

Peppergrass Homeowners Association

Policies



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BUILDING MAINTENANCE, REPAIR AND LANDSCAPE RESPONSIBILITIES

ASSOCIATION RESPONSIBILITY

1. Outside walls: From the studs and framing on the exterior wall to the outside of the siding and front brick façade, excluding insulation. Includes the garage door and all exterior painting and excludes screened in or glassed in porches and decks. Association will paint entry doors so long as owner schedules a mutually convenient time to do so with the painter.
2. Roofs: From the inside surface of the roof plywood sheeting to the outside of the roofing material for the entire roof (building unit, garage and porch). This also includes all flashing, chimney metal caps, soffits, gutters, downspouts, splash pans, and buried drainpipes. Skylights and any leaks associated with the skylights are not included. The repair of all interior water damage caused by roof leaks is the responsibility of the owner. *NOTE: gutters are scheduled to be cleaned once each spring and fall. Some units may require additional cleaning, and residents are responsible to report clogged gutters, downspouts and drains to the property manager for additional cleaning/maintenance.*
3. Driveways, front entrance and front sidewalk: Any other sidewalks and/or patios are not included. This includes surface repair, if required, and the sealing of all cracks in the blacktop to minimize water damage and/or freezing during the winter.

OWNER RESPONSIBILITY

1. Building: All portions of the building not specified in paragraphs 1, 2 & 3 above.
2. Plumbing: All water, gas, and sewer pipes within the unit and outside to the water/gas meters and sewer clean out. This includes the hot water heater, outside faucets, gas grills, and all other fixtures. The homeowners association will assume responsibility for sewer clogs from the owner's sewer clean out to the sewer main and only if the owner has installed a sewer clean out.
3. Electrical: All wiring within the unit and to the electric meter. Includes all fixtures and appliances.
4. Heating/Air Conditioning/Vents: Furnace, heat pump, A/C compressor, temperature controls and ductwork. This includes all vents for furnace, water heater, and dryer.
5. Fireplace: Inspection and cleaning, chimney flues, fresh air vents, fans and gas logs.
6. Garage door opener: Includes tracks, balance springs, etc. required for opener.
7. Glass & screen surfaces: All windows, window and porch screens, storm doors and skylights.
8. Interior finishes: All interior painting, carpeting, vinyl and tile floor/wall coverings.
9. Weather stripping: Replacement of all weather stripping including that for the garage door.
10. Decks, patios, fences, glassed in or screened in porches: All decks, patios, fences, glassed in or screened in porches, screening between units and fences.
11. Outside cleaning: General cleaning of the outside of the unit to remove spider webs and dust, washing of siding, windows, sweeping of the front entrance, etc. are the responsibility of the owner.
12. Floors, sub floors: All floors, sub floors, floor joists and structural beams and all areas of the crawlspace. In the case of slab flooring, owner is responsible to the lower part of the concrete slab.
13. Landscaping: Owners are responsible for landscaping within the 10-foot area around the perimeter of their condominium, to include all mulching and shrub/plant care. Damages to a unit caused by trees or plants within the 10-foot perimeter of a unit are the responsibility of the owner of that unit. The association will, however, be responsible for shrubbery trimming and removal of dead plants within this area.
14. Radon mitigation: including blower, controls, exterior venting and suction piping under slab or basement floor.

Contact the Peppergrass property manager or board prior to any exterior upgrades or exterior repairs.

Responsibility		Element
assoc	owner	
	■	A/C compressor
	■	Appliances and equipment
	■	Attic (interior)
	■	Beams (structural, decorative)
	■	Bathroom fixtures
	■	Bulkheads (kitchen, bath)
	■	Cabinets (kitchen, bath)
	■	Cleaning (exterior, interior)
	■	Concrete pad (patio, porch floor)
	■	Crawlspace
	■	Deck
	■	Doors (exterior, interior)
	■	Doorframes (exterior, interior)
■		Downspout and splash pan
■		Drainpipe (buried)
	■	Draperies, shades, and hardware
■		Driveway (blacktop, concrete)
	■	Ductwork (A/C, heating)
	■	Electrical outlets
	■	Fans (ceiling, exhaust)
■		Fascia (exterior)
	■	Faucets (exterior, interior)
	■	Fireplace, fireplace enclosure & flue
■		Fireplace chimney & cap
	■	Floor (slab, sub-floor)
	■	Floor treatment
■		Foundation (blocks, footings)
	■	Furnace (unit, ductwork, vent)
■		Gable vents
■		Garage door
	■	Garage door opener
	■	Garage door track and springs
	■	Gas logs
	■	Gas pipes
	■	Ground beneath slab floor
■		Gutters
■		Gutter cleaning
	■	Heat pump
	■	Insulation (attic, wall)
	■	Joists (ceiling, floor)
■		Landscaping (common area)
	■	Landscaping (within 10' of unit)
	■	Lights (exterior, interior)
■		Mulch (common area)
	■	Mulch (within 10' of unit)

Responsibility		Element
assoc	owner	
	■	Negative Grade
	■	Outlets (electrical)
■		Painting (exterior)
■		Painting (exterior sills)
■		Painting (exterior window frames)
■		Painting (free-standing posts)
■		Painting (front door, garage door)
	■	Painting (interior)
	■	Painting (porches, sunrooms)
	■	Plumbing (water, gas, sewer lines)
	■	Privacy fence
	■	Radon mitigation
	■	Rafters (attic, roof)
■		Roof (deck, underlayment)
■		Roof (shingles)
	■	Screens
■	■	Sewage line (see written policy)
■		Sheathing [OSB, plywood]
■		Siding
■		Shingles
■		Shutters
■		Sidewalk (to front door)
	■	Skylights
	■	Slab (floor, patio)
■		Soffit (exterior)
	■	Stairs (attic-access, interior)
■		Steps, stoops (exterior)
	■	Storm door
■		Studs (exterior)
	■	Studs (interior)
	■	Sub-floor
	■	Thermostat
■		Trees, shrubs (common area)
	■	Trees, shrubs (owner-installed)
	■	Vent (dryer, water heater, furnace)
	■	Wall treatment (interior)
	■	Water damage (interior)
	■	Water heater
	■	Water pipes
	■	Weather-stripping
	■	Windows
	■	Window frames (exterior, interior)
	■	Window treatment
	■	Wiring

Adopted March 18, 2003
 Revised April 18, 2006
 Revised April 9, 2013
 Revised August 13, 2013

Revised January 8, 2014
 Revised February, 2016

CLUBHOUSE RULES/AGREEMENT FORM

1. The clubhouse should be considered an extension of your home it should be cared for and used in the same manner.

2. Only residents of Peppergrass may use the clubhouse facility. **It may not be used for political or profit making functions.** Persons who rent or lease a home in Peppergrass may use the facilities ONLY after the Association has received a properly signed and acknowledged "Delegation of Rights and Assumption of Liability" from the responsible homeowner.

3. The resident who engages the Clubhouse must remain on the premises throughout the entire time of usage, including clean up.

4. Other participants in Clubhouse activities must be guests of the Peppergrass resident reserving the facility.

5. Because of the close proximity to residences, loud or boisterous activity is prohibited. Activities shall not invade the privacy of the surrounding neighbors, and all activities shall be conducted within the recreational facilities, and the rules and regulations applicable to the recreational facilities shall apply to everyone attending the function. No live bands are allowed. Guests of the resident reserving the clubhouse shall not use the pool facilities or the tennis courts.

The Property Manager or any Director may request any person violating the provisions of this agreement to leave the common areas of Peppergrass. Any person failing or refusing to comply with such request shall be considered a trespasser and shall be treated accordingly.

6. The resident reserving the Clubhouse shall be responsible for cleanup of the Clubhouse and premises. Cleanup shall include, but is not necessarily limited to the following:

- a. vacuuming of all carpeted areas.
- b. sweeping and/or mopping of all non-carpeted floor areas.
- c. wiping clean all counter tops, tables, and any other soiled areas, clean kitchen sinks & counter tops.
- d. cleanup of all food and/or drink spills including removal of all spots on carpet and upholstery.
- f. pick up trash inside and outside. Trash must be placed in resident's own containers and removed from the premises.

DO NOT LEAVE LEFT OVER FOOD OR BEVERAGES. TAKE IT WITH YOU!!!!

- g. return folding tables and chairs to storage areas, and leave other furniture arranged as found.
- h. clean bathrooms & secure the building by turning off lights and appliances and locking all doors.

Residents may use available cleaning supplies and equipment at the Clubhouse. If none are available, residents must provide their own. CLEANUP must be completed no later than 12 hours after the end of the event, or before the scheduled beginning of another event, whichever comes first. AFTER THE CLEANUP DEADLINE, AN INSPECTION WILL BE MADE WITHIN 72 HOURS.

7. Each resident who uses the Clubhouse shall be responsible for any damage or loss caused by any member of his/her party. The resident assumes full financial responsibility for any repair or replacement in excess of the deposit. Any damage or loss should be reported at time key is returned.

8. The Clubhouse shall be reserved on a "first come, first served" basis. To reserve the Clubhouse, contact the Property Manager's office at 812-336-6246 (leave message) to check availability on desired date and time. This agreement must be signed and deposits of \$35.00 (rental fee) and \$75.00 (cleaning fee) made to reserve the Clubhouse. The deposit of \$75.00 will be fully refunded as long as no additional cleaning is needed. Homeowners may form interest groups for use of the clubhouse. These groups must be approved by the Peppergrass Board and must be open to all association members. No rent or deposit will be required for regular meetings of such groups. The homeowner who accepts responsibility for leadership of such groups shall be responsible for fulfilling all of the rules for use of the clubhouse.

9. The key may be checked out during the scheduled office hours not more than 10 days before the scheduled date. Keys are to be returned within 2 days after the Clubhouse is used. Failure to return the key will result in an assessment against the unit owner in an amount sufficient to pay for rekeying the locks and replacing all existing keys for the locks.

10. No parking in front of mailboxes or on the grass.

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11. All persons must vacate the Clubhouse no later than 12:00 a.m.

12. Peppergrass Homeowners' Association is not responsible for personal effects of persons using the Clubhouse, or for their illegal acts.

Revised October, 2015



Reserved by _____
Address: _____
Phone _____ Date reserved _____ From _____ To _____

Number expected: _____ Will liquor be served? Yes___ No___
Will food be served? Yes___ No___

I/WE THE UNDERSIGNED, HEREBY AGREE TO THE ABOVE RULES AND ASSUME FULL LIABILITY FOR ANY DAMAGE DONE TO THE FACILITY AND INDEMNIFY THE ASSOCIATION FOR ANY LOSS OR ACTION ARISING FROM MY/OUR USE OF THE FACILITIES. I/WE ALSO UNDERSTAND THAT MISCONDUCT ON THE PREMISES OR MISUSE OF THE FACILITIES MAY RESULT IN THE SUSPENSION OF MY/OUR RIGHTS TO FUTURE USAGE OF THE FACILITIES.

I/WE AGREE THE FACILITY WILL NOT BE USED FOR POLITICAL OR PROFIT MAKING PURPOSES.
Signature of resident _____

This agreement cannot be assigned, amended or modified without the express written consent of both parties to the agreement.

The receipt of a deposit of \$_____ is acknowledged.

Signature of resident _____ Date _____

Signature of Manager _____ Date _____

Receipt of key # _____ is acknowledged by _____ on _____

Return of key # _____ is acknowledged by _____ on _____

Inspection results:

Carpets _____

Non-carpeted floors _____

Kitchen area _____

Furniture _____

Restrooms _____

All doors locked _____

Other _____

INSTRUCTIONS:

1. Submit 2 checks, both payable to Peppergrass Homeowners' Assn. One in the amount of \$35 (which is for renting the clubhouse and will be cashed) and the other in the amount of \$75.00 (which is a cleaning deposit and will not be cashed unless it is necessary to send someone in to clean after you).
2. Sign the rental agreement form where it says "Signature of Resident".

Updated 12/11/2014

This proposal is based on the following assumptions:

1. Amenities and planting beyond 10 ft of individual units constitute communal property
2. Each homeowner has a share equal to, but not greater than, 1/185th of communal property
3. The board has jurisdiction over communal property
4. The board has not surrendered this jurisdiction over communal property to any other agency or individual

Proposal Policy on Communal Property:

1. Requests by individual homeowners for changes to communal property must be presented to the Peppergrass Board of Directors, either directly or through the appropriate committee chair
2. Such requests will be discussed and officially decided by the board in executive session (i.e. that part of the board meeting that follows the open session in which homeowners may address the board)
3. In reaching official decisions, the board will strive to balance individual and communal interests
4. The board will convey such decision to the property manager
5. The property manager will convey such board decisions to the individual concerned
6. The property manager will take all necessary steps to execute such board decisions

Adopted October 19, 2004

Retyped August, 2016



If you need repairs to your condo which you believe are the responsibility of the HOA, you should report them to the Property Manager's office.

By phone: 812-336-6246 - Leave a voice mail message with the following details: Name – Address – Contact Number – Problem/Issue Details

By email at info@costleycompany.com - Include the same information as mentioned above using your address in the subject line. Example: 1010 Drury Lane Repair Request

Voice and email messages are monitored frequently throughout regular business hours. Once a message is retrieved and a work order written, a repair person will assess the situation and, if possible, complete the repair within 3 business days. Larger repairs that require a bid or repairs awaiting better weather may take longer. When repairs are completed the maintenance company *should* leave a door hanger to signify the work has been completed. *If you do not see a door hanger after 3 business days you should contact the property manager.*

Messages left after regular business hours, weekends or holidays, will be retrieved the next business day.

Adopted May 2014

Definition of Emergencies

An emergency is any situation with risk to life or property. In a true emergency or life-threatening situation, immediately contact emergency services at 911 BEFORE contacting the maintenance company. Examples of true emergencies include fire, gas leaks, or floods. In case of a fire or gas leak, go outside and get well away from the residence before using the phone.

After contacting emergency services, or if you have a serious but non-life threatening situation (such as no heat, broken water line, or after-hours lockout) you may contact the maintenance company paging system at 812-331-3941. Leave your call back number. If you do not receive a call back within 15 minutes, you may use the "back up" emergency number 812-331-3841 for assistance. NOTE: If you contact the after-hours maintenance emergency company you will be billed for the service call and work if the work performed is an owner responsibility (such as a lock out or furnace repair).

This policy is a plan for the Peppergrass Homeowners Association in the matter of retention and destruction of association documents, both hard copy and electronic. The Peppergrass Board of Directors will determine the length of time documents should be retained, as well as the time documents should be destroyed.

Property Manager Responsibilities

The Peppergrass Property Manager will retain all official documents representing the daily, monthly, and yearly business of the association. This will include:

- Bank statements, deposit slips, processed checks, maintenance fees and any other official banking documents managed by his/her office
- Vendor bids, work orders, invoices
- Maintenance issues received and reconciled
- Yearly budget
- Peppergrass insurance
- Correspondence

These documents in particular and any other miscellaneous documents pertaining to Peppergrass will be retained by the Property Manager for two (2) years at his/her location. (Current year/preceding year) At the close of each calendar year the Property Manager will bring, to the clubhouse, the previous year's documents. For example: manager keeps 2015; surrenders 2014 or earlier documents. if there are any.

Secretary of the Board Responsibilities

- Organize hard copy documents received each year from the property manager
- Store in the office at the clubhouse
- Documents are to be archived for seven (7) years
- Documents older than the stipulated seven (7) years may be destroyed by shredding

Any archived documents prior to 2012 should have the following documents removed before shredding and a file created and stored in file cabinet in clubhouse office:

- Agendas
- Minutes
- Treasurer's Reports
- Monthly Statements from Property Manager
- Budget Information
- Annual Meeting Information
- Newsletters
- Vendor Contracts
- Policies



Electronic Retention

As of the date of this document, as voted on by the Board of Directors, the following documents should be stored on the OneDrive (storage cloud):

- Agendas
- Minutes
- Treasurer's Reports
- Monthly Statements from Property Manager
- Committee Reports
- Budget Information
- Newsletters
- Annual Meeting Information
- Vendor Contracts
- Policies

- Legal Documents, correspondence

- Insurance Proposals

As of the date of this document, electronic documents seven (7) years old or older, may be deleted by a majority vote of the Board of Directors. However, as the electronic documents are kept in a storage cloud, it is presumed the documents could be kept for many years if the board thinks it is advisable.

Litigation/Audit/Investigation

In the event of any litigation, audit, or investigation no documents may be destroyed until a resolution has been reached and authorization is given by a majority vote of the Board of Directors.

October, 2015

DISCUSSION: The Peppergrass Constitution and By-laws delegates the board of directors with the responsibility of recommending and approving rules and regulations governing the common areas and conduct of members and their guests. This memo is submitted to the board to help clarify and interpret Peppergrass Homeowners Association By-law, Article VII, Section 2, paragraph (1) (5). “Maintain the exterior of the buildings on the lots (unless the maintenance is required because of the negligence or willful act of the lot owner or the lot owner’s guests or invitees) EXCEPT the following which shall be the responsibility of each owner as to such owner’s lot”...”repair and replacement of the exterior privacy fences, exterior decks and patios.”

Most Peppergrass homeowners are aware of the requirement to request approval from the board prior to the installation of a privacy fence. Until recently, these fences have been all wood and ranged in height from a few feet to over 6 ft. In addition, these fences are normally adjacent to the homeowner’s individual condo.

Several fences owned by Peppergrass residents have started to show extensive wear and probably should be repaired, replaced, or removed.

In recent years improvements have been made in vinyl fence products and these installations will probably become more common in the future. This possibility is increased because of studies indicating that the ingredients used to preserve outdoor wood products may contain hazardous materials.

The follow actions are submitted for consideration to the board for the ongoing maintenance of Peppergrass homeowner’s fences.

1. Establish a committee of at least 2 board members and 2 non-board members to make an annual inspection of fences (decks/patios)
2. Committee would report to the board their findings and recommendations after each annual inspection of those fences (decks/patios) in need of repair
3. The board would decide on actions required and contact the homeowner identified in the report. Actions recommended by the board to the homeowner would be to repair, replace, or remove. Once given 30 day notice, those homeowners who refused to take action as recommended by the board will have their fence (deck/patio) removed by the association and will be billed or assessed for the expense
4. There would be no change to the current approval requirements for the installation of fences, except the homeowners would be made aware of the responsibility of fence repair at the time of their request.

Memo from Architecture Committee dated May 11, 2002
Approved June 18, 2002
Re-typed August, 2016



The annual paint contract includes painting of front doors. It is the responsibility of the homeowner to schedule a mutually convenient time with the painter for this service. Any homeowner who does not take this initiative will not have their door painted. If the homeowner chooses to have the HOA contracted vendor paint the entry door, the color will be white, light beige, or gray (neutrals), or a color that matches the siding.

A notice will be sent to all owners scheduled for painting, reminding them of their responsibility for scheduling and setting a time limit for this action. If the door is not painted during the scheduled paint cycle, it will have to wait until the next planned association paint rotation.

If a homeowner/resident wishes to paint their front door a color different than those listed above, it must be at their expense and board approval must be obtained in advance using the following procedure:

1. Complete the "Request for Addition or Alteration to Property" form (on website) or from a board member or Property Manager
2. Present a paint sample of the color.

It is recommended the type of paint be the same as is currently being used. Example: latex on latex.

If a homeowner/resident has painted the front door a color different than those listed in the first paragraph the homeowner/resident is responsible for future maintenance of the front entry door.

Adopted October, 2015



PEPPERGRASS RULES

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MEADOW RIDGE VILLAGE AND PEPPERGRASS >> ARTICLE VI: ADDITIONAL COVENANTS, RESTRICTIONS AND CONDITIONS

(k) No animals, birds or reptiles of any kind shall be raised, bred or kept for commercial purposes. No animals except dogs, cats and other common domestic household pets may be kept on the premises. All pets must be supervised and kept under control at all times; staking animals on Lots or in the Common Area without supervision is prohibited. The Association, through its Board of Directors, shall be entitled to prohibit certain pets from the Community. All pet owners shall be responsible for removing any pet waste left by their pets and shall be responsible for damages caused by such pets.

You must pick up your dog's waste immediately EVERY SINGLE TIME and dispose of it in a sanitary manner. You must pick up your dog's waste anywhere and everywhere on Peppergrass property — even in the green space areas. Your dog must always be controlled and supervised when outside and you must obey local leash laws.

If you are unable to care properly for your dog for a period of time due to ill health or other issues, try to enlist the help of friends and neighbors, board your dog, or hire a dog walker. Your dog is your responsibility.

If your neighbor owns a nuisance dog. Keep a written and photo record of nuisance incidents, noting the problem and the time and date. Report all incidents to Bloomington Animal Care and Control at 812-349-3492. It will likely take several reports to Animal Care and Control before they will take any action, but note that they may fine owners up to \$50 per incident for ongoing problems. Also report the problem to the property manager.

CITY OF BLOOMINGTON RULES

CITY OF BLOOMINGTON, INDIANA: Local laws regarding pets: You are responsible for preventing your companion animal from being a public nuisance (including barking excessively, acting in an aggressive manner, destroying other people's property, and defecating on property other than the owner's). Failure to prevent your animal from being a public nuisance will result in fines of up to \$50 per offense.

June, 2015



If you do not want plants in the 10-foot planting area around your unit to be trimmed, please get a red flag(s) from the association and put a flag where it is clearly visible in ALL planting areas around the unit. If red flags are present, ALL landscaping in the perimeter will be left untouched. Red flags are available by contacting the property manager or a board member.



Satellite Antennas (Dish)

1. No exterior antennas for radio signal reception are allowed.
2. Direct TV antennas (dishes) or other antennas to receive television broadcast signals are allowed within the following restrictions:
 - a. Antennas cannot exceed 1 meter (39 inches) in diameter or length.
 - b. Antennas for TV broadcast signals will be placed inside the building structure if quality signal reception is feasible.
 - c. If outside placement of antennas is essential for quality signal reception, they will be placed so as to be invisible from the front of the building. If placement in this manner precludes quality reception, they will be placed in the most inconspicuous location possible which still assures quality reception.
 - d. Antennas will be placed with due consideration for safety and free access to buildings and yard areas, including the following:
 - i) All relevant fire codes will be observed in installation of the antenna.
 - ii) No line of sight problems can arise from the installation of the antenna (including but not limited to driveway or roadway line of sight).
 - iii) Antennas will be installed with the proper distance from all power and utility lines.
 - iv) Antennas will be installed per manufacturer specifications including being properly secured and properly grounded.
 - e. Direct TV antennas (dishes) being permanently installed in visible locations will be painted colors which blend with backgrounds on which they are mounted (This restriction is waived if painting the antenna would impair reception)
 - f. Damage to siding, roofs, or other parts of buildings resulting from current or future installation of antennas will be repaired at property owner's expense. The same will apply to all future owners of the property.
 - g. Residents wishing to install antennas are required to request approval of the Board of Directors prior to installation. Consideration by the Board will be prompt and will be to insure that the above provisions and restrictions are met.

Political Signs Policy

Peppergrass residents may display up to three political signs related to a current election. Signs may not be displayed prior to 30 days before any election and must be removed within five days after the election. Signs may not be placed further than ten feet from the homeowner's unit and should not interfere with the landscape crew's ability to maintain the property. Each sign may not be larger than 32 inches wide by 22 inches tall. Residents are responsible for any costs incurred by the association for removal of signs that are improperly posted in regard to location or time frame.



Sign Regulations – City of Bloomington June, 2016

The City of Bloomington enacted new sign regulations which went into effect June 6, 2016. A full copy of the letter sent to our property manager can be found on the Peppergrass website. The new regulations will prohibit virtually all temporary signs from being displayed in the City's right of way. Examples of sign types that are now prohibited from being placed in the right of way include: election signs, real estate signs, garage sale signs, and signs directing or informing people about a specific event or function. The City's public right of way is generally identified as that strip of land between the public street and the sidewalk.

Snow Removal Policy

Snow will be removed from public sidewalks and mailbox areas when accumulation reaches one inch. Additionally, after each snowfall, snow will be removed one time from all driveways and front entryways when snowfall reaches three or more inches. Snow removal crews will remove snow around vehicles parked in drives to the extent possible without causing damage, but crews will not return to do additional after vehicles are moved.

During periods of icing conditions, homeowners may use ice melt, locally available at many groceries, hardware, and home improvement stores. Products vary in regard to the temperatures at which they are effective: read label directions carefully.

*See original document on OneDrive for Snow Removal Vendor Guidelines
Adopted April, 2014*



1. Installation of a solar energy system must be pre-approved by the Peppergrass Home Owners Association (HOA) Board of Directors. An application must include:
 - a. A plot or site plan of the property, drawn to scale, showing the boundaries, dwelling, driveways, utility easements, drainage, number of collectors, attachment to roof or ground and any other exterior components.
 - b. An illustrated sales sheet or brochure clearly depicting the unit and materials used must be included.
 - c. Calculations must be provided showing the number and area of the collectors requested. An engineering analysis showing compliance with the Uniform Building Code and certified licensed professional engineer must also be submitted.
 - d. Due to the complexities of evaluating a solar energy system, the normal 30 day approval process as described in the HOA's Declaration of Covenants, Conditions and Restrictions, Article V, Architectural Control will not apply.
2. Nearby neighbors as defined by the HOA Board of Directors will be notified of the submission, and their input will be taken into consideration.
3. Solar collectors are allowed within the following restrictions:
 - a. Solar collectors, whenever possible, should not be installed on the street side of the building, should be installed on the plane of roof material (flush mounted) and shall not extend above the ridge of the roof. Panels may be pitched differently from the angle of the roof only to the extent necessary for solar efficiency.
 - b. All exterior plumbing lines and conduits should be painted in a color scheme consistent with the structure and materials adjacent to the pipes, i.e. pipes on walls should be painted the color of the walls while roof plumbing/conduits should be the color of the roof.
 - c. Aluminum trim, if used and visible, should be anodized or other color treated, if necessary.
 - d. All panels shall be secured so that they do not jeopardize the safety of residents or cause damage to adjacent properties.
4. If the Energy Generation Device is approved:
 - a. Adherence to Approved Details and Plans:
 - i. The Owner must install and operate the Energy Generation Device in accordance with the approved detail plans and specifications, all of the requirements set forth in this policy, and any other requirements imposed by HOA.
 - b. Continued Maintenance:
 - i. The Owner must maintain the Energy Generation Device(s) in good operational condition and in a manner that does not cause an annoyance or inconvenience to other residents.
 - ii. Due to the additional costs involved in ongoing and future roof maintenance as a result of roof mounted solar panels, all roof maintenance and replacement under and adjacent to the solar panels will become the owner and subsequent owner's responsibility.

i. Approval in no way should be construed as a representation, guarantee, or warranty, etc. by the HOA that collection of solar energy shall be adequate for the Owner's needs.

d. Building Damage:

i. Any damage to siding, roofs, or other parts of buildings resulting from current or future installation of the solar energy system will be repaired at property owners expense. The same will apply to all future owners of the property.

e. Damage and Liability Insurance:

i. The Owner who installs Solar Collection Devices must be aware of the unique dangers and his or her liability from such events caused by high winds, ice, etc. Adding these devices to Homeowner's insurance is mandatory.

5. Abandonment:

a. In the event that a solar energy device is allowed to be in disrepair, or not be used for a minimum of 6 months, the current owner of the property will be required to remove the structure or put the device back into service within 3 months of notice. If device is removed, all components shall be removed and the property (improvements and/or land) shall be repaired. In the event of a sale of the property, the new owner shall be made aware of the abandonment restriction prior to sale.

6. Approval for modifications:

a. Owners shall submit an application for approval to the HOA Board of Directors with detailed plans for any subsequent modifications made to the Energy Generation Device(s) and/or external Energy Efficiency Measures.

7. Waivers/Variances:

a. The HOA will require the applicant to provide a written statement by a solar energy expert that the restrictions imposed by the HOA will have the effect of (1) substantially interfering with the collection of solar energy or significantly impacting the performance of the device or measure, and/or (2) significantly (over 20% for example) increasing the cost of the device or measure. In such cases, the HOA may permit variances to these installation criteria to the minimum amount as is reasonably required to allow the device or measure to function properly and to minimize any increase in the cost of the device.

8. Amendment:

a. This Energy Device/Measures Policy may be amended from time to time as required.

Adopted: 2013



1. Storage units built by contractors, carpenters, owners, or other individuals are not allowed.
2. Pre-manufactured storage units are allowed with the following restrictions:
 - a. Installation and maintenance are at the owner's expense; the same shall apply to all future owners of the property
 - b. Storage unit does not exceed 7 ft in length (measured across the face of the unit)
 - c. Storage unit does not exceed 3 ft. in depth (measure across the side of the unit)
 - d. Storage unit does not exceed 6 ft in height (measured from unit base to highest point)
 - e. Storage unit is neutral in color (examples: gray, beige)
 - f. Storage unit is neutral in style and appearance
 - g. Storage unit is not attached to dwelling
 - h. Storage unit is installed with due consideration for safety and free access to buildings and yard areas, including the following:
 - i. All relevant fire codes are observed during the installation of the storage unit
 - ii. No line of sight problems arise from the installation of the storage unit (including, but not limited to, driveway or roadway line of sight)
 - iii. Storage unit is installed with the proper distance from all power and utility lines
 - iv. Storage unit is installed per manufacturer's specifications, including being properly secured
 - i. Storage unit is installed in the area least visible to the public
 - j. Storage unit is located so that its farthest point is no more than 7 ft. from dwelling, distance to be measured perpendicularly to the dwelling
 - k. Side(s) and/or back of storage unit is (are) shielded from view
 - i. Storage unit may be located with a board approved patio surround
 - ii. A storage unit not so located is shielded with plant materials that retain color and coverage throughout the seasons (examples: arborvitae, climbing euonymous)
 - iii. Shielding plant materials do not extend more than 10 ft. beyond dwelling, distance to be measured perpendicularly to the dwelling
 - l. Damage to any part of dwelling resulting from current or future installation will be repaired at property owner's expense. The same will apply to all future owners of the property.
3. Residents wishing to install pre-manufactured storage units are required to request approval of the board of directors prior to installation. Such a request must include the following information:
 - i. Full description of dimensions, color, and style of storage unit
 - ii. Full description of proposed placement of storage unit
 - iii. Full description of how storage unit will be shielded from view
4. Residents must agree to remove storage unit at their own expense should they fail at any time to meet any part of the above provisions and restrictions.

**Consideration by the board will be prompt and will be to insure
the above provisions and restrictions are met.**

Policy approved May 19, 2003 and June 17, 2003
Re-typed August, 2016



Maintenance, repair, replacement

The By-laws, Article VII, Section 2 reads: “it shall be the duty of the board of directors to: Section (G) cause the common area to be maintained; and Section (I) to maintain the exterior of the buildings on the lots.

The key to this interpretation is that in the above paragraph the board of directors is charged with the responsibility of maintaining the exterior of the buildings.

Regarding the maintenance, repair, and replacement of windows and doors little is specified, except that screens, door handles, and locks are the responsibility of the owner. To further clarify association and owner responsibility on situations not foreseen by the original writers of the by-laws, the following guidelines are proposed to direct this and future boards in remaining consistent and equitable regarding situations concerning windows and doors.

The association shall be responsible for:

1. Regularly inspecting; painting; providing preventive maintenance such as caulking to windows and doors that are part of the original construction of the unit
2. Repairing or replacing damaged doors, windows, and their frames that are part of the original construction when such damage is the result of deterioration caused by exterior elements **so long as the damaged doors, windows, and frames are not older than 10 years**, and
3. Any damage resulting to the unit from the association’s failure to correct the items identified in numbers 1 and 2 in this statement. The board shall have sole discretion on which windows and doors will be repaired or replaced and when repair or replacement will occur. **This policy and age restriction applies as well to skylight windows.**

The owner shall be responsible for repair or replacements of:

1. Window locks and weight/balance mechanisms for opening/closing the windows
2. Hinges and sliding rails for opening/closing doors as well as garage door openers
3. Damage or deterioration to all window seals and door seals and thresholds that have not been caused by exterior elements
4. Any repair/replacement based on normal wear and tear
5. Any repair/replacement to doors, windows, and frames more than 10 years old
6. Any damage to the unit resulting from the owner’s failure to correct the items identified in numbers 1, 2, and 3 in this statement.

No date available

Re-typed August 2016

