WAGGONER CHASE NORTH HOA HANDBOOK (RULES AND REGULATIONS)

THIS BOOKLET INCLUDES THE COMMUNITY RULES AND REGULATIONS ADOPTED BY THE BOARD OF DIRECTORS AND CONTAINS SPECIFIC RULES AND REGULATIONS AUTHORIZED BY THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WAGGONER CHASE NORTH SUBDIVISION, THE ARTICLES OF INCORPORATION, AND THE CODE OF REGULATIONS OF HOMEOWNERS' ASSOCIATION, INC.

THIS HANDBOOK, AND THE RULES AND REGULATIONS (THE "RULES") CONTAINED HEREIN ARE NOT A SUBSTITUTE FOR THE DECLARATION, THE ARTICLES OF INCORPORATION, AND CODE OF REGULATIONS WHICH SHOULD BE READ AND UNDERSTOOD BY EVERY LOT OWNER (THE "OWNER" OR COLLECTIVELY THE "OWNERS"). IN THE EVENT OF A CONFLICT BETWEEN THIS HANDBOOK AND THE DECLARATION, THE ARTICLES, OR CODE, THE PROVISIONS OF THE DECLARATION, THE ARTICLES, AND THE CODE SHALL CONTROL. A COPY OF THE DECLARATION AND CODE CAN BE FOUND ON FILE WITH THE OFFICE OF THE FRANKLIN COUNTY RECORDER, FRANKLIN COUNTY, OHIO. THE DECLARATION IS FILED AS INSTRUMENT NO. 200402050026771 AND THE CODE IS FILED AS INSTRUMENT NO. 201102240027198.

THIS BOOKLET IS DESIGNED TO ASSIST ALL OWNERS IN UNDERSTANDING THE RULES UNDER WHICH THE ASSOCIATION OPERATES. WE BELIEVE THAT THESE RULES ARE NECESSARY IN ORDER TO MAINTAIN A HIGH-QUALITY RESIDENTIAL COMMUNITY.

THIS HANDBOOK IS SUBJECT TO CHANGE BY ACTION OF THE BOARD OF DIRECTORS WITHOUT NOTICE.

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HOMEOWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS

I. WELCOME AND INTRODUCTION.

Dear Owners and Residents:

Welcome to Waggoner Chase North Subdivision! To help maintain the warm and inviting appeal of Waggoner Chase North, preservation of design standards will be maintained by the Waggoner Chase North Homeowners' Association, Inc. The Waggoner Chase North Homeowners' Association, Inc. will review and approve all proposed architectural changes or additions within the community. The Waggoner Chase North Homeowners' Association, Inc., through its Board of Directors, will have the authority to revise these Rules as necessary to meet the needs of the community.

At Waggoner Chase North, like any other community, the best interests of the community may outweigh the interests of the individual residents. The Rules in this handbook have been compiled to make our community a pleasant one. In fact, most of the Rules are designed to preserve the appealing nature of our community.

We look forward to receiving your questions and/or suggestions on how we, as a community and as the Board of Directors, can better serve each and every resident and we encourage you to participate in your community and lend your talents, skills and creativity. All opinions are important and will be respected. All ideas are welcome.

Welcome Home!

Board of Directors
Waggoner Chase North Homeowners' Association, Inc.

II. BACKGROUND.

Waggoner Chase North Subdivision (the "Subdivision") is a residential community comprised of single-family Lots. Each Owner and Lot is subject to the Declaration of Covenants, Easements, Conditions and Restrictions for Waggoner Chase North Subdivision (the "Declaration"), which is filed of record with the Franklin County Recorder, as Instrument No. 200402, and all amendments thereto. All Owners of individual Lots in the Subdivision are automatically members of the Waggoner Chase North Homeowners' Association, Inc. (the "Association"), whose primary purpose is to promote the health, safety, and welfare of the Owners and to enforce and maintain architectural control and use restrictions upon the Lots.

A. Association.

The Association is an Ohio non-profit corporation that was incorporated by the filing of the Articles of Incorporation (the "Articles") with the Ohio Secretary of State. In addition to being subject to the Declaration, each Owner is also governed by the Association's Code of Regulations (the "Code") which has been approved by the Board of Directors (the "Board"). The Association, through its Board, will administer and enforce the Declaration, the Articles, the Code, and these Rules.

B. Association Governance.

1. **Board.** The Board has the power and authority under Ohio law and the provisions of the Declaration, the Articles, and the Code to govern the operation and management of the Association's affairs. The Board has the ultimate authority to make decisions and promulgate the Rules in an effort to create a harmonious living environment and help maintain property values within the Subdivision. The Board is presently comprised of three persons duly elected by the Association.

2. **Professional Property Management**. Under direction of the Board, the services of a professional management company have been retained. SBS Property Management, LLC. will assist in the day-to-day management of the affairs of the Association including, among other things, monitoring all maintenance activities, collecting all monthly assessments from Owners and maintaining all official financial documents. You will find useful contact information for SBS Property Management, LLC. at the end of these Rules.

3. **Other.** Every Owner should have received a copy of the Declaration at the closing of their respective Lot. The Declaration defines the various components of the Subdivision and sets forth certain rights, duties and responsibilities of the Owners, the Association and the Board. Each Owner, occupant and resident has the duty to understand and abide by the provisions of the Declaration, as amended from time to time, that have been established for the welfare and harmony of all residents, and for the benefit of the entire community.

III. RULES AND REGULATIONS.

The Declaration gives the Board the power and authority to adopt and publish rules and regulations governing the use of Lots within the Subdivision and the personal conduct of Owners, residents and their

guests. The Board also has the power and authority to establish and levy Lot Assessments for violations of the Rules. As an Owner, if you rent out and/or do not reside at your Lot, you are still responsible for fully complying with the Declaration and these Rules, and you, as the Owner, will be responsible to the Association for any and all damage to the Common Property or violation(s) of the Declaration and/or Rules inflicted or committed by your tenant(s) or the tenant's guests, and for the payment of any resulting fines and/or Lot Assessment(s). These Rules may be amended or modified from time to time, as conditions change, by the Board without any prior notification to Owners or prospective Owners who are under contract to close.

IV. MAINTENANCE AND REPAIRS; REPLACEMENTS.

A. Maintenance.

1. **Association.** The Association shall be responsible for the maintenance, repair, and replacement of all landscaping, flora, structures, and Improvements on the Common Property.

2. **Owners.** Each owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her lot, and all portions of, improvements to, structures on, and equipment and components used in connection with his/her lot. This maintenance responsibility includes, but is not limited to:

a. regular mowing and maintenance of the Owner's lawn;

b. prompt removal of dead plants, weeds, trash and other noxious conditions on an Owner's Lot in order to avoid any unsightly conditions. An Owner who removes any of the aforementioned must promptly landscape and restore the Lot and/or surrounding area;

c. repair, maintain and replace the Lot's driveway, driveway skirt, and other surfaces as needed in order to keep them free from cracking, crumbling, pitting, and general disrepair;

d. repair, maintain, and replace the Lot's mailbox in order to keep the mailbox in an aesthetically appealing state. Mailboxes must be re-stained as needed in order to prevent the wood stain from becoming faded, washed out, or otherwise discolored, and must be re-stained in a like or similar color to that of the mailbox designated by the Developer. A replacement mailbox must be of a like kind, design, pattern and color as the mailbox designated by the Developer, and, if possible, purchased through Cedar Craft Products, Inc. Plastic mailboxes are prohibited;

e. promptly furnishing all necessary materials and to perform or cause to be performed, at the Owner's expense, all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property; and

f. general maintenance of the Lot so as to present a neat and clean appearance to reflect a high pride of ownership. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with these Rules and the requirements set forth in the Declaration.

In addition to levying a Lot Assessment as outlined in Section XX of the Rules; if any Owner fails to maintain his or her Lot in the manner required herein and the Board determines, in its sole and absolute discretion, that any maintenance of that Lot or Improvements thereon is necessary to ensure public safety, prevent damage to or destruction of any other part of the Common Property, or comply with the terms of the Declaration or the Rules, then the Board reserves the right to authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance, and the Board may levy a Lot Assessment for all reasonable expenses incurred.

B. Replacements.

1. Roofs.
Subject to the approval of the Design Review Board, replacement of roofing material, when and if required, must be with material of a similar color, texture and style as the roofing material being repaired or replaced to maintain compatibility throughout the community.

2. Siding and Trim.
Subject to the approval of the Design Review Board, any repair or replacement of siding or trim must be the same type, quality, and style as originally installed. In the event that a color or type of siding or trim is discontinued, the Board will, in its sole and absolute discretion, approve a replacement color and/or type.

3. Mail box.
Subject to approval of the Design Review Board, at any point the mailbox is damaged, destroyed or deteriorates, each Owner, at Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox (refer to paragraph IV, A(2D) paragraph above.

4. Other.
Any other items not covered under the foregoing guidelines must be approved by the Design Review Board in advance of repairs.

V. UTILITIES.

Each Owner and/or resident is responsible for the payment of their own gas, electric, cable television, telephone service and any other service provided to the Owner's Lot, and for calling to initiate service on the date of possession.

VI. PETS.

No person may keep, breed, board or raise any animal, livestock, reptiles, or poultry of any kind. Owners are responsible for tending to the needs of and promptly cleaning up after their domestic pets; properly disposing of pet waste; and including, but not limited to, the following:

A. Each Owner or resident is responsible for immediately cleaning up after their pet if it defecates outside of the Owner's and/or resident's Lot;

B. All pets must be walked, outside of their owner's Lot, on a leash not more than eight (8) feet in length, and are not permitted to be unattended in the Common Property;

C. Owners and residents must promptly clean up and dispose of excrement on their Lot in order to avoid creating a nuisance, odors, or an unsightly or unsanitary condition;

D. No pet shall be tethered outside on any Lot;

E. No animal pens, houses, runs, or other similar objects are permitted on any Lot;

F. Owners and residents shall prevent their pets from urinating on plants, flowers, and other plant features outside of their Lot. Any Owners or residents who consistently fail to prevent their pets from urinating on the aforementioned may face a Lot Assessment for the replacement and/or repair(s) for any damaged plant features;

G. Owners or residents who fail to clean up and/or properly dispose of pet waste may face a Lot Assessment for the cost incurred by the Association to clean and remove the waste;

H. Owners and residents will be required to take action to prevent their pets from annoying others and being a nuisance. Nuisances include, but are not limited to, failing to restrain their pets, barking incessantly, behaving in a menacing fashion, and/or biting; and

I. Owners or residents that consistently fail to follow the Rules set forth under this Article VI may be faced with removal of the offending animal upon written notice from the Board.

VII. PARKING; VEHICLES.

A. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes may be parked or stored on the street in the Subdivision or on any Lot (except in an enclosed permitted structure shielded from view).

B. The term "trailer" shall include a trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner that would permit the occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or any other foundation.

C. The term "commercial vehicle" shall include all vehicles with a length of more than twenty-one (21) feet, dump trucks, tow trucks, flatbed car-hauling trucks, box trucks, panel trucks,

vans larger than one-ton capacity, pickup trucks larger than one-ton capacity, semi-trailers, and all vehicles considered to be a "commercial motor vehicle" under Section 4506.01(D) of the Ohio Revised Code. Also, every type of vehicle, whether or not motorized, that is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten-person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans, pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation.

E. No vehicle in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be legally operated upon a public highway; or any vehicle component or part, shall be placed, parked or stored on any visible location on or in front of a Lot for a period of time longer than seven (7) days. After seven (7) days, the vehicle or component may be deemed to be a nuisance and the Board shall have the right and authority to have the same removed at the owner's expense.

F. No vehicle shall be parked on any unpaved area of a Lot.

G. No repair work is permitted on vehicles on a visible portion of a Lot except for short term emergency work (flat tire, battery change, etc.)

H. Nothing contained in these Rules shall prohibit the parking or storage in a garage of any vehicle, trailer or boat that is parked or stored entirely within the interior of a garage without interfering with the closing of the garage door.

I. No person shall operate a motor vehicle in any manner which is classified as reckless under any applicable traffic code, law or ordinance, or any governmental body having jurisdiction over the community.

VIII. GARAGE DOORS.

In order to maintain an orderly and harmonious appearance and for safety and security purposes, garage doors are to be kept closed when the garage is not in use.

IX. TRASH COLLECTION.

A. Trash and recycling containers may be set out for collection **after** 5:00 p.m. on the day preceding collection.

B. Trash and recycling containers must be put away as soon as possible and not later than 9:00 p.m. on the day of collection.

C. Owners and residents will be responsible for cleaning up trash spillage from their containers.

D. Trash and recycling containers, when not set out for collection, **must be kept inside the**

garage. Should an Owner desire to store a trash and/or recycling container on the exterior of his or her garage, the Owner must follow the procedure set forth in Article V of the Declaration and submit an application, setting forth the plans and specifications of the proposed Improvement, to the Design Review Board. No Owner shall construct any type of structure, including, but not limited to, any blockade and/or fence in order to store and/or conceal a trash and/or recycling container outside of his or her garage without the prior written consent of the Design Review Board.

E. Trash collection and recycling is provided by Jefferson Township.

X. SIGNS.

No sign of any character shall be erected, posted, or displayed upon any Lot in the Subdivision except:

A. Marketing signs installed by the Developer while marketing Lots for sale by Developer;

B. Street and identification signs installed by the Association or the Developer;

C. One temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale; and

D. For a reasonable period of time before, and not to exceed three (3) days after a public governmental election in which the Owners or residents are permitted to vote, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition of an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition of a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No sign may be posted in or on any portions of the Common Area.

<u>"For Rent" signs are prohibited within the Subdivision.</u>

XI. EXTERIOR ALTERATIONS; IMPROVEMENTS.

<u>No person shall construct any Improvement on any Lot,</u> including without limitation, to alter surfaces of existing Improvements; change paint colors or roofing materials; construct or modify fencing; install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement; change the grade or contour of any Lot; change the material of any driveway; modify the exterior lighting on any Lot; change the mailbox or address marker; construct any porch, deck, patio, gazebo, or pool; modify any landscaping; plant or remove any plants, trees, or shrubs; and install any signs not otherwise permitted herein or by federal law <u>without the prior written consent of the Design Review Board.</u> Owners shall follow the procedure set forth in Article V of the Declaration and submit an exterior improvement application located in the back of this handbook and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

A. Antennas and Satellite Dishes.

1. <u>Antennas.</u> No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained on any Lot except for satellite receiving dishes which shall be subject to the restrictions contained in Section (b) below.

2. <u>Satellite Dishes.</u> Satellite dishes shall not exceed twenty-four (24) inches (one (1) meter) in diameter and must be erected or installed to minimize visibility from the street which the home on the Lot fronts. Placement of satellite dishes should follow the below list in order of the Association's preference:

1st Preference - Backyard
2nd Preference - Back or side of house (below the roofline)
3rd Preference - Above roofline
4th Preference - Front of house or yard

Note that any front of house or front yard installation **must** be screened from view. The Association reserves the right to require that the dish be painted in a color that will blend with the home.

B. Fencing

The Design Review Board shall have the authority to establish standards according to which fencing, and walls may be permitted in the subdivision and must be approved by the Board, in writing, prior to the installation.

1. Fences or walls should be constructed of wood, wrought iron, stone, or brick. Certain styles of aluminum, plastic or vinyl fence may be approved by the Design Review Board, and in no event shall chain link or metal or wire

2. No fence or walls shall be constructed in excess of sixty inches (60") above finished grade, unless a governmental agency exercising jurisdiction over the property on which the fence or wall requires a minimum height in excess of 60".

3. Fences shall be constructed parallel to property lines where possible and shall be located either immediately at the property line or set back no less than three feet from the property line.

C. Flags.

The American Flag may be flown at any time following normal flag protocol. Decorative or seasonal flags, which are in good condition and of an appropriate size (3ft x 5 ft) are permitted. School and team flags may be flown on game day only.

D. Holiday Decorations.

Decorative lighting and/or displays installed on a Lot to celebrate a holiday season shall not be installed more than thirty (30) days prior to the holiday and shall be removed within thirty (30) days following such holiday

E. Hoses/Hose Reels.

Owners' hoses and hose reels must be stored out of sight when not in use and must be stored inside for the winter.

F. Landscape Lighting (Ground Lights).

Exterior lighting shall not shine on any other Lot except the Lot upon which said exterior lighting is located and shall not disturb any adjacent neighbors.

G. Personal Effects.

All personal property such as bicycles, play equipment, etc., must be placed inside the home or garage when not in use.

H. Storage Buildings.

No storage buildings, barns or sheds of any kind are permitted on any Lot without prior written approval of the Design Review Board.

I. Tanks.

No tanks for the storage of propane gas, fuel, oil, or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot, except propane gas grills which are permitted.

J. Yard Lights and Lamp Posts.

All yard lights and lamp posts shall conform to the standards set forth and approved by the Design Review Board. If the yard light or lamp post is damaged, destroyed or deteriorated, then the Owner, at such Owner's expense, shall repair or replace such yard light and/or lamp post with an identical yard light or lamp post, or if unavailable, with another of a like kind, design, pattern and color as the initial yard light and/or initial lamp post.

K. Yard Ornaments.

All yard ornaments must be kept in mulched areas. No trellis or arbor is permitted in front or side beds without prior approval from the Design Review Board.

XII. PROHIBITED ITEMS.

The following items are prohibited within the Subdivision:

(i) Window air conditioners;
(ii) Electric insect killers;
(iii) Laundry poles or lines; and
(iv) Above ground swimming pools (Hot tubs and saunas are not prohibited, but any Owner desiring to install a hot tub and/or sauna on the exterior of their home must receive approval from the Design Review Board prior to installation.)

XIII. SOLICITATION.

Solicitation is not permitted within the Subdivision.

XIV. RENTAL; LEASING.

A. No Lot or part thereof shall be rented or used for transient or hotel purposes, which is defined as:

1. A rental for any period of less than thirty (30) days;

2. A rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or

3. A rental to roomers or boarders, that is, rental to one or more persons of a portion of a Lot only.

B. Any lease agreement shall be in writing; provide that the lease shall be subject in all respects to the provisions of the Declaration, and to these Rules; and provide that the failure by the tenant to comply with the terms of the Declaration and Rules shall be a default under the lease. Prior to the commencement of the term of a lease the Owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

XV. RESIDENTIAL USE.

Except as otherwise specifically provided in the Declaration, no home or any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto. No home may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All homes shall comply with material standards as approved by the local governmental authority for this community and by the Design Review Board.

XVI. BUSINESS USE.

Generally, a homeowner cannot conduct a business out of their home and/or Lot without the prior written approval of the Board. However, "home office" use is permitted, provided that its use does not entail any non-resident employees working in the home and/or on the Lot; generate any traffic or additional parking; require any signage; and is operated in compliance with all laws. Additionally, an Owner or resident may maintain a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence is engaging in a use expressly declared customarily incidental to residential use.

XVII. OFFENSIVE ACTIVITY.

No noxious or offensive trade or activity shall be conducted in any Lot or within any home, nor shall any Lot be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

XVIII. MOVING RESPONSIBILITIES.

If you are moving it is very important to contact the management company to inform them of the new Owner of record. It is the Owner's responsibility to make certain all assessments are current and to cancel their ACH application in writing. It is also the Owner's responsibility to give the Association's Declaration and Code to the new Owners and a copy of these Rules.

XIX. ASSOCIATION ASSESSMENTS AND COLLECTION POLICIES.

A. Obligation.

Each Owner by acceptance of a deed to a Lot agrees to pay to the Annual Assessments, Special Assessments, and Lot Assessments as deemed necessary by the Board. These assessments shall be used to fund, among other things, the maintenance, operation and management of the Association and the Common Property, and to promote and provide for the health, safety and welfare of Owners and residents of the Subdivision.

B. Due Dates; Late Charges.

Association dues are payable to **Waggoner Chase North Homeowners' Association, Inc.** on the first of each quarter and shall be considered late if not received on or before the tenth (10th) day of the month in which the assessment is due. Quarterly invoices will be sent prior to the due date each quarter. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board shall charge interest at a rate of up to 12% per annum, and a quarterly $25 administrative charge. Payments should be sent in by the 1st day of each quarter directly to the management company. Direct pay for Association dues (ACH) is also available through the management company. A form is included within this handbook (Pages 19-20) for your convenience or you may contact the management company directly for additional information and application materials.

C. Returned Checks (NSF).

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

1. Charged back to the individual's account.
2. A handling fee may be charged to that account.
3. Checks will be held until a replacement check has been cleared for payment. **NSF checks will not be re-deposited.**

D. Delinquency Policy On Fees And Assessments.

The Association's general policy for the collection of delinquent assessments shall be as follows:

A per quarter administration collection charge of $25.00 will be assessed to any Owner's account that is delinquent in that quarter. This collections cost will cover the costs associated with attempting to collect the delinquent amounts on behalf of the Association.

Additionally, a 12% annum fee will also be assessed monthly against any Lot that is more than thirty (30) days delinquent in the payment of assessments.

2. Upon sixty (60) days delinquency, a demand letter may be sent to the Owner. The delinquent Owner's account will be charged for fees incurred in the preparation and submission of this letter.

3. Upon ninety (90) days delinquency, a lien may be filed on the Owner's Lot. The delinquent Owner's account will be charged for fees incurred when a lien is filed. The lien may be turned over to a collection agency.

4. The Owner will be sent a final demand letter notifying the Owner that unless the balance is paid in full within thirty (30) days, the Association may commence and fully prosecute any and all available actions against the Lot and/or the Owner(s), including, but not limited to, a foreclosure action.

5. The Association will prosecute delinquent accounts having a balance of $1,200.00 or more.

Notwithstanding the foregoing, the Board, on behalf of the Association, shall have the authority in its sole and absolute discretion to deviate from the foregoing collection policy and take any action permitted under Ohio Law, the Declaration, the Articles, the Code and these Rules.

XX. RULE ENFORCEMENT PROCEDURE AND SANCTIONS FOR VIOLATIONS.

A. Sanctions.

1. **Administrative Enforcement Charges**. Subject to the provisions of the Declaration, the Articles, the Code, and these Rules, and in addition to any other action permitted, the Board may levy a Lot Assessment for a violation of the Declaration, the Articles, the Code, or these Rules. The Association shall send the Owner two warning letters for the violation. Should the owner not bring the violation into compliance, the Board may levy a Lot Assessment of $37.50 for each subsequent occurrence and/or violation. The Lot Assessment shall be added to the Owner's account. The Board may suspend a charge if it determines, in its sole and absolute discretion, that the charge would not be fair under the circumstances. The levying of any Lot Assessment shall not relieve any party of liability for damage that might have resulted from any violation. Unpaid Lot Assessments are subject to the Collection Policies set forth in Section XIX of these Rules.

2. **Suspension of Voting Privileges.** The Board shall suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any charge levied by the Association for more than thirty (30) days.

3. **Legal Action.** The imposition of any other sanction shall not limit the right of the Board at any time to seek and obtain such remedies as may be available by law for such violation.

B. **Hearings.** Prior to the imposition of a Lot Assessment to enforce these Rules (other than with respect to the imposition and collection of utility charges, interest, late charges, returned check charges, court costs, arbitration costs, attorneys' fees and/or the suspension of voting rights for violation of these Rules), the following procedure shall be followed, pursuant to Ohio Revised Code Chapter 5312:

1. The Board or its agent shall give the Owner(s) who allegedly violated these Rules or the Declaration written notice by personal delivery, by certified mail, return receipt requested, or by regular mail of the proposed Lot Assessment. The notice shall be sent ten (10) days prior to the effective date of the Lot Assessment. The written notice shall include:

    a. a statement of the facts giving rise to the proposed Lot Assessment, including a description of the property damaged or of the restriction, rule or regulation allegedly violated;

    b. the amount of the proposed Lot Assessment;

    c. a statement that the Owner has a right to a hearing before the Board to contest the proposed Assessment by delivering to the Board a written notice requesting a hearing within ten (10) days after the Owner receives written notice of the proposed Lot Assessment; and, if applicable; and

    d. a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Lot Assessment.

2. If an Owner fails to timely request a hearing as provided herein, the right to that hearing shall automatically be deemed to have been waived and the Lot Assessment will be immediately imposed.

3. If an Owner timely requests a hearing as provided herein, the Board shall, at least seven (7) days prior to the hearing, provide the Owner with a written notice including the date, time and location of the hearing. The hearing shall be held in executive session of the Board and both the Owner and the Board shall be permitted to present evidence. In the event after such hearing the Board determines to levy the proposed Lot Assessment, the Board shall deliver to the Owner written notice thereof within thirty (30) days of the date of that hearing.

PROPERTY MANAGEMENT COMPANY

SBS Management LLC
4872 Cemetery Road
Hilliard, OH 43026
Tel: (614) 527-7909
Fax: (614) 527-0877
Email: info@sbsmanagementgroup.com
Website: sbspropertymanagement.com

PROPERTY MANAGER

Kellie Walz
Managing Agent

IMPORTANT TELEPHONE NUMBERS

Emergency Police Department	911
Franklin County Police Department	(614) 523-3333
Emergency Fire Department	911
Local Fire Department	(614) 861-3757
Columbia Gas	1-(800)-344-4077
Jefferson Water and Sewer	(614) 864-0740
American Electric Power	1-(800)-672-2231
Jefferson Township Service & Roads	(614) 861-2440
Jefferson Township Trash/ Bulk Pickup	1-(866)-797-9018

APPLICATION FOR EXTERIOR IMPROVEMENTS

If you are interested in completing exterior improvements, please be aware of the guidelines set by your Covenants and Deed Restrictions. For "pre-approval" and acceptance of your proposed improvements, please complete this form and submit to the management company for review. Upon verification that your proposed changes are within the guidelines of your Association, you will be notified, in writing, within 30 days of the receipt of your request at the management office. Your association account balance must be current and in good standing before an improvement will be approved.

1. **Complete all information on this application, along with detailed drawings or literature showing your proposed improvements. Mail this application to:**

   Waggoner Chase North Homeowners Assoc.
   c/o SBS Management
   4872 Cemetery Road
   Hilliard, OH 43026

2. **Approval of application is good for one year from the date it is approved by the Association.**
3. **A Homeowner may, in the future, be required to remove all or part of an improvement for maintenance of a common area if the improvement restricts access to make a repair to common property. The Homeowner will be responsible for any cost incurred to assess that area.**
4. **Submit one application per requested improvement.**

Please describe in detail the proposed improvement.

_____

_____

_____

Please provide location(s) of improvement and drawing showing proposed installation.

_____

_____

(use reverse side for drawing, if needed)

(Please include drawings/pictures of improvements and a copy of the plat showing placement upon the Lot)

Name of Applicant: _____

Property Address: _____

Home Phone: _____ Work Phone: _____

Email: _____ Date of Application: _____

Signature: _____

COMPLAINT FORM

I am notifying the Board about a violation in the rules and regulations, which I have described below. I understand that in response to my claim, you will pursue enforcement of this rule. If the Association needs testimony at any point in the enforcement process, I agree to testify to the facts of my claim, as I have stated them below. I understand this information will remain confidential unless necessary to resolve the issue.

Declaration/Bylaw Restriction or Formal Board Rule violated (Photos of violation welcome)

_____
_____
_____
_____
_____
_____
_____
_____
_____

Dates of violation: _____

If known, who violated the rule or regulation? _____

ADDRESS of VIOLATOR: _____

Can the violation be verified? YES ___ NO ___

If the violation involved an act, did anyone else witness the act? YES___ NO ___

Who else witnessed the violation? _____

Signature of complainant: _____

_____ (printed name)

Address:_____

Home Number: (_____) _____ - _____ Cell Phone: (_____) _____ - _____

Email: _____

Date: _____

I have received and read a copy of the Rules and Regulations and agree to abide by the same.

Submit This Form to:
Waggoner Chase North Homeowners' Assoc.
4872 Cemetery Road, Hilliard, OH 43026
(614) 527-7909 | Fax (614-527-0877
info@sbsmanagementgroup.com

WAGGONER CHASE NORTH HOMEOWNERS' ASSOCIATION
OWNERS INFORMATION QUESTIONNAIRE

(It is mandatory for all condo owners to provide contact information)

I. Owner Information

Owner(s) Names:_____

Unit Address:_____
Will this be your primary residence and mailing address? Yes___ No ___
If you answered no to the above question, please complete the following information:
To what address should we send your mail / correspondence regarding your Condominium Association?
Mailing Address:_____

Home Phone (_____) _____- _____ Cell Phone (_____) _____ - _____

Email Address:_____

Do you have any pets? Yes__ No __ How Many Cats? _____

How Many Dogs? ____ Breeds _____

Automobile #1 Make _____ Model _____ Year _____ License #_____

Automobile #2 Make _____ Model _____Year _____ License #_____

II. Emergency Contact Information
Emergency Contact's Name: _____

Relationship _____ Telephone Number (_____) _____ - _____

III. Employer Information
*This information requested is only intended to provide your Association with names, telephone numbers, addresses and useful information for emergency purposes only.

Employee's Name: _____

Employer Name: _____ Employer's Phone # _____

Employer Address: _____

Employee's Name: _____

Send completed form to: SBS Management, 4872 Cemetery Road, Hilliard, OH 43026
Phone: (614) 527-7909 | Fax: (614) 527-0877
info@sbsmanagementgroup.com | www.sbspropertymanagement.com

WAGGONER CHASE NORTH HOMEOWNERS' ASSOCIATION
TENANT INFORMATION QUESTIONNAIRE

This information will not be shared and is only intended to provide your Association with names, telephone numbers, addresses and useful information for emergency purposes only.
This form may be completed by tenant and reviewed by owner. Owner, please provide condo association guidelines to your tenants. It is required that all tenants comply with the Association's rules.

Today's Date _____ Lease Dates: _____

Unit address _____

Owner(s) Names: _____ _____

Tenant(s) Names: _____ _____

I. Tenant Contact Information

Home Phone # (_____) _____ - _____ Cell Phone # (_____) _____ - _____

Work Phone # (_____) _____ - _____

Email Address _____

II. Resident Information
How many Children (under age 18) will be living in this condo unit? ____

How many Adults besides adults on lease (age 18 or over) will be living in this condo unit? _____

Names of additional adults, not on lease living in condo unit:

_____ _____

Do you have any pets? Yes____ No _____ Cat(s) # _____

Dog (s) - # ____ Breeds _____

Automobile #1 Make _____ Model _____ Year _____ License #_____

Automobile #2 Make _____ Model _____ Year _____ License #_____

III. Tenant Emergency Contact (someone close to you but not living with you)

Name _____

Relationship _____ Telephone Number (_____) _____-_____

Signature of Tenant(s): _____, _____

Please send completed form to: SBS Management, 4872 Cemetery Road, Hilliard OH 43026

LIFE JUST GOT EASIER!

Your homeowner's association, with cooperation of the management company, is PLEASED to announce a service that will allow you to make your quarterly fee without writing a check, without using a bill pay service, without having to log on to an Internet service. And it's offered at no cost to you!

You will no longer have to remember to make a payment. No more asking yourself if you paid your fee on time to avoid a potentially costly late fee. Going on vacation? Have a family emergency and need to have your thoughts on more important things? Become ill and need to simply rest? Now you can forget and not worry about your fee. It can be taken care of for you, automatically on the 5th day of each quarter month.

Those of you who currently use a bill pay service through your bank or Internet provider may ask, **"why should I change services; my service is free too?"** The answer is simple—when you use your bill pay service, your service provider still writes a check and still mails the check to the management company. What happens if your payment does not make it through the US Mail system to the management company—late fees! You say your service is responsible for any late fees which is likely true, but who has the aggravation dealing with the problem—you do. With our system, that will never happen since **all transactions are completed electronically**. *No mail*! Your payment will not get lost.

This is a secure system used every day by millions. It is the exact same system that banks use daily to transfer funds from one bank to another. The same system that businesses use to transfer funds from company to company, company to vendor, and company to investors or banking institutions.

This system is run by the association's bank and managed through the ***Federal Reserve***. The Federal Reserve is responsible for transferring money transactions from, to, and for all private and public institutions and individuals around the world, daily. Yes, it is safe and secure.

If you choose to use this service, your fee will automatically be deducted from the checking or saving account of your choice and be deposited in the homeowner association's bank account at the exact same moment. This will take place on the 5th day of each quarter. If the 5th falls on a holiday or a weekend, the transfer of funds will take place on the next bank business day thereafter. It will NEVER be withdrawn prior the 5th.

It's easy! It's free! It benefits you and your Association! It's safe! It's secure!

Just complete the enclosed authorization form and mail it back to the management company. They will notify you when your first quarterly fee will be automatically deducted from your account and you can stop paying the old-fashioned way and have the work done for you. You can also stop this service any time you wish with a notification in writing via letter or email.

----------APPLICATION----------

AUTOMATIC (ELECTRONIC) CLEARING HOUSE "ACH"

I _____, of _____
(Print name) (Waggoner Chase North Address)

do hereby request and authorize my quarterly association fee of $92.50 to be automatically, electronically drafted

(removed) from my ☐ **checking** / ☐ **saving** account and to be electronically deposited in my

Homeowners Association's account on the fifth (5th) day of each quarter month. I understand that if and when the fifth (5th) day of any given month falls on a holiday or weekend, this transaction will take place the first bank business day thereafter.

The amount of this quarterly transaction will equal to the amount legally dictated by the Homeowners' Association through its Board of Directors, as outlined in the documents of the Association. No other funds are approved or allowed to be transferred by the Association for any other purpose.

I understand my privileges using this system may be revoked if I do not have adequate funds available in my account at the time of transfer.

I also understand I may cancel this service at any time by notifying the management company by letter at:

Waggoner Chase North Homeowners' Assoc.
c/o SBS Management LLC
4631 Northwest Parkway
Hilliard, OH 43026
info@sbsmanagentgroup.com

(If you are having your funds deducted from a checking or money market account)
☐ I have attached a **VOIDED CHECK** (no deposit slips please) from the account I wish my funds to be deducted.

(If you are having your funds deducted from a savings or investment account)
☐ I have attached a **BANK FORM WITH ROUTING AND ACCOUNT #** from the account I wish my funds to be deducted.

☐ **Initial service set up** ☐ **Update service information**

_____ _____
Signed Dated

Return this completed form with your copy or voided check/deposit slip to SBS Management LLC, at the address listed above.