The Falls at Hayden Run Condominium Association

HANDBOOK OF RULES AND REGULATIONS

Effective: June 6, 2023



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MESSAGE FROM THE BOARD OF DIRECTORS

Dear Homeowners,

On behalf of the Board of Directors of The Falls at Hayden Run Condominium Association, Link Real Estate Group, and all Unit Owners of the Condominium Association, we would like to take this opportunity to welcome you to the community.

This is a premier condominium community. Each Unit Owner's compliance with the rules and regulations outlined in this handbook is important to the overall beauty and uniformity of our community.

We look forward to receiving your questions and / or suggestions on how we, as a community and as a Board, can better serve each and every Unit Owner. All opinions are important and will be respected. All ideas are welcome!

Welcome Home!

PURPOSE

This handbook of Rules and Regulations was prepared by the Board of Directors to serve as a quick source of general information about the community, the rules and regulations by which owners shall live, and its governing Association. This is not a substitute for the Condominium Documents: Bylaws, Declaration, and Articles of Incorporation. *In the event of a conflict between this handbook and the Condominium Documents, the Condominium Documents are the controlling documents.*

Questions about the Association and its activities should be directed to the Board through the Association's Management Company, Link Real Estate Group.

CONDOMINIUM DOCUMENTS

The Condominium Bylaws and Declaration are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the Association will be run.

Every Unit Owner should receive a copy of these documents at closing. It is the duty of each Unit Owner to become familiar with and have a good understanding of these documents. If you do not have a copy, a copy can be obtained for free by going to the County Recorder's office OR by logging in to your Owner Portal and reviewing them in the Shared Documents section.

All forms included within the Handbook are available on your Owner Portal in AppFolio at https://linkapm.appfolio.com/connect or by request from the Management Company. Unit Owners are encouraged to check the Owner Portal for the most up to date information about the community.

DEFINITIONS

Annual Meetings
"Means regular annual meetings of the Unit Owners held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time, to time, by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members."

Board and Board of Directors
"Mean those persons who, as a group, serve as the board of directors of the Condominium Association and are also one and the same as the board of directors of the Condominium established for the Condominium under the Condominium Act."

Bylaws
"Mean the bylaws of the Condominium Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Condominium Association under and pursuant to the provisions of Chapter 1702."

Common Element
"Means all of the Condominium Property, except that portion described in the Condominium Declaration as constituting a Unit or Units and is that portion of the Condominium Property constituting "common elements" of the Condominium under the Condominium Act."

Condominium and The Falls at Hayden Run Condominium
"Mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act and under which each Unit Owner has an individual ownership interest in a Unit with the right to exclusive possession of that Unit and an undivided interest with the other Unit Owners in the Common Element of the Condominium Property."

Condominium Act
"Means the statutory law of the State of Ohio regulating the creation and operation of condominiums and is presently Chapter 5311 of the Revised Code of Ohio."

Condominium Association and The Falls at Hayden Run Condominium Association
"Mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act."

Condominium Declaration
"Means the instrument, by which the Condominium Property is hereby submitted to the Condominium Act…"

Condominium Property
"Means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto."

Director and Directors
"Means that person or those persons serving, at the time pertinent, as a director or directors of the Condominium Association, and mean that same person or those persons serving in the capacity of a member of the board of directors of the Condominium Association, as defined in the Condominium Act."

Disclosure Statement
"Means development statement required pursuant to Section 5311.26 of the Ohio Revised Code, which shall also serve as an information brochure, for The Falls at Hayden Run Condominium."

Limited Common Element
"Means those common elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in the Condominium Declaration, or by the Board, and is that portion of the Condominium Property constitution "limited common elements" of the Condominium under the Condominium Act."

Occupant
"Means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner."

The Falls at Hayden Run Master Development
"Means a real estate development being developed by Declarant on approximately 90.18 acres of land located north of Hayden Run Rd., a portion of which will be comprised of the Condominium Property."

The Falls at Hayden Run Master Association
"Means an Ohio corporation not-for-profit that Declarant has formed whose members shall consist of all Unit Owners, and any other record owner of a fee simple interest in The Falls at Hayden Run Master Development, and which will administer The Falls at Hayden Run Master Development pursuant to the terms and conditions of The Falls at Hayden Run Master Declaration."

The Falls at Hayden Run Master Declaration
"Means a certain Declaration of Covenants, Easements, Restrictions and Assessment Liens for The Falls at Hayden Run Master Development filed of record with the Franklin County Recorder by the Declarant, which contains certain covenants, restrictions, easements, and assessments liens that are applicable to The Falls at Hayden Run Master Development.

Unit and Units
"Mean that portion or portions of the Condominium Property described as a Unit or Units in the Condominium Declaration and is that portion of the Condominium constituting a "residential unit" or "residential units" of the Condominium under the Condominium Act."

Unit Owner and Unit Owners
"Mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Condominium Association, as well as The Falls at Hayden Run Master Association, as defined in Chapter 1702 of the Revised code of Ohio."

PROPERTY MANAGEMENT COMPANY

The Management Company retained by the Board is:

Link Real Estate Group
2500 Farmers Dr., Suite 250
Columbus, Ohio 43235

IMPORTANT WEB ADDRESSES & TELEPHONE NUMBERS

Emergency Numbers:

Emergency Maintenance- After Hours	614-639-5021
Emergency Police Department	911
Emergency Fire Department	911

Non-emergency Numbers:

Link Real Estate Group	614-686-7775
Police Department – City of Columbus	614-645-4545
Fire Department – City of Columbus	614-221-3132

Utility & Service Numbers:

Columbia Gas – General	800-344-4077
Columbia Gas – Odor of Natural Gas Hotline	800-282-0157
Nationwide Energy Partners (NEP)-Water/Electricity/Sewage	614-918-2031
Nationwide Energy Partners (NEP)- Emergency	877-818-2637
AT&T	877-777-8241
Spectrum	888-369-2408
Breezeline	888-675-8709
DirectTV	800-531-5000
Dish Network	800-333-3474

Miscellaneous Numbers:

Poison Center of Central Ohio	800-222-1222
Columbus Health Department	614-645-7417
ADT Security Services	614-699-5134
Franklin County Animal Shelter	614-525-3647
Columbus Humane	614-777-7387
Broad and James Towing	614-231-8697

THE BOARD OF DIRECTORS & THE ASSOCIATION

THE BOARD OF DIRECTORS

A condominium is a group of living Units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. By Ohio law and the Falls at Hayden Run Condominium Association Bylaws, the Board of Directors ("the Board") is responsible for the operation and management of the common elements of the community and the Association affairs. The Board has the ultimate authority to make decisions and promulgate rules and regulations to create a harmonious living environment and help maintain property value.

BOARD MEETINGS

The Board meets as necessary, but in no event less than quarterly, to review the Association's finances and operations. Any Unit Owner may be placed on the agenda, with Board approval, for the next Board meeting by contacting the Management Company in writing at least two weeks prior to the meeting and providing the topic to be discussed.

Board members will conduct meetings, by topic, for discussion among its members. During open meetings, Unit Owners who wish to speak on a specific topic will be recognized, upon completion of the discussion, and given three minutes of uninterrupted opportunity to comment. The number of Unit Owners permitted who wish to speak on a specific topic will be determined by the Board. Unit Owners who are not able to speak on a specific topic can submit their comments and suggestions in writing to the Management Company on behalf of the Board.

As needed for confidentiality, the Board may elect to go into an executive session, at which point the attending Unit Owners will be requested to leave the meeting. Once Unit Owners have been recognized, the Board will then again discuss the topic, in executive session, and a Board vote will be taken. The Unit Owners will be notified of the Board decision by the Management Company in writing, after the meeting.

ASSOCIATION MEETINGS

At least one Annual Meeting of the Association membership will be called, in the first calendar quarter of each year, with a minimum of five days advance notice. Notification of the Annual Meeting will be sent to all Unit Owners. Special meetings of the Association may be called as warranted.

COMMITTEES

Committees may be formed by the Board to assist in the management of community activities and affairs as well as to facilitate community participation. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. Neither chairman nor committee members have decision making authority for the Association; they are strictly formed to assist.

Examples of committees include: Block watch, Landscaping, Social, and Compliance.

To volunteer for a committee, please mail or e-mail your contact information to the Management Company indicating the committee of interest.

RULES AND REGULATIONS

PURPOSE OF RULES AND REGULATIONS & THEIR MODIFICATION

The purpose of rules and regulations is to establish a system to maintain the look and feel of the community, control operating and maintenance costs, and provide for a harmonious living environment for all Unit Owners. The Board may amend the Handbook from time to time, as conditions change, without prior notification to the Unit Owners that have either closed or are under contract to close. Such change will prompt a revision page, or pages, to this Handbook that will be provided to Unit Owners in accordance with the declaration.

RULES AND REGULATIONS ENFORCEMENT

It is the responsibility of the Board and Management Company to establish and enforce the Rules and Regulations. The first violation of a rule may be cited, and a warning letter may be sent to the Unit Owner. If a second violation of the same rule occurs after the first warning, or the initial violation remains uncorrected after the deadline, in addition to other remedies in the Rules and Regulations, an enforcement charge is assessed to the Unit Owner. There will be an additional enforcement charge for each subsequent occurrence of the same violation.

NON-COMPLIANCE

Any Unit Owner may file a complaint citing a violation of the Rules and Regulations as stated in the Declaration and Bylaws and/or Handbook. A Formal Complaint Form (Attachment A) should be completed and submitted to the Management Company. The complaint will be presented to the Board, investigated, and processed for further action. When circumstances permit, Unit Owners are encouraged to try to resolve issues with other Unit Owners informally. To the extent permitted by law and/or the Rules and Regulations, Unit Owners will be protected regarding complaints filed.

The Management Company will be performing periodic compliance audits. Non-compliance will be documented and will follow the process identified below. A Unit Owner receiving a violation letter has the following options:

1. Comply with the Rules and Regulations of the community.
2. Any Unit Owner wishing to dispute a cited violation is entitled to a hearing with the Board if prior reconciliation is not successful. Write a letter to the Board disputing the legitimacy of the complaint. The Board will come to a ruling. If the complaint is found to be illegitimate or outside the governance of the Association, the issue is closed. If the complaint is found to be legitimate, the Unit Owner will be advised to comply within a stated time period.
3. If the Unit Owner does not comply within the allotted time period, the Board may engage someone to perform the work necessary and bill the Unit Owner for the cost including an administration or enforcement charge.

COMMON MAINTENANCE RESPONSIBILITIES

Below is a list of common maintenance issues, and who is responsible for each item.

DESCRIPTION	RESPONSIBILITY	
	OWNER	ASSOCIATION
Chimney, Exterior Siding and Flashing		X
Chimney, Vents and Dampers Within Units	X	
Doors: Garage and Entry	X	
Doors: Garage Repair to Original Specifications	X	
Doors, Weather Stripping, Storm Doors, and Screens	X	
Windows, Frames, Glass, Screens and Storm Windows	X	
Heating and Air Conditioning System	X	
Enclosed Patio, Mulched Element and Personal Planting	X	
Landscaping Common Elements		X
Landscaping, Mowing and Fertilizing Grass		X
Landscaping, Mulch, Care of Original Trees, and Shrubs		X
Original Concrete Patio Repair		X
Original Concrete Patio Maintenance – Clean Up – Upkeep	X	
Individual Patio Extensions and Replacement	X	
Individual Patio Extensions and Maintenance	X	
Fences and Wooden Structure Replacement		X
Fences and Wooden Structure Maintenance	X	
Pipes, Gas, Water and Sewer Serving One Unit	X	
Pipes, Gas, Water and Sewer Serving More Than One Unit		X
Light Bulbs, Garage Side and Overhead	X	
Exterior Unit Light Fixtures		X
Common Element Lighting and Entrance		X
Walls, Exterior, Structural and Maintenance		X
Walls, Exterior, Siding and Trim		X
Walls, Interior to Unit and Maintenance	X	
Interior Damage, Drywall, Caused by Roof Leak etc.	X	
Property Damage Within Unit	X	
Roofs, Shingles, Flashing, Gutters, and Downspouts		X
Wiring and Electrical Serving One Unit	X	
Wiring and Telephone Serving One Unit	X	
Foundation Walls and Footing Drains		X
Structural Maintenance, Siding and Trim		X
Roadways		X
Walks and Driveways		X
Snow Removal Roads and Sidewalks		X
Snow Removal Stoop and Steps	X	
Stoop and Steps replacement due to salt damage	X	

NOTE: This list is not intended to be all inclusive. Please review the Association's legal documents OR call your Management Company for further information.

INTERIOR MAINTENANCE & EMERGENCY MAINTENANCE

All interior maintenance is the responsibility of the Unit Owner. If the Management Company dispatches a maintenance technician to address an interior emergency maintenance item, the cost for the service call and maintenance is the responsibility of the Unit Owner.

For non-emergency interior maintenance, the Management Company may agree to perform the requested interior maintenance on a fee-for-service basis to the Unit Owner. A contractor may be recommended for service requests not performed by a maintenance technician.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by the Unit Owner, and perform cleaning and housekeeping with respect to the Limited Common Areas to the Owner's Unit.

A special assessment cost will be billed to the Unit Owner individually in the event they fail to make a repair or perform required maintenance to any part of the Common or Limited Common Areas. The Board will determine if maintenance or repair is necessary, if negligent or intentional acts of a Unit Owner or occupant is a result of unit's failure to pursue a remedy.

FINANCIAL MATTERS

ASSOCIATION DUES

Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay fees to the Association to cover normal condominium fees, special assessments for capital improvements, and special individual Unit assessments as deemed necessary by the Board.

RETURNED CHECKS (NSF) & LATE CHARGES

Any check returned for non-sufficient funds (NSF) will be:

1. Charged back to the individual account.
2. A $30.00 NSF Fee (or amount the bank charges the Association if not $30.00) payable to the Association will be charged back to the Unit Owner.
3. NSF checks will not be re-deposited.

Consult the Management Company for applicable late fees.

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

The Management Company will administer the Association's Collection Policy and procedure as adopted by the Board of Directors.

Dues are payable to your condominium Association on the first of each month and are considered late as of the second of the month. A late charge will be added to any account delinquent after the tenth (10^{th}) of the month (to allow for mail delays). See Attachment F, Collection Policy, for further details.

The Board shall have the right, power and authority to suspend the voting rights of a Unit Owner during any period in which they are in default in payment of condominium fees, charges, or any assessment levied by the Association. The Unit Owner's Association voting privileges will be suspended until the account becomes current.

As a resident of The Falls at Hayden Run, each owner is responsible for payment into two (2) separate association accounts: (1) The Falls at Hayden Run Condo Association and (2) The Falls at Hayden Run Master Association. These payments must be made separately as they are two (2) separate entities, and one (1) transaction cannot be separated into the two (2) different accounts.

Once logged in, Owners can set up their payments using their bank account information or their credit card. For convenience, auto payments are available to ensure monthly dues are paid on time. Any questions regarding payment of dues can be directed to the Management Company.

INSURANCE

ASSOCIATION INSURANCE

The Association will maintain appropriate levels of insurance according to Ohio State law and the condominium Declaration.

ASSOCIATION INSURANCE POLICY

A copy of the Association's Insurance Policy can be obtained upon request by contacting the Association's Insurance Broker, Hans Schell, State Farm Insurance, at p: (614) 888-0606.

ASSOCIATION INSURANCE COVERAGE OVERVIEW

The Association maintains appropriate levels of insurance for the common elements of the community.

UNIT OWNER'S INSURANCE COVERAGE

Unit Owners shall obtain individual homeowner's insurance, which would provide coverage for their Unit and improvements as part of its appurtenant limited common elements and personal contents. The Association must be named as an additional insured.

It is the Unit Owner's responsibility to insure the Unit interior for any items not a part of the original construction including permanent home improvements such as built-in fixtures and equipment, upgraded floor and wall coverings.

INSURANCE DISCLAIMER

THE ABOVE IS PROVIDED SOLELY FOR INFORMATIONAL OVERVIEW PURPOSES ONLY. A UNIT OWNER IS RESPONSIBLE FOR AND IS ENCOURAGED TO DETERMINE THEIR INDIVIDUAL HOMEOWNER'S INSURANCE REQUIREMENTS UPON CONSULTATION WITH A QUALIFIED INSURANCE EXPERT. TO ASSIST IN THAT ENDEAVOR, A COPY OF THE ASSOCIATION'S INSURANCE POLICY IS AVAILABLE UPON REQUEST BY CONTACTING THE MANAGEMENT COMPANY.

UTILITY RESPONSIBILITY

UNIT OWNER RESPONSIBILITY

Unit Owners are responsible for maintenance and payment of their own gas, electric, water, sewer, cable television, and telephone. Unit Owners are responsible for initiating utility service on or after the date of closing.

ASSOCIATION RESPONSIBILITY

The Association is responsible for maintaining the exterior End-Unit water spigots that are not connected to the individual homeowner's water meter.

REFUSE COLLECTION

The Association provides a trash pickup service to keep the community clean and hopefully rodent free. Trash should be bagged, tied, and placed in the provided garbage cans with lids secured for collection. Trash not bagged, tied, and placed in the trash container will not be collected. Boxes for disposal need to be broken down and put in the recycle dumpster located near the Clubhouse.

The day preceding collection, trash containers may be set out after 5 p.m., and no later than 8 a.m. the day of collection. Trash containers must be put away as soon as possible after collection and no later than 9 p.m. the day of collection. Unit Owners will be responsible for cleaning up trash spillage from their containers.

Any Unit Owners who leave trash containers out after the trash collection period are subject to a fine. If a Unit Owner is away from the home during the trash collection period they may use the central dumpster.

All trash for collection must be placed outside the Unit Owner's garage or behind the back limited common element in garbage cans with lids secured closed. Trash containers, when not set out for collection, must be kept inside the Unit Owner's garage. If an Owner does not have a garage, they must store it in their back limited common element patio in a garbage can with the lid secured shut.

REFUSE DISPOSAL

For rodent control, Unit Owners should take any loose trash or recycling to the central dumpsters/recycling area located near the clubhouse. There you will find a bulk trash cage (secured with a combination), a recycling dumpster and a trach compactor. To operate the compactor, place refuse inside, close and latch the door. Waste bags are not to be left next to the compactor, on top of the compactor, on the ramp, or in the bulk pickup area. Unit Owners will be fined $50 per occurrence for putting waste bags in these areas. Use the front compactor

door only when disposing of refuse. The rear compactor door is for maintenance use only. For energy conservation purposes, the compactor will not cycle every time the door is closed and latched. This does not indicate the compactor is non-operational.

Garbage is not to be put in the bulk pick-up area. This area is for bulk items only like a couch, dresser, or large piece of furniture. Items that cannot be picked up in the bulk area include but are not limited to: hazardous, flammable or explosive materials, auto parts, tires, excavating and building materials, refrigerated appliances, furnaces, pianos, spas, hot tubs, pool tables, or yard waste. These items will need to be picked up by a rubbish hauler. Contact the Management Company for assistance.

Waste bags are not permitted to be stored on the front limited common area stoop or back limited common area patio. Waste bags must be disposed of in the compactor or during weekly refuse collection. Unit Owners will be fined per occurrence for putting waste bags in these areas.

Cigarette butts are considered refuse and must be disposed of properly. If placed in the mulch bed, cigarette butts have been known to start fires. These are not permitted to be put in the mulch beds or on the front limited common area stoop or thrown into the street or on the sidewalks. Unit Owners will be fined per occurrence for cigarette butts in these areas.

There shall be no dumping of trash into retaining ponds. Anyone caught doing so will be fined for each occurrence.

RECYCLING COLLECTION

To participate in the door-to-door recycling service, homeowners MUST put all recyclables in the provided recycling container. If you place recycling materials outside in anything other than the provided container, they will not be picked up. Additional recycling space is available at the recycling dumpster near the compactor area, close to the Clubhouse and may be used for items that do not fit in the provided container.

RECYCLING DISPOSAL

The following is a guideline of items permitted and prohibited in the recycling containers.

Paper: Cardboard, newspaper, newspaper inserts, magazines, catalogs, junk mail, envelopes (with and without windows), computer paper, brown paper bags, paperboard (i.e., cereal boxes), and telephone books.
Plastic Bottles: All plastics #1-2 (such as milk jugs), soft drink bottles, and laundry detergent and shampoo bottles (please remove caps and rinse bottles).
Glass: Clear, brown, green and blue glass, bottles, and jars (please remove caps and rinse bottles).
Aluminum & Steel Cans: Aluminum and steel beverage cans, soup and food cans, empty aerosol cans, and aluminum siding and gutters.

Prohibited items in recycling container: Bagged trash, textbooks, oil jugs, plastic bags, plastic plates, utensils, plastics other than #1-2, buckets, toys, window glass, light bulbs, pots, pans, coat hangers, paint cans, gas containers, building/hazardous materials, medical waste, yard waste, and tires.
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COMMON & LIMITED COMMON ELEMENTS

PURPOSE OF COMMON ELEMENTS

The common element is for the sole and exclusive use, benefit, and enjoyment of the Unit Owners for the purpose and manner in which such elements and facilities are ordinarily used. All Unit Owners jointly own the common elements including the limited common element. No one shall use the common element or limited common element in such a manner as to disturb others. **Limited common elements may include porch areas, patio area, driveway area, sidewalks, steps, stoop, and yard area with improvement therein.**

ACTIVITY ON COMMON ELEMENT

There shall be no playing of organized sports, without prior authorization by the Board, parking of bicycles, baby carriages, wagons, toys, vehicles, benches, chairs on any part of the common element except the limited common element (patio/porch).

Common elements and limited common elements are not to be used as storage areas.

DAMAGE TO COMMON ELEMENTS

Unit Owners are responsible and will be assessed for the maintenance and repair resulting from damage to the common elements and limited common elements caused by any negligent or intentional act by the Unit Owner, residents of a unit, or guest of any Unit Owner.

NOISE LEVEL EXPECTATIONS

It is expected that Unit owners demonstrate common courtesy to adjacent Unit Owners relative to noise and activities on patios and porches. Party activities on the common elements and limited common elements (patio/porch) should terminate by 10:00 p.m. Sunday through Thursday, and 12:00 a.m. on Friday and Saturday. Any activities occurring beyond these times may be addressed by filling out a Formal Complaint Form (Attachment A) with the Management Company. If a noise incident requires immediate attention, please contact the non-emergency police number, (614) 645-4545.

Please remember to be courteous to your neighbors and keep stereo, TV, conversation, and pet noise, both in and outside the Units, to a reasonable level.

FIREWORKS

Fireworks, of any kind, are specifically prohibited. If a noise incident requires immediate attention, please contact the non-emergency police number, (614) 645-4545.

WATERING LAWN AREAS

Common element lawns are maintained by a landscaping company hired by the Association. During the Summer months, Unit Owners are encouraged to help water the grass, trees and shrubs around their Unit to assist in maintaining the landscaping. This service is not provided by the landscaping company.

GARAGE SALES & SOLICITATION

Garage sales and tag sales are specifically prohibited except where endorsed and approved, in writing, by the Board as a community event.

Solicitation is not permitted.

EXTERIOR MODIFICATION & ARCHITECTURAL CONTROL

Board approval is required for any modification, alteration, change, addition, or improvement to a Unit that is visible to the exterior. Board approval is also required for any modification or alteration to the common element or limited common element. Example: permanent landscaping

Nothing shall be done in any Unit, nor in or onto the common elements or limited common element areas, that would impair the structural integrity or would structurally change any of the buildings.

The Unit Owner desiring approval for a modification will submit an Exterior Modification Application (Attachment B) with complete plans, including specifications showing the nature of the modification; kind, shape, height, materials, color, and location. The desired start and anticipated completion dates for the desired modification need to be submitted for review and recommendation to the Board and Management Company. If requested by the Board, comments about the proposed modification and alteration from other Unit Owners common to the same building will need to be collected by the Unit Owner desiring the modification. The Management Company will present the proposed modification to the Board along with their recommendation. The Board will then vote on the proposal.

Reasons the Board may NOT APPROVE a submitted plan for modification may include, but are not limited to, the proposed modification interferes with common element maintenance (such as lawn mowing, etc.), or the proposed modification is not aesthetically appropriate, in that its appearance, color, character or materials may conflict with the character of the community.

SATELLITE DISH POLICY

When a Unit Owner wishes to install, or have installed a Satellite Dish, the Unit Owner should file a Satellite Dish Installation Application (Attachment C) with the Management Company prior to installation. See Attachment H for the Satellite Dish Policy.

Approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all City Codes and Regulations, and codes and regulations of other agencies governing such an installation (i.e.; the FCC, the Building Department, the Utility Company, Manufacturer Guidelines, or other applicable governing agencies.). The Unit Owner is required to obtain any and all permits, such as a building permit, etc. required by law. Upon termination of the service the equipment must be removed.

SATELLITE DISH INSTALLATION GUIDELINES

Satellite dishes shall be as small as possible, but in no case larger than 39.4 inches (one meter) in diameter and must be submitted to the Management Company in writing for approval by the Board.

The Unit Owner may not splice into any existing wire or cable that leads into the Unit. No holes may be drilled in outside walls, roofs, balcony railings, shutters, siding, window sills, or glass. Cables from satellite dishes may not be installed through the Unit's siding, woodwork, doors, or windows. Wires from the satellite dish on the exterior must be lead into a Unit by a flat wire under a window or door.

The satellite dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer specifications. Efforts should be taken to disguise visible wiring on the exterior of a Unit. Wiring should not be visible from the exterior of the building.

All satellite dishes must be mounted on a pole, and under no circumstances can it be attached to a building, garage, fence, outside wall, outside windowsill, roof, common element area balconies, or common element area stairwells. The satellite dish or antenna system must be a stand-alone system.

Any variation in installation from that represented on the original approved application for satellite dish installation must be resubmitted in writing to the Management Company for approval by the Board.

SATELLITE DISH MAINTENANCE & DAMAGE ISSUES

Satellite dish maintenance and repair is the responsibility of the Unit Owner. The Board and Management Company, its employees, assigns, or affiliates, are not responsible for damages to satellite dish systems, equipment, or reception. Unit Owner assumes all liability for loss or damage related to the operation, use and maintenance of satellite systems.

The Unit Owner is responsible for any damages requiring additional Unit maintenance caused to the common element or limited common element area as a result of the satellite dish installation or removal processes.

If any existing landscape, public improvements, or utilities are damaged or destroyed during any phase of installation or removal, the Unit Owner shall, at their expense, replace and/or repair such damage.

PATIO EXTENSIONS & MODIFICATION

Unit Owners requesting to modify the limited common patio element need to submit an Exterior Modification Application (Attachment B), to the Management Company via your Owner Portal, for Board approval before any changes are made to the area.

STORM DOOR GUIDELINES

Before purchasing or installing a storm door, an Exterior Modification Application (Attachment B) must be submitted to the Management Company via your Owner Portal and approved by the Board. Check the Shared Documents section of your Owner Portal OR contact the Management Company for approved storm doors in your community.

FRONT DOOR GUIDELINES

If a Unit Owner wants to paint their front door, an Exterior Modification Application (Attachment B) needs to be filled out and submitted to the Management Company via your Owner Portal for Board approval. All expenses are the responsibility of the Unit Owner. Check the Shared Documents section of your Owner Portal OR contact the Management Company for specific door paint colors.

FRONT DOOR DECORATIONS

One front door decoration, such as a wreath or door hanging, is permitted year-round.

FRONT PORCH FURNITURE

Front porch furniture should be limited to wood, wicker, wrought iron, or similar appearing materials. Porch furniture should not be placed on common elements and are permitted only on limited common elements.

PERSONAL PROPERTY

All personal property, such as lawn chairs, bicycles, tables, chairs, etc. must be kept within the limited common patio element or the garage, unless through Board approval there has been an extension to the patio, which would then permit personal property to be placed on the approved patio extension.

Nothing may be hung, displayed, affixed or placed on the exterior walls, doors, fences, or roof, of a Unit including, without limitation, signs, awnings, canopies, shutters, television/CB/radio antennae, or any other device or ornament.

No laundry (swimsuits, towels, rugs, or other items) will be hung over any patio or porch fence. Laundry poles/clothes lines are prohibited on common and limited common elements.

HOT TUBS & PLAYGROUND EQUIPTMENT

Hot tubs and playground equipment, including swing sets, are not permitted on common elements or on decks, patios, or porches in the limited common elements.

FLOWERS

Owners are encouraged to plant flowers (annuals) in the mulched common elements immediately adjacent to their Unit. Planting around common trees that do not have a surrounding mulched element, etc. is prohibited without prior written Board approval. All annual planting must be done by June 1 and plantings must be removed by October 1 each year. Maintenance of the flowers is the responsibility of the Unit Owner. Any Unit Owner that still has

annual plants in their mulched areas after October 1 will be charged for Fall clean up based on the amount of maintenance required. Annuals which are not maintained and become unsightly will be removed and the Unit Owner will be billed for removal.

Prior written Board approval is needed to extend a mulched element, create a new mulch element, or create a garden element.

Garden elements are permitted in the confines of the limited common area for each Unit and are to be planted in an already established mulched bed or in pots. Gardens must be maintained and removed at the end of the growing season by the Unit Owner.

Standing flowerpots made of plain clay terracotta or giving the appearance of terracotta are permitted on porches, patios, and limited common elements and must be removed by November 1.

Imitation flowers and plants made of silk or plastic are not permitted to be displayed on common or limited common elements.

Flowerpots are prohibited on Unit walkways. Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass and mulch elements of the common element areas.

HANGING FLOWERPOTS

Hanging flowerpots are permitted in porch limited common elements. Caution: The drilling of holes into the wood and wood by-product elements presents a source for the possible entry of moisture etc. that could cause eventual damage by de-lamination. In addition, the Unit Owner is responsible for any damages incurred by the drilling of these holes.

At the end of the season, all hanging pots must be removed from view by November 1st.

A total of two is the permissible limit for hanging flower baskets in the porch element. Nothing is permitted to hang from the iron railing or gutters.

ADDITION OR REMOVAL OF BUSHES, TREES, ETC.

If you want to add trees, bushes, shrubs or any other permanent landscape material in the common or limited common elements, detailed plans must be submitted in an Exterior Modification Application (Attachment B) to the Management Company for Board approval in written.

PERSONAL HOSE REELS / HOSES

Personal hose reels and hoses must be stored in the garage or back patio area when not in use. No hoses or hose mounts are allowed to be stored in flowerbeds, attached to a fence or Unit, or on grass common element areas. Hoses must be detached from the exterior hose spigot/bib when not in use. Hoses must be stored inside for the Winter.

SHEPHERD HOOKS

Shepherd hooks are limited to two per Unit in the front limited common element. If the shepherd hook is not displaying flowers that are alive or is empty, it must be removed from the front limited common element mulch bed.

DECORATIVE ITEMS (Statues, Bird Feeders, Birdbaths, Etc.)

The following list is not all inclusive and is to be used as a guideline. Statues, statuettes, bird feeders, birdbaths, lawn ornaments, ornamental rocks, artificial flowers, decorative or seasonal flags, globes and decorative art are permitted only in rear limited common elements (patios). Lawn or yard ornaments of any kind are prohibited in front of common elements.

Unit Owners who wish to have bird feeders are responsible for keeping them clean and picking up debris which falls to the ground. Bird feeders are only permitted in the rear limited common element (patio) area.

Hanging flower baskets are limited to two per Unit in the front limited common area. No baskets, containers or any other items may be attached in any way to the metal rails on Unit porches.

FLAGS

Any permanent fixture attached to the structure other than a flag holder on the pillar is prohibited.

An American flag (not to exceed 3’ x 5’ in size) may be displayed in a flag holder. If you have questions on how this should be done to comply with regulations, contact the Management Company.

College or professional team flags may be flown on game day during the appropriate season. Decorative or seasonal flags are prohibited.

Caution: The drilling of holes into the wood and wood by-product elements presents a source for the possible entry of moisture or insects that could cause eventual damage. In addition, the Unit Owner is responsible for any damages incurred by the drilling of these holes.

WIND CHIMES

Wind chimes are permitted only in the limited common elements (patios) and are limited to one per Unit.

ELECTRIC INSECT KILLERS

Electric insect killers of any kind are prohibited in common elements and limited common elements.

SIGNS

One professionally prepared, unlit 'FOR SALE' or 'FOR RENT' sign (no larger than nine square feet in size) may be placed inside the window of a Unit.

A security system decal may be placed in the window and/or on a small sign designed for that purpose and placed in the garden bed element closest to the front door.

Open House directional signs are permitted on the day of the open house and must be removed the same day.

Real estate, political, team, or other signs are prohibited in the common elements and will be removed by the Management Company without advance approval by the Board.

EXTERIOR SURFACE OF BUILDING-WINDOW COVERINGS

Unit Owners shall not cause or permit anything (except where it is expressly permitted in this Handbook) to be hung or displayed on the inside or outside of windows or placed on the outside wall of any building. No signs, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part of any building without the prior written consent of the Board.

Appropriate interior drapes, curtains, valances, or louvered blinds of a kind that are manufactured or made specifically for that purpose are permitted. The side facing the exterior must be white.

It is the responsibility of the Unit Owner to maintain the blinds and window screens. Broken blinds and screens must be replaced in a timely manner, within 30 business days, at the Unit Owner's expense.

SUN CATCHERS & STAINED GLASS

Unit Owners may display no more than one sun catcher per Unit. The Board reserves the right to request the removal of any sun catcher or stained-glass piece that is deemed inappropriate or unreasonable in size.

LANDSCAPE OR SOLAR LIGHTS AND TORCH LIGHTS

Landscape or solar lights are prohibited in the front common and limited common elements. Torch or “tiki” lights are prohibited.

PATIOS AND DECKS

All patios and decks must be kept neat, and shall be free of garbage, animal excrement, and excessive weed growth. Patios and decks shall not be used as storage areas.

GRILLING ON PATIOS AND PORCHES

The information contained in this section is only accurate up to the date of the latest revision of this handbook and may not reflect the most current legal developments. It is the responsibility of the homeowner to act in accordance with the Ohio Fire Code regulations.

Use and storage of open-flame devices or grills is prohibited in the front common elements. Open-flame devices include hibachi grills, gas-fired grills, charcoal grills, fire pits or other similar devices used for cooking, heating, or any other purpose. The following general guidelines should be taken into consideration when using open-flame devices:

Grilling and Recreational Fire Guidelines

- Keep open-flame devices 10 feet away from flammable materials and equipment.
- Keep a portable fire extinguisher near the open-flame area and do not leave an open-flame unattended.
- Clean grease and fat build-up in catch pans. A hot grill can ignite unclean grease pans.
- Immediately following use, close the cover or lid to the open-flame device.

Impact

- The Fire Marshall can issue citations and fines to residents who are not in compliance with fire codes.
- Open-flame devices located too close to a building while in use have the potential of getting out of control and damaging property or spreading to living areas.

Alternative solution

- Electric grilling devices are recommended for use on property.

In order to avoid possible property damage or a Fire Marshall citation and fine, open-flame devices should be removed from balconies or decks. Use of open-flame devices should not be within/on patios, garages, decks, or balconies.

Note: Any damage incurred to the Unit, due to open-flame device operation or location, is at the Unit Owner’s expense.

WINTER CONSIDERATIONS

The use of salt on concrete porches, walks, and patios is prohibited. Calcium chloride or other non-destructive de-icing agents should be used. Use of prohibited materials will void any concrete warranty. Sand may be used to add traction to these surfaces in the winter.

Unit Owners are responsible for the repair or replacement of damaged concrete caused by prohibited materials. With notification of damaged concrete by the Management Company and/or the Board, the Unit Owner will be accessed the cost of repairs.

HOLIDAY AND SEASONAL DECORATIONS

A reasonable display of lights and decorations are permitted in or on the limited common element of each Unit during a holiday season.

Inflatable decorations are prohibited. Nothing shall be attached to any common element. Damage created by the installation of decorations is the responsibility of the Unit Owner.

Placement of decorations and/or lights is prohibited on the common lawn element or trees without written Board approval. The Board will make adequate time provisions for evaluating decoration display requests submitted for approval.

Holiday and seasonal decorations may be displayed 30 days prior to said holiday/season and must be removed within 15 days after said holiday/season.

GARAGE DOORS

Garage doors are part of a Unit and the responsibility of the Unit Owner. Because of the short nature of some driveways, it is imperative that Unit Owners exercise extreme care not to damage their garage doors when parking on the driveway. Damaged garage doors can significantly affect the appearance of the community.

Unit Owners are responsible for the timely repair of damaged garage doors. With notification of a damaged garage door by the Management Company or the Board, the Unit Owner has 30 days to contact the Management Company to address the scheduled date of the repair. After the 30-day period, if no contact has been made to the Management Company, the Unit Owner will be assessed an enforcement assessment on a monthly basis until the repair is completed.

When the garage or driveway is unattended or not in use, garage doors should be closed. This will maintain an orderly and harmonious appearance in the community and may provide safety and security for the Unit Owner and the Units contents.

PARKING & VEHICLES

There are no assigned parking spaces within the community. The speed limit within the community is **15 M.P.H.** Excessive speed and reckless operation is prohibited. Use caution when driving and parking near the round-about on Bow Falls Blvd. To avoid collision with another vehicle, please do not exceed the recommended speed of 5 mph when driving through the intersection. Violation of parking and vehicle operating rules can result in towing, without notice, at the vehicle owner's expense.

No vehicles shall be parked in a manner that blocks a street or driveway. Parking along a street is strictly prohibited unless vehicles are parked in marked parking spaces. It is the Unit Owners' responsibility to not block emergency vehicle access in the community. Parking and/or driving on a lawn element is prohibited.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than l ¾ ton pick-up), campers, travel trailers, or similar type vehicles may be parked in the driveway for a period no longer than 24 hours without advance approval by the Board. Said vehicles must not block normal access, ingress, or egress, of other residents. Recreational vehicles are not permitted to be used on the streets within the community.

UNITS WITH GARAGES

All parking by Unit Owners or guests of Unit Owners shall be inside the garage, when applicable. If there is no available space within the garage, parking should be in a marked space on the street. The following Unit types are permitted to park on the driveway in front of the garage: Cromwell, Stansbury, Turnbery, and Wellington. Reserve and Austin type Units are not permitted to park on the driveway in front of the garage door.

No parked vehicles shall block the ingress/egress to another Unit Owner's garage. Regular parking by Unit Owners on the side drives or in the street is prohibited.

VEHICULAR REPAIRS & INOPERABLE VEHICLES

Major vehicular repairs are prohibited on common or limited common property. Inoperable vehicles (flat tires, dead battery, expired tags, or other conditions making vehicles inoperable) shall not be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump, or other service). Vehicles that appear to be abandoned, in the common or limited common elements, for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense.

Unit Owners and their guests will make every effort to protect the common element and limited common element areas such as, using wood to distribute jack pressure or repairing oil or gas leaks to prevent pavement deterioration. Unit Owners will be responsible and assessed for any damages to the common or limited common elements due to unresolved vehicular repairs or damages created by vehicular repairs.

COMMERCIAL VEHICLES

Commercial moving vans and trucks, or other commercial vehicles in the area to perform service or repair work for a Unit Owner or commercial vehicles performing services or repairs requested by the developer are authorized for the length of time necessary to accomplish the service or repair work.

WASHING VEHICLES

Washing of vehicles by Unit Owners is permitted. Water conservation is encouraged, please be aware of water consumption

PETS

Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. Pet waste bags are not permitted to be left on the common or limited common elements. The Condominium common elements are for the enjoyment of ALL Unit Owners. These elements cannot be fully utilized and enjoyed if animal waste is left on the grounds.

Owners failing to clean up after their pet will receive an enforcement assessment for the cost of grounds maintenance personnel to clean up after the pet. This includes leaving pet waste bags on the stoop, steps, or the mulch bed. Pet owners consistently failing to clean up after their animal will be charged with enforcement fines, from the Condominium property, upon written notice from the Management Company on behalf of the Board.

The cost of repairing any damage done to common elements, by an animal, will be assessed to the Unit Owner responsible for the animal. This shall include damage to the common lawn element, and limited common element, caused by urination in the same location.

All pets must be on a leash when in the common or limited common element and are not permitted in these areas unattended. “Electronic leashes” or zap collars, and pets with this type of collar are not considered to be on a leash. Pets are not allowed to run uncontrolled and off a leash per the Ohio Revised Code Section 955.22C.

Animals other than those classified as household domestic pets are prohibited. The number and size of the household domestic pets are subject to limitations established by the Board. Pets will not be bred or maintained for commercial purposes.

It is explicitly prohibited to feed feral/stray animals in the community, unless the homeowner has the intention of taking these animals into their home for permanent residence. Stray animals can harbor diseases that can be passed to other pets in the community. Please report anyone feeding strays to The Franklin County Department of Animal Control and the Management Company. There will be a fine of $50 per occurrence assessed to Unit Owners who feed feral/stray animals.

Animal houses or pens are not permitted on patios, porches, limited common or common elements. Pets shall not be tethered outside on the lawn, patio, porch, and limited common or common elements.

The Master Association prohibits pets in the Clubhouse or pool area.

Pet owners may be assessed for violation of these policies as follows: 1st violation is a friendly letter, 2nd violation- $50 enforcement assessment, 3rd violation- $100 enforcement assessment, 4th violation is $200 enforcement assessment. In addition, if the owner dies not cure the violation after the fourth violation notice, the Association may take further actions, as may be permitted under(i) the Declaration (ii)applicable city, state, or federal law.

LEASING YOUR CONDOMINIUM

Leasing your Unit is subject to Rental Policy (Attachment K) adopted by the Board. Currently, every lease and renewal lease covering a condominium Unit shall be in writing and duly executed by the parties thereto; and shall not be for a period of less than one year. The Declaration states that no more than 20% of the total Units can be leased and/or rented at one time.

All Unit Owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the Declaration and standing Rules and Regulations. The Unit Owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.

A copy of the tenant's lease is to be recorded with the Management Company, along with a signed acknowledgement of the rules and regulations (Attachment K) by the lessee.

All Unit Owners are responsible to administer their properties, make sure their tenants have knowledge of, and abide by, Association Bylaws, the Declaration, and the Handbook for the Community.

All Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the Board on a timely basis, so action can be taken, if needed, by the Board or the Management Company.

All Unit Owners shall be held accountable to fulfill their association responsibilities.

Tenants are to refer all requests or needs to their respective Unit Owner or agents of the Unit Owner. Except in the case of emergency, all tenant inquiries are to be directed to the Unit Owner or Owner's agent.

SELLING YOUR CONDOMINIUM

If you sell your Unit, it is important to notify the Management Company as to whom the new Unit Owner of record is, and the closing date. It is the current Unit Owner's responsibility to make certain that all condominium dues, assessments, fees and other charges are current. It is the Unit Owner of record responsibility to make sure the condition of the inside and outside of their Unit complies with the Declaration and the Handbook before selling.

Please make certain that on moving day, moving trucks, etc. do not interfere with the normal flow of traffic, and permit other trucks, refuse collection vehicles and other vehicles to pass. Try to arrange your moving date so it does not conflict with scheduled events such as refuse collection.

Attachment A:
FORMAL COMPLAINT FORM

PROPERTY NAME: _____

VIOLATOR (S), IF KNOWN:

_____
_____
_____

ADDRESS, UNIT NUMBER, IF KNOWN:

_____
_____
_____

CAR, VEHICLE, LICENSE PLATE NUMBER, IF APPLICABLE:

_____
_____
_____

PET OR ANIMAL DESCRIPTION, IF APPLICABLE:

_____
_____
_____

VIOLATION: Describe nature, location, date, time, etc.

_____
_____
_____
_____
_____
_____
_____

Signature: _____ **DATE:** _____ **Unit Number:** _____

Print name: _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
mysupport@linkapm.com
OR
Falls at Hayden Run Condo Assoc
C/O: Link Real Estate Group
2500 Farmers Dr., Suite 250
Columbus, OH 43235

Attachment B:
EXTERIOR MODIFICATION APPLICATION

PROPERTY NAME: _____

Name: _____ **Date Submitted:** _____

Address: _____**Telephone:** _____

Description of modification: _____
_____
_____

Draw or attach a plot plan showing the exact location with respect to the condominium unit.

Materials and colors: _____

Landscaping materials: _____

Modification to begin on: _____**To be completed by:** _____

The owner(s) or their designees (contractor) must comply with the following:

1) The specifications as approved by the Board of Directors.
2) The city you reside in permits, building regulations, ordinances, etc. including a final inspection.
3) Contractor's one year warranty on materials and labor if applicable.
4) Repair of any damage to the Common Element or other condominium units.

Board Approved □ **Disapproved** □

Signature: _____ **Date:** _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:

mysupport@linkapm.com

OR

Falls at Hayden Run Condo Assoc
C/O: Link Real Estate Group
2500 Farmers Dr., Suite 250
Columbus, OH 43235

Attachment C:
SATELLITE DISH INSTALLATION APPLICATION

PROPERTY NAME: _____

DATE SUBMITTED: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SATELLITE DISH REQUEST TO BE INSTALLED AT UNIT NUMBER: _____

PROPOSED LOCATION OF SATELLITE DISH INSTALLATION: _____

INSTALLATION TO BEGIN ON: _____ END **ON:** _____

Draw or attach a plot plan showing the exact location with respect to the condominium unit.

The owner(s) or their designees (contractor) must comply with the following:

1. The installation guidelines and responsibilities as outlined starting on page 10 of this handbook.
2. The City of Dublin and other governing agencies permits, building regulations, ordinances, etc., including any final inspection requirement.

Management company recommends / does not recommend this installation for approval.

Board Approved ☐ **Disapproved** ☐

Signature: _____ **Date:** _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:

mysupport@linkapm.com

OR

Falls at Hayden Run Condo Assoc
C/O: Link Real Estate Group
2500 Farmers Dr., Suite 250
Columbus, OH 43235

Attachment D:
REQUEST FOR A HEARING

PROPERTY NAME: _____

Name (Printed): _____ **Date Submitted:** _____

Address: _____

E-mail Address: _____ **Telephone Number:** _____

You have the right to contest The Board of Director's (The Board) imposing enforcement assessment. To contest the assessment, the homeowner must request a hearing, in writing, to The Board within ten (10) days of receiving notice of The Board's intent to fine you.

If you fail to request a hearing within ten (10) days of your receiving this notice, you waive the right to a hearing.

If you request a hearing, Link Real Estate Group will notify you of the date, time and location of the hearing at least seven (7) days before the scheduled date of the hearing. **If you want to request a hearing with The Board, then this completed form must be received within ten (10) days by The Board. The form must be sent to The Association's management company.**

PLEASE MAKE COPY OF THIS FORM FOR USE
SUBMIT FORM TO:
mysupport@linkapm.com
OR
Falls at Hayden Run Condo Assoc
C/O: Link Real Estate Group
2500 Farmers Dr., Suite 250
Columbus, OH 43235

I, _____, request to be scheduled for a hearing in front of The Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because _____
_____
_____
_____
_____
_____

Unit Owner(s) Signature: _____ **Date:** _____

Attachment E:
REQUEST FOR A DISPUTE HEARING

PROPERTY NAME: _____

Name (Printed): _____ **Date Submitted:** _____

Address: _____

E-mail Address: _____ **Telephone Number:** _____

You have the right to request a hearing with The Board of Director's (The Board) to resolve a dispute between Unit Owners according to the Declaration and Bylaws for The Falls at Hayden Run: Article III, Section 2, Item (q).

Dispute against (list address(s)): _____

Nature of dispute: _____ Explanation for hearing: _____

_____

_____

_____

This completed form must be sent to the Association's Management Company, Link Real Estate Group, to request a hearing with the Board.

PLEASE MAKE COPY OF THIS FORM FOR USE

SUBMIT FORM TO:

mysupport@linkapm.com

OR

Falls at Hayden Run Condo Assoc
C/O: Link Real Estate Group
2500 Farmers Dr., Suite 250
Columbus, OH 43235

Upon receipt of this written request, The Board will have sixty (60) days to determine a date, time and location of the hearing, and give written notice to each party thereof in no less than five (5) days before the scheduled date of the hearing. Management will mail written notice to both parties of the date, time and location of the hearing.

Each party in the dispute will be given five (5) minutes of uninterrupted talk time. In the event that the Unit Owner requesting the hearing is engaged in a dispute with multiple Unit Owners, the multiple Unit Owners will be treated as a single entity and must designate a speaker on behalf of the group. If the dispute is against a Board member or Board member's domestic partner, the Board member will not be permitted to be involved in the decision making or ruling process of the hearing. After each party has spoke, The Board may request additional information from the parties involved. The parties will then be dismissed while The Board deliberates and goes into executive session. The Board will render a written decision to each party within thirty (30) days.

I, (print) _____, request a hearing in front of The Board, at a date, time, and location of their choosing, of which I will be notified at least five (5) days in advance.

Unit Owner(s) Signature: _____ **Date:** _____

Attachment F:

THE FALLS AT HAYDEN RUN CONDOMINIUM ASSOCIATION

COLLECTION POLICY

The following collection policy is hereby adopted by the Board of Directors ("Board") for The Falls at Hayden Run Condominium Association ("Association") on this 5th day of February, 2020.

1. Monthly assessments are due on the first (1st) of each month. Monthly assessments are considered late if not received within ten (10) days of the due date.

2. An administrative late fee of **$25.00** per month shall be assessed for any late payment or any unpaid assessment due the Association. The Board reserves the right to increase the late fee from time to time. An NSF fee of **$30.00** (or the amount the bank charges the Association if not $30.00) shall be charged to the Unit owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account. The management company reserves the right to charge an administrative fee for processing and handling any delinquent account.

3. The Association's attorney shall send a demand letter to any owner who is more than **60** days in arrears, with the costs of the letter to be added to the owner's account.

4. The Association's attorney shall prepare and file a lien against any owner who is more than **90** days in arrears. The Association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.

5. All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balance owed to the Association.

6. The Association's attorney shall prepare and file foreclosure, with the Board's authorization, against any owner that is delinquent in the payment of any assessments and related charges by more **$1,200.00**, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

7. The Association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization, in any foreclosure initiated by the owner's lender or another lien holder. The Association's Cross-Claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

8. At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

9. This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

10. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, paralegal fees, and administrative fees incurred by the Association; and (4) to

Attachment F
Continued

the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.

11. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

12. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.

13. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

14. The Board will suspend the voting rights of any Unit Owner more than **60** days delinquent in the payment of assessments until such time as the account is paid in full.

The President of The Falls at Hayden Run Condominium Association hereby acknowledges this collection policy was adopted by a majority of the Board at a duly called and noticed meeting of the Board.

STEVE LARAMORE
Print Name, President

Signature, President

2-5-2020
Date

Attachment G:

Satellite Dish Policy The Falls at Hayden Run Condominium Association

1. **Unit Owner Liability**: The unit owner assumes total responsibility for any personal injury or physical damage to property caused as a result of the installation or maintenance of the unit owner's satellite dish or antenna. The unit owner is required to obtain liability insurance adequate to fully cover claims that may be made by the Association or third parties as a result of damage or injury caused by the satellite dish or antenna (or the installation thereof). The insurance must list the Association and the then applicable property management company of the Association as additional insured, and the unit owner shall provide proof of such insurance upon the request of the Association.

2. **Size, Color and Number**:
   - Satellite dishes must be one (1) meter or less in diameter or a traditional stick-type antenna.
   - Satellite dishes must be gray or white in color
   - No more than one (1) satellite dish is permitted per condominium unit, unless otherwise approved by the Association.

3. **Placement Preferences**: The Association requires that the unit owner place the satellite dish on the rear patio or on the rear balcony of the unit. If the satellite dish cannot be placed on the rear patio or on the rear balcony of the unit, the unit owner may install the satellite dish in the rear mulched or grassed limited common area immediately adjacent to the unit, if such limited common area exists. If placement or installation of the satellite dish in the above referenced location prevents reception of an acceptable quality signal or imposes an unreasonable expense or delay in installation, as determined solely by the Association, the unit owner may submit an "exterior modification application" to the Association. The Association may then grant the unit owner permission to place the satellite dish in an alternative area and in an alternative fashion.

4. Permitted Installation Methods:
   - The unit owner may place the satellite dish or antenna system on a tripod or other device that is not attached to any building, patio, deck, foundation or other structure in a permanent fashion
   - The unit owner may install the satellite dish in the rear grassed or mulched limited common area immediately adjacent to their, if such limited common area exists.
   - Unit owner is required to use a flat satellite cable that can be run under the windowsill or door of the unit. The purpose for this is to prevent damage to condominium property.

5. **Restricted Installation Methods**: The following satellite installation methods are strictly prohibited, unless otherwise approved by the Association
   - The satellite dish or antenna system must be a stand-alone system. The unit owner may not splice into any existing wires or cables
   - No satellite dish or antenna system may be mounted or physically attached to a condominium unit, garage building, or any other condominium building in any way. The satellite dish or antenna may not be installed on an outside wall, outside windowsill, roof, common area, fence, or any other mulched or grassed common area.
   - No holes may be drilled in outside walls, roofs, balcony railings, fencing shutters, siding or glass while installing a satellite dish.
   - The satellite dish or antenna may not extend beyond the balcony railings, patio line, porch line or fence line. Devices that extend the dish or antenna beyond the limited common area line may not be used
   - Under no circumstances shall the wiring of the satellite be visible from the exterior of a building.

6. **Charges and Other Consequences of Violating This Policy**: The Board shall follow the procedure set forth in the Declaration before charging a unit owner an enforcement assessment. The amount of the enforcement assessment for violating the Satellite Dish

Attachment G
Continued

Policy shall be $50 charge, the Association may take further actions as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association. Furthermore, the Association shall have the right to remove or relocate any violating satellite dish if the violation has not been cured by the unit owner after being assessed the $50 charge. Such removal or relocation shall be at the expense of the unit owner.

7. **Appeals Process**: A unit owner may request a hearing by following the procedure set forth in the Declaration

8. **Notifications to Owners**: The Association shall notify all unit owners of the Policy after its adoption.

9. **Ongoing Evaluation**: Nothing in the Policy shall require the Association to take specific actions other than to notify unit owners of the adoption of this Policy. The Association retains the right to continue to evaluate each placement of a satellite dish on a case by case basis.

Attachment H:

Parking Policy
The Falls at Hayden Run Condominium Association

1. **No Parking Zones.** The following areas are designated as No Parking zones:
    a. In front of or within 6 feet of a fire hydrant
    b. In a round-a-bout or in an intersection
    c. Within 10 feet of an intersection
    d. On a boulevard between an alley and an intersection
    e. In front of sidewalk openings
    f. In an alley
    g. Any area marked as a No Parking zone
    h. Any area not designated as a parking area

2. **Designated Parking Areas.** Parking is allowed in designated parking areas only. Designated parking areas are any of the public parking spaces installed by the developer and are indicated by white lines perpendicular to the curb.

3. **Storage.** (i) No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is in a condition that is deemed a nuisance. (ii) No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is covered, in whole or in part, by a canvas, plastic, or other protective covering. (iii) Nor shall any parts of vehicles (i.e. tires, truck cabs, etc.) be stored anywhere on the outside perimeter of a Unit or in the limited common element.

4. **Non-Operable Vehicles.** No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Property in a non-operable condition for more than 48 hours.

5. **Vehicle Repairs.** (i) No repairs shall be performed on any vehicle on any roadway, parking area or other paved area of the Condominium Property, except for repairs requiring only a brief amount of time, not to exceed 24 hours. (ii) These repairs should not result in noise or other nuisance that would unreasonably disturb another person and shall not prevent the passage of another vehicle or cause damage to the paved area.

6. **Abandoned Vehicles.** All vehicles parked on the street must be operable and have current tags. Any vehicle that has not moved in 7 days or has expired tags may be towed.

Attachment H
Continued

7. **Commercial and Recreational Vehicles.** No commercial vehicle, boat, trailer, camper or recreational vehicle, shall be parked on any roadway, parking area or unpaved area of the Condominium Property. Nothing contained in this Section shall be construed to prohibit the infrequent parking for periods of time that are reasonable under the circumstances of:

    a. A trailer, camper or other vehicle for the purpose of loading or unloading the same (36 hour limit within a seven day period of time) and must be parked in a designated parking area.

8. **Charges and Other Consequences of Violation of this Policy.** The enforcement assessment process for violating this Parking Policy shall be as follows: 1st violation – Notice to Cure, 2nd violation - $50 enforcement assessment, 3rd violation - $100 enforcement assessment. If the matter is not resolved after the 3rd letter, the Association will continue to assess a $200 enforcement assessment every 14 days for each subsequent violation until the violation is corrected. In addition, if the Unit Owner does not cure the violation after the third violation notice, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association.

9. **Towing.** Any vehicle in violation of this Parking Policy will receive one warning, after which a standing order to tow may be issued for subsequent offenses. The Board hereby authorizes the property manager to exercise his or her sole discretion whether to tow a vehicle in violation of this Parking Policy or issue an enforcement assessment.

10. **Appeals Process.** A Unit Owner may request a hearing by following the procedure set forth in the Declaration.

11. **Notification to Owners.** The Association shall notify all Unit Owners of this policy after adoption.

12. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify Unit Owners of the adoption of this Policy. The Association retains the right to continue to evaluate each offense on a case-by-case basis.

Attachment I

Pet Policy
The Falls at Hayden Run Condominium Association

1. **Removal of Pet Waste.** Owners and their guests are required to immediately pick up and remove pet waste from the common and limited common elements.

2. **Disposal of Pet Waste.** After removing pet waste, Unit Owners are required to properly dispose of pet waste in an approved container for regular removal by maintenance staff. Unit Owners are not permitted to store pet waste on or about the limited common elements including: mulched areas, front stoop, steps, porch, patio area or outside a garage.

3. **Leash Requirement.** Owners must maintain control of their pets at all times and use of a leash is mandatory while pets are outside. Owners using Flexi® or retractable leashes should keep the length of extended leash to a minimum.

4. **Unattended Pets.** No pets are permitted to be left unattended, penned, tethered or tied outside in the limited common element. Cats must be kept indoors.

5. **Kennel Restriction.** Animal houses, kennels or pens are not permitted on patios, decks and porches, limited common or common elements.

6. **Animal Bites.** The Board must be notified within 72 hours of an event where any dog or cat owned by a resident causes injury to another resident or pet. Additionally, Unit Owners are encouraged to report an animal bite to the Franklin County Board of Health and the Franklin County Department of Animal Control.

7. **State and Local Laws.** Owners of pets whose breed falls within those addressed by statute or local ordinances must be compliant in all requirements of the laws governing ownership of these pets. This includes maintaining any insurance coverage deemed necessary by those laws.

8. **Prohibited Animals.** Animals other than those classified as household domestic pets are prohibited. Pets are not to be bred or maintained for commercial purposes by residents.

9. **Charges and Other Consequences of Violation of this Policy.** Not removing and properly disposing of pet waste constitutes an egregious infringement on the rights of all Unit Owners at FHR. Receipt of this policy serves as Notice to Cure to any residents who are not in compliance with the Pet Policy. 1st violation – Notice to Cure, 2nd violation - $50 enforcement assessment, 3rd violation - $100 enforcement assessment. If the matter is not resolved after the 3rd letter, the Association will continue to assess a $200 enforcement assessment every 14 days for each subsequent violation until the violation is corrected. In addition, if the Unit Owner does not cure the violation after the third violation notice, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association.

Attachment I
Continued

10. **Appeals Process.** A Unit Owner may request a hearing by following the procedure set forth in the Declaration.

11. **Notification to Owners.** The Association shall notify all Unit Owners of this policy after adoption.

12. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify Unit Owners of the adoption of this Policy. The Association retains the right to continue to evaluate each offense on a case-by-case basis.

Attachment J

Trash Policy
The Falls at Hayden Run Condominium Association

1. **Compactor Use.** (i) Residents must place their trash in the compactor and close the door to ensure that the compactor will operate. (ii) Do not throw trash on top of the compactor. (iii) Under no circumstances is a resident permitted to leave trash on the ground near the compactor. If the compactor is full or has stopped working, residents must not leave additional trash in the area and must store it in their Unit or garage until such time the compactor can accommodate their trash or await door-to-door trash pickup.

2. **Prohibited Items in Compactor.** Do not place items in the compactor that are not compressible. Examples of items not to place in the compactor include: large or heavy-duty cardboard boxes, certain packaging materials, furniture, lumber, carpet and linoleum, building materials, lawn furniture, anything made of cast iron, etc. These items should be placed in the bulk pad area next to the compactor for pickup.

3. **Bulk Pad Use.** (i) Do not place bagged trash in the bulk pad area. Use the compactor to dispose of bagged trash. (ii) Under no circumstances is a resident to cause the bulk pad area to overflow beyond the boundaries of the fence in any direction. (iii) Under no circumstances is a resident permitted to leave trash or bulk items on the ground outside the bulk pad area. If the bulk pad area is overflowing, residents must not leave additional item(s) in the area and must store the item(s) in their Unit or garage until such time the bulk pad can accommodate their item(s).

4. **Storage of Garbage Cans.** Residents must remove emptied garbage cans from the limited common element and return them to their garage or limited element for storage. Trash containers must be put away as soon as possible after collection and no later than 9 p.m.

5. **Abandoned Items.** Residents are not permitted to leave unwanted items in the limited common or common element. Residents are required to take unwanted items to the bulk pad area for pickup.

6. **Charges and Other Consequences of Violation of this Policy.** The enforcement assessment process for violating this Trash Policy shall be as follows: $75 enforcement assessment per occurrence.

7. **Appeals Process.** A Unit Owner may request a hearing by following the procedure set forth in the Declaration.

8. **Notification to Owners.** The Association shall notify all Unit Owners of this policy after adoption.

Commented [LM1]: Do we want to change this re read $75 assessment - 1st time?

9. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify Unit Owners of the adoption of this Policy. The Association retains the right to continue to evaluate each offense on a case-by-case basis.

Attachment K

UNIT RENTAL POLICY FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

Pursuant to the Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium (hereinafter "Declaration"), the Board of Directors of The Falls at Hayden Run Condominium Association (hereinafter "Board") has adopted the following Unit Rental Policy (hereinafter "Policy") regarding the renting and leasing of units within The Falls of Hayden Run Condominium (hereinafter "Condominium"). This Policy is intended to bolster the restrictions set forth in Article III, Section 2(g) of the Declaration. The Board has determined that this policy will further the purpose of maintaining the Condominium as primarily a housing community for owner-occupants. This Policy has been adopted at a meeting of the Board on September 13, 2010, at which a quorum was present and which has passed by a majority of the Directors present. This rule shall be effective on January 17, 2011.

1. Renting and Leasing
Notwithstanding any provision in the Declaration and except as otherwise provided in this Policy, at any given point in time no more than twenty percent (20%) of the Units within the Condominium shall be subject to any leasehold interest. This Policy shall not affect the existing term of any lease agreement that is in effect prior to the effective date of this Policy. However, all such existing leases shall count toward the twenty percent (20%) limit. If any Unit that is subject to a lease agreement as of the effective date of this Policy ceases to be occupied by a tenant of other persons not the Unit Owner for any period in excess of thirty (30) days, that Unit shall immediately lose its status as a rental Unit and shall immediately become subject to this policy.

2. All Leases Subject to Board Approval
No unit shall be subject to a leasehold interest unless such leasehold interest has first been approved by the Board. The Board, fairly and without discrimination, and in its sole authority, shall determine whether the proposed leasehold interest meets the requirements for renting a Unit under this Policy. For any lease agreement that is rejected by the Board, the rejected Unit Owner shall be entitled to a hearing, as set forth in the Declaration.

3. Requirements of Lease Agreement
Any Unit that becomes subject to a leasehold interest on or after the effective date of this Policy must be evidenced by a written lease agreement. The written lease agreement shall be in a form as approved by the Board. Such agreement shall be in writing, shall provide for a lease term of twelve (12) months, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Rules and Regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the condominium documents and lawful Rules and Regulations shall be a default under the lease.

Attachment K
Continued

Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the tenant of any covenant, condition or restriction contained in the Declaration, or the Bylaws of the Association, or the Rules and Regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The cost of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

4. Lease Approval Procedure

All requests by a Unit Owner to lease their Unit, including lease renewals, under this Policy must be made in writing to the Board, and must include a copy of the proposed lease agreement. The Board shall review the request and will inform the requesting Unit Owner of its decision whether or not to approve the lease, in writing, within 30 days of the date of submission of the request. No leasehold interest shall be valid prior to being approved, in writing, by the Board. Once the Board has informed the Unit Owner in writing that their request has been granted, the Unit Owner shall provide the Board with a copy of the final executed lease agreement at least seven (7) days prior to the commencement of the lease term. In addition, the Unit Owner shall provide the board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting the tenant(s). Failure to so provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars ($100.00) for each month which the Unit Owner fails to provide such information to the Board. The Board shall administer a leasing list. This list shall identify, by address, each Unit within the Condominium which is subject to a lease. The list shall also show the full name and contact information of the individual(s) residing in such Units. For any lease agreement that is in effect prior to the effective date of this Policy, the Unit Owner must provide the Board with a copy of the written lease (if any), and shall provide the Board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting tenant(s). Failure to provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars ($100.00) for each month which the Unit Owner fails to provide such information to the Board.

5. Lease Renewals

At the end of any lease term, leases may be renewed in writing for successive periods to twelve (12) months without Board approval, provided that written notice is provided to the Board of such renewal within thirty (30) days after the renewal term has commenced.

Attachment K
Continued

6. Exception to Twenty Percent (20%) Limitation
The foregoing limitation on the percentage of Units which may be subject to a lease agreement at any given time shall not apply to any Unit where the Board, upon application from the Unit Owner detailing all of the relevant facts, determines that a "hardship" exists which warrants allowing such Unit Owner to rent such Unit for a period not to exceed one (1) year. Without limiting the generality of the foregoing, the Board may find such a hardship where, for instance, a Unit Owner is transferred and is currently unable to sell a Unit or wants to avoid selling the Unit at a disadvantageous time. In making its decision, the Board may nevertheless turn down a "hardship" situation. The board's actions pursuant to this paragraph shall be discharged in a consistent manner which is not discriminatory to any party in any manner. To insure which nondiscriminatory exercise of discretion on the part of the Board, the Board shall maintain and retain records of all Unit Owner applications for hardship permission to lease Units, and detailed records of the Board's deliberations and determinations, and all such records shall be available for inspection upon the request of any Unit Owner. For any "hardship" application that is turned down by the Board, the rejected Unit Owner shall be entitled to a hearing, as set forth in the Declaration.

7. Certain Parties Not Limited by Rental Policy
Nothing in this Policy, shall be construed to limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Declarant or such successor. Units that are subject to a lease under the above circumstances will not be counted towards the twenty percent (20%) limit.

8. Occupancy of Sexual Offenders Prohibited
No Unit, or any portion thereof, nor any portion of the common elements, may be occupied for any purpose or for any period of time by any person who is adjudicated, classified, labeled or otherwise designated a "sexual predator" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, as amended from time to time or a "habitual sex offender" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, and/or required by applicable laws (within the state of Ohio or any other state) to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction; provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, created a duty on behalf of any Unit Owner to inquire about, or take any affirmative action to determine, the status of any tenant, guest, invitee or contractor as

Attachment K
Continued

"sexual predator), "habitual sex offender", or any other designated individual who must register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statue from another jurisdiction. Any occupancy of any portion of a Unit or the common elements by any person whose occupancy is prohibited by the terms of this paragraph shall constitute a noxious and/or offensive activity under the Condominium's restrictions. Any violation of this paragraph shall subject the Unit Owner and/or any occupants of the Unit to any and all remedies provided for by law as well as the Declaration.

Attachment L
Exterior Camera Policy
The Falls at Hayden Run Condominium Association

Unit Owner Liability: The unit owner assumes total responsibility for any personal injury or physical damage to property caused as a result of the installation or maintenance of the unit owner's security camera. The unit owner is required to obtain liability insurance adequate to fully cover claims that may be made by the Association or third parties as a result of damage or injury caused by the camera (or the installation thereof). The insurance must list the Association and the then applicable property management company of the Association as additional insured, and the unit owner shall property Management Company of the Association as the additional insured and the unit owner shall provide proof of such insurance upon the request of the Association.

Size, Color and Number:

- Camera must be no larger than 6 in x 6 in x 6in.
- Cameras must be white or black in color.
- No more than one (1) camera is permitted per condominium unit, unless otherwise approved by the Association in advance.

Placement Preferences: The Association requires that the unit owner place the camera above the front door of the unit, attached to the header or ledger board. The camera may not be mounted to the vinyl siding of any unit. If placement or installation of the camera in the above referenced location prevents reception of an acceptable quality signal or imposes an unreasonable expense or delay in installation, as determined solely by the Association, the unit owner may submit an "exterior modification application" to the Association. The Association may then grant the unit owner permission to place the camera in an alternative area and in an alternative fashion. All requests for a camera are subject to Board approval, and must have an external camera application submitted for review and approval prior to installation of said camera.

Permitted Installation Methods:

- The Owner may only drill small mounting holes, per the manufacturers recommended installation instructions. Cameras may not have more than four (4) mounting holes
- Cameras may only be installed above the front door, into the header or ledger board.
- Please follow all manufacturer recommended installation options and instructions when mounting the camera in the approved methods. Any alternate or unapproved mountings of pre-approved cameras are subject to the Violation Process.

Restricted Installation Methods: The following camera installation methods are strictly prohibited, unless otherwise approved by the Association.

- The camera must be a 100% wireless system. This includes power cords.
- The only holes permitted for drilling must be for the mounting of the camera. No more than four (4) mounting holes may be drilled for the camera.
- The camera must be placed above the front door. Any alternate locations for mounting must have prior Board approval.
- Cameras may not be mounted to the fence, garage, deck, roof or siding.

Attachment L
Continued

Charges and Other Consequences of Violating This Policy: The Board shall follow the procedure set forth in the Declaration before charging a unit owner an enforcement assessment. The amount of the enforcement assessment for violating this Exterior Camera Policy shall be $50. In addition, if the unit owner does not cure the violation after being assessed the $50 charge, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, set or federal law and (iii) the rules or regulations of the Association. Furthermore, the Association shall have the right to remove or relocate any violating camera if the violation has not been cured by the unit owner after being assessed the $50 charge. Such removal or relocation shall be at the expense of the unit owner.

Appeals Process: A unit owner may request a hearing by following the procedure set forth in the Declaration.

Notification to Owners: The Association shall notify all unit owners of this Policy after its adoption.

Ongoing Evaluation: Nothing in this Policy shall require the Association to take specific actions other than to notify unit owners of the adoption of the Policy. The Association retains the right to continue to evaluate each placement of the exterior camera on the case by case basis.

Attachment M
Exterior Security Camera Installation Application
The Falls at Hayden Run Condominium Association

Name (Printed): _____

Email Address: _____

Unit Address: _____

Telephone: _____

Please be aware of the following guidelines for an exterior security camera installation request:

- Exterior Camera must be completely, 100% wireless. No drilling of holes for wiring permitted. This includes power cables.
- Exterior camera must be placed above the front door, attached to the ledger board or header. Additional locations subject to Board review and approval.
- Camera cannot be mounted to the, fence, garage, deck or roof, unless special permission granted by Board of Directors.
- Mounting hardware for camera may not be greater than four (4) screws.
- Camera must not be any larger than 6 in x 6 in x 6 in in size.
- Camera must be white or black in color.
- Owner of camera must commit to restoring any mounting screws holes upon selling or moving out of unit.

If you are able to receive an acceptable signal with the satellite dish installed in the rear limited common element of you unit, please try that first. The dish would have to be mounted on a pole and placed on a tripod on the back patio element of your unit.

Unit Owner's Signature: _____

You may return the form the following ways:
Upload to your Owner Portal
Email: mysupport@linkapm.com
Mail: Link Real Estate Group, 2500 Farmers Dr., Suite 250, Columbus, Ohio 43235

Special Note:
*Please make a copy for your records
The owner(s) or their designees (contractor) must comply with the following:

1. The specifications as approved by the Board of Directors.
2. The city you reside in permits, building regulations, ordinances, etc. including a final inspection.
3. Contractor's one year warranty on materials and labor, if applicable.
4. Repair of any damage to the common element or other condominium units.