorized recreational vehicles are prohibited on all parts of the Common Elements. This includes but is not limited to;
- ATV's, 3-wheelers, 4-wheelers, snow mobiles, dirt bikes, motor bikes, mini-bikes, motorized bicycles, mopeds, golf carts, and includes any other type of off-road motorized recreational vehicle of any size that may not be explicitly listed here.
  - Battery operated cars intended for children under 8-years of age may be used on the sidewalks or on the Owner's Lot, but are prohibited anywhere else on the Common Elements.

- 8)** Hunting, trapping, or poisoning of wildlife is prohibited anywhere in the Subdivision.
- As required to maintain the health and safety of the Common Elements, the Association may hire a licensed contractor to perform rodent control activities on an occasional basis.
  - The Association strives to retain the natural areas of the Subdivision, including its native wildlife, and removal of such wildlife is not part of the normal planned maintenance of the community.
- 9)** The Association prohibits the discharging of guns, ammunition, or explosives on all parts of the Subdivision.
- 10)** Boating, swimming, wading, skating, or fishing in the Association's ponds is prohibited. All persons, Owners, Occupants and their guests must exercise extreme caution when venturing near or around the Association's ponds for their personal safety.
- The Association prohibits throwing anything into the Association's ponds or feeding water fowl at the Association's ponds. Trash and recycling must be contained so that trash does not blow into the Association's ponds.
  - The Association will designate a licensed and bonded lake management vendor who will enter the ponds for the purposes of maintaining the ponds or use boats to install and remove the fountains and aeration devices for service and winter storage.
  - Prohibition of the above activities is not intended to diminish the enjoyment of the ponds, but to promote reasonable safety of Owners and their guests and to help keep the aerators operating properly, reduce algae levels, and minimize expensive maintenance costs.
- 11)** Dogs must be under the control of their owner at all times when outside the dwelling unit. Owners are required to clean up after their pets while on the Common Elements.
- Dogs must be on a leash no longer than 6 feet in length when on the sidewalks.
  - Dogs must be maintained under the control of its owner at all times when on the open spaces of the Common Elements.
  - Any cost associated with cleanup of pet waste or repair to Common Elements will be the billed back to the Owner.
- 12)** Owners are prohibited from giving work instructions to any Association service contractor or interfering with any Association contractor or service provider. All requests or concerns regarding work being done on the Association Common Elements must be submitted to the Association email address and the Board will issue the appropriate service requests to ensure that the contractor is performing the work in accordance with the Association's contractual agreement. Owners will be held responsible for the

increased costs caused by their tortious interference with the Association's contractors, as determined by the Board.

- 13)** Feeding of any wild animal is prohibited, including leaving food outside the dwelling unit that is not contained in a sealed garbage bag and within a waste container with the lid closed.

  - Bird feeders are permitted on the Owners Lot, but are not permitted on the Common Elements.
- 14)** Owners are responsible for trimming and maintaining the trees on the Lot, including the trees on the Lot in the grass between the sidewalk and the street (a.k.a "street trees") to ensure 7 feet of clearance for vehicles in the road and pedestrians on the side walk.

  - Owners are responsible for replacement of trees on the Lot, but written approval of a Design Review Application is required from the DRC for all new and replacement trees on the Lot.
  - The street trees along Genoa Farms Blvd must be Red Maple trees.
  - The street trees along Laver Lane must be Honey Locust trees.
- 15)** Owners are responsible for mowing, trimming, and edging of the grass and weeds on the Lot and performing weed control. Regular mowing and trimming is required and grass and weeds must not exceed 12 inches in height.

**Enforcement Policy**

The Board has enacted an Enforcement Policy effective August 1, 2020 and it is being published to all Owners as part of this Rule and Information Handbook.

## **GENOA FARMS ASSOCIATION, INC**

### **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(s) 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
    - c. 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.

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<sup>i</sup> Special Warranty Deed, Section III Membership and Voting Rights, Bullet A

<sup>ii</sup> Special Warranty Deed, Section V Assessments

<sup>iii</sup> Special Warranty Deed, Section III Membership and Voting Rights, Bullet B

<sup>iv</sup> Special Warranty Deed, Section II Goals

<sup>v</sup> Special Warranty Deed, Section IV Rights and Obligations of the Association, Bullet A

<sup>vi</sup> Special Warranty Deed, Section IV Rights and Obligations of the Association, Bullet C Rules and Regulations

<sup>vii</sup> Code of Regulations, Article IV Board of Directors, Section 4.01

<sup>viii</sup> Code of Regulations, Article III Meetings of Members, Section 3.04

<sup>ix</sup> Special Warranty Deed, Section V Assessments, Bullet C

<sup>x</sup> Special Warranty Deed, Section V Assessments, Bullet F,

<sup>xi</sup> Special Warranty Deed, Section VII Architectural Standards

<sup>xii</sup> Special Warranty Deed, Section IV Rights and Obligations of the Association, Bullet C Rules and Regulations