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TIME 11 52 A.M.
RECORDED FRANKLIN CO., OHIO

COMMON AREA RULES

JUN 9 1995

FOR

RICHARD D. METCALF RECORDER
RECORDER'S FEE $ 46.00

HARDESTY HEIGHTS ASSOCIATION

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ARTICLE I

AUTHORITY

In accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions, the Association has the authority to establish and enforce reasonable rules and regulations governing the following:

1. **The use of the Common Area, and the personal conduct of all Association Members, Tenants, and their guests, employees, and family members.**

2. **The procedure to be followed for enforcement of the Rules.**

ARTICLE II

DEFINITIONS

Section 1. **"*Association*" shall mean and refer to Hardesty Heights Association, its successors and assigns.**

Section 2. **"*Common Area*" shall mean and refer to all property owned by the Association for the common use and enjoyment of all the Members of the Association.**

Section 3. **"*Recreational Facilities*" shall mean and refer to all those portions of the Common Area designed for specific recreational purposes, including the party house, swimming pool area, tennis and basketball courts, tot lots, and any other such area developed or acquired by the Association.**

Section 4. **"*Unit*" shall mean and refer to an individual townhouse unit at Hardesty Heights.**

Section 5. **"*Trustee*" shall mean and refer to a person duly elected or appointed to the office of Trustee in accordance with the provisions of the Code.**

TRANSFER
NOT NECESSARY
JUN 9 1995
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

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Section 6. *"Member"* shall mean and refer to any person or entity who owns one or more Units and is thereby automatically a member of the Association.

Section 7. *"Tenant"* shall mean and refer to any non-Member living in a Unit, who is not a family member or guest of the Member owning said Unit, and who pays rent to, shares living expenses with, or has temporarily exchanged residences with said Member.

Section 8. *"Complainant"* shall mean and refer to the Member, Tenant, or Association employee who files a Complaint. (As amended 8/22/78)

Section 9. *"Accused"* shall mean and refer to the Member or Tenant named in a Complaint, who is alleged, or whose guest, employee, or family member is alleged, to have committed or to have been responsible for an infraction of the Rules.

Section 10. *"Declaration"* shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Common Area and Units, and recorded by the Recorder of Franklin County, Ohio.

Section 11. *"Code"* shall mean and refer to the Code of Regulations of Hardesty Heights Association.

Section 12. *"Rules"* shall mean and refer to the rules and regulations described hereinafter under Article III.

Section 13. *"Complaint"* shall mean and refer to the allegation(s) of infraction(s) of one or more of the Rules as documented in the complaint form.

Section 14. *"Tribunal"* shall mean and refer to the group of persons appointed by the Trustees to conduct a hearing, as provided for by this document, which group shall consist of not less than three (3) nor more than seven (7) members, some or all of whom may be Trustees.

ARTICLE III

RULES AND REGULATIONS

Section 1. Vehicles

(a) Reckless Operation. No person shall drive a motor vehicle on any Association street in reckless violation of any posted restrictions, including SPEED LIMIT and STOP signs.

(b) Parking. No person shall park a motor vehicle on any Association street in violation of any posted or curb-marked restrictions.

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(c) Obstructing Access. No person shall stop or park any motor vehicle on any Association street or common driveway in such a manner as to obstruct vehicle access to or from said street, driveway, or Unit parking space.

(d) Prohibited Vehicles. No person shall park a boat, truck, trailer, or recreational motor vehicle on any Association street or common driveway without the prior written approval of the Trustees.

(e) Disabled Vehicles. No person shall park a disabled or inoperative motor vehicle, nor perform any mechanical work on a vehicle on any Association street or driveway.

(f) Prohibited Areas. No person shall drive or park any vehicle on any Association sidewalk or green area.

Section 2. Animals

(a) Prohibited Animals. No person shall raise, breed, or keep any animals, livestock, or poultry of any kind on any Unit or on the Common Area; except that cats, dogs, and other household pets may be kept in Units, provided that they are not raised, bred or kept for any commercial purpose.

(b) Animal Control. No person shall permit any cat or dog on the Common Area unless said animal is in the physical control of a responsible person via either a leash or other similar means.

(c) Animal Curbing. No person shall curb any cat or dog on the Common Area, except on those portions of the Common Area so designated for this purpose by the Trustees.

(d) Animal Noises. No person owning or responsible for any animal shall allow said animal to make sufficient noise to disturb any other person.

(e) Ducks. No person shall harass or injure any of the ducks kept by the Association at the Common Area duck pond, nor shall any duck be removed from the Common Area without the prior approval of the Trustees.

Section 3. Personal Conduct

(a) Disturbances. No person shall begin, create, or continue any noise or disturbance if said activity interferes with the peaceful existence of any other person.

(b) Damaging Activities. No person shall engage in any activity on the Common Area that damages or destroys any Association property or any Unit. Such activities include, but are not limited to, the following:

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(1) Participating in any group activity that damages any portion of the Common Area, except that certain activities are allowed on those portions of the Common Area, or on any other area, so designated for this purpose by the Trustees.

(2) Lighting or maintaining an open fire.

(3) Climbing, jumping, running, or walking on flowers, shrubs, bushes, or trees.

(4) Destroying grass areas by excessive running, sliding, sledding, etc.

(5) Pouring oil, gasoline, solvent, thinners, or similar liquids into any Common Area storm drain.

(6) Throwing or hitting balls, rocks, or other hard objects against any portion of any Association property or of any Unit.

(7) Defacing or damaging any street, sidewalk, wall, or other Association property or any portion of a Unit. (As amended 8/22/78).

(c) Offensive Activities. No person shall engage in any activity that damages the aesthetic quality of the Common Area. Such activities include, but not limited to, the following:

(1) Making any change to the exterior of a Unit, unless said change is made in accordance with the procedures established in the Declaration.

(2) Failing to maintain a Unit in good repair.

(3) Erecting an antenna or similar device on the exterior of a Unit.

(4) Erecting a clothes line or similar hanging device on or visible from the Common Area.

(5) No sign of any kind shall be displayed to the public view on the Properties, except:

(a) on the Common Area, provided they are approved in accordance with the provisions of Article VIII hereof, and signs used to advertise Units for sale adhering to the following criteria:

(1) Open House held on Sunday Only,
(2) Hours of Open House not to be held before noon or after 5:00 pm,
(3) One (1) Open House sign only allowed by the road regardless of how many units are being held open by a Real Estate company,
(4) No more than 2 signs inside entrance gate allowed at one time, 1 sign pointing North or South to the Open House, and
(5) Directional sign at street corners or end of row to the Open House

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(b) on a Unit, one professional sign of no more than (5) square feet advertising Units for sale or rent. (As adopted 06/18/90).

(6) Erecting a tent or otherwise camping out on the Common Area.

(7) Engaging in any obscene activity on the Common Area.

(8) Littering, or storing or depositing trash, garbage, or refuse on the Common Area other than in any appropriate containers that the Association may provide for that purpose.

(9) Placing trash out for collection other than in suitable containers (check recommendations of the Columbus Sanitation Division); failing to promptly return empty trash containers to inside the patio area; or storing trash or other aesthetically offensive material on any portion of the Unit parking area.

(10) Turning off the post-light in front of, or the fence-mounted driveway light at the rear of any Unit, or failing to maintain said light in good repair, unless the need for replacement of the bulb, mantle, or photo cells for said light is reported to the Association following procedures established for this purpose by the Trustees.

ARTICLE IV

ENFORCEMENT PROCEDURES

Section 1. Allegations.

An allegation of an infraction of the Rules shall be made by the Complainant by documenting said allegation on the Complaint form prescribed for this purpose and attached hereto (Form 1 or a reasonable facsimile thereof), and then delivering the completed form to the President of the Association within a reasonable time following the date of the alleged infraction or of its observation by the Complainant.

Section 2. Dismissal of Complaint. (As amended 8/22/78)

Any or all of the allegations stated in the Complaint may be dismissed:

(a) By the Association President for any of the following reasons:

(1) Said allegation is not an action that is prohibited by the Rules.

(2) The Complainant does not arrive and remain present within fifteen (15) minutes

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after the hearing is convened.

(3) A quorum of not less than a majority of the Tribunal does not exist within fifteen (15) minutes after the hearing is convened, or at any time thereafter.

(b) By majority vote of the Tribunal, if said Complaint appears to be frivolous, malicious, or not in the best interests of the Association.

Prompt notification of a dismissal shall be given to the Complainant and to the Accused.

Section 3. Hearing Date.

Upon receipt of a Complaint, the President within five (5) days thereafter shall set a date, time, and place for a hearing on said Complaint, and shall sign and forward said Complaint to the Secretary of the Association. Said hearing date shall be the first Wednesday of the month next following receipt of said Complaint form, unless the President shall determine that some other date is warranted.

Section 4. Notification of Hearing.

Upon receipt of a Complaint form signed by the President, the Secretary within five (5) days thereafter shall notify the Accused of said Complaint and hearing, by preparing and delivering to said Accused at the last known address on the Association records, the hearing notification letter prescribed for this purpose by the Trustees and attached hereto (Form 2 or a reasonable facsimile thereof). The Secretary shall also deliver copies of said notification letter to each Tribunal member, to the President, to the Complainant, and to each witness identified in said Complaint.

Section 5. Postponement of Hearing.

One postponement of the hearing, not to exceed one (1) month, may be granted by the President at his or her discretion, if a written request for a postponement is adequately justified by either the Accused or the Complainant, and said request is received by the President not less than five (5) days before said hearing date.

Section 6. Hearing. (As amended 8/22/78)

The Association President shall convene and preside over the hearing, but shall not have a vote in any of its deliberations. The Secretary shall then read the Complaint in its entirety. If either is present, the Accused or his representative shall then be given an opportunity to reply to said complaint. The Tribunal members shall then hear pertinent statements from any witnesses present at the hearing. The Tribunal members may then direct pertinent questions toward the Accused, the Complainant, or any witnesses present. The Accused shall be allowed to make a brief, pertinent, final statement before the Tribunal members vote on the allegations in said Complaint. By majority vote at any time during the hearing, the Tribunal members may limit the time allowed for any speaker.

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Section 7. Voting. (As amended 8/22/78)

A separate motion shall be made and voted on for each Accused on each allegation, said motion stating that the Accused did commit, or was responsible for a person that did commit an infraction of the Rules, citing the specific action involved. Said motion shall pass, thereby subjecting the Accused to possible penalty, only if approved by a majority of all members of the Tribunal, on a secret-ballot vote taken by the Association Secretary.

Section 8. Penalties. (As amended 8/22/78)

After voting on each of the allegations, then on a secret-ballot vote by a majority of its members taken by the Association Secretary, the Tribunal shall determine the penalty to be imposed (if any) on the Accused, subject to the following conditions:

(a) The privileges of the Accused may be suspended as follows:

(1) For the first infraction of the Rules within any consecutive twelve (12) month period: a suspension of Recreational Facility privileges for a period not to exceed ten (10) days.

(2) For the second infraction of the Rules within any consecutive twelve (12) month period: a suspension of Recreational Facility privileges for a period not to exceed thirty (30) days.

(3) For the third and subsequent infractions of the Rules within any consecutive twelve (12) month period: a suspension of Recreational Facility and voting privileges for a period not to exceed sixty (60) days.

(b) An administrative charge of ten dollars ($10.00) shall be automatically imposed on the Accused for each hearing held at which the Tribunal suspends the privileges of said Accused, regardless of the number of Complaints or allegations considered at said hearing. The administrative charge shall be due and payable to the Association within five (5) days after receipt by the Accused of the notification of the findings of the Tribunal. In all instances involving damage or destruction of Association property, the total costs involved in repairing or replacing said property shall be added to the aforesaid administrative charge.

(c) Any suspension of Recreational Facility or voting privileges:

(1) Shall be effective immediately upon imposition and shall remain in effect for as long as any administrative charge (including damage costs) remains unpaid, but in no case may exceed a total of sixty (60) days from any hearing.

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(2) May be imposed on all persons and pets living with or visiting the Accused.

(3) Shall be imposed on the Accused regardless of the number of Units the Accused may own at any time.

(4) Shall be enforced by the Trustees using any legal means available.

Section 9. Tribunal Eligibility.

(a) A person shall be ineligible for membership on a Tribunal if said person is or is related to the Accused or to the Complainant.

(b) A person shall be ineligible for membership on a Tribunal if said person is or is related to a witness to the alleged infraction of the Rules.

(c) The Vice-President or another eligible person shall assume and execute all the responsibilities assigned in these Rules to the President, if the President is unwilling or unable to act or is rendered ineligible by the provisions hereinbefore stated.

Section 10. Notification of Findings.

Within a reasonable period of time after a hearing, the Secretary shall send written notification to the Accused stating the exact findings by the Tribunal on each allegation, and the exact penalty imposed, if any. The Secretary shall also send a copy of said notification to the Treasurer and to the Association Manager, if any penalty was imposed.

Section 11. Review and Appeal.

Findings for or against any Accused shall not be reviewed by the Trustees. Penalties imposed as described hereinbefore shall not be waive, suspended, or reduced by the Trustees. Any penalty imposed by the Tribunal may be appealed by the Accused to the Members at a special meeting of the Association, called in accordance with the provisions of Section 2 under Article X of the Code, at which time such penalty may be reduced or canceled, in whole or in part, by majority vote of the Members present in person or by proxy; but in no event shall any such cancellation of any suspension of privileges be retroactive, nor shall the Accused by awarded any compensation from either the Tribunal or the Association.

Section 12. - Independent Trustee Actions - (As amended 01/26/84)

Notwithstanding any other provision of these rules, the Trustees shall have the right, from time to time, to establish and implement other measures, procedures, and penalties for the enforcement of the Code of Regulations, the Declaration of Covenants, Conditions and Restrictions, and these Rules and Restrictions, including, but not limited to, establishing the right to and procedures for towing

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unauthorized vehicles, and the right to institute legal actions to enforce compliance with the Declaration, Code of Regulations, and these Rules and Regulations, provided that any such measures, procedures and penalties:

(a) Conform to all applicable laws, and

(b) Are, prior to being instituted, communicated to the Unit Owners in a timely and appropriate manner.

Section 13. Common Area or Amenities Property Damage. If a juvenile, resident, Unit owner, or pet causes any damage to Common Area property, buildings or recreational areas that requires cleaning, repairing, and/or replacement by the HHA Maintenance Crew, the individual(s) responsible for the damage or, if a minor, their parents or, if a pet, its owner will be subject to a fine. The Trustees have the authority to instruct the maintenance department to perform the work and fine the owner $ 30.00 an hour. (As adopted 09/20/94).

Section 14. Contracting Work for Architectural Repairs. When a Unit owner is advised on the annual Architectural survey form mailed to him that certain work needs to be accomplished within a specified time on his Unit and this work is not done, the Trustees have the authority to subcontract the described work required and fine the Unit owner a $ 25.00 administrative charge per contractor for the work to be performed. (As adopted 10/18/94).

ARTICLE V

MISCELLANEOUS

Section 1. Amendments. This document may be amended only after the proposed amendments have been provided to the Membership, the Membership has been provided an opportunity to make comments and the Members have been provided notice of the adoption of the amendments. (As amended 1/26/84)

Section 2. Discrimination. Nothing in this document, nor in the enforcement of the Rules described therein, is intended to discriminate against any person with respect to race, color, creed, religion, sex, age, or national origin.

Section 3. Control. In the case of any conflict between the provisions of this document and the Code or the Declaration, the Code or the Declaration shall control as provided for in those documents.

Section 4. Severability. Invalidation of any portion of this document by judgment or court order shall in no way affect any other portions, which shall remain in full force and effect.

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- E N D -

I, the undersigned Office Manager of Hardesty Heights Association, hereby certify that the foregoing Common Area Rules were adopted and incorporated into the Code of Regulations in conformance with and provided for in Article V, of these Common Area Rules.

Linda L. Samson, Office Manager

Linda L. Samson, Office Manager - JUNE 6th, 1995 - Hardesty Heights Association

Sworn to and subscribed in my presence by LINDA L. SAMSON
this 6TH day of JUNE 19 95.

Notary Public, State of Ohio

My Commission expires _____.

NOTARIAL SEAL STATE OF OHIO

WAYNE T. COLGROVE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 22, 1997