
Haydens
Crossing
North

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HAZARDOUS ACTIONS OR MATERIALS: No items can be used or stored in any portion of the Master common elements or recreation facilities that are unlawful or hazardous. This includes but is not limited to fireworks, grills, and anything that might/does unreasonably disturb the quiet enjoyment of the Master common areas, recreation facilities, or occupancy of any Owner or Occupant. 8
SIGNS: Without prior written approval of the Board, no persons shall erect, post, or display signs on Master common areas, recreation facilities, light posts, mailboxes or street signs. 8
TRASH: No burning, storing, or leaving trash is permitted on HCN Master common areas and recreation facilities. Owners are responsible to take home their large trash items that do not fit in the trash cans. This includes but is not limited to pizza boxes, party items, and non-alcoholic beverage boxes. 8
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CLUBHOUSE USE AND PRIVATE EVENTS | The clubhouse and party room are for the use of Owners, Occupants, and their accompanied guests. The clubhouse is located at 5316 Spring River Avenue. 11

EXERCISE ROOM | The exercise room is for the exclusive use of Owners and Occupants. The exercise room is located and accessed from within the clubhouse. 12

POOL | The pool is for the use of Owners, Occupants, and their accompanied guests. Pool season commences Memorial Day weekend and closes Labor Day weekend, weather permitting and subject to change. The pool area refers to the entire gated area housing the pool. 13

PLAYGROUND | The playground is for the use of Owners, Occupants and their accompanied guests' children. 14

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Important Contact Information

City of Columbus Police, Fire, & Emergency Services	911
City of Columbus- Non-Emergency	614-645-4545
City of Columbus	311
Franklin County	
LSS- Community Services	211
Capital Property Solutions- Property Management Company	614-481-4411

General Administration: admin@cpscolumbus.com
Common Area Maintenance Requests: workorder@cpscolumbus.com
Accounting: accounting@cpscolumbus.com

Haydens Crossing North Master Association
C/O Capital Property Solutions
P.O. Box 630
Worthington, OH 43085

CondoCerts: Master Association Documents needed for the sale or transfer of a Unit or Lot

FOR AFTER-HOURS MAINTENANCE EMERGENCIES, please dial 614-481-4411 and follow the prompts to reach an on-call representative. Leaving a voicemail does not prompt an after-hours emergency call, you must follow the prompts to reach an on-call representative. This emergency line is for HCN Master Association clubhouse, pool area, and ponds ONLY.

Calls made to the after-hours line for non-emergencies are subject to administrative costs, technician rates, and other costs associated with responding to the non-emergency.

Introduction

The Haydens Crossing North Master Association (HCNMA) manages and maintains the common areas, clubhouse, ponds, private streets, alleys and other property owned by (HCNMA). The Board of Directors established this HCNMA Handbook to assist with daily living and take into consideration the reasonable health, safety, and comfort of all Owners as a whole.

Knowledgeable and informed Owners are the key to a harmonious community.

Refer to this HCNMA Handbook whenever necessary. If something should arise that is not covered, you may contact the Property Management Company listed in the Important Contact Information section.

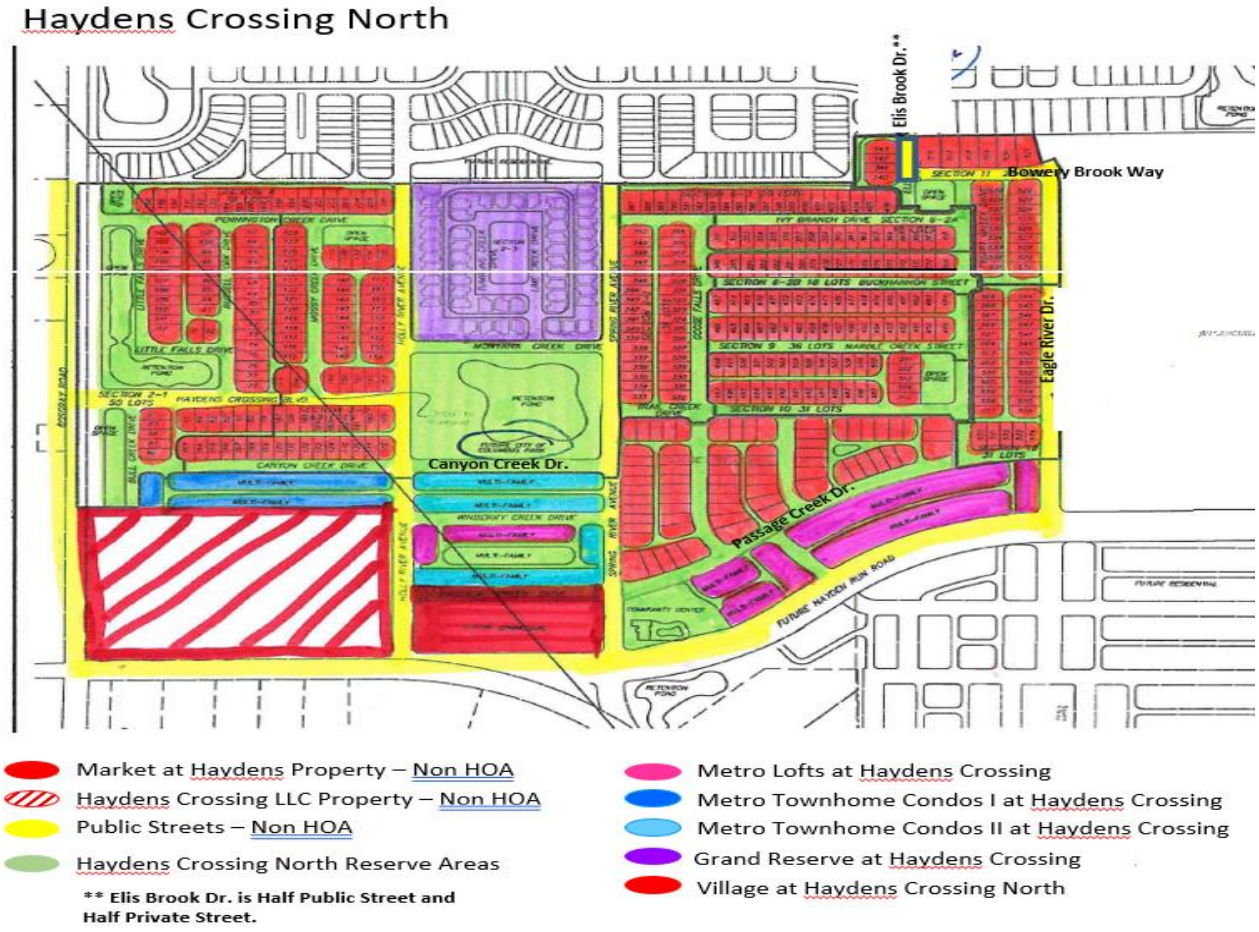
HCNMA Handbook is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be any inadvertent discrepancy between what is expressed in the Handbook and the recorded governing documents, the Declaration and Bylaws, as amended, will control. If you do not have a copy of these governing documents, they are on file with the Franklin County Recorder or you may obtain a copy from Property Management Company for a fee. The HCNMA Handbook may be revised from time to time.

The Community

The Haydens Crossing North Master Association (HCNMA) is comprised of 534 Lots and 166 condominium Units. All 700 of these homes within the community belong to the Haydens Crossing North Master Association plus one of the five Sub-Area Associations:

Village at Haydens Crossing North, *consisting of 426 Lots.*
Metropolitan Lofts at Haydens Crossing, *consisting of 108 Lots.*
Metropolitan Townhome Condominium at Haydens Crossing I, *consisting of 34 condominium Units.*
Metropolitan Townhome Condominium at Haydens Crossing II, *consisting of 76 condominium Units.*
Grand Reserve at Haydens Crossing Condominium I, *consisting of 56 condominium Units.*

The Property is located within the City of Columbus and utilizes the services of the City of Columbus Police and Fire Departments. As a private master association, we are governed by the recorded Master Declaration and Bylaws. Six Owners are elected from within the Master Association– three Unit Owners and three Lot Owners– who volunteer to serve one-year terms on the Board of Directors. The Board of Directors manages the business affairs on behalf of all Owners and contracts the services of a professional Property Management Company to run the day-to-day operations.



Good Neighbor Policy

The HCNMA Declaration, Bylaws, and Handbook are designed to reasonably protect the rights of all owners, but policy and procedure cannot replace common courtesy and the need to communicate with one another. Before filing a complaint about a neighbor, take the time to have a personal discussion. Positive communication with your neighbors is the best solution to many problems. Our community spirit lies within each Owner.

Insurance

The Hayden Crossing North Master Association does not carry a master insurance policy covering any portion of the Units or Lots. The Association insurance only provides coverage of the HCNMA owned property.

Owners must ensure their Units / Lots by purchasing an all-risk replacement cost homeowner's insurance policy of their own choice.

Property Management Company

The Board of Directors contracts the services of a professional Property Management Company to conduct day-to-day operations, under the direction of the volunteer Board of Directors. The Property Management Company responds to maintenance requests, oversees the daily activities of contractors, inspects common areas, and assists the Board of Directors in the enforcement of the rules and restrictions. The Property Management Company is the initial contact and liaison between Owners and the volunteer Board of Directors.

The Property Management Company also performs financial management, asset management, assessment collection, and administrative services for the HCNMA.

HCNMA Assessments

The Board of Directors annually prepares and approves a budget for operating expenses and reserves. It sets the assessment amount to Owners for the next calendar year. The Board of Directors reserves the right to have a special assessment if an emergency develops.

Owners are required to pay their regular assessments to the appropriate sub association, in accordance with the rules set by their sub association. The sub association will pay HCNMA each month on the behalf of its respective owners.

All other HCNMA assessments, including special assessments, individual Unit/Lot Assessments, fees, or fines are due on the first day of the month following notice of the assessment and late fees will be imposed for any assessment not received by the tenth day of the month. .

All payments received will be credited in the following order of priority:

A. First, to interest owed to HCNMA;

B. Second, to administrative late fees owed to HCNMA;
C. Third, to collection costs, attorney's fees and paralegal fees incurred by HCNMA in collecting the assessment; and, finally,
D. Fourth, to principal amounts the owner owes for common expenses or enforcement assessments in the order in which they were assessed.

If any assessment remains unpaid for 30 days after it becomes due, HCNMA may proceed with formal collection action, including, without limitation, filing liens against the unit or lot, the institution of legal proceedings, and foreclosure.. Any costs incurred in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.

If any owner (either by their conduct or by the conduct of any occupant) violates the Declaration, the Bylaws, or the Rules and Regulations, the Board of Directors, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment and/or take appropriate action to cure such violation. Any costs incurred in taking such action will be charged back to the account.

SUSPENSION OF PRIVILEGES, including the right to vote, the use of amenities, or the ability to apply for architectural approval may be imposed, if an owner is more than 30 days past due in the payment of any assessment due to the HCNMA.

HCNMA Meetings

The Annual Meeting of the HCN Master Association is held within the first quarter of each calendar year. The annual election of the volunteer Board of Directors is held at the annual meeting and Owners are encouraged to attend. Meetings of the Board of Directors are scheduled and held quarterly or more frequently as needed. Owners may address the Board on specific issues upon **prior written** request to the Property Management Company.

Maintenance Responsibilities

The HCNMA is responsible, with the Property Management Company, for the maintenance of:

- The clubhouse, fitness room and swimming pool facility (Recreation Facility).
- Five (5) ponds, a firepit and a volleyball area.
- Common green spaces situated throughout the community.
- Private roads and alleys (exclusive of those within the Grand Reserve Sub-Area Association and exclusive of private drives and streets a part of a condominium).
- Private portions of the storm sewer system under the roads.

- Sidewalks around common areas and sidewalks adjacent to private streets.
- Private water lines and apparatus, if any, that serve Haydens Crossing North as a whole or more than one lot or Unit in Haydens Crossing are located outside of a building structure.

The Master Association is not responsible for the maintenance or repair of any Units, Lots, Sub-Area Association Common or Limited Common Areas, or public areas.

General Rules

The HCNMA common areas and recreation facilities may be used for only intended purposes by residents. All Owners and Occupants shall comply with the provisions of the Master Declaration, Bylaws, and Rules, as well as all applicable laws, regulations, and this Handbook.

NUISANCE: No offensive noise or activity shall be permitted in any part of the Master common areas or recreation facilities.
BUSINESS/ COMMERCIAL ACTIVITY: Without prior written approval of the Board, no industry, business, trade, occupation, or profession of any kind can be conducted, operated, or established on the HCN Master common areas or recreation facilities.
HAZARDOUS ACTIONS OR MATERIALS: No items can be used or stored in any portion of the Master common elements or recreation facilities that are unlawful or hazardous. This includes but is not limited to fireworks, grills, and anything that might/does unreasonably disturb the quiet enjoyment of the Master common areas, recreation facilities, or occupancy of any Owner or Occupant.

SIGNS: Without prior written approval of the Board, no persons shall erect, post, or display signs on Master common areas, recreation facilities, light posts, mailboxes or street signs.
TRASH: No burning, storing, or leaving trash is permitted on HCN Master common areas and recreation facilities. Owners are responsible to take home their large trash items that do not fit in the trash cans. This includes but is not limited to pizza boxes, party items, and non-alcoholic beverage boxes.

PETS: Owners are responsible for their pets, as well as those of their Occupants and guests.

1. Pets of any kind are not permitted inside the recreation facilities.

2. No animals of any kind shall be permitted on, kept, bred, boarded, or raised on any part of the HCN Master common elements area and recreation facilities.

3. All Owners and Occupants are responsible for the immediate removal of their pet's waste from any HCN Master common areas and recreation facilities. Any violation of this rule will result in the imposition of an enforcement assessment of $250 against a lot or unit if the offender is the Owner, occupant, or a guest thereof.

4. All pets must be licensed and vaccinated in accordance with local laws.

5. All pets must be on a handheld leash no longer than six feet in length at all times and controlled by a responsible person. Animals shall not be left unattended on the Master common area.

6. Lots or units will be assessed the cost of the repair plus a $100.00 enforcement assessment for any damage to HCN Master property caused by the pets of the Owner, occupant, or guests..

7. Observed violations of the pet rules should be documented and reported to the Property Management Company.

PONDS:

1. Various signs are posted around all ponds and are to be followed: No swimming, no fishing in ponds are examples.

2. **NO** rocks or other debris are to be thrown into the ponds.

3. **Feeding ducks or geese is strictly prohibited.** They cause damage around the ponds and sidewalks and feeding them can also contribute to the spread of disease and can attract other pests, such as rats, mice, and insects.

GREEN SPACES: **are for all to enjoy so please keep areas free of trash and pick up pet waste!**

1. No temporary pools allowed in green spaces.

2. Pets must be on a leash no longer than six feet in length at all times and under direct control of a responsible person.

3. Pets cannot be tied out or left unattended for any amount of time.

4. Vehicles are not permitted to park in the green space.

5. Vehicles of any kind are not permitted on the green space.

6. No inflatables allowed in green spaces without prior approval from the Board of Directors.

Recreation Facilities

The recreation facilities managed by HCNMA consist of the clubhouse, fitness room, pool area, playground, firepit, volleyball court, and gazebo.

GENERAL RULES FOR USE: **These facilities are for the sole use of Owners and Occupants of the Haydens Crossing North Master Association. Compliance with the Handbook and rules is mandatory to ensure the fair use and equal enjoyment of the facilities.**

1. Smoking is prohibited within any of the Master Association Recreation Facilities or within twenty-five (25) feet of any of the Master Association Recreation Facilities. Offenders may be asked to leave immediately, have their access to the facilities suspended, and may be assessed a fine of $250.00 per violation. If a guest is the offender, the Owner host shall be subject to a fine.
2. Facility hours are posted at the entrance to the facility and are subject to change.
3. Guests are allowed unless otherwise restricted and must always be accompanied by the Owner or Occupant.
4. Hosting Owners are responsible for the conduct and all damages that may occur to the Property during use of the recreation facilities by their guests or occupants.
5. Restrooms and fitness rooms are to remain available to occupants during clubhouse rentals.
6. Pets are not permitted within any of the recreation facilities.
7. The recreation facilities are not monitored by HCNMA and Owners, Occupants, and their guests use the facilities at their own risk and sole liability.
8. HCNMA, its Board of Directors, Officers, Agents and Property Management Company do not assume liability for any accident or injury in connection with use of any recreation facilities or equipment.

ACCESS CONTROL AND KEY CARDS: **Access into the clubhouse, fitness room, and pool facilities is controlled by an electronic access system. Owners must hold their key card to the reading device located next to the door or gate to unlock clubhouse entry doors, fitness room doors, and the gate to the swimming pool. If a red light appears, contact the Property Management Company.**

1. Only one key card per Unit or Lot will be issued.
2. Key cards are issued and assigned to each Unit and Lot and should be transferred during sale to the new owner.
3. Replacement of lost, stolen, damaged, or non-transferred key cards are subject to replacement costs as outlined on the Key Card Request form in the index of this handbook.
4. Doors and gates must always remain closed and may not be propped open.
5. Owners or Occupants without a key card or with a key card that has been deactivated may not enter

these facilities.

6. If an Owner, and Owner's Occupant, or their guest is found within one of these facilities without an active key card, they will be asked to leave and may have their access to the facilities revoked.

7. If your keycard does not work, contact the Property Property Management Company.

8. Keycard can be deactivated for non-payment of assessments, unpaid water bill, and other fines and fees.
9. Facilities are for the use of owners only. Owners should not be provided access without a working key card.

CLUBHOUSE USE AND PRIVATE EVENTS | The clubhouse and party room are for the use of Owners, Occupants, and their accompanied guests. The clubhouse is located at 5316 Spring River Avenue.

The party room may be used for casual use or for private events, subject to availability, upon advanced reservation and approval from the Property Management Company. See the Clubhouse Reservation Form within the index of this handbook for additional information.

Casual use events are defined as a limited number of Owners/Occupants and their guests, not exceeding three (3) persons, who gather to conduct a meeting, play cards, or board game type activities. Such use is free of charge, provided food is not served or consumed, and the room is left clean and in the same exact condition as it was prior to use.

Private use events are defined as use by a specific Owner or Occupant and his or her invited guests for a specific private event by prior arrangement and execution of a use agreement with HCNMA, subject to the terms and costs outlined on the Clubhouse Rental Agreement and Clubhouse Terms within the index of this handbook.

For private and casual use events, the following rules, as well as those posted at the facility or within the Clubhouse Rental Agreement and Terms, must be followed:

1. Clubhouse furniture may not be moved.

2. DO NOT glue, nail, tape or tack anything to the walls or ceilings.

3. There will be no DJ's, extra stereo equipment, or live music permitted anywhere <u>outside.</u> This is a courtesy to residents living within close proximity to the clubhouse.

4. No **helium filled** balloons. Any balloons on the ceiling will be subjected to a minimum charge of $50 and if balloons become tangled in the fans there will be an additional charge.

5. Jump house inflatables, bounce house, water slides or any similar device are strictly prohibited.

6. NO alcohol consumption in the HCNM Clubhouse, pool or property.

7. There may be **no more than 50 attendees** at a clubhouse event.

8. **All trash must be bagged and removed from the facility.** Trash must be disposed of at your residence.

9. Other residents of Haydens Crossing North **cannot** be denied access to restrooms and the fitness center during rental.

10. Pets are prohibited from the clubhouse.

11. Failure to abide by these rules could result in the loss of all clubhouse and pool privileges.

EXERCISE ROOM | The exercise room is for the exclusive use of Owners and Occupants. The exercise room is located and accessed from within the clubhouse.

1. For safety reasons and based on manufacturers' warnings, children less than fourteen (14) years of age are not permitted to use the exercise room and its equipment unless a signed waiver is on file and a responsible adult is always present.

2. Guests are prohibited within the exercise room.

3. Pets are prohibited from the Fitness Room.

4. The door is always to remain closed, and Owners or Occupants must not allow access to any person without a valid key card.

5. All persons using the exercise room do so at their own risk. The use of this facility requires proper training and physical condition. Use is not a supervised activity. The Association, its Board of Directors, Agents, Property Management Company, and Employees disclaim all liability for injury, death, disease, or disability of any nature arising out of the use, maintenance, manufacture, or construction of the facility and equipment.

6. All persons must wear proper athletic footwear and attire. During inclement weather, all persons must bring along a clean, dry pair of athletic shoes and shall not track salt, water, or other debris into the facility or onto the equipment.

7. Food is prohibited. Non-alcoholic beverages in plastic containers are permitted, provided they are not consumed while using the equipment.

8. All persons must provide their own towels and must wipe off equipment after each use.

9. Use of each piece of equipment is limited to 20-minute intervals. If others are waiting, please be considerate and shorten usage time.

10. Hand powder and rosin are **prohibited.**

11. In the interest of safety, it is recommended that you consult a physician and trainer before beginning any exercise program. Exercise with a partner. Perform a five-minute warm up before and five-minute cool down after exercise.

12. After use and before leaving the facility, turn off all equipment, return all equipment to its proper

storage area, close all windows, and ensure the door closes behind you.

POOL | The pool is for the use of Owners, Occupants, and their accompanied guests. Pool season commences Memorial Day weekend and closes Labor Day weekend, weather permitting and subject to change. The pool area refers to the entire gated area housing the pool.

1. Children less than fourteen (14) years of age are not permitted unless accompanied by a responsible adult at all times.

2. Active key cards are to be used as pool passes and must be on hand when any Owner or Occupant uses the pool area. Guests may only use the pool area if they are with an Owner or Occupant who holds an active key card.

3. No person should swim alone.

4. Pets are prohibited from the pool area.

5. Diving is prohibited.

6. Smoking is prohibited.

7. Running is prohibited.

8. Eating and all glass containers are prohibited. Non-alcoholic beverages in cans or plastic containers are permitted.

9. All free-floating supports, rafts, inner tubes, balls, etc. are prohibited in the pool unless approved by the American Red Cross for Safety.

10. Safety equipment (backboard, buoys, etc.) is provided for emergency use only and are not to be used as toys.

11. Pool furniture is not to be removed from the pool area, placed in the pool, or placed on any structure or fence. Pool furniture should be returned to its proper position upon exiting the pool area.

12. Incontinent persons or children who are not potty trained must wear leak-proof swimwear/undergarments in the pool at all times.

13. In the event of thunder/lightning, leave the pool area.

PLAYGROUND | **The playground is for the use of Owners, Occupants and their accompanied guests' children.**

1. Children must be always attended by an adult while playing on the playground.
2. Please be aware that this area is PLAY AT YOUR OWN RISK.
3. This area is never supervised, and you should follow all signs and safety rules.

FIRE PIT | **The fire pit is for the use of Owners, Occupants & their accompanied guests' only.**

1. A responsible adult over the age of 18 must always be present.

2. Users must bring their own seasoned wood to burn and have a water barrel, sand, dirt or other appropriate extinguishing material with them. No other burning material may be used such as rubbish, tree limbs, leaves, or other combustibles, etc.

3. NEVER leave the fire burning unattended.

4. NO alcohol is allowed near the fire pit.

5. All trash must be removed and taken back to the owner's residence for disposal.

6. Follow all State of Ohio Fire Code regulations regarding fire pits.

VOLLEYBALL COURT | **The volleyball court is for the use of Owners, Occupants & their accompanied guests' only.**

1. Keep sand clean from all debris and trash.

2. Sweep up sand around the perimeter when finished.

Parking and Roadways

The Haydens Crossing North community consists of private, Association managed and maintained roadways, as well as public, city owned roadways. Parking violations within the community are enforced by the Association Management Team and local law enforcement. We encourage all residents to report all parking violations to local law enforcement as well as the Property Management Company.

1. **PARKING VIOLATIONS ARE SUBJECT TO IMMEDIATE TOWING WITHOUT WARNING.** The tow company is posted on signs at the entrance of the community. Owners must contact the posted tow company directly in the event their car is towed. A towed vehicle is not an emergency and calls made to the Property Management Company's after-hours emergency line for a towed vehicle will be subject to the costs associated with taking and handling the call.

2. PARKING VIOLATIONS ARE SUBJECT TO SUSPENSION OF THE RIGHT TO VOTE AS A MEMBER OF THE MASTER ASSOCIATION AND SUSPENSION OF THE RIGHT OF THE OWNER AND THAT OWNER'S OCCUPANTS, LICENSEES, AND INVITEES, TO USE THE MASTER COMMON ELEMENTS, OR ANY PART THEREOF**.**

3. **THE CLUBHOUSE PARKING LOT** is intended for occupants and guests using the clubhouse, exercise facility, pool, playground, fire pit, or sand volleyball facilities and is open during clubhouse hours. There is no overnight parking allowed in the clubhouse parking lot and vehicles left unattended overnight are subject to immediate towing.

4. **NO PARKING ZONES** are designated by signage or pavement marking. Stopping in a no parking zone for any length of time is not permitted.

5. Parking in front of or within 10 feet of a fire hydrant is prohibited.

6. Pay close attention to parking space markers when parking on a roadway or lot within the Association. Spaces may be marked by signage or pavement marking. Failing to park within the boundaries of a parking space is prohibited.

7. Roadways and drive lanes are considered **fire lanes** and must always remain clear of stopped or parked vehicles and other obstructions. No vehicle shall block the free flow of traffic throughout the community or may block access to the carport, garage, or walkway of a home.

8. Parking on grass areas, on curbs, blocking sidewalks or ramps, and in front of mailboxes is prohibited.

9. Vehicles may not park against the flow of traffic.

10. The speed limit in the Association must be adhered to in order to ensure the safety of the community.

11. **THE STORAGE OF VEHICLES** is not permitted on the Master Common Elements. Any vehicle stored on the property may have their vehicle towed. Storage is considered any vehicle that has not moved in a 72 hour period..

12. **INOPERABLE VEHICLES** are not permitted on the Master Common Elements. Inoperable vehicles include cars without a current license plate displayed, cars with broken windows, flat tires, leaking fluids or otherwise, disabled and not in a condition to be lawfully operated on a public road.

13. All vehicles must be reasonably maintained such that their operation does not cause or create a nuisance, such as causing excessive noise or creating an eyesore.

14. **VEHICLE REPAIRS** shall not be completed on any part of the Master Common Elements except with prior approval from the Board or in the case of an emergency (i.e., dead battery needs jumped, flat tire needs changed, etc.). Cost of cleanup of oil spills or other damage to the property caused by the Unit Owner, Resident, or Guest will result in the Unit Owner being assessed for the damage.

15. **RECREATIONAL VEHICLES, TRAILERS, CAMPERS, BOATS**, etc. are not permitted to park within Master Association roadways unless approved by the Master Association Board **in advance**. Prior approval from the Owner's respective sub-Association may also be necessary.

16. **COMMERCIAL VEHICLES**

    i. Vehicles owned by residents that are designated for commercial use, with commercial plates, are not permitted to park on the Master Common Elements, including roadways.

    ii. Service / trade vehicles may only park on the premises while they are providing service.

    iii. Residents driving vehicles that do not have commercial plates, but have commercial markings, signs, decals, special painting, ladders etc., are not permitted to park on the Master Common Elements, including roadways.

    iv. Vehicles with more than two axles, such as tow trucks, tractors, trailers, or dump trucks are prohibited on the property except when used in moving, trash removal, delivery, or any other short-term service.

    v. PODS may not be on the property for more than 72 hours and must adhere to all other parking rules. PODS or any like container must have prior approval from the property management company.

Violation Enforcement Procedures

Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("Governing Documents") if the Board, in its sole discretion, determines it is necessary to address an urgent matter. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible owner.

The owner is responsible for any violation of the Governing Documents by the owner, or the guests, or the occupants, including tenants, of the owner's home.

All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible owner's account.

In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) take action to remove the violation and assess the costs incurred to the offending unit or lot. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 48 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.

Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be provided to the responsible owner specifying:
    a. description of the property damage or violation;
    b. The amount of the proposed charge or enforcement assessment;
    c. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge or enforcement assessment; and
    d. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.

TO REQUEST A HEARING, the owner must mail or deliver a written "Request For Hearing" notice to the Property Management Company not later than the tenth day after receiving the notice required by Item 1 above.

If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed.

Within 30 calendar days of the hearing, the owner will be sent written notice of the Board's decision.

The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

Snow Plowing & Winter Precautions

Please note that the private roadways will be plowed and or treated if there are icy conditions or if there is 3 or more inches of snow. Vehicles must be removed from the street when these conditions are present to allow for the snowplows to operate. Any vehicles remaining on the street may be towed at the owner's expense or may be blocked in during snow removal. HCNMA is not responsible for any vehicle being damaged or plowed in.

Sale of Lot/Unit

Please notify the Property Management Company of the sale of your Lot or Unit. If you know the name of the new owners, please provide the Property Management Company with this information and the closing date.

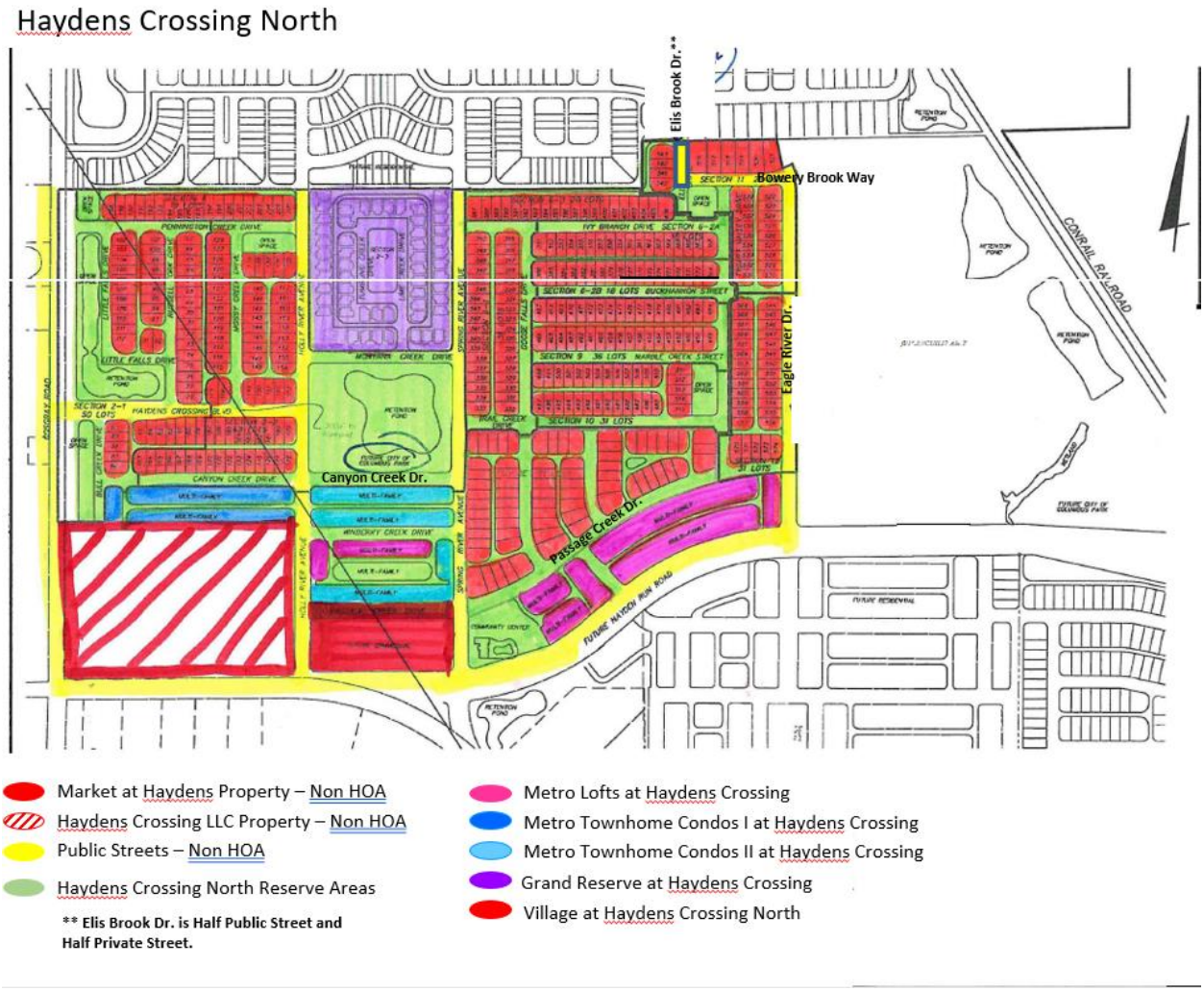
1. Give new owners the key card and mailbox key at closing.
2. Inform new owners of the location of mailboxes, clubhouse, pool etc.
3. Provide information for your sub-association HOA contacts.

Leasing Lot/Unit

1. Please notify the Property Management Company and send a current copy of the lease. Leases need to be sent to the property management company every year and or when a new tenant moves in.
2. Follow rules concerning leasing guidelines in your sub-association.

FORMS INDEX

Haydens Crossing North Map of
Roads|Reserve Areas|Sub Association



CAPITAL PROPERTY SOLUTIONS

P.O. BOX 630, WORTHINGTON, OH 43085-0630
PHONE: 614-481-4411 FAX: 614-443-3798

Contact Information Update Form
Haydens Crossing North Master Association

Homeowner Address:_____

PRIMARY OWNER INFORMATION

Last Name:_____ First Name:_____

Mailing Address:_____

Cell Phone:_____ Home:_____ Work:_____

E-Mail Address(es):_____

Emergency Contact Name & Phone:_____

Vehicle Make & Model:_____ Color:_____

License Plate:_____ Year:_____

CO—OWNER / SECONDARY RESIDENT INFORMATION

Last Name:_____ First Name:_____

Mailing Address:_____

Cell Phone:_____ Home:_____ Work:_____

E-Mail Address(es):_____

Emergency Contact Name & Phone:_____

Vehicle Make & Model:_____ Color:_____

License Plate:_____ Year:_____

TENANT INFORMATION (MUST ALSO SUPPLY A COPY OF THE CURRENT LEASE)

Last Name:_____ First Name:_____

Mailing Address:_____

Cell Phone:_____ Home:_____ Work:_____

E-Mail Address(es):_____

Emergency Contact Name & Phone:_____

Vehicle Make & Model:_____ Color:_____

License Plate:_____ Year:_____

CAPITAL PROPERTY SOLUTIONS

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Clubhouse Rental Agreement
Haydens Crossing North Master Association

As a member of the Haydens Crossing North Homeowners Association, you have the privilege to use the clubhouse facility for private parties and events. We strongly encourage all residents to take advantage of this convenience. Please remember this facility is to be used and respected by all residents. Your reservation is not confirmed until your completed agreement, rental fee and security deposit have been received.

Eligible Renters:

- Only homeowners in the Haydens Crossing North Master Association (HCNM) are eligible to rent the clubhouse.
- Any resident owners who are delinquent in any of their fees (this includes but is not limited to: HOA dues and water bill) or financial obligations to either their own Homeowners Association or the Master Association are not eligible to reserve the clubhouse.

Reservation Procedures:

- Reservations will be taken on a first come, first served basis.
- You must have a reservation if you will have more than 3 guests in the clubhouse.
- Mail this completed agreement, the signed Clubhouse Rental Terms and Conditions, together with two (2) checks (rental fee & security deposit as described below) to:

  Haydens Crossing North Master
  C/O Capital Property Solutions
  PO BOX 630
  Worthington, OH 43085
- Upon receipt of your completed agreement, signed terms, and two (2) checks (rental fee & security deposit as described below), you will receive a confirmation email for your rental.

Rental Fees:

- $50.00 Rental Fee & $300 Damage / Cleaning Deposit.
- Your rental fee and deposit MUST BE submitted on TWO (2) separate checks and MUST BE payable to “Haydens Crossing North Master.”

Deposit Release:

- Release of the $300.00 deposit is based on compliance with the cleaning checklist. The clean-up must be completed immediately following your event.
- Failure to meet requirements results in a loss of the $300.00 deposit. The deposit check will be held until after the event. If the clubhouse is cleaned to satisfaction after the event, the deposit check will be destroyed.
- If the clubhouse premises, furnishings, fixtures or any portion of the building during the term of this agreement should be damaged by any act, default or negligence by the Resident User or their guests or any person admitted to the function, the Resident User shall pay to the Homeowners Association upon demand sums necessary to restore the clubhouse to its prior condition.
- Images should be taken and supplied to the management company immediately before the event and immediately after the event to document the condition of the clubhouse. Refer to the Terms and Conditions for further details.

Owner Name: _____ **Unit Address:** _____

Rental Date: _____ **Description of Event:** _____

Event Time (start & end time): _____ — _____ **Number of Attendees (no more than 50):** _____

Email: _____ **Phone:** _____

CLUBHOUSE RENTAL TERMS AND CONDITIONS

- The Resident Owner (you) must be present for the duration of the function for which the reservation was made.
- Private events cannot be scheduled before 9:00 AM and must end by 11:00 PM. Failure to end activities, clean up and vacate the clubhouse by 11:00 PM will result in the forfeiture of your entire security deposit. The alarm will arm at 11:00 PM and you will be charged for any false alarms.
- The clubhouse is provided for the exclusive use of the Haydens Crossing North residents and their invited guests. No third-party use of the clubhouse will be allowed or permitted by the Homeowners Association.
- Reservation of the clubhouse does not include reservation or use of the pool area.
- Please report any damages to the facility and furnishings prior to your event to the Property Management company. Please take pictures immediately before your event of any damages and submit them to the HOA. If there are damages discovered after your event, your damage deposit will not be refunded. In addition, any damages above and beyond the $300.00 damage deposit will be assessed to you and payable upon receipt. Late fees will apply to this amount if not paid in full.
- Clubhouse furniture may not be moved.
- DO NOT glue, nail tape or tack anything to the walls or ceilings.
- There will be no DJ's, extra stereo equipment, or live music permitted anywhere outside. This is a courtesy to residents living within close proximity to the clubhouse.
- No helium filled balloons. For any balloons on the ceiling there is a minimum charge of $50 and if balloons become tangled in the fans there will be a $50 charge plus cost of repair.
- NO Smoking in or around the HCNM Clubhouse.
- NO Alcohol consumption in the HCNM Clubhouse or property.
- There may be **no more than 50 attendees** at a clubhouse event.
- All trash must be bagged and removed from the facility. You are responsible for disposing of your trash at your private residence.
- Floors must be swept, and clean trash bags placed in the trash cans.
- Other residents of Haydens Crossing North cannot be denied access to restrooms and fitness center.
- Failure to abide by these rules could result in the loss of all clubhouse and pool privileges.
- The HCNM reserves the right to cancel or alter this agreement at any time.

INDEMNIFICATION:

The Resident User hereby agrees to hold the HCNM harmless and to indemnify it against any public liability and/or property damage liability which may arise or accrue by reason of the use by in injury that may happen to Owner or Resident User or the Users agents, employees, guests or property from any cause whatsoever, including but not limited to, any damage or injury to or cause whatsoever, including but not limited to any person leaving the premises under the influence of alcohol and or any other intoxicating substance, during the period covered by the Agreement; and Owner or Resident User hereby expressly release HCNM from and agree to indemnify it against any and all claims for such loss, damage or injury.

I have read and understood the Association General Rules and Regulations and agree to all terms and conditions as outlined by this Clubhouse Agreement.

I agree to the terms and conditions of this rental agreement and I am a Haydens Crossing North Association Unit Owner in good standing with the Association.

_____

Print Name

_____

Signature

_____

Date

CAPITAL PROPERTY SOLUTIONS

P.O. BOX 630, WORTHINGTON, OH 43085-0630
PHONE: 614-481-4411 FAX: 614-443-3798

KEY CARD REQUEST FORM
Haydens Crossing North Master Association

- As a member of the Haydens Crossing North Homeowners Association, you have the privilege to use the clubhouse, pool, and gym facilities. Access is given to resident owners through a key card service. Please remember these facilities are to be used and respected by all residents.
- Use this form to request a replacement key card. This form is to be completed by **owners only** and owners will be responsible for providing the card to their tenants.
- Only one key card per unit/lot will be issued.
- Any resident owners who are delinquent in any of their fees (this includes but is not limited to HOA dues & water bill) or financial obligations to either their Homeowners Association or Master Association will have their cards deactivated until in good standing with said Association.

All replacement cards will be charged to the homeowner at a cost of $25.00.

Key Card Replacement Request Procedures:

- Mail this completed request form together with a check for $25.00 to:
  Haydens Crossing North Master
  C/O Capital Property Solutions
  PO BOX 630
  Worthington, OH 43085
- Upon receipt of this completed form and check, you will receive a confirmation email that your card has been mailed.
- Your rental fee and deposit **MUST BE payable to the "Haydens Crossing North Master."**
- If you are requesting replacement for a faulty key card and have confirmed you are not delinquent in any fees, include the faulty key card with this completed form in lieu of a check. Faulty cards are replaced at no cost **only** if the non-working card is returned as proof.
- Key cards are to be transferred with the unit/lot upon sale or lease.

Owner Name:_____ **Unit/Lot Address:** _____

Email: _____ **Phone:** _____

Mailing Address (where to mail new/replacement key card):_____

_____

Signature: _____ **Date:** _____

By signing this form, I hereby acknowledge that all information contained herein is true and accurate.

For Internal Use Only: Card #_____ issued on: _____ - - OR - - Card Issue Decline Letter Sent on: ___

CAPITAL PROPERTY SOLUTIONS

P.O. BOX 630, WORTHINGTON, OH 43085-0630
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REQUEST TO INSPECT DOCUMENTS
Haydens Crossing North Master Association

This request form must be completed by any Owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. A minimum of five business days is needed to process a request. If there is a question with any request, the owner will be notified within a reasonable amount of time of the reason for any delay.

The Association requires that the owner provide the reason for each record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. The Association's goal and intent is to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Inspections of the Association's records will take place during normal business hours at a location to be determined by the Owner and the staff member overseeing the inspection. You, the owner, agree to pay $50.00 per hour in quarter hour increments for staff attendance at the records inspection. All inspection, copying, and mailing charges will be assessed to the Owner's account or paid in advance, as the Board so decides.

Copying charges are $0.15 per page and a minimum clerical fee of $25.00 for the copying of pages 1 through 50 plus an additional clerical fee of $10.00 for every additional increment of 50 pages copied. The actual cost of all mailing charges will also be the owner's responsibility. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member.

This form must be completed in full, signed, and dated in order to process the request.

Owner's Name: _____

Address:_____ Phone Number(s):_____

_____

Record Requested: **Reason and Purpose of Request:**

1. _____ _____

2. _____ _____

3. _____ _____

4. _____ _____

Preferred inspection date and times: _____

Do you anticipate making copies of any records to be inspected? _____Yes _____No

If you prefer receipt of copies of the records listed above via regular U.S. Mail to an actual inspection, please check here: _____

Requests for mailed copies of records will be filled within 10 business days of receipt. The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed $25.00, do you wish to receive a total estimate of the charges before receiving the records? _____Yes _____No

Request to Inspect Document, continued.

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than as stated above. I agree to indemnify, defend, and hold Haydens Crossing North Master and its board members, officers, and its managing agent, and their respective successors, heirs, and assigns, harmless from any claim made or damage sustained by any person arising from, related to, or concerning my inspection, use, or receipt of copies of Association records for any reason(s) or purpose(s) other than as stated above. I further consent and agree that all inspection and copying charges incurred in accordance with this request, as outlined above, will be assessed to my account or paid in advance, as directed by the Board.

_____ _____

Owner's Signature Date

This completed form must be provided to the Management Company for processing:

Haydens Crossing North Master
C/O Capital Property Solutions
PO BOX 630
Worthington, OH 43085
admin@cpscolumbus.com

CAPITAL PROPERTY SOLUTIONS

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COMPLAINT FORM
Haydens Crossing North Master Association

This form does not and cannot replace the need for courtesy and communication. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community sprit lies within each occupant. Complaints against anyone violating the rules must be submitted to the Management Company in writing and must contain all information herein. The Management Company will, in most instances, contact the alleged responsible Owner after receipt of an initial complaint, and a reasonable effort will be made to gain the Owner's agreement to cease the violation. If the reasonable efforts to gain compliance are unsuccessful, the Owner may be subject to an enforcement assessment in accordance with the Enforcement Policy. In the event of an enforcement assessment hear, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

Nature of Complaint (animal, noise, etc.):_____

Location:_____

Number of Occurrences:_____

Date(s) and Time(s) of Violation:_____

Name or Address of Offender (if known):_____

Details. Be Specific Please:_____

_____

Was Any Attempt Made to Resolve This Problem? _____Yes. _____No. If "Yes", What Were the Results?___

_____

Print Name:_____

Signature Required:_____

Your Address Required:_____

RECEIVED BY ASSOCIATION [Internal Use Only]

Date:_____

Manager or Other:_____

Disposition:_____

In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

CAPITAL PROPERTY SOLUTIONS

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Request for a Hearing
Haydens Crossing North Master Association

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the accompanying correspondence is received by the Board within ten days, the Board may proceed with the enforcement assessment and costs of correction or repair without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then this completed form must be received within ten days by:

Haydens Crossing North Master
C/O Capital Property Solutions
PO BOX 630
Worthington, OH 43085
admin@cpscolumbus.com

As the Owner(s) of Unit/Lot

_____

I/we, _____, 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 days in advance. I believe the enforcement assessment/charges for damages, cleaning, removal, etc. should not be imposed because:

_____

_____

_____

_____ _____
Primary Owner Signature Date

_____ _____
Secondary Owner Signature Date