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1. Function of this Policy

- 1.1. *The function of the Richmond Estates Policy Resolution is to provide standards and guidelines for the residents and the Board of Directors to follow in:*
 - 1.1.1. Protecting the architectural and aesthetic integrity of the community
 - 1.1.2. Protecting the safety and well-being of the residents of the community
 - 1.1.3. Maintaining this integrity, safety and well-being throughout the life of the community, thereby preserving home and property values and the homeowners' investments.
- 1.2. *The following sections explain the criteria used by the Board of Directors in determining violations and in considering Alteration requests. Also included are the enforcement and appeals procedures. Failure to abide by any of the below sections may result in a violation of this policy resolution.*
- 1.3. *In this policy, the term Unit is used to mean both single family home and townhouses.*
- 1.4. *Some aspects of this policy may repeat information found in the bylaws and declaration. The goal is to provide homeowners with a centralized source for the most relevant information.*

2. Rules and Regulations

2.1. Overall appearance

- 2.1.1. The overall appearance of each residence must be kept in a neat and orderly manner. If the appearance of any residence becomes such that it is not in harmony with the rest of the community or does not meet the architectural integrity of the community, the Board of Directors may require the owner to correct the condition, at the owner's expense, to the Board of Directors' satisfaction, in accordance with this policy resolution.
- 2.1.2. The Declaration of Covenants, Conditions and Restrictions, which states no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof which may become a nuisance to the neighbors, is hereby incorporated as if written in full herein.

2.1.3. Homes that have been damaged or destroyed by a disaster, including but not limited to fire, flood, earthquake, or severe weather - Homeowners must notify the HOA in writing within 14 days of any significant damage to their property resulting from a disaster. The notification must include a general description of the damage and any immediate steps taken to secure the property. Homeowners are required to commence repairs or rebuilding within 90 days of the date of the disaster, unless otherwise approved by the HOA. Repairs or rebuilding must be completed within 12 months of the date of the disaster unless an extension is granted by the HOA due to extenuating circumstances. All repairs or rebuilding must comply with the HOA's existing architectural guidelines and standards. Homeowners must submit detailed plans for the repairs or rebuilding to the Architectural Review Committee (ARC) for approval before beginning any work. (square footage must be between 1823 and 3010) Any changes to the exterior appearance of the home must be consistent with the original design and materials unless otherwise approved by the ARC. Homeowners are responsible for obtaining all necessary permits and inspections required by local, state, or federal authorities. Copies of all permits must be submitted to the HOA before work begins. Temporary structures (e.g., trailers, mobile homes, or tents) used for living purposes during the repair or rebuilding period are not allowed. Temporary structures for storage of materials or tools during the construction period must be approved by the HOA and must be removed within 30 days of the completion of repairs or rebuilding. Homeowners must restore any damaged landscaping and exterior features, such as fences or driveways, to their original condition or better within 90 days of completing repairs or rebuilding. Failure to comply with this policy may result in enforcement actions, including but not limited to fines, liens, or legal action, in accordance with the HOA's governing documents.

2.2. *Permanent additions, changes, alterations or improvements to private property*

2.2.1. Materials and colors

- 2.2.1.1. Only exterior materials comparable to existing materials on the unit, or those compatible with the architectural design character of the community can be used.
- 2.2.1.2. Colors must be compatible with surrounding colors and generally compatible with the architectural design character of the community.
- 2.2.1.3. Any changes in material or color on any residence must be submitted to the Board of Directors for its prior approval.
- 2.2.1.4. Unpainted surfaces, such as brick, shall remain unpainted.
- 2.2.2. Size and shape: Additions and alterations to units and other additions, alterations, items or objects shall be of a size and shape consistent with their intended use (not outsized with relation to the unit with which they are associated), generally compatible in size and shape with similar items, and compatible with the architectural design character of the community.
- 2.2.3. Location
 - 2.2.3.1. The location of any proposed improvement shall be such that it shall be in harmonious architectural balance with the associated unit and consistent with the surrounding community.
 - 2.2.3.2. In no case shall any fence, screen, bright flood lighting or other object obstruct the sight lines of any vehicle driver.
 - 2.2.3.3. The location of any proposed improvement shall be limited to the property of the owner requesting approval, and shall not violate any easement restrictions, public or private. The Board of Directors may request copies of surveys to verify the proposed improvement meets this criterion. Unit owners completing improvements shall be solely liable for correcting any encroachment of another lot or the common areas.
- 2.2.4. Safety
 - 2.2.4.1. All requests for review shall be scrutinized for safety regarding intended use and location. Safety of construction materials and methods shall not be scrutinized since they are the responsibility of the resident and/or contractor(s). The Association is not responsible for the construction and/or improvements of any unit owner by virtue of its approval of the unit owners' request for approval of an alteration or improvement.

2.2.4.2. Requests that are otherwise suitable for installation, but which the Board of Directors determines to be unsafe with respect to intended use and location may not be approved. Reasoning will be provided if not approved.

2.2.5. *Miscellaneous*

2.2.5.1. Compressors or utility meters may not be painted a color other than existing color associated with the unit without prior approval of the Board of Directors and/or the appropriate utility.

2.2.5.2. Responsibility for power washing and ongoing exterior cleaning needs will be the responsibility of the unit owner and shall be completed as necessary or upon demand of the Board of Directors.

2.2.5.3. If a screen is torn or damaged, the unit owner must fix/replace the screen in a timely manner not exceeding 30 days from the time it is initially reported as a violation.

2.2.5.4. No home shall be occupied by more than two persons per bedroom.

2.3. *Renting*

2.3.1. The HOA must be notified when the unit owner vacates the property, and a tenant moves in. The HOA must always be notified when a lease turns over and a new tenant moves in.

2.3.2. Leased properties shall be used only as a residence for the use of one person or family and may have no more than 2 occupants per bedroom.

2.3.3. A \$150 recording fee shall be collected and added to the Common Fund each time a new lease is recorded.

2.3.4. A copy of the final lease shall be furnished to the Board within ten (10) days of securing a tenant, and must include the names, email addresses and phone numbers for all occupants 18 and older.

2.3.5. All rentals require that the owner be in good standing with the HOA.

2.3.6. The tenant census form is required by Indiana township and a copy must be provided to the HOA.

2.4. *Patios and Patio Coverings*

- 2.4.1. Existing drainage patterns shall not be disturbed; but residents are permitted to tie into existing drainage, however, the Unit Owner is solely responsible for any and all repairs necessitated by tying into the existing drainage.
- 2.4.2. Utility lines or pipes shall not be disturbed.
- 2.4.3. Materials must be a similar color palette to the home or neutral colors.
- 2.4.4. Patios may only be constructed in the rear of the unit.
- 2.4.5. Patios may include a walkway from the rear patio to the front of the unit.
- 2.4.6. All patios must be submitted to the Board of Directors for pre-approval. (changes in existing grade, drainage patterns or retaining walls must be noted and are the sole responsibility of the Unit Owner.)
- 2.4.7. All roof coverings for patios must be submitted to the Board of Directors for pre-approval.
- 2.4.8. All other changes to existing patios, such as staining concrete walkways or adding natural stone to porch/walkways is permissible as long as the colors chosen are natural stone colors and match the outward appearance of the home, but do require prior approval of the Board of Directors.

2.5. *Porches*

- 2.5.1. Front porches are limited to placement or storage of outdoor furniture and outdoor plants and flowers only. Permanent storage of other items such as landscape equipment, ladders, shovels, brooms, grills, griddle etc. is not permitted.
- 2.5.2. Railings may not be used for hanging clothes, towels, rugs, blankets, laundry, etc.
- 2.5.3. If railings are added/replaced, the resident must use white vinyl fencing.
- 2.5.4. Porch additions cannot extend past the garage. It is required to meet the specifications of the township, other single-family homes and be covered.

2.6. Decks

- 2.6.1. Decking material must be pre-approved by the Board of Directors.
- 2.6.2. Deck colors, stains, materials, etc. must be of good quality and match the aesthetic of the home/neighborhood. Upkeep and maintenance if necessary is required.
- 2.6.3. Decks will not be permitted to infringe upon or restrict adjacent unit's access to and from their property.
- 2.6.4. The Board of Directors will require approval by other property owners and the submission of a building plan.
- 2.6.5. All decks and stairways must be constructed to the rear of the unit.
- 2.6.6. Townhouse only additions
 - 2.6.6.1. Can extend the entire length of a unit, with the exception of a two (2) foot clearance from the firewall on each end of the unit.
 - 2.6.6.2. A deck cannot extend more than 16' out from the unit.

2.7. Awnings

- 2.7.1. The unit owner is responsible for all costs and labor related to the purchase, installation, maintenance and replacement of the awning. Maintenance and upkeep must be consistent with the general prevailing standard of the Richmond HOA Association.
 - 2.7.1.1. The unit owner shall make an application for approval of the awning in writing. The unit owner's request shall demonstrate that the proposed alteration conforms to regulations.
 - 2.7.1.2. If it is determined the alteration has become an eyesore, hazard or nuisance, the Association shall have the right to cause the alteration to be removed. Removal shall be within 15 days of notice at the unit owner's expense. The Association's fine rules will be imposed for non-compliance.
- 2.7.2. Side drops of a maximum six feet down and six feet out from the unit are optional and permitted.

- 2.7.3. The awning color shall coordinate with the siding color or trim of the home.
- 2.7.4. The awning may not block the neighbors' sight line view.
- 2.7.5. Window awnings are not permitted.

2.8. *Fencing and privacy screens*

- 2.8.1. Fencing and privacy or decorative screening other than that provided with the unit must be submitted for prior approval of the Board of Directors.
- 2.8.2. Fencing and screening must be finished materials on both sides when both sides are within public view.
- 2.8.3. Fencing will be limited to vinyl or high quality metal fencing. Chain link fencing is prohibited. All materials require Board of Directors approval. No fence shall be over 6' (six feet) tall.
- 2.8.4. Fencing must be a minimum of 20 feet behind the front building setback line along the primary street and one foot behind the building line on corner lots subject to the additional requirements herein.
- 2.8.5. Fencing is permitted in the rear of home only.
- 2.8.6. Fencing may be on the property line per the township guidelines.
- 2.8.7. If a portion of the fence will be shared with a neighbor, that neighbor **MUST** sign the alteration request acknowledging and approving the sharing of the fence. Unit Owners shall be solely responsible for any unauthorized encroachments.
- 2.8.8. Vermin fencing around vegetable and flower gardens is permitted in the rear of the home.
- 2.8.9. Fences must stay in proper working order and be repaired in a timely manner if they are damaged in any way. The unit owner is responsible for all repairs which must commence within 30 days of initial damage or subject to fines. If repairs cannot commence in 30 days, the unit owner shall notify the HOA of a timeline of when repairs can be scheduled

2.9. Play equipment

- 2.9.1. Permanent play equipment is defined as any play equipment that customarily remains outdoors at all times, whether in use or not, and requires board approval.
- 2.9.2. Non-permanent play equipment is all play equipment that is capable of being taken indoors or is usually stored indoors when not in use.
- 2.9.3. When not in use, all non-permanent play equipment must be stored indoors, or out of view from the road, and inconspicuously if in view from neighbors.
 - 2.9.3.1. Townhouse Residents are not permitted to place permanent play equipment on townhouse private property or on Common Areas. Non-permanent play equipment is permitted but must be taken in when not in use and when grass cutting is being done.
 - 2.9.3.2. All permanent play equipment must be maintained and is subject to inspection by the Board of Directors. This includes basketball standards (poles), backboards and hoops that can be viewed from the street. (e.g., Poles must be free from rust and chipped paint, backboards must be whole and in sound condition.)
 - 2.9.3.3. All temporary play equipment such as trampolines and playhouses, should be placed in the rear of the unit.
 - 2.9.3.4. Wading pools for small children and sandboxes are permitted without the approval of the Board of Directors.

2.10. Pools

- 2.10.1. Pools are strictly prohibited on townhouse private property.
- 2.10.2. All single-family home pools, except for wading pools as defined in play equipment, require approval of the Board of Directors.
- 2.10.3. Above ground pools are prohibited.
- 2.10.4. Inground pools require fencing. (refer to Indiana Township for Requirements)

2.11. *Hot tubs*

- 2.11.1. Require approval of the Board of Directors and must be properly maintained and be harmonious to the design and color of the unit.
- 2.11.2. They must be placed in the rear of the unit.

2.12. *Storage sheds*

2.12.1. Townhomes

- 2.12.1.1. No townhome is permitted to erect a storage shed.
- 2.12.1.2. No outdoor storage is permitted including at the rear of the property on patios and decks.
- 2.12.1.3. Items on patios and decks should be limited to outdoor furniture, cooking essentials, and other items commonly utilized to enjoy outdoor space that is aesthetically pleasing to surrounding unit owners.
- 2.12.1.4. Toys/sports equipment/bikes/ATVs/other recreational equipment shall be stored in the garage of the unit owner when not in use

2.12.2. Single Family Homes

- 2.12.2.1. Single Family Homes may erect storage sheds, but Storage sheds may not be erected without approval of the Board of Directors.
- 2.12.2.2. Approval of any storage sheds by the Board of Directors does not waive the necessity of obtaining the required township or county permits, which is the sole responsibility of the homeowner.
- 2.12.2.3. Storage sheds must use materials in harmony with the design and color of the unit.
- 2.12.2.4. Size of storage sheds may never exceed 80 square feet. (8' wide x 10' long x 8' high)
- 2.12.2.5. No structure of temporary character shall be used.

2.13. Landscaping

Please read this section carefully. Failure to adhere to these guidelines may result in a fine schedule for noncompliance.

2.13.1. Additions or alterations

2.13.1.1. Minor landscaping work and planting do not require Board of Directors approval provided that:

2.13.1.1.1. Planting materials are accepted types and in character with the community.

2.13.1.1.2. They do not obstruct sight lines of vehicle drivers.

2.13.1.2. Vegetable gardens should be limited to the rear of the units.

2.13.1.3. Townhomes may have raised bed vegetable gardens only and must allow 6 feet for lawn mowers to pass.

2.13.1.4. Townhome Flower gardens, other than those originally provided by the builder, shall extend no more than three (3) feet from the front, back or side of a unit.

2.13.1.5. The removal of any tree more than 6 inches in diameter at a point 2 feet above ground level requires Board of Directors approval.

2.13.1.6. Major changes to landscaping require Board of Directors approval.

2.13.2. Grass cutting/maintenance

2.13.2.1. Single Family Homes

2.13.2.1.1. Homeowners are responsible for lawn maintenance at all times. If extended travel prevents the homeowner from attending to their lawn, they must make arrangements for landscape services.

2.13.2.1.2. If homeowners neglect cutting their grass, this will result in a fine schedule.

2.13.2.1.3. Homeowners should maintain grass at a height below 6 inches.

2.13.2.1.4. After mowing, homeowners are required to sweep up grass clippings from sidewalks, driveways, and streets.

2.13.2.1.5. The Board of Directors or their hired company shall have the right to enter upon any lot to cut, at the expense of the owner, grass which has been left unattended and allowed to gain a height of six (6) inches or more. Provided however, the owner has been given five (5) days prior written notice to correct the problem. Consideration will be made for weather conditions.

2.13.2.2. Townhomes

2.13.2.2.1. Cutting grass is not the responsibility of the townhome homeowner, outside of prior approved enclosed/fenced in sections.

2.13.2.2.2. Townhome owners may not elect to cut their own grass or opt out of landscaping services.

2.13.2.2.3. Townhome owners may not change the mulch color provided by the landscaping service.

2.13.2.2.4. Units that have been granted permission to fence in their rear yard, must cut grass at the same cadence as when landscaping services are provided. Any grass clippings that need to be swept up after grass cutting must be cleared to avoid fines. Townhome owners with fences that do not maintain their enclosed space, are subject to fines to enforce this policy.

2.13.3. Landscaping Maintenance

2.13.3.1. Single Family Homes

2.13.3.1.1. Each homeowner is responsible for maintaining their landscaping, including regular weeding. Failure to maintain weed-free landscaping may result in a warning followed by fines if the issue persists.

- 2.13.3.1.2. Shrubbery shall be maintained at a reasonable interval to prevent overgrowth. Dead shrubbery shall be removed and replaced with something similar.
- 2.13.3.1.3. Single Family Homeowners are responsible for Pruning branches from trees to ensure they do not obstruct walkways or create safety hazards.
- 2.13.3.1.4. Remove spent flowers from shrubs to encourage continued blooming throughout the season is encouraged.
- 2.13.3.1.5. Mulching shall be completed at least every other year for standard mulch. All types of mulch or stone must be neutral in color.
- 2.13.3.1.6. Tree roots - If a tree begins to cause damage to the walkway, driveway, or sidewalk, it will be up for review to verify removal. Trees that cause such damage will be reviewed on a case by case basis and funding of the tree removal shall be a homeowner expense.

2.13.3.2. Townhomes

- 2.13.3.2.1. Weed control -weeding the front landscaped areas of each townhome is a contracted service with the landscaping company. If this is not being done consistently at your unit, you must report this issue to the management company.
- 2.13.3.2.2. Unit owners are encouraged to weed their landscaped areas in between designed landscape services dates, to keep the community aesthetically pleasing.
- 2.13.3.2.3. Landscaping added to the side and rear of units is the full responsibility of the unit owner and must be properly maintained and always weeded to avoid fines.

2.13.4. Edging

- 2.13.4.1. Single Family homes

2.13.4.1.1. Edge your sidewalks and driveways to create a clean and defined border between your lawn and paved areas. This will also preserve the integrity of the sidewalks.

2.13.4.1.2. Decorative/concrete edging may be used and requires approval of the Board of Directors.

2.13.4.2. Townhomes

2.13.4.2.1. Decorative/concrete edging is prohibited at the front and side of the townhome.

2.14. *Flower boxes and planters*

2.14.1. Permanent flower boxes and planters require prior approval from the Board of Directors.

2.15. *Outdoor Lamp post lighting and exterior lighting*

2.15.1. Fully operating lamp posts are mandatory in the Richmond community and may not be removed.

2.15.2. Lamp posts are the responsibility of the resident.

2.15.3. Lamp posts must be in working order and lit from dusk to dawn, and they will be monitored monthly by the HOA management company. You will receive a warning for the first offense, and will be fined for each offense thereafter.

2.15.4. Lamp post fixtures must have a light output equivalent to or greater than that of the original bulb recommended for use in that fixture.

2.15.5. Bulb replacement should always be a white warm glow 60-watt exterior bulb with the exception of changes to match seasonal decorations.

2.15.6. Lamp posts cannot be painted and must remain black.

2.15.7. Overhead floodlights are prohibited in the front of the home if they shine in the direction of the street or a neighboring home.

2.15.8. Motion Lights cannot be triggered from the sidewalk.

2.15.9. Carriage lights must match lampposts.

2.15.10. If Lamp posts need to be replaced, the style of the lamp must be similar to the yard lamp light fixtures in the neighborhood unless an alternate fixture is approved by the Board of Directors. The cost for sensor or post replacement is the responsibility of the homeowner for both homes and townhomes.

2.15.10.1. Lamp post with photocell -

https://www.progresslightingexperts.com/lighting/4-11-123-0-118536/Progress_Outdoor-Posts---Outdoor-Light-in-Traditional-style-with-Photocell-Included---3-Inches-wide-by-84-Inc-P5391PC.htm?bide=ext&bidemn=gmapars

2.15.10.2. Craftsman model post lamps -

https://www.progresslightingexperts.com/lighting/4-11-11121-0-462587/Progress_Residence---Outdoor-Light---1-Light-in-Craftsman-and-Transitional-style---8-Inches-wide-by-15.69-Inc-P6452-20.htm

2.15.10.3. Traditional style post lamps -

https://www.progresslightingexperts.com/lighting/4-11-11121-0-621299/Progress_Westport---Outdoor-Light---1-Light-in-Transitional-and-Traditional-style---11-Inches-wide-by-19-Inches-high-P5458-31.htm?bide=ext&bidemn=gmapars

2.16. *Driveway and Sidewalk maintenance*

2.16.1. Driveways may not include parking pads in the front of the home and may only extend to the garage side.

2.16.2. Homeowners are responsible for routine preventative maintenance and immediate repairs of blacktop driveway surfaces. This includes routine resealing, crack sealing, and/or patch repairs as needed. Neglected driveways will be subject to warnings/fines.

2.16.3. Homeowners are responsible for routine preventative sidewalk maintenance such as sealing. Neglected sidewalks will be subject to warnings/fines.

- 2.16.4. The homeowner is responsible for snow removal of the sidewalk in front of their home. Sidewalks should be cleared on the day of the snow accumulation.
- 2.16.5. Calcium Chloride must be used for treating sidewalks in icy conditions, if necessary. If other products are used and the sidewalk deteriorates or cracks, the homeowner is responsible for the replacement cost.

2.17. Door replacement/addition

- 2.17.1. Storm doors - Any home may install a storm door as long it meets the following requirements.
 - 2.17.1.1. It is a full view glass door with hardware that matches the color of the home and other existing hardware. Townhouse hardware must be oil rubbed bronze.
 - 2.17.1.2. The door frame color must be solid white or black.
- 2.17.2. Front and rear door replacement - If a front door needs to be replaced, a similar style door must be utilized. If the exact door is no longer available, the owner is expected to find the closest substitution possible. If the door is solid, the replacement may have a window as long as it closely matches neighboring homes. If the door has a window, the replacement may be solid as long as it closely matches neighboring homes.
- 2.17.3. Door color requires approval of the Board of Directors and must be harmonious with the unit. Bold/neon shades are prohibited.

2.18. Garage doors

- 2.18.1. Garage Door Replacement Specifications for Townhomes
 - 2.18.1.1. The unit owner is responsible for all costs and labor related to the purchase, installation, maintenance and replacement of the garage doors.
 - 2.18.1.2. The unit owner shall make an application for approval of the garage door in writing. The unit owner's request shall

demonstrate that the proposed alteration conforms to the regulations.

2.18.1.3. The garage door specifications are as follows:

2.18.1.3.1. The door must have short panels stamped with a carriage house design and top row windows, in a stockton pattern. There should be 8 squares in each rectangular window.

2.18.1.3.2. The replacement door must stay white.

2.18.1.3.3. Doors must include standard spade handles and hinges.

2.18.1.3.4. Installation of the alteration shall be done by laborers who are skilled in the installation of garage doors.

2.18.1.4. All units in a building shall be uniform as to garage doors: color, windows and materials. The only time doors may differ in a building is during the interim period as all doors in all units are in the process of being changed.

2.18.2. Garage Door Replacement Specifications for Single Family homes

2.18.2.1. The unit owner is responsible for all costs and labor related to the purchase, installation, maintenance and replacement of the garage doors.

2.18.2.2. The unit owner shall make an application for approval of the garage door in writing. The unit owner's request shall demonstrate that the proposed alteration conforms to the regulations.

2.18.2.3. Exterior damage done to garage doors requiring homeowners to replace panels must be done within 90 days.

2.18.2.4. The garage door specifications are as follows:

2.18.2.4.1. The door must have top row windows.

2.18.2.4.2. The replacement door must stay white.

2.18.2.4.3. Installation of the alteration shall be done by laborers who are skilled in the installation of garage doors.

2.19. *Parking/Driving*

Please read this section carefully. Failure to adhere to these guidelines may result in a fine schedule for noncompliance.

- 2.19.1. No homeowner may park their vehicles in a manner that causes the vehicle to block sidewalk access to other homeowners. Vehicles must be completely parked on and contained within the asphalt section of a driveway, and may not overhang the concrete section of any driveway at any time unless actively entering or exiting the driveway.
- 2.19.2. While it is the responsibility of Indiana Township to enforce the traffic laws in the Township, including the public streets in Richmond Estates, the Board of Directors would request that drivers please consider both the applicable laws and the community members around them when traveling through the neighborhood. Residents should refrain from speeding and driving distracted, and come to a complete stop at all stop signs prior to proceeding.

2.20. *House numbers*

- 2.20.1. Numbers similar in style and color to those provided by the builder are required and are necessary for emergency responders.
- 2.20.2. All townhome numbers in a building should be uniform in size, style and placement of the numbers.
- 2.20.3. House numbers must easily be legible and maintained by the unit owner.

2.21. *Solar panels*

- 2.21.1. All pipes and materials must be painted to match the exterior of the home.
- 2.21.2. Inverter must be in the garage or behind landscaping.
- 2.21.3. Solar Panels/Collectors must be placed flush with the roof.
- 2.21.4. Solar Panels/Collectors must be non-reflective, one-color (black), low profile, and include skirting on all sides.

- 2.21.5. Solar Panels/Collectors must be contiguous and evenly placed in arrays for an aesthetically pleasing appearance. No checkerboard pattern with gaps will be approved.
- 2.21.6. No panel may extend beyond any roof edge or roof plane.
- 2.21.7. The panels (including any brackets) must not be raised more than 1.5 inches above the existing roof.
- 2.21.8. No portion of the device may encroach on adjacent properties or common areas.
- 2.21.9. Ground mounts are not permitted.
- 2.21.10. All devices must be installed in compliance with the manufacturer's instructions and in a manner which does not void material warranties.
- 2.21.11. Homeowner responsible for all maintenance to the system.
- 2.21.12. Homeowner responsible for all removal/replacement costs when necessary.
- 2.21.13. Homeowners are responsible for any/all costs to remove solar panel systems or transfer ownership upon sale of property.
- 2.21.14. The Owner is responsible for clearing all debris that is caused by the installation or maintenance of the alteration, and to be removed from the premises. Do not dump debris on common ground.
- 2.21.15. The panels must be in the rear roof of the house only. Nothing may be visible from the front street including the battery pack.
- 2.21.16. Contractor signs are not permitted.
- 2.21.17. The Owner must comply with all governmental ordinances, specifications, and regulations concerning the alteration.
- 2.21.18. If any restrictions are violated post installation, the homeowner will be required to remove the panels.

2.22. *Pets*

- 2.22.1. Full-time outdoor pets are not permitted.
- 2.22.2. Exotic, farm animals and illegal pets are not permitted.
- 2.22.3. Pets of any nature must be leashed properly at all times when off of the homeowners property.

- 2.22.4. A pet need not be leashed if the pet remains on the pet owner's private property, or on other private property which the pet owner has permission to allow his or her pet to enter. The pet must be under control of a responsible individual capable of controlling the pet at all times.
- 2.22.5. Pets may not be tied on private property so that their chains or leashes allow them to enter the Common Area or adjacent properties.
- 2.22.6. Pets may not be left unattended for an extended period of time, nor may they be permitted to create a nuisance or unreasonable disturbance of noise.
- 2.22.7. Owners must clean up the excrement of their pet(s) and dispose of it properly. Owners are to immediately remove the excrement from common or private property while walking their pet(s).
- 2.22.8. Outdoor dog houses and cages are strictly prohibited.
- 2.22.9. While any owner may have pets, they are limited to no more than four total dogs and/or cats per home.

2.23. *Birdhouses and bird feeders*

- 2.23.1. Birdhouses and bird feeders need not be approved, provided they are:
 - 2.23.1.1. Of color and materials compatible with the community.
 - 2.23.1.2. Are to the rear of the unit.
 - 2.23.1.3. Are not more than one cubic feet in size.
 - 2.23.1.4. Residents are limited to one.
 - 2.23.1.5. No other type of animal feeder is permitted.

2.24. *Storage of garbage containers and garbage pickup*

- 2.24.1. Garbage containers must be stored indoors, or out of view from the road and neighbors.
- 2.24.2. Garbage containers may be placed in front of the residence at dusk the day before collection and also on the day of collection and must be removed from the front of the residence following collection by the end of the collection day.

- 2.24.3. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- 2.24.4. Large items for trash pickup such as old appliances, carpeting, furniture, etc., shall be kept out of sight until the assigned trash collection day or the evening before.
- 2.24.5. Unit owners must keep all township provided and owner provided trash and recycle bins from sight when it is not a trash pick-up date. This includes pet waste bins. If unit owners neglect to properly store their trash bins, they are subject to fines.
- 2.24.6. Vinyl solid fencing can be used to hide garbage cans in single family homes and end units of townhomes only. The size cannot exceed 60" long x 40" wide x 60" high and must not sit in front of the garage setback.

2.25. *Outdoor decorations*

- 2.25.1. Decorations for any generally recognized event or holiday may be displayed up to thirty (30) days prior to the event or holiday. However, for Federal Holidays, decorations may be displayed 45 days in advance but may not be illuminated until 30 days before the holiday. All decorations must be removed within 15 days after the holiday.
- 2.25.2. Seasonal decorations are not to be stored outside in public view.
- 2.25.3. School sports team decorations may only be displayed during the team season, i.e. football decorations during football season, soccer decorations during soccer season, etc.

2.26. *Signs*

- 2.26.1. All signs placed within the RICHMONT HOA boundaries shall meet with the current sign ordinance requirements as well as the following requirement
 - 2.26.1.1. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising that the lot or unit is for sale or rent.

- 2.26.1.2. After a lot or unit has been sold or rented, signs advertising that the lot or unit has been sold or rented are to be removed within seven (7) business days.
- 2.26.1.3. No political signs or flags are permitted.

2.27. *Vehicles and vehicular storage*

- 2.27.1. All vehicles stored or parked in view from the road or a neighbor, whether on a lot or in a public parking area, shall be whole, in sound condition and fully operable, including a current inspection sticker if applicable for your state.
- 2.27.2. Vehicles are to be parked in a driveway or garage at all times. Vehicles are not permitted to be parked on lawns or on the street.
- 2.27.3. Wrecked or inoperable vehicles must be removed from the owners property or stored in their garage.
- 2.27.4. No motor home, travel trailer, boat, boat trailer, horse trailer, or any similar item shall be parked in driveways, roads or in any public parking area. A limited exception will be made for those items parked in driveways, if they are in route to or in route from storage for the season, vacation of the owner or other similar circumstance. In such a case, the resident is to notify the management company of the date at which the item arrived and the date the item will be taken away. The time period for this exception is limited to one (1) week at any given time and no more than two (2) weeks total in any given year.
- 2.27.5. Commercial vehicles - unit owners who utilize commercial vehicles for work must ensure that the vehicle is no larger than the common SUV/Minivan/PickUp Truck. Such vehicles are permissible in the unit owners driveway; however, street parking of such vehicles is governed by Indiana Township. If the vehicle exceeds the size of a regular personal vehicle, the unit owner may be notified by the HOA and is subject to fines.
- 2.27.6. No motor driven vehicle, such as quads and dirtbikes are permitted to be operated on RICHMONT property other than to and from your drive destination.

2.28. Antenna and satellite dishes

- 2.28.1. 18-inch diameter maximum
- 2.28.2. Antennae and dishes must be inconspicuous from the public eye
- 2.28.3. Required placement is low on the rear roof and the color must blend with the roof.
- 2.28.4. All wiring must be done internally, or it must be concealed for both antennae and dishes.

2.29. Air-conditioning

- 2.29.1. Central air-conditioning compressors limited to the side or rear of the unit.
- 2.29.2. Window air-conditioning units and window fans are strictly prohibited.

2.30. Miscellaneous

- 2.30.1. Radon mitigation systems are partially installed and do not require Board approval.
- 2.30.2. Outdoor storage/firewood - No lumber, bulk materials, refuse, trash, appliances, machinery or other materials shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any approved structure.
- 2.30.3. Clotheslines of any kind are strictly prohibited.

2.31. Townhouse applicable only items

- 2.31.1. Townhouse owners may rent their property given the lease term is no less than 90 days and the HOA is notified when the unit owner vacates the property, and a tenant moves in.
- 2.31.2. Window treatments to be white on exterior view: To promote uniformity and consistency in a townhome community, window treatments shall be

white on the exterior facing side. This applies to drapery, blinds, shutters, or other treatment options available. If a unit owner prefers no window treatments, they shall not block windows with items that interfere with this policy.

- 2.31.3. Landscape lighting (solar path lights, etc) must be contained to the mulch beds and tree rings.
- 2.31.4. For uniformity, driveways must remain Asphalt.
- 2.31.5. Tiki lights, wood storage, fire pits and fire chimneys are strictly prohibited due to the proximity to other units.
- 2.31.6. Noise: property owners have a right to a peaceful home environment. Unit owners who produce excessive noise due to surround sound systems, uncontrolled dog barking, or other noise nuisances that prevent an enjoyable living environment are subject to fines and legal action.
- 2.31.7. Repairs to roofs, gutters & downspouts: Repairs to roofing materials, gutters & downspouts are the responsibility of the townhouse owner.
 - 2.31.7.1. Roof shingles shall match existing roof single color and pattern.
 - 2.31.7.2. Gutters and downspouts shall match the existing ones on the unit in color and quality of workmanship. The Alteration Request form shall indicate the point of discharge of the downspouts.

2.32. Single-family houses applicable only items

- 2.32.1. Homeowners are responsible for all replacements and repairs on their homes. For any changes in color or style they must submit a Request for Review form.

3. Common Area Guidelines

3.1. Storage of private property

- 3.1.1. Private property installed or stored on the Common Area by any individual is strictly prohibited.

3.2. *Alteration of land*

3.2.1. Alterations of the Common Area by any individual without written consent of the Board of Directors is strictly prohibited.

3.3. *Alteration, removal or additions of plants, trees or shrubbery*

3.3.1. Alteration, removal or additions of plants, trees or shrubbery by any individual without written consent of the Board of Directors is strictly prohibited.

3.3.2. Residential units adjacent to or bordering common areas are not permitted to expand their yard by cutting grass, removing or planting trees, bushes, etc. on common ground.

3.3.3. No resident shall dispose of any yard material or other waste on common ground. This includes but is not limited to grass clippings, tree limbs, discarded building materials, etc.

4. Administrative Procedures

4.1. *Meetings*

4.1.1. Annual Meetings

4.1.1.1. Regular annual meetings of the Members shall be held on the second Thursday in January of each year, or as determined by the Board of Directors.

4.1.2. Special Meetings

4.1.2.1. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or on written request of the Members

4.1.3. Regular Meetings of the Board of Directors

4.1.3.1. Regular meetings of the Board of Directors shall be held at least quarterly.

4.1.3.2. Within 48 hours of the regular meeting, minutes will be sent out to residents.

4.2. *Board of Directors and Office*

4.2.1. Election to the Board of Directors shall occur at the annual meeting. Election to the Board of Directors shall be by secret written ballot. At the election the member or their proxies may cast, in respect to each vacancy, one (1) vote for each Lot upon which no premise is constructed. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for the Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The persons receiving the largest number of votes shall be elected. No member of this Association shall have the right to cumulate his or her votes for the election of Directors, or otherwise, or for any other purpose except for the right to exercise a cumulative voting privilege specifically granted or reserved by law.

4.2.2. Board Composition

4.2.2.1. The affairs of the Association shall be managed by a Board of five (5) members who shall be Unit Owners.

4.2.2.2. To qualify for election to the Board, Unit Owners shall (1) occupy their unit as his or her primary residence and (2) be in good standing with the Association.

4.2.2.3. Except as provided herein, Board Members shall serve for a term of two (2) years with staggered Board terms. At the first Annual Meeting following the adoption of this Amendment, there shall be an election of all five (5) Board seats. The three (3) members with the highest number of votes shall serve a term of two (2) years and the two (2) members with the lowest vote shall serve a term of one (1) year to effectuate staggered Board terms. To the extent that nominees are available from each type of Unit, two (2) of the Board Members shall be single family unit owners and two (2) of the Board Members shall be townhouse unit owners, with the fifth Board Member owning either type of Unit. If there are not a sufficient number of candidates from each type of unit, we will proceed with the current nominees.

4.2.3. Term Length

4.2.3.1. Each board member shall serve a term of two (2) years.

4.2.3.2. Board members are not allowed to serve consecutive terms. After serving a two-year term, they must take a minimum of one (1) year off before being eligible to serve again.

4.2.3.3. If there are a lack of nominees for the board, the board will move to 3 seats vs 5 seats.

4.2.4. Staggered Terms

4.2.4.1. To ensure continuity, the terms of board members shall be staggered such that each year, elections are held for either two (2) or three (3) board positions, alternating annually.

4.2.4.2. Current board positions include President, Vice President, Secretary, Treasurer and Auxiliary member.

4.2.5. Multiple Offices

4.2.5.1. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

4.2.6. Duties

4.2.6.1. The duties of the officers are as follows:

- 4.2.6.1.1. The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments.
- 4.2.6.1.2. The vice-president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge all other duties as may be required of him or her by the Board.
- 4.2.6.1.3. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; provide notice of meetings of the Board and the members; keep appropriate current records showing the members of the Association together with their addresses; and perform other duties as required by the Board.
- 4.2.6.1.4. The treasurer shall oversee the bank accounts for all moneys of the Association and shall oversee the disbursement of the funds as directed by resolution of the board of Directors; and assisting in preparing an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members within thirty days of completion.
- 4.2.6.1.5. The Auxiliary member of the board shall complete any additional duties and fill in for or assist other officers.

4.3. *Committees*

- 4.3.1. The Board of Directors may form special committees and subcommittees. Current committees are headed by a board member. Residents are encouraged to participate in committees.
 - 4.3.1.1. Social/welcoming (events, welcomes new homeowners, yard sale)

- 4.3.1.2. Architectural (alteration requests, develops rules/reg)
- 4.3.1.3. Finance (annual budget)
- 4.3.1.4. Landscaping (repairs/enhancements, vendor selection, monitors perform.)
- 4.3.1.5. Maintenance (monitors shared areas, reports issues, pricing for hoa maintenance)
- 4.3.2. Submission of minutes: All committees will submit meeting minutes/agenda items to the secretary at least three (3) days prior to the next scheduled Board of Directors meeting.

4.4. *Alteration Requests Guidelines*

- 4.4.1. Application procedures
 - 4.4.1.1. Each homeowner will submit to the Management company a written proposal for exterior additions, changes, alterations, or improvements to the property using the "Alteration Requests" form. The proposal will contain a description of the project, including the height, width, length, size, shape, color and location of the proposed improvements. Photographs or sketches of similar completed projects will aid in the Board of Directors consideration process. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included.
 - 4.4.1.2. Oral requests or approvals will not be considered or given. Each request must be specifically approved in writing by the Board of Directors, even though the intended improvement conforms to the Policy Resolution.
 - 4.4.1.3. No work shall be started on any project until the resident has received approval for the project.
- 4.4.2. Processing the Alteration Requests form
 - 4.4.2.1. Alteration Requests forms shall be e-mailed to the Management Company.

- 4.4.3. After reviewing the applications the Board of Directors will recommend one of the following:
 - 4.4.3.1. Approval
 - 4.4.3.2. Disapproval based on Insufficient information or does not conform to Policy Resolution/Governing documents
 - 4.4.3.2.1. Note: The Board of Directors must provide the applicant with specific reasons for disapproval
 - 4.4.3.2.2. All Alteration request Forms will be reviewed via email or at the next scheduled Board meeting.
 - 4.4.3.2.3. Failure to submit an Alteration Request form for any project requiring prior approval is in itself a violation
- 4.4.4. Board of Directors Approval
 - 4.4.4.1. Approval email sent: The Board of Directors will either approve or disapprove the application and will send an appropriate email to the applicant by way of the Management Company.
 - 4.4.4.2. Co-signatures are required: The Board of Directors requires the signatures of the adjoining property owners on Request for Review forms.
 - 4.4.4.3. Approvals are valid for one (1) year: All approved requests are valid for one (1) calendar year from the date of the authorized Board of Directors approval.
 - 4.4.4.4. If a proposal is rejected, the applicant may request reconsideration and is encouraged to present new or additional information which might clarify the request or demonstrate its acceptability. Final appeal may be made to the Board of Directors.
 - 4.4.4.5. The Board of Directors will answer a request as promptly as possible. If the Board of Directors fails to reply to the applicant within (30) days of the date received by the Management Company, then the request is considered to have been approved.
 - 4.4.4.6. The management company shall keep records of all Requests for Review noting the time of receipt, the unit number, the nature of the request, the date and action of the Board of Directors, and

the date the answer was communicated to the party making the request.

4.4.5. Appeals procedure for disapproved Alteration request proposals

- 4.4.5.1. Appeals must be emailed to the Management Company business address at least two (2) weeks before the next Board of Directors meeting at which time a hearing on the matter will be held. The Board of Directors may choose to hold the hearing at a special meeting to be held within seven (7) business days of the regularly scheduled Board of Directors meeting.
- 4.4.5.2. The Board of Directors and the applicant should be present at the appeal hearing. If any of these people cannot attend the hearing, the Board of Directors may elect to continue the hearing at its next regularly scheduled Board of Directors meeting or at a duly called special meeting.
- 4.4.5.3. Within thirty (30) days of the conclusion of said hearing, the Executive Secretary shall notify the applicant as to the Board of Directors' decision.
- 4.4.5.4. If the homeowner remains dissatisfied with the decision to deny a request, they may appeal to the association for a majority vote.

4.5. *Building/Work Permits*

- 4.5.1. Approval of any project by the Board of Directors does not waive the necessity of obtaining the required township or county building, grading, occupancy or work permits.
- 4.5.2. Obtaining the proper permits does not waive the need for Board of Directors approval.
- 4.5.3. The Board of Directors will not knowingly approve a request that is in violation of applicable building codes, zoning ordinances or other regulations.
- 4.5.4. During construction, a building permit from the township must be visible in a front facing window.

4.6. Enforcement procedures and Fine schedule

4.6.1. Inspection

- 4.6.1.1. The Board of Directors shall be responsible for seeing that the management company inspects the individual units for possible violations of the Board of Directors standards and for failure of residents to submit an Alteration request form.
- 4.6.1.2. Inspections may be made from the private property of a resident filing a complaint for violations in the rear of the units. Common ground may be used to view the rear of units as well.
- 4.6.1.3. The Board of Directors shall be responsible for investigating good faith complaints received from residents regarding alleged violations.
- 4.6.1.4. The management company shall be responsible for conducting inspections of previously cited violations for compliance.

4.6.2. Fines and violation enforcement protocol

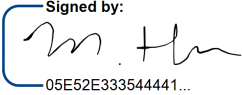
- 4.6.2.1. Fines and fine protocol are defined here and pertain to each rule listed.
 - 4.6.2.1.1. Violation 1: Written notice
 - 4.6.2.1.1.1. An email/letter sent by the management company to the resident and the owner (if not the resident) and a copy of the letter to the Board of Directors.
 - 4.6.2.1.2. Violation 2: Written notice + \$100 fine
 - 4.6.2.1.3. Violation 3: Written notice + \$150 fine
 - 4.6.2.1.4. Violation 4: Written notice + \$200 fine
 - 4.6.2.1.5. Excess Violations with no remedy: Referred to legal at the full expense of the homeowner
- 4.6.2.2. Except in the event of an emergency, Violation 1 affords a 30 day timespan to correct the issue. If unresolved after 30 days, violations 2 - "Excess" shall occur with a span of 30 days between each (compounded: so if you do not pay fine 1 and receive fine 2--you owe for both, etc.)

- 4.6.2.3. Extensions: At the sole discretion of the Board of Directors, an extension for the time to cure may be granted if a resident is unable to cure the violation in the time given. If the resident is unable or if it would be a hardship to correct the violation in the time given for cure, the resident shall, in writing, request an extension of the time to cure. The letter should be sent to the management company.
- 4.6.2.4. Appeals procedure for Notice of Violation and Fines
 - 4.6.2.4.1. Appeals to Board of Directors decisions must be made in writing and sent to the Management Company. If the owner is not satisfied with the Board of Directors response to the appeal, they may appeal in writing to the Board of Directors.
- 4.6.2.5. Fines are the personal obligation of the Unit Owner and a Lien on the Unit. AT THE SOLE DISCRETION OF THE BOARD OF DIRECTORS, A CIVIL SUIT MAY BE FILED FOR FAILURE TO PAY A FINE AND FOR THE COST INCURRED BY THE BOARD TO CORRECT A VIOLATION THE UNIT OWNER REFUSED TO CORRECT.
- 4.6.2.6. ALL OUTSTANDING FINES AND/OR VIOLATIONS WILL BE NOTED IN A CERTIFICATE OF RESALE.

5. Implementation

- 5.1. This policy resolution becomes effective as of the date written below. The Board of Directors may from time to time amend this policy resolution, as deemed appropriate, and includes, but is not limited to, amount of fines for specific violations.
- 5.2. Any such amendment(s) will be appropriately communicated to all RICHMONT residents.

Signed by:



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Meghan Steel Hughes

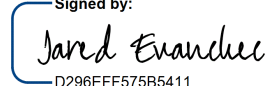
President

12/9/2024 | 8:16 AM EST

Signature

Date

Signed by:



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Jared Evanchec

Term ends

1/9/2025

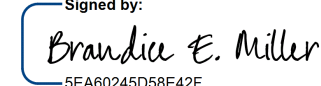
Vice President

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Signature

Date

Signed by:



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Brandice E. Miller

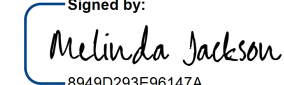
Treasurer

12/8/2024 | 9:39 PM EST

Signature

Date

Signed by:



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Melinda Jackson

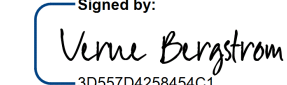
Secretary

12/6/2024 | 5:40 PM EST

Signature

Date

Signed by:



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Verne Bergstrom

Auxiliary Member

12/8/2024 | 9:41 PM EST

Signature

Date