

Roberts Ridge Homeowners Association Board of Directors Policy #1

Budget Development Guidelines

The Roberts Ridge Homeowners Association Board of Directors (BOD) is responsible for setting and maintaining an annual budget. The BOD will draft a budget for the next year by October 31 and will post both the YTD actuals along with the draft proposal for electronic review by the homeowners prior to the Annual Meeting. Homeowners will vote on the draft budget proposal at the Annual Meeting. The Draft Budget proposal will be sent out with the Annual Dues notice on or before December 1. BOD will reasonably operate HOA using the previous annual budget until the Annual Meeting date.

Each annual budget will include the following:

- YTD accounting of current year budget including any changes made by the BOD during the year.
- Prior year budget actuals
- Draft proposal for next year
- Current Cash Reserves & account balances including bank name
- Budget narrative outlining any variance to budget with justification and any anticipated special assessments
- Statement of delinquent HOA fees & current liens as of December 31

Cash Reserves

Each annual budget is designed to cover expenses incurred to maintaining the Roberts Ridge community. As costs may fluctuate year-to-year and in an effort to mitigate the risk of levied special assessments, the BOD will maintain a cash reserve balance.

Cash reserve deposit will appear as a line item on the expense side of the budget. The deposit amount will be equal to exactly 15% of annual projected revenue or the remaining net positive balance after all expenses in the annual budget draft, whichever is greater. Additionally, any favorable variance to budget at the end of the year will be deposited into the cash reserves during that year's budget.

Cash reserves may be spent on unavoidable negative variances to budget, budget changes approved mid-year by the BOD, and in lieu of or offset to any special assessments as defined in the covenants, and may not exceed the reserve balance.

The cash reserve balance will be capped at a one-year gross revenue from dues (i.e. total households x \$ current annual dues) carryover year to year. Any reserves in excess of the cap during budget construction will be deducted out of revenue as a credit to homeowners' accounts for the next fiscal year. The reserve policy and cap will be revisited and approved by the BOD annually.

[approved by BOD on 6/12/2018] [revised and approved 10/23/2018]

Roberts Ridge Homeowners Association Board of Directors Policy #2

Roberts Ridge HOA Enforcement & Fee Schedule

The Board of Directors for the Roberts Ridge Homeowners Association is responsible for enforcement of policies and restrictive covenants contained within the Bylaws and Declarations of the organization. This document outlines the process by which the Board intends to enforce certain rules and regulations. This list may be modified and updated from time to time and is not exhaustive of the authority of the Board to enforce any rules or regulations not contained herein.

Complaints:

The Board of Directors encourages neighbors to attempt to resolve concerns amongst themselves as a first step action for any complaints. However, should a resident determine the need to report a concern to the Board, they may do so in writing to our email address. The complaint must contain a description of the issue, a reference to the specific rule infringed upon within the governing documents, the specific date(s) of the infraction, the address of the individual(s) committing the infraction, any photos showing the infraction, and any attempts they have made to resolve the issue to date.

Upon receipt of a written complaint, the Board may accept the complaint as submitted or may request additional clarifying information. If needed, a Board member may inspect the complaint to verify. The Board may determine the complaint is invalid or not enforceable and dismiss the complaint. The Board may determine the complaint resides with the Architecture Review Committee. The Board may determine the complaint is valid and initiate an enforcement action.

Enforcement Actions:

For any complaint the Board validates, it will engage in an enforcement action against the homeowner. An enforcement action will occur in several progressive steps: 1) an initial notice letter is sent to the homeowner of record stating the homeowner's complaint, as written, and our determination that the complaint is validated and requires correction within ten (10) days of the notice date for yard maintenance, or, thirty (30) days of the notice date for structural maintenance, or, twenty-four (24) hours for removal of hazardous/moveable materials; 2) a second notification is sent stating a fine has been levied against their account and that the Board will send a contractor to complete the required work at their expense; 3) a third notification will be sent invoicing the fine plus the incurred expenses due within thirty (30) days; 4) Late notices and collections fees will be implemented after the due date and follow the same monthly collections process as membership dues. Any property with an outstanding balance of more than thirty (30) days is subject to a property lien.

Fee Structure:

Yard Maintenance (includes mowing, excessive weeds, excessive overgrowth, damaged trees or vegetation, etc)

First notice gives ten days for correction

Second notice gives \$25 fine plus option to contract

Third notice gives contacted expense plus previous fine

Recurrent issues in same season, bypasses first notice after 2 times, fines doubled at \$50 each occurrence

Structural Maintenance (anything visible from normal vantages including siding, windows, shutters, fencing, mailbox, etc)

First notice gives thirty days for correction (or proof that a contractor is retained)

Second notice gives \$100 fine plus option to contract

Third notice gives contracted expense plus previous fine

Hazardous/Moveable Materials (materials left in the road, on sidewalks, or in the driveway, including construction materials, nuisances, yard waste, parked trailers, garbage cans, garbage bags, loose garbage, etc)

First notice gives twenty-four hours for removal (or proof of timeline) Second notice gives \$50 fine plus option to contract

Third notice gives contracted expense

Recurrent issues greater than 3 different infractions in a 12-month period doubles the fines to \$100 each occurrence

Recurrent issues greater than 2 of the same infraction in a 12-month period bypasses first notice and doubles fines to \$100 each occurrence

Non-permitted Changes (exterior changes without HOA approval, failure to submit designs prior to construction, etc). The Board will require stopping any construction in-progress without prior HOA approval for the project.

First notice Homeowner will have ten days to submit plans, along with the \$25.00 fee, for expedited approval prior to resuming construction. If the project is already completed, the homeowner will be required to submit the plans for approval within ten days, along with a \$25.00 fine.

Second notice gives \$50 fine and initiates a recurring fine of \$10 per day to submit plans

Nuisance/Other Restrictive Covenant (noise violations, pets, other nuisances to neighbors, catchment for other neighborhood rules & restrictive covenant violations, etc) Given the undifferentiated nature of these violations, the Board may exercise discretion on enforcement timelines, fees, and actions on a case by case basis, but will ascribe to the following guidelines: First notice provides details of the violation, the expected remedy, and the timeline for correcting, which may be immediate.

Second notice gives \$100 fine and initiates a recurring fine of \$25 either per day or per additional occurrence

Appeals: A homeowner may submit an appeal to any notice of violation or levied fines as described in the by-laws. If the appeal is not granted, the homeowner will be responsible for any previously or ongoing incurred fines.

[approved by BOD on 8/8/2019 & published to membership at Town Hall meeting 09/2019]

Roberts Ridge Homeowners Association Board of Directors Policy #3

Permitted Signs & Flags Policy (addendum to Section 6.25)

The Roberts Ridge Homeowners Association Board of Directors is enacting a policy for permitted signs and flags to be used in addition to the restrictive covenant set forth in the neighbor declaration:

Section 6.25 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

The Board of Directors adopts the following clarifications to signs posted upon resident Lots and Common Areas. The Board of Directors will:

- 1) Enforce section 6.25 Signs under any then-current enforcement policy at the time of such infraction, which is currently designated a "Removable Structure" that will be issued a written warning for removal within 24 hours, followed by a fine demanding immediate removal, followed by HOA contracted removal services at the homeowner's expense;
- 2) Will require that any For Sale sign in place upon a Lot is removed within fourteen (14) days of the recorded closing date of a sale;
- 3) Will permit contractor advertisement signs to remain in place during the time of services provided such sign conforms to the dimension restrictions and is removed within seven (7) days of completion of services;
- 4) Will permit signs in windows;
- 5) Will permit, in accordance with Indiana Law, political signs as defined under IC 32-21- 13-3, under the following restrictions: no more than four (4) political signs may be posted upon any Lot at any concurrent time, sign(s) may be posted no more than thirty (30) days prior to the scheduled election date, sign(s) must be removed no more than five (5) days following the election date, no political signs may be posted in Common Areas;
- 6) Will permit small signs, no greater than one square foot, to advertise home security system, provided such sign is located within fifteen (15) feet of the dwelling. No more than two (2) home security signs may be placed upon the Lot;
- 7) Will consider requests for temporary informational signs (ex. "Open House"; "Garage Sale"; "Party") to be placed upon the Lot and/or Common Areas under the following conditions: requests must be submitted to the Architecture Committee email address at least seven (7) days prior to the desired start date, approved signs may be placed up to seven (7) days prior to the scheduled event, approved signs must be removed within 48 hours after the conclusion of the event, any evidence of damage from sign placement upon Common Area must be repaired, and any sign placed on the Common Area must be set back at least eight (8) feet from County Road 450S, and may not impede full view of any existing sign;
- 8) Will, at its sole discretion and purpose, place or approve placement of any sign, whether temporary or permanent, upon any Common Area at any time;

9) Will NOT permit signs affixed to the dwelling, or hung from a window, porch, or railings, except if not visible from the street.

Further, the Board of Directors adopts the following policies for flags placed upon resident Lots and Common Areas. The Board of Directors will:

10) Permit decorative garden flags, not to exceed greater than four (4) such flags visible from the street and not to exceed measurements greater than 18 inches by 24 inches, and provided such flags are placed within landscaped bedded areas or within ten (10) feet of the dwelling, and erected at a 90-degree angle;

11) Will permit standard house flags, including decorative banner flags, not to exceed measuring 4 feet by 6 feet, provided such flags visible from the street are securely attached to the first level of the dwelling and pointing towards the street;

12) Will permit flags in windows;

13) Will consider requests to erect up to one (1) free-standing flag pole solely for the display of a single American Flag not to exceed measuring 4 feet by 6 feet, and provided it is a commercially made pole, no taller than 25 feet, secured in the ground with no guide wires or supports, and placed at least 6 feet from any property line;

14) Will NOT permit flags or banners hung or draped on the dwelling, from a window, porch, or railings, except if not visible from the street.

Any sign, flag, or banner determined by the board of directors to contain offensive or noxious content including language, images, or symbols, will be in violation of Section 6.11 Nuisances.

[Approved by BOD 09/02/2020 & Published to Membership 09.2020]

Roberts Ridge Homeowners Association Board of Directors Policy #4 Permitted solar energy system
(Addendum to Section 6.28)

The Roberts Ridge Homeowners Association Board of Directors is enacting a policy for permitted solar energy system in addition to the restrictive covenant set forth in the neighborhood declaration:

Section 6.28 Solar Panels No solar panels attached or detached shall be permitted.

Solar energy system means a solar photovoltaic device whose primary purpose is to use solar energy to produce electricity. (From Indiana House Enrolled Act 1196)

Solar panels shall be permitted in accordance with the Indiana House Enrolled Act (HEA) 1196. The homeowners association may require preapproval of

1. the location of a solar energy system
2. the manner in which a solar energy system is installed

Any resident wishing to add solar panels to their property must collect signed consents from 65% of the association's members (consent form available from HOA)

3. In gathering consents, the homeowner **must** provide the association's members the solar panel site plan for their property including:
 - a. Property boundaries
 - b. Description of the dwelling unit
 - c. The color of the solar energy system and
 - d. A photo or drawing of any screening to be used if the system is to be installed anywhere other than the roof of the dwelling
 - e. The vendor and installer of the system
 - f. The plans and specifications of the system including photos or drawings if requested by other association members

If the association member successfully collects the required 65% of consent, the HOA board of directors will approve installation ***unless one of the following conditions apply:***

1. The solar system threatens public health or safety, or violates a law
2. The system would be installed on property owned by the homeowner's association
3. The system would be installed *in a location other than* the roof of the dwelling, or another structure approved by the homeowner's association; a fenced yard or patio owned and maintained by the owner.
4. The system extends above or beyond the roof by six (6) inches
5. The system does not conform to the slope of the roof and would have a top edge that is not parallel to the roof line
6. It would have a frame, support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.
7. The system would be installed in a fenced yard or patio rather than on the roof and would be taller than the fence line
8. The manner of installation would void material warranties
9. The system is installed in a manner differing significantly from what was presented to the homeowners and/or the board of directors.

Approved by the board of directors 9/21/22

Roberts Ridge Homeowners Association Board of Directors Policy #5

Permitted satellite TV dish and TV antenna policy (Addendum to Section 6.28)

The Roberts Ridge Homeowners Association Board of Directors is enacting a policy for permitted satellite TV dishes and TV antennas, in addition to the restrictive covenant set forth in the neighborhood declaration:

Section 6.28 Radio, Television Antennas, Disks No radio or television antenna shall be attached to any Dwelling Unit. No free-standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit except a dish or disk used for television reception which is less than 12" in diameter may be placed on rear yard side of a Dwelling Unit.

The Board of Directors adopts the following clarifications regarding satellite dishes in addition to the restrictions listed in Section 6.28 of the covenants:

1. The Board of Directors recognizes the Over The Air Reception Devices rule (OTARD) as issued by the FCC and delegated by Congress as part of the Telecommunications Act of 1996 and that federal law supersedes section 6.28 of the restrictive covenants.
2. Homeowners may install satellite dishes up to one meter in diameter to receive the programming of their choice.
3. Homeowners may also install antennas no more than 1 meter across or in height for the purposes of receiving broadcast television signals.
4. As per the OTARD ruling, the types of signals NOT covered by this change include AM radio, FM radio, amateur ("HAM") radio, CB radio, and Digital Audio Radio Service (DARS) signals.
5. Installed dishes must not present a safety hazard.
6. Dishes cannot be installed in the front yard of a property, and as reception allows, should be placed on the back side of the homeowner's roof, in the backyard, or the side yard.
7. The HOA requests that homeowners alert the architecture committee when a satellite dish is going to be installed.
8. The HOA also asks homeowners to remove satellite dishes that are no longer being used.

[approved by the board of directors on 10/25/2022]