



Homeowner Association, Inc.
Nicholasville, Kentucky

Overview of Association Rules

Refer to rules for complete details

- **Parking (Policy #4)**
 - No Mobile homes, boats, trailers, RV's, etc. parked overnight
 - Overnight parking only in driveways without prior permission from property manager
 - Owner used Commercial vehicles parked in garage
- **Pets (Policy #5)**
 - Two Maximum: Two dogs, or Two cats, or One Dog & One Cat (Shots up to Date)
 - Dogs may not weigh more than 45 lbs.
 - Must be leashed outside & picked up after
- **Swimming Pool (Policy #6)**
 - Unit Owners must accompany guests
 - Swimmers under age of 17 must be supervised by a responsible adult physically capable of rendering aid
 - Typical swimming pool rules for conduct
- **Clubhouse (Policy #7) and Clubhouse Rental (Policy #8)**
 - Unit Owners must accompany guests & persons under age of 18
 - No one age of 18 allowed in the Fitness room and no one under age of 14 allowed to use the fitness equipment
 - Clubhouse may be rented by Unit Owners (**Clubhouse Rental Policy #8**)
- **Architecture (Policy #9)**
 - Changes must be submitted to Board for approval
 - One 20" Satellite Dish may be installed on garage roof in specified location
 - No Exterior Structures, Flag poles, radio or TV towers
- **Home Based Businesses (Policy #10)**
 - Allowed as long as they are unobtrusive to neighbors & community
 - Must apply to Board of Directors for Approval & Permit to operate
 - Restrictions on the hours of operation and the generation of traffic, noise, odors, etc.
 - Must comply with all applicable government regulations
- **Rental Property (Policy #14)**
 - Rental of units is not allowed



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- **Signage & Unit Sales Policy (Policy #15)**
 - No Rental signs, Political signs, or other signs may be displayed
 - One For Sale sign allowed, must be placed in Mulch next to Unit
 - When putting a unit up for sale, contact the managing agent
- **Flay Pole (Policy #16)**
 - Flagpoles may not be installed on the buildings
 - Flagpoles, not to exceed 8ft in height, set are allowed to be set in the ground but may not be set in concrete
 - Flags may be flown at any time, with the exception of the US flag, which falls under the US Flag Code
 - Flags may not be larger than 3ft by 5ft in size
- **Landscaping Rules (Policy #17)**
 - Restrictions on items such as fences, hanging baskets and other landscape fixtures
 - Statuary items should be kept to a minimum and appearance of all statuary needs to be cement or sandstone in color
 - All trees and shrubbery are property of the Crossing at Hager Place Homeowner Association, Inc.
 - Any plantings are responsibility of the homeowner, and the types of planting are restricted according to the policy
- **Administrative Rules**
 - Enforcement Procedure (Policy #11)
 - Assessment Collection(Policy #12)
 - Schedule of Enforcement Penalties (Policy #13)



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Policy Resolution #04-TCAHOHA-03: Parking Rules

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on Parking are hereby adopted by the Board of Directors:

1. Continuous parking of an un-driven vehicle for more than a fourteen (14) consecutive days is prohibited unless prior arrangements have been made and permission granted by the Community Managing Agent. Vehicles in Violation of this rule will be considered "stored" vehicles.
2. Mobile homes, buses, boats, personal watercraft, trucks, trailers of any kind, campers, and all other types of recreational vehicles may not be parked anywhere on the property overnight. Recreational vehicles may be parked in a unit owner's driveway overnight for the purpose of loading or unloading the vehicle prior to or returning from a trip.
3. Commercial vehicles, defined as any vehicle displaying advertising, lights, signage, or placards, are allowed on the property only during the course of performing specific business within the association. Commercial vehicles may not be parked on the property overnight.
4. Unit owners, or occupants, who as a normal course of their profession, drive a commercial vehicle to their place of work from their residence, must park their commercial vehicle out of sight in their garage. If such vehicle does not fit into their garage, the vehicle must be parked off the property.
5. Unit owners, or occupants must park their vehicles in their garage or on their private driveway at all times and must maintain sufficient space in their garage to park a minimum of one vehicle in their garage.
6. Community streets, common driveway entries between buildings and clubhouse parking areas are reserved for guests. No overnight parking of owners or guest cars are allowed in these areas without prior approval of the Managing Agent.
7. No vehicle maintenance can be performed on driveways, common driveways entries between buildings, community streets, and clubhouse parking areas.
8. The owner of the unit responsible for the vehicles in violation of any of these rules will be subject to sanctions as imposed by the Board of Directors.



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Policy Resolution #05-TCAHPHA-03: Pet Ownership Rules

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on Pet Ownership are hereby adopted by the Board of Directors:

1. Ownership and/or housing of pets within Association Property that are typically defined as "Exotic" are prohibited.
2. All pets must be maintained in compliance with all State, County and City Licensing and Health Department Regulations.
3. All Dog and Cat pets must be registered with the Managing Agent. Such registration is to include the name of the pet, the breed, size, the registration license number, and date of last rabies vaccination.
4. No more than a total of two (2) pets per Unit are allowed. This may consist of either two dogs, or two cats, or one dog and one cat.
 - a. Birds, fish, rabbits or other small pets that are housed indoors at all times are not subject to the two pet limit, except that the number of these pets cannot be large enough to adversely impact the living conditions within the Unit owners Unit or adjacent Units.
5. Dogs cannot exceed 45 lbs in weight and must be of a breed typically referred to as a small or medium breed. Breeds typically referred to as aggressive breeds, or breeds restricted by any governmental agency with local jurisdiction are not allowed.
6. Pets outside of the residence must be leashed at all times.
7. Pets of Guests brought onto the property must also comply with the Pet rules.
8. Dogs that are temporarily outside of units which are barking excessively (more than five minutes) must be brought inside residences and quieted immediately.
 - a. Dogs that bark excessively (more than five minutes) and loud enough to adversely the living conditions of adjacent Units are subject to the complaint process.
9. Pets are not allowed in the Clubhouse Facility or Fenced Pool Area at anytime. Pets are not to be left tied or chained outside of the Clubhouse or Pool Area for more than Five Minutes.
10. Unit Owners or guests must pick up immediately after their pets.
11. Unit Owners are responsible for any and all damage to the common, or limited common elements done by their pet(s).



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12. Kennels, doghouses, cat/rabbit habitats, dog runs, chain stakes, or cages of any type, may not be placed inside of patio areas or outside of units on common property.
13. Intentional breeding of animals is prohibited. Offspring of unintentional breeding of dogs and/or cats in excess of the two pet limit must be permanently removed from the property within sixty (60) days of the date of their birth.
14. Service Animals are allowed within the Association, Clubhouse Facility and Fenced Pool Area and are exempt from the size and breed restrictions. "Service Animal," for the purpose of these rules, shall mean any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.
15. If within a twelve month period, animals of pet owners deemed guilty of three offenses of not picking up after their pet, and/or animals deemed guilty of three nuisance offenses must be permanently removed from the property within fourteen days of the third offense. Nuisance offenses include excessive noise, aggressive behavior, running unleashed on the property.
16. The owner of the unit responsible for the pets in violation of any of these rules will be subject to sanctions as imposed by the Board of Directors.



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Policy Resolution #6-TCAHPHA-03: Swimming Pool Rules

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on use of the Swimming Pool and Fenced Pool Area are hereby adopted by the Board of Directors:

1. Unit owners in Good Standing, their residents, and Guests are allowed to use the Pool Facilities. UNIT OWNERS MUST OBTAIN APPROVAL FROM THE BOARD CHAIR MAN OR THE PROPERTY MANAGER BEFORE INVITING MORE THAN FOUR (4) GUEST PER EVENT AND SHALL INSURE THEIR GUEST(S) DO NOT INTERFERE WITH OTHERS USING THE POOL. Unit owners must accompany their guest(s) and guest(s) using the Pool Facilities without Unit Owner present will be asked to leave.
2. Pool operating hours shall be from 8 AM until three (3) hours after sunset.
3. Persons must shower before entering the swimming pool.
4. No food, drink, soap, tobacco, or street shoes are allowed within three (3) feet of the pool's edge.
5. Glass plates and containers of any kind are prohibited from inside of the Fenced Pool Area.
6. Running on the pool deck, diving into the pool, spitting, spouting of water, or rough behavior in the pool is not allowed.
7. By Health Department requirements, during the heating season the water temperature shall be maintained at no more than 86 degrees.
8. No person may enter the swimming pool and swim alone and no person under the age of sixteen (16) years of age shall swim without a responsible person of seventeen (17) years of age or older actively watching the swimmers. THE PERSON RESPONSIBLE MUST REMAIN IN THE IMMEDIATE SWIMMING POOL AREA, AND MUST BE CAPABLE OF RENDERING AID IF REQUIRED.
9. Children not toilet trained or in diapers are prohibited from being in the pool without wearing rubber or leak-proof underwear suitable for swimming.
10. Anyone with a contagious disease, or infectious conditions as colds, fever, ringworm, foot infections, skin lesions, carbuncles, boils, inflamed eyes, ear discharges, or any other condition which has the appearance of being infectious is not allowed in the swimming pool.
11. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages are not permitted in the swimming pool.
12. Persons exhibiting drunk, and/or disorderly behavior, using profanity, slurs, or other types of non-acceptable language, or exhibiting any form of threatening, aggressive or abusive behavior will be asked to immediately leave the premises. Failure by the offending unit owner or the unit owner's offending guest to immediately and safely leave the premises may result in the suspension of the unit owner's privileges to use the pool facilities.
13. Unit Owners in Good Standing are defined as those Unit Owners whose financial obligations to the Association are current or not more than thirty (30) days in arrears.
14. The owner of the unit responsible for the violation of any of these rules will be subject to sanctions as imposed by the Board of Directors.



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Policy Resolution #7-TCAHPHA-03: Clubhouse Facility Rules

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on use of the Clubhouse are hereby adopted by the Board of Directors:

1. The Clubhouse Facility is a NON-SMOKING FACILITY that is open for use by Unit Owners in Good Standing and their Guests unless the clubhouse has been previously reserved by other Unit Owners. No one under eighteen (18) years of age is allowed to be in the Clubhouse Facility without the Unit Owner present (this includes just being in the room to watch the television).
2. Unit Owners are responsible for their guests at all times. Guests using the Clubhouse or Fitness Room without the Unit Owner present at the Clubhouse will be asked to leave the Clubhouse.
3. Clubhouse facilities are to be treated with the same consideration as a person's own living room:
 - a. No wet bathing suits are allowed in the Clubhouse Facility.
 - b. No loud or boisterous behavior, running or yelling.
 - c. No playing of excessively loud music or the television.
 - d. The kitchen, tables or other areas must be cleaned up after use.
 - e. Adults and children should not put feet up on the furniture, and children should not eat food or drink beverages on the sofas or other upholstered furniture.
 - f. All Clubhouse equipment and furniture must remain inside the Clubhouse.
4. Fitness Room Rules
 - a. No one under eighteen (18) years of age is allowed to be in the Fitness Room without the Unit Owner present (this includes just being in the room to watch the television).
 - b. No one under fourteen (14) years of age is allowed to use the fitness equipment without the active, direct supervision of a responsible person. Such responsible person must be knowledgeable in the correct operation of the fitness equipment.
 - c. In the event of an excess demand to use the fitness equipment, persons under fourteen (14) years of age, must stop their use of the equipment and make them available to adult unit owners and/or their adult guests waiting to use the fitness equipment.
 - d. At the end of a Fitness Session, the person using the room shall turn off all electrical equipment, close any open windows, turn the lights off and close the door.
 - e. The Fitness Room door should be closed if the television is played at a volume high enough to disturb other people using the clubhouse facility.
5. Persons exhibiting drunk, and/or disorderly behavior, using profanity, slurs, or other types of non-acceptable language, or exhibiting any form of threatening, aggressive or abusive behavior will be asked to immediately leave the premises. Failure by the offending unit owner or the unit owner's offending guest to immediately and safely leave the premises may result in the suspension of the unit owner's privileges to use the Clubhouse Facilities.



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6. With the exception of "Service Animals" (as defined in the Pet Ownership Policy), no pets or other animals are allowed in the Clubhouse Facility at any time.
7. Unit Owners in Good Standing are permitted to rent the clubhouse and the rental use shall be covered under the Clubhouse Rental Rules Policy
8. The owner of the unit responsible for the violation of any of these rules will be subject to sanctions as imposed by the Board of Directors.



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Policy Resolution # 08-TCAHPHA-03: Clubhouse Rental Rules

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on use of the Clubhouse are hereby adopted by the Board of Directors:

1. The Clubhouse Facility may be rented by Unit Owners in Good Standing by signing up for the facility on the sign-up Clubhouse Reservation Calendar managed by the Social Committee. Reservations are subject to the following guidelines and restrictions:
 - a. The Clubhouse is not to be reserved for business meetings of any outside organization or presentation to the residents unless such meetings are specifically sponsored by The Crossing at Hager Place Homeowners Association, Inc.
 - b. Unit Owners may host private parties focused on selling items like Tupperware, clothing, cookware, etc. to the residents and invited guests.
 - c. Unit Owners may make advance reservations for the Clubhouse for Weekend Nights (Defined as Friday, Saturday, or Sunday) no more than THREE (3) times per year.
 - d. A Unit Owner may reserve the Clubhouse for a Weekend Night within 24 hours of the date to be reserved without the reservation counting against their Weekend Reservation Total (based on availability).
 - e. There is no limit to the number of times a unit owner may make advanced reservations for use of the Clubhouse on weekdays (Monday through Thursday).
 - f. Guest attending Clubhouse rental events are not permitted to use either the Fitness Room or Swimming Pool.
 - g. To permit the possibility of accommodating multiple reservations on the same day, advance reservations need to include the hours the clubhouse will be reserved by the unit owner. (Please allow at least two (2) hours between reservations to allow first Unit Owner to carry out their required post event clean-up)
 - h. Events are NOT to be booked for residents under the age of 21 and Unit Owners must be present when hosting an event.
 - i. Clubhouse rental events for groups of more than fifty (50) guests must first receive permission from the Social Committee.
2. Rental Fees
 - a. RENTAL FEES ARE POSTED IN THE CLUBHOUSE
 - b. The Rental fee is required to be paid at the time the Reservation is made. The Rental fee is non-refundable (no exceptions except as provided in paragraph C below).
 - c. Unit Owners canceling advanced reservations for Weekend Rentals less than seven (7) calendar days prior to their reservation date will forfeit their Rental Fee unless the clubhouse is subsequently rented to another Unit Owner for the date cancelled.
 - d.
 - e.



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- f. Checks are to be made payable to: The Crossing at Hager Place Homeowners Association and are to be given to the Social Committee representative who will record the reservation on the schedule and forward the reservation form and check to the managing agent.
 - g. In signing the Clubhouse reservation form, the Unit Owner agrees that the Association may charge their homeowner account the Security Deposit, should damage be identified to the clubhouse or its contents as noted on the Clubhouse inspection form. The completed inspection form (signed by both the Social Committee Member and the Unit Owner) is to be forwarded to the Managing Agent after the rental is complete.
3. The Renting Unit Owner accepts full responsibility for damage to the Clubhouse, the loss or damage articles in the Clubhouse, and the theft or damage to any common property caused by guest attending the event. Renting Unit Owners must bring and use their own supplies for their rental; all supplies in the Clubhouse kitchen are for the use of those groups of Unit Owners who purchase the supplies.
4. In the event the Renting Unit Owner serves Alcoholic Beverages, the Renting Unit Owner agrees to serve such alcoholic beverages in accordance with all Federal, State and Local laws and Ordinances.
 - a. The Renting Unit Owner accepts full responsibility for any and all actions that may result from the availability of alcohol at the event and shall take all responsible precautions to avoid having guests becoming intoxicated.
 - b. Persons exhibiting drunk, and/or disorderly behavior, using profanity, slurs, or other types of non-acceptable language, or exhibiting any form of threatening, aggressive or abusive behavior will be asked to immediately leave the premises. Failure by the offending unit owner or the unit owner's offending guest to immediately and safely leave the premises may result in the suspension of the Unit owner's privileges to use the Clubhouse Facilities.
 - c. The Crossing at Hager Place Homeowners Association, Inc. assumes no responsibility or liability for the serving of alcoholic beverages at private events in the Clubhouse.
5. Unit Owners in Good Standing are defined as those Unit Owners whose financial obligations to the Association are current or no more than thirty (30) days in arrears.
6. The Social Committee is empowered and authorized to develop and maintain the Clubhouse Reservation Form and Rental Agreement that incorporates the current Clubhouse Facility and Clubhouse Rental Policies.
7. The owner of the unit responsible for the violation of any of these rules will be subject to sanctions as imposed by the Board of Directors.



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Policy Resolution #09-TCAHPHA-03: Architectural Standards & Rules

WHEREAS, Section I, Paragraphs 1 through 4 of the Association's Master Deed and Declaration of Condominium Property Regime require the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. to administer the regime and substantially repair, maintain, and keep all Common Elements of the Regime, and keep all Limited Common Elements in a clean and sanitary condition and substantially repair, maintain and keep them in good order and condition...

WHEREAS, in conducting the Association's business, the Board of Directors of the Crossing at Hager Place Homeowners Association, Inc. desires to maintain the esthetic appearance and architectural harmony of the Association's property...

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following Architectural Standards and Rules are hereby adopted by the Board of Directors:

1. Trash cans are to be stored in the unit owner's garage at all times except for the day of collection. Trash cans should not be placed curbside prior to 4 PM the day before collection and should be returned inside the unit owner's garage by 6 PM the day of trash pickup.
2. With the exception of units with patios, all outdoor furniture, benches, birdbaths, statues, arbors, trellises, or other types of landscaping ornaments, cannot be placed on the exterior of a unit without first receiving permission from the Association by submitting an Architectural Variance Application (Exhibit A). Units with patios may place these items within the confines of patio without prior permission.
3. Unit owners may not install any type of rocks, decking, gravel or other surface materials outside of their unit on Common Property for the purpose of building an outdoor sitting area or expanding and existing patio.
4. Unit owners cannot erect or cause to be erected any outdoor structures either on Common or Limited Common Elements, including but not limited to:
 - a. Dog houses, dog runs or kennels, or cat/rabbit habitats or cages of any kind
 - b. Storage sheds or shelters, car ports or other protective shells, of a portable, semi-permanent or permanent nature
 - c. Swing sets, climbing towers or playground equipment of any type or kind
 - d. Screened, Three Season or Patio Rooms, Patio Roofs, or erect Tents
 - e. Ham, Short-wave Radio, or Television Antennas or Towers, or Flagpoles
5. Unit owners cannot install or cause to be installed the following:
 - a. Skylights of any type
 - b. Power attic vents and/or fans, or any other type of additional roof vents



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- c. Additional or modified windows or doors
 - d. Individual room air conditioners
6. Unit Owners desiring to modify any interior wall or ceiling of their unit or modify any electrical wiring or plumbing within their unit is required to first obtain permission from the Association by submitting and Architectural Improvement/Variance Application (Exhibit A).
7. Unit Owners desiring to add, attach, change, delete or modify anything to or from the exterior of their unit is required to first obtain permission from the Association by submitting and Architectural Improvement/Variance Application (Exhibit A). Items which may be added with approval of the Architectural Review Committee include:
- a. Satellite dish (one 18" diameter dish per unit), installed in accordance with the Association's Satellite Dish Installation Standards. The installation of a second satellite dish on the same roof mounted mast will be approved on a case-by-case basis.
 - b. Storm Doors of an approved style and color defined by the Association
 - c. Addition of wood gates to existing patio fences
 - d. Wood Lanais, Pergolas or Retractable Patio Awnings of an approved style, color, and material defined by the Association
8. The unit owner installing a approved item is responsible for the cost of the item, installation cost, and the ongoing maintenance cost of the item. Unit owner at their cost shall remove any item that is not properly maintained, becomes unsightly, becomes unsafe, or requires replacement, within fourteen (14) days of receiving notice from the Association.
9. Unit Owners whose proposed projects are disapproved by the Architecture Review Committee may appeal the ruling to the Board of Directors at a regularly scheduled Board Meeting.
10. Unit Owners may attach Holiday Decoration to the exterior of their residence. Decorations should be attached safely and without causing damage to the exterior of the building. Decorations cannot be mounted on the roof and any lights hung from gutters must be attached with plastic clips specifically designed for that purpose. Decorations should be tasteful, not excessive and may not disturb immediate neighbors. Decorations should not be displayed prior to the first Saturday after Thanksgiving and must be removed no later than the first Saturday following New Year's Day. Lawn Displays are discouraged and need the prior approval of the Managing Agent. Decorations for other Holidays may be displayed for a period not to exceed one week in advance of and one week after the Holiday date.
11. Unit owners responsible for violation of any of these Architectural Standards and Rules will be at a minimum required to correct the violation and/or reimburse the Association for the cost of correcting the violation and may be subject to other sanctions as imposed by the Board of Directors.

Exhibit A

The Crossings at Hager Place Homeowner Association, Inc. Architectural Improvement/Variance Application

This application form should be submitted for any construction or addition to the exterior of your building or grounds. Please refer to the Architectural Standards and Rules Policy prior to submittal. If you are doubt about your particular project, contact any member of the Architectural Review Committee or the Managing Agent (859) 492-6775.

The objective of requiring a unit owner to file an Architectural Improvement/Variance Application is to ensure that your proposed project conforms to the Association's Declaration and Architectural Standards, enhances the beauty of the community, maintains the architectural harmony of the community and in no way inconveniences your fellow residents. It also enables the Review Committee to determine what information and assistance it can provide in order to expedite completion of your planned improvement.

Name _____
Address _____
Phone (H) _____ (W) _____ (Cell) _____

Proposed Project Description

Type and Nature of the Improvement/Variance _____

Location of the Improvement/Variance _____

Approximate Dimensions _____

Material _____ Color _____

Approximate Cost _____ Contractor _____

An engineered drawing of all improvements must be submitted and attached to this application to show the exact location and dimensions.

I understand the Architectural Standards and Rules concerning this proposed project. This project in no way encroaches on a neighbor's property. I agree to abide by the Architectural Standards and Rules adopted by the Board of Directors and will be solely liable for the initial cost and maintenance cost of this proposed project.

Unit Owner Signature

Date

FOR COMMITTEE USE ONLY:

Date Application Received _____ Received By: _____

Date Approved _____ Date Disapproved _____ Date Returned for Modification: _____

Construction Inspected and Approved: Date: _____ Inspected By: _____

Please submit this application and attachments to:

**Community Management Associates
157 Prosperous Place, Suite 2A
Lexington, KY 40509-1841**



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Policy Resolution #10-TCAHPHA-03: Home-based Business Rules

WHEREAS, Section G, Paragraphs 1 through 3 of the Association's Master Deed and Declaration of Condominium Property Regime restricts the use of units... The unit shall be used only for residential purposes... subject to any Regime rules which may be adopted from time to time by the Board of Administration of the Council (Board of Directors) as to the use and appearance of the Units and the Limited and General Common Elements...

WHEREAS, Section N, of the Association's Master Deed and Declaration of Condominium Property Regime authorizes and empowers the Board of Directors to manage all aspects of the association's insurance matters, and sub-paragraph 1 states..."The Unit owners shall obtain insurance coverage at their own expense...and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Unit owner's Unit, or in another in the Regime or upon the Common Elements resulting from the negligence of the insured Unit owner, in such amounts as shall from time to time be determined by the Board...

WHEREAS, in conducting the Association's business, the Board of Directors generally understands that the state of the economy combined with the current computer and communication technology creates an environment conducive to a unit owner's ability to engage in home based business activities. The Board of Directors desires to maintain the esthetic appearance and harmony of the Association's property while enabling unit owners to engage in a wide variety of non-disruptive home-based business activity and...

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on operating a Home-based Business (HBB) are hereby adopted by the Board of Directors:

1. Deeded Unit Owners desiring to operate a Home-based Business must first obtain permission from the Association by submitting an Application to Operate a Home-based Business (Exhibit B) to the Board of Directors. Only Deeded Unit Owners and/or their immediate family in Good Standing are allowed to submit an application. The definition of immediate family includes the Deeded Unit Owner's Parents, Children, and Grandchildren.
2. Any business or activity containing or producing the following characteristics are prohibited:
 - a. Activities that must have an operating license, typically operate out of a commercially zoned location, or are typically operated as a Store-front Retail Businesses.
 - b. Activities that result in any of the following environmental disruptions:
 - i. Use, create, or give-off any material or chemical that is defined or classified as a controlled or hazardous substance
 - ii. Produce excessive noise (defined as noise levels 15% greater than levels typically found in the Association's residential neighborhood) or vibrations that can be heard or felt within adjacent Units or externally within 100 feet of the Unit



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- iii. Create or produce odors that permeate into adjacent Units or can be smelled externally within 100 feet of the Unit.
 - iv. Create or produce flashing, bright, or steady lights visible external to the Unit.
 - v. Create an amount of trash or refuse greater than the amount of trash or refuse typically associated with a residential two-bedroom home.
3. Activities that require the following are prohibited:
- a. Significant modifications of the interior of a Unit or building
 - b. Installation of commercial grade equipment in significant quantities as to limit use of the Unit as a residence
 - c. Any activity or installation of equipment that expands the Association's Insurance Risk
 - d. Installation of heavy shop equipment including but not limited to: welders, presses, saw, lifts, kilns, and furnaces
4. Activities that result in Commercial Vehicle traffic within the Association Property averaging more than four (4) transportation trips per day to the Unit are prohibited (i.e., where the Unit is the destination of the Commercial Vehicle). Activities that normally result in additional Commercial Vehicle traffic within the Association Property on Saturdays and Sundays are prohibited. These trip limit restrictions include commercial vehicles operated by, or on the behalf of, the Unit Owner. All Commercial Vehicle activity must conform to the Parking Rules Policy.
5. Businesses that require a Professional License are allowed provided they meet and operate with the rules contained in this policy.
6. Appointment based business activities that require customers to enter the property and come to a Unit to obtain or receive products or services must operate within the following restrictions and limitations:
- a. No regularly scheduled appointments on Saturdays and Sundays
 - b. No regularly scheduled appointments before 9 AM or after 6 PM weekdays
 - c. Not average more than three (3) appointments per day nor exceed a maximum of five (5) appointments in a given day.
7. The Board of Directors will adhere to the following process in reviewing an application to Operate a Home-based Business:
- a. The Application is received by the Managing Agent and performs an initial review with the Board President.
 - b. If the proposed activity is not explicitly prohibited by this policy, the President will direct the Managing Agent to post a "Notice of the Proposed Application Review" in the clubhouse and if applicable, the community website and add the Application Review to the next regular board meeting agenda. The purpose of this notice is to solicit community input on the proposed business application.
 - c. At the Board President's discretion, the President can direct the Managing Agent to schedule a separate Application Fact Finding Hearing to be held prior to next regular Board Meeting. The earliest a separate Fact Finding Hearing can be scheduled is the fifteenth (15th) day after the Application Notice is published to the community. A Board Member must chair the Fact Finding Hearing and the Unit Owner bringing forward the application will present and overview of the proposed business and answer questions brought forward by the attendees.
-



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- d. When the Application Agenda Item is heard during the Board Meeting, the Board member who chaired the Fact Finding Hearing will present a synopsis of the hearing and the Board of Directors will review the application. The Board may table action on an application one time, but they must either approve or deny the application no later than the second regular Board meeting after the date of receipt of the Application.
 8. The appeal process to be followed is:
 - a. Both the Board President and the Unit Owner Applicant prepare a synopsis of their point of view. Each synopsis is not to exceed $\frac{1}{2}$ of an 8 $\frac{1}{2}$ by 11 inch typed page with three quarter of inch margins on all sides, single spaced, using 12 point type size.
 - b. The Managing Agent will prepare a paper ballot complete with voting instructions and attached the position paper and then cause the ballot to be delivered, either in person or by mail, to all Unit Owners in Good Standing.
 - c. Ballots will be due back to the Managing Agent within two weeks of the mailing date.
 - d. Within three days of the return date deadline, the Managing Agent will tally the votes under the supervision of two volunteer homeowners and notify the Unit owner applicant and the Board Members of the Vote Results, and post the results in the Clubhouse.
 - e. For the Board's Decision to be over turned by a Member Vote, a minimum of 25% of total eligible unit owners must return a vote to the Managing Agent and a simple majority of the ballots returned must vote in favor of the Application.
 - i. If the 25% of eligible votes is not returned the original Board's denial decision remains in effect.
 - ii. If the 25% of eligible votes criteria is achieved and the Applicant fails to receive a majority of the votes returned, the original Board's denial decision remains in effect.
 - iii. Should a Member Vote appeal be successful, the minutes of the next Board meeting will reflect the results of the Member Vote, and the copy of the Application marked Approved will be returned to the Unit Owner Applicant.
 9. Unit Owners in Good Standing are defined as those Unit Owners whose financial obligations to the Association are current or no more than thirty (30) days in arrears.
 10. Upon Approval of an application, the Unit owner will be required to provide the following Documentation Items prior to commencing the business activities:
 - a. A signed General Release (Exhibit C) releasing the Association of all liability related to the business activity
 - b. A Certificate of Insurance of a type and of limits as required by the Board of Directors on a case-by-case basis based on the type of approved business activity
 - i. Insurance required will include a combination of General Liability, Property, Worker's Compensation, and Auto Liability.
 - ii. An approved Conditional Use Permit issued by the City of Nicholasville, KY.
 11. Unit Owners of Approved Business Applications must adhere to the following:
 - a. No signs, displays, or other type of advertising may be posted in the Unit's windows or on the exterior of the Unit or Building.
 - b. No signs may be posted anywhere on Association Property or posted within 200 feet of the entrance of the Association.
-



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- c. Must operate their business within the regulations of all governmental agencies with jurisdiction.
 - d. The developer is exempted from these signage restrictions.
12. All approved Home-based businesses and activities are subject to periodic review by the Board of Directors. Unit Owners who have not maintained their account in Good Standing will have their permit revoked. Approved businesses failing to operate within and in compliance with the Association's governing documents and rules will be required to either; cease and desist those activity/activities in violation of the rules, cease operating the business, or relocate the business to a location off the Association Property.
- a. The period reviews conducted under this paragraph will follow the "Rules Enforcement Procedure" as defined in the Rules Enforcement Policy as adopted by the Board of Directors with the following exceptions:
 - i. Paragraph A: Rather than receive a complaint, The Board of Directors will direct the Managing Agent to initiate a Permit Review.
 - ii. Paragraph B: The Managing Agent along with a Board Member appointed by the President will conduct a business review with the Unit owner operating the business.
 - 1. If the Unit owner has not been deemed guilty of more than two complaints related to the business activity within the past twelve months and the review identifies no violations, the board member will enter into the minutes a motion that "No action is required on the Unit Owner's HBB Permit."
 - 2. If the review indicates that the business is operating in violation of the Association's Governing Documents and Rules, The Managing Agent will initiate the formal Rules Enforcement Procedure by sending a "Cease and Desist" Notice.
13. Definition of "Place of Business": Any bona fide office (other than a mere statutory office), factory, warehouse, garage, or other space which is occupied and/or used by the licensee in carrying on any business activity, individually or through one (1) or more employees regularly in attendance.
14. All decisions of the Board of Directors related to the Application Review process, results of an Appeal Member Votes, results of a Complaint Action or a Periodic Permit Review are binding on the Unit Owner and the Unit Owner will be subject to sanctions as imposed by the Board of Directors.
15. Unit Owners engaging in business activities within the Association Property or operating Home-based business without a Board approved Home-based Business Application will be subject to an "Enforcement Charge of \$50.00 per day and other sanctions as imposed by the Board of Directors.
-

Exhibit B

The Crossings at Hager Place Homeowner Association, Inc. **Home-based Business Application**

This application form must be submitted for any type of business activity a Deeded Unit Owner or immediate family member desires to perform from his residence. Please refer to the Home-based Business Rules Policy prior to submittal. If you are doubt about your particular proposed activity, contact any Board member or the Managing Agent (859) 492-6775.

The objective of requiring a Deeded Unit Owner to file an Home-based Business Application is to ensure that your proposed business activity conforms to the Association's Declaration, By-laws, and Rules, maintains the residential harmony of the community, and in no way inconveniences your fellow residents. It also enables the Board of Directors to better manage the association for the benefit of the unit owners and the community at large.

Name _____
Address _____
Phone (H) _____ (W) _____ (Cell) _____

Proposed Business Activity

Type and Nature of the Business Activity _____

Describe how this Business Activity may benefit the community _____

Describe how this Business Activity may negatively impact the community _____

A short business plan describing the first three years of the proposed business activity must be attached to this application.

I understand the Home-based Business Rules concerning this proposed business activity. This activity in no way encroaches on a neighbor's property or privacy. I agree to abide by the Home-based Business Rules Policy adopted by the Board of Directors and agree to abide by the resulting decision and the appeal process. (if applicable).

Deeded Unit Owner Signature _____

Printed Name _____

Date _____

FOR COMMITTEE USE ONLY:

Date Application Received _____ Received By: _____
Date Approved _____ Date Disapproved _____ Date Returned for Modification: _____

Please submit this application and attachments to:

Community Management Associates
157 Prosperous Place, Suite 2A
Lexington, KY 40509-1841

Exhibit C

The Crossings at Hager Place Homeowner Association, Inc.

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for receiving the Home-based Business (HBB) Permit Number _____ approved by The Crossings at Hager Place Homeowner Association, Inc. (TCAHPHA), to engage in the business activity referred to as [Insert Business Name] and described in the attached HBB Permit Application Number _____, I agree to the following:

1. I agree to observe, obey, and comply with all of the governing documents of TCAHPHA, and further agree to follow any oral instructions or directions given by TCAHPHA, or the employees, representatives or agents of TCAHPHA.
2. I recognize that there are certain inherent risks associated with the business activity described in HBB Permit Application Number _____, and I assume full responsibility for personal injury to myself, family members, other residents and members TCAHPHA and their guests, of and further release and discharge TCAHPHA for injury, loss or damage arising out the activities of [Insert Business Name], or presence of [Insert Business Name] upon the property and facilities of TCAHPHA, whether caused by the fault of myself, my family, employees, agents of [Insert Business Name] or other third parties associated with the activities of [Insert Business Name].
3. I agree to indemnify and defend TCAHPHA against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise out the activities of [Insert Business Name], or presence of [Insert Business Name] upon the property and facilities of TCAHPHA.
4. I agree to pay for all damages to the facilities of TCAHPHA resulting from any negligent, reckless, or willful actions of myself, my family, employees, agents of [Insert Business Name] or other third parties associated with the activities of [Insert Business Name].
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Kentucky law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS

Dated: _____

Signature: _____

Participant: Type/Print Deeded Unit Owner Name

Address: Insert Unit # Churchill Crossing, Nicholasville, Kentucky 40356



Homeowner Association, Inc.
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Policy Resolution #11-TCAHPHA-03: Rules of Enforcement Procedure

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infractions thereof...

LET IT BE RESOLVED THAT the following Due Process Procedure for Rules Enforcement is hereby adopted by the Board of Directors:

- A) To begin the rules enforcement process, a unit owner must state in writing to the Board of Directors any rule violation they wish to complain about.
 - 1) The letter is to be sent to the Managing Agent who will receive the letter on behalf of the Board of Directors.
 - 2) The person making the complaint must be identified in the letter.
 - 3) The letter must state specific details including the date and approximate time of the violation and a brief description of the violation.
 - 4) The person making the complaint will be called to testify at all hearings.
 - 5) Committees, as well as groups of owners or residents, may also bring forward complaints.
- B) Upon receipt of the alleged rule violation complaint letter, the Managing Agent will send to the alleged violator (and/or Unit Owner in the case of an occupant violator), a "Cease and Desist" Warning Notice containing:
 - 1) The action required to end the violation
 - 2) Specifying a deadline for compliance
 - 3) Describing the associated "Enforcement Charge" and/or penalty should the violation persist after the cure deadline.
 - 4) Copies of the "Cease and Desist" Warning Notice are to be sent to the Rules Committee and the person making the complaint.
- C) Should the violation persist past a five-day grace period after the deadline, the Managing Agent will send the alleged violator a "Violation Notice" which will impose the penalty and/or "Enforcement Charge" and include:
 - 1) A statement describing the alleged violator's right to a hearing to discuss the complaint and to possibly obtain a waiver and/or dismissal of the "Enforcement Charge" and/or penalty.
 - 2) If the alleged violator does not exercise their right and request a hearing within ten (10) days of receipt of the "Violation Notice," the alleged violator is expected to accept the "Enforcement Charge" and/or penalty.
 - 3) Copies of the "Violation Notice" are sent to the Rules Committee and the person making the complaint (and/or Unit Owner in the case of an occupant violator).
- D) If the alleged violator requests a hearing or if the alleged violator does not fulfill the penalty and/or continues with the rule violation, the Managing Agent will schedule a fact-finding hearing with the person making the complaint, and the Rules Committee. Should the violator fail to appear at the hearing, a default hearing will be held in the violator's absence. After the hearing, the Rules Committee shall meet in Executive Session and make their ruling decision.



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- E) A "Decision Notice" Letter is sent by the Managing Agent to the Violator (and/or Unit Owner in the case of an occupant violator) and the Board of Directors. The "Decision Notice" explains:
- 1) The "Enforcement Charge" and/or penalty imposed on the violator.
 - 2) Describes the standard collection action that includes filing a lien on the unit for non-payment of the "Enforcement Charge" and, ultimately, foreclosure, if necessary.
 - 3) Explains an appeal process, where the violator can request within ten (10) calendar days of the receipt of the "Decision Notice" an appeal Review with the Board of Directors.
- F) If the alleged violator requests an Appeal Review the Managing Agent will schedule the Appeal Review at a meeting of the Board of Directors. Should the violator fail to appear at the Appeal Review, a default Appeal Review will be held in the violator's absence. After the Appeal Review, the Board of Directors shall meet in Executive Session and make their decision.
- 1) The Managing Agent will send to the violator (and/or Unit Owner in the case of an occupant violator) a certified letter with return receipt informing the violator of the Board of Director's final decision.
 - 2) All decisions by the Board of Directors based on the Rules Enforcement Process and the Appeal Review are binding on the violator (and/or Unit Owner in the case of an occupant violator).



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Policy Resolution #12-TCAHPHA-03: Collection Policy and Rules

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following Collection Policy and Rules are hereby adopted by the Board of Directors:

1. The Managing Agent is authorized to enforce the Collection Policy and Rules.
2. All Assessment, "Enforcement Charges," and any other financial charges that may be levied against a Unit, Unit Owner, or occupants of a Unit, shall be due and payable on the First of the Calendar Month.
 - a. The Association is not required to, and will not, send any type of invoice or notice to the Unit Owner for a financial obligation to be payable to the Association.
 - b. A Unit Owner's account will be charged \$25.00 for any check, electronic check, or other electronic payment returned to the Association for refused payment. The Managing Agent will notify of the Unit Owner that this charge has been levied against their account.
 - c. The Managing Agent will periodically post and send payment remittance instructions to Unit Owners.
3. Unit Owners in Good Standing are defined as those Unit Owners whose financial obligations to the Association are current or no more than thirty (30) days in arrears.
 - a. Regardless of a Unit Owner's past payment history or, any unit owner whose account is current or no more than thirty (30) days in arrears shall be considered in "Good Standing" and therefore eligible to cast their vote as a member, use the Swimming Pool, and Clubhouse Facilities, and enjoy any other privileges afforded to Unit Owners in Good Standing.
4. The Collection Process is defined as:
 - a. Fifteen (15) days after the payment due date (defined as "Grace Period") a "Late Charge" will be charged against the account.
 - i. The "Standard Administrative Late Charge" is set at \$15.00
 - ii. A Late Charge will be applied to every month the payments are not received prior to the end of the Grace Period.
 - b. Five (5) days after the Grace Period, the Unit Owner will be sent via regular mail "**Collection Letter #1**" informing the Unit Owner that:
 - i. A late charge has been levied against the account
 - ii. If the account is not brought to a current status by the end of the calendar month the Unit Owner will lose their "Good Standing" status and the privileges associated with that status.
 1. The Unit Owner's name will be added to the Published Delinquent Account list published in all communication vehicles (Newsletters and/or website) used by the Association.



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2. The Unit Owner can contact the Managing Agent to request a waiver of the Late Charge due to any special circumstances. The Managing Agent may apply "Good Judgment" in deciding to waive a late charge, but may not waive more than two late charges in any twelve month period for a specific account.
 - c. Any Unit Owner whose account is not brought to a current status within sixty (60) days will be sent via certified, return receipt mail, "**Collection Letter #2**" informing the Unit Owner that:
 - i. The Association will place a lien against the Unit if the account is not brought to a current status within the next thirty (30) days (i.e. Ninety (90) days past due)
 - ii. All Collection and Attorney fees paid by the Association will be charged to the account.
 - iii. Copies of this letter will be sent to all parties with an ownership interest in the Unit, including any mortgages.
 - iv. The unit owner can contact the Managing Agent to develop a written payment plan to bring the account to a current status.
 1. All Payment plans must be signed by the unit owner and approved and signed by the Association's Treasurer.
 - d. Any Unit Owner whose account is not brought to a current status within 180 days will be sent via certified, return receipt mail, "**Collection Letter #3**" informing the Unit Owner that:
 - i. The account will be added to the next regular Board of Directors meeting agenda for the purpose of initiating a foreclosure action to enforce the Association's lien.
 - ii. The Unit Owner will be invited to attend the Board Meeting to discuss the situation for the purpose of working out a plan to bring the account to a current status.
 - iii. Copies of this letter will be sent to all parties with an ownership interest in the Unit, including mortgagees.
5. For the purposes of calculating "Enforcement Charges" the following Categories of Delinquent Unit Owners are created as follows:
- a. A "Delinquent Unit Owner" refers to any Unit Owner whose financial obligations to the Association have been overdue in excess of ninety (90) days one time during the past twelve months.
 - i. Late Charges levied against a "Delinquent Unit Owner" are DOUBLE the amount of the "Standard Administrative Late Charge"
 - b. A "Chronic Unit Owner" refers to any Unit Owner whose financial obligations to the Association within the past twelve months have been overdue in excess of ninety (90) days one time, and overdue in excess of thirty (30) days at least on time thereafter.
 - i. Late Charges levied against a "Chronic Unit Owner" are TRIPLE the amount of the "Standard Administrative Late Charge"
6. Partial Payments will be applied in the following order: Administrative Late Fees, Attorney's fees and other cost incurred in the collection process, and delinquent assessments, current assessments.
7. **At any time a Unit owner believes they will have or are having a difficulty maintaining their account in current status, the Unit owner can request to meet with the Board of Directors in Executive Session (Closed to the public) to discuss the situation. Based on the circumstances presented, the Board of Directors may, by unanimous decision, agree to deviate from the Standard Collection Process contained herein in developing a plan for the unit owner to maintain or bring their account to a current status.**
-



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Policy Resolution #13-TCAHPHA-03: Schedule of "Enforcement Charges"

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following Schedule of "Enforcement Charges" is hereby adopted by the Board of Directors:

1. "Enforcement Charges" for Specific rules violations are:

Schedule of Enforcement Charges			
		Plus Per Day	
	Per Occurrence	<10 Days	>10 Days
Overnight Parking Violations	\$25	\$5	\$10
Storage of Vehicles or Parking of Prohibited Vehicles	\$50	\$5	\$10
Architectural Violation	\$50	\$5	\$10
Sign Violations	\$25	\$5	\$10
Clubhouse or Swimming Pool Violation except Drunk and Disorderly Behavior Violation	\$25	\$5	\$10
Drunk and Disorderly Behavior (any common area)	Per Board of Directors		
Speeding within the Property	\$25	N/A	N/A
Pet License, Registration, or Healthy Department Violation	\$25/Pet	\$5	\$10
Failure to clean up after Pet	\$20	N/A	N/A
Excessive Noise/ Aggressive Behavior/ Unleashed	\$25	\$5	\$10
Rental Policy Violation	See Rental Policy		
Home Based Business Violation	See Home Based Business Policy		
Standard Administrative Late Charge/ Interest Charges/ NSF/ Returned Checks or Payments	See Collection Policy		
Attorney Fees and Other Costs related to Collection	Collection Policy		

2. All Unpaid "Enforcement Charges" are subject to the procedures defined in the Collection Policy.



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Policy Resolution #14-TCAHPHA-04: Rental Property Rules

WHEREAS, Section G, Paragraph 1 through 3 of the Association's Master Deed and Declaration of Condominium Property Regime restricts the use of units... The unit shall be used only for residential purposes...subject to any Regime rules which may be adopted from time to time by the Board of Administration of the Council (Board of Directors)... and "The number of Units owned by one person or organization, for the purpose of rental, may be limited by the Board of Administration (Board of Directors)"...

WHEREAS, Section I, Paragraphs 1 through 4 of the Association's Master Deed and Declaration of Condominium Property Regime, direct the Administration of the Regime (Board of Directors) to...Keep all General Common Elements in a clean and sanitary condition...and...Except as may be provided herein, in the By-laws and Regime rules, keep all Limited Common Elements in a clean and sanitary condition and substantially repair, maintain and keep them in good order and condition...

WHEREAS, Section N, of the Association's Master Deed and Declaration of Condominium Property Regime authorizes and empowers the Board of Directors to manage the association's insurance matters...

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

WHEREAS, the Association has had experience with rental unit that generated a significant number of Unit Owner complaints regarding violations of parking, cosmetics and cleanliness of the grounds and the condition of exterior of the unit...

LET IT BE RESOLVED THAT the following rules relating to Rental of Units by a Unit Owner are hereby adopted by the Board of Directors:

1. The definition of a "Rental Property" or "Rental Unit" is any Unit occupied by persons other than the Deeded Unit Owner(s) and their immediate family. The definition of immediate family includes the Deeded Unit Owner's parents, children and grandchildren. Whether or not the Deeded Unit Owner receives compensation from the persons occupying the unit either in the form of barter, loans, loan repayments or offsets, or rented for currency, is not a consideration in the determining the categorization of a Unit as a Rental Unit.
2. **Units may not be rented or leased.**



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Policy Resolution #15-TCAHPHA-03: Signage Rules & Unit Sales Procedure

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on the display of signs are hereby adopted by the Board of Directors:

1. Homeowners putting their Units up for sale must inform the Managing Agent in accordance with the Unit Sales Policy & Procedure (Exhibit A) and request that the Community For-Sale Sign be displayed at the Entrance.
2. For Sale signs are to be displayed according to the following restrictions:
 - a. Only ONE, standard size (not to exceed 18" by 24"), For Sale sign is to be displayed per Unit.
 - b. Sign may be displayed at all times and removed within 7 Days of signing a sales contract.
 - c. Sign must be located in one of the mulched areas next to the driveway or side of the Unit.
 - d. ONE directional sign for Open Houses may be displayed during the hours of the Open House.
 - e. Window signs are prohibited.
3. Garage Sale Signs may be displayed during the hours of the Garage Sale.
 - a. Only one standard size, not to exceed 18" by 24", to be displayed per Unit.
 - b. One directional sign may be displayed at the main entrance during the hours of the Sale.
 - c. Signs to be professional looking (not hand lettered or spray painted)
4. Display of Political signs is prohibited.
5. Unit owners may not display any other signs for any other purpose at any time.
6. Sign are not to be attached to any element of Common Property other than sitting on a temporary, removable stake pushed into the ground.



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EXHIBIT A

UNIT SALES POLICY & PROCEDURE

Unit Owner Responsibilities

1. Call the Managing Agent and provide the following information:
 - a. Provide the Real Estate Agent (if any) name and phone number
 - b. Does the owner intend to live in the unit until it is sold?
 - c. Request that the Association For-Sale Sign e put up at the entrance.
2. Association Dues
 - a. The Unit Owner's Account must be brought to the current status
 - b. Unit Owner is responsible for the payment of the Association Dues through the end of the month for the month of the closing date of the sale of the unit.
 - i. At closing, the unit owner (seller) should collect from the buyer a prorated payment of the current month's association dues
3. Exterior Landscaping & Architectural improvements must be removed before the unit is sold
 - a. Any Satellite dish must be removed
 - b. Any non-permanent landscaping features must be removed
4. **TEN DAYS PRIOR TO CLOSING**, call the managing agent and provide the following information:
 - a. Date of the closing
 - b. Buyer's Real Estate Broker (if Any) and/or
 - c. The Buyer's name and phone number

Managing Agent Duties

1. Will put the Association sign out within 24 hours
2. **FIVE DAYS PRIOR TO CLOSING**
 - a. Managing Agent will provide the unit owner with Certificate indicating the Status of their Association Dues Account
 - b. Provide a certificate of Insurance for the new buyer



Homeowner Association, Inc.
Nicholasville, Kentucky

Policy Resolution #16-TCAHPHA-04: Flag Pole & Flag Display Rules

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESOLVED THAT the following rules on the display of flags are hereby adopted by the Board of Directors:

1. Homeowners may display a single flag outside of their Unit in accordance with the following restrictions:
 - a. No flagpoles may be attached to the side of buildings.
 - b. No permanent Flag Poles or Flag Pole bases may be installed or set in concrete in the ground.
 - c. Pipe sleeves of either metal or PVC materials may be used to support a flagpole. They must be installed in the ground provided they do not extend more than four (4) inches above the ground and are temporary in nature (not set in concrete), installed in a manner that can be easily removed from the ground.
 - d. Flag Poles may not be more than 8 ft. in height and Flags may not exceed 3 ft by 5ft in size.
 - e. Flags may not be lit with lights.
 - f. Flags may be flown anytime, however US Flags must be flown in accordance with the US Flag Code and displayed only during daylight hours in good weather.
2. The Board of Directors reserves the right to request a homeowner to remove any flag pole that is not properly installed and/or to stop the display of any flags not properly displayed or flags that the board has received reasonable, multiple complaints.
3. The owner of the unit responsible for the flag in violation of any of these rules will be subject to sanctions as imposed by the Board of Directors.



Policy Resolution #17 – LANDCAPING STANDARDS & RULES

WHEREAS, Section I, Paragraph 1 through 4 of the Association's Master Deed and Declaration of the Condominium Property Regime require the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. to administer the regime and substantially repair, maintain, and keep all Common Elements of the Regime, and keep all Limited Common Elements in a clean and sanitary condition and substantially repair, maintain and keep them in good order and condition.

WHEREAS, in conducting the Association's business, the Board of Directors of The Crossing at Hager Place Homeowners Association, Inc. desires to maintain the esthetic appearance and architectural harmony of the Association's property...

WHEREAS, Article IV, Section 12 of the Association's Bylaws grant the Directors of The Crossing at Hager Place Homeowners Association, Inc. with the power to conduct Association business and to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Unit Owners, occupants, guests and invitees thereon, and establish and levy enforcement charges for the infraction thereof...

LET IT BE RESLOVED THAT the following Landscaping Standards and Rules are hereby adopted by the Board of Directors:

1. The following items may not be erected, caused to be erected, or placed on or near the Buildings:
 - a. No fences to be erected on, around or in any portion of the limited common elements.
 - b. No hanging pots/baskets/or Trellises are to be attached to the building exteriors including the patio and entrance areas. Hanging pots/baskets should be hung from Shepard's hooks located in the mulched areas. Trellises may not be more than eight (8') in height.
 - c. No window boxes should be attached to or rest on window sills.
 - d. No "Hard-wired" landscape lighting or "up" lighting is permitted. Solar lights can be used along sidewalks and should be located on the building side of the sidewalk.
 - e. No Water ponds or other water features are allowed. Small fountains are allowed inside side patio fences or in the mulch beds. Unit owners are responsible for keeping fountains clean and free from debris.
2. Minimal use of statuary, monuments, lawn ornaments or similar items is allowed on any portion of the limited common elements within the mulched area of the foundation.
 - a. Dimensions of these items are not to exceed 3 feet high, 2 feet wide and 1 foot in depth.
 - b. Items must be of a gray concrete or sandstone color only and may not be painted.
 - c. A maximum of two (2) small Bird feeders are allowed, but they must be placed in the mulch.
3. All shrubbery, trees and ornamental grasses are the Property of The Crossing Association and cannot be removed from any part of the Common Area without the prior written consent of the Board of Directors.
4. A unit owner may plant and fertilize annual or perennial flowers in the mulched areas around their building, provided however, that the unit owner shall be responsible for the maintenance of such flower beds.
 - a. Unit owners planting approved items are responsible for ongoing cost and maintenance of items. Future buyers must be made aware of their ongoing responsibility to maintain such items if they are not removed prior to the sale.
 - b. **NO VINES OR IVY (ESPECIALLY CLIMBING VARIETIES) MAY BE PLANTED**



Homeowner Association, Inc.
Nicholasville, Kentucky

- c. Unit owners, at their cost, shall be required to remove any item that is against the rules, improperly planted, is not properly maintained, or becomes unsightly within fourteen (14) days of receiving notice from the Association.
 - d. Trees, shrubs or any other plants must not be allowed to grow such that branches, roots or leaves touch The Crossing Buildings. (Insect damage and/or physical damage to the buildings can result if constant contact of plants with buildings is allowed.)
5. Unit Owners are required to first obtain permission from the Association by submitting a **Landscaping Improvement/Variance Request Form (Exhibit A)** prior to replacing and planting trees, shrubs or large perennial plants (such as Pampas grass).
 - a. These forms are available from any member for the Landscaping Committee, the Managing Agent or in the Documents section of the Crossing Website.
 - b. Once returned to the Managing Agent, the form will be forwarded to the Landscaping Review Committee for a decision. In the event a request is denied, the Unit Owner may appeal the decision to the Board of Directors. The Board of Director's decision will be final.
6. Landscape bed edging is to be of a type and color approved by the association.
 - a. Landscape timbers, landscaping blocks and bricks are not allowed.
 - b. Generally edging must be either green or black in color, and must not extend more than two (2) inches above the top of the grass, sidewalk, or driveway.
7. Unit Owners may not treat any lawn or other common areas with any chemicals, fertilizers, or insecticides.
8. All areas of individual plantings (including pots) need to be maintained by the resident and cleaned-up by November 20th of each season. Unit Owners may add additional mulch to any of the planting beds, as long as it is of a type and dark brown color that matches the existing mulch.
9. Artificial flowers need to match the existing season, be fresh looking and not faded, and maintained each season by the Unit Owner.
10. Any plantings not in conformity with the foregoing rules may be ordered removed at the homeowner's expense by action of the Landscape Committee with approval of the Board of Directors.
11. Unit Owners are encouraged to water lawns and shrubs as needed in order to protect the landscaping assets of the Association. Unit Owners unable to perform such watering are requested to contact any member of the Landscaping committee or Board for assistance.

EXHIBIT A

Landscaping Improvement/Variance Request Form

This application form should be submitted for any addition to the exterior landscaping of your building. Please refer to the Landscaping Rules Policy prior to submittal. If you are in doubt about your particular project, contact any member of the Landscaping Committee or the Managing Agent (859) 263-8757. The objective of requiring a unit owner to file a Landscaping Improvement/Variance Application is to ensure that your proposed project conforms to the Association's Declaration and Landscaping Standards, enhances the beauty of the community, maintains the architectural harmony of the community and in no way inconveniences your fellow residents.

Name _____

Address _____

Phone (H) _____ (W) _____ (Cell) _____

Proposed Project Description (Check One): ☐ NEW PLANTING ☐ REPLACEMENT PLANTING

Type of Planting (CHECK BOX)

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> TREE | <input type="checkbox"/> PERENNIALS | <input type="checkbox"/> GRASS |
| <input type="checkbox"/> SHRUB | <input type="checkbox"/> ANNUALS | <input type="checkbox"/> GROUND COVER |
| <input type="checkbox"/> CONTAINER | <input type="checkbox"/> VEGETABLE/HERB | <input type="checkbox"/> OTHER (Specify) _____ |

Sketch Proposed Landscaped Project (attach sheet if more space is required)

I understand the Landscaping Standards and Rules concerning this proposed project. This project in no way encroaches on a neighbor's property. I agree to abide by the Landscaping Standards and Rules adopted by the Board of Directors and will be solely liable for the initial cost, maintenance cost, and possible removal cost of this proposed project.

Unit Owner Signature

Date

FOR COMMITTEE USE ONLY:

Date Application Received _____ Received By: _____

Date Approved _____ Date Disapproved _____ Date Returned for Modification: _____

Construction Inspected and Approved: Date: _____ Inspected By: _____

lease submit this request and attachments to:

COMMUNITY MANAGEMENT ASSOCIATES, LLC.

157 Prosperous Place, Suite 2A

Lexington, KY 40509-1841