

**PEPPERGRASS HOMEOWNERS ASSOCIATION**  
Rules and Regulations

# **PEPPERGRASS HOMEOWNERS ASSOCIATION**

## Rules and Regulations

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## Section 1. BUILDING MAINTENANCE, REPAIR/LANDSCAPING 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. (See also Section 8: Front Entry Door Painting Policy).
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.

#### NOTE:

- 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.
  - Gutters are scheduled to be cleaned once each spring and fall. Some units may require additional cleaning, and residents are responsible for reporting 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.
  4. Other items noted as Association Responsibilities on the Maintenance Responsibilities Chart

### OWNER RESPONSIBILITY

1. Building: All portions of the building not specified in paragraphs 1, 2 & 3 above.  
Additionally, owner is responsible for:
  - Skylights and any leaks associated with the skylights.
  - The repair of all interior water damage caused by roof leaks is the responsibility of the owner.
  - Gutters are scheduled to be cleaned once each spring and fall. Some units may require additional cleaning, and residents are responsible for reporting clogged gutters, downspouts and drains to the property manager for additional cleaning/maintenance.
2. Plumbing: All water, gas, and sewer pipes within the unit and to sewer to any owner-installed sewer clean out. This includes the hot water heater, outside faucets, gas grills, and all other fixtures.  
To clarify:
  - Owners are responsible for any breaks or failures in pipes and sewer lines in the interior of the unit (from the foundation inward).
  - Owners are responsible for clogged sewer lines, however the Association will assume responsibility for sewer clogs from the owner's sewer clean out to the sewer main if, and only if, the owner has installed an exterior sewer clean-out.  
(The sewer clean-out is a pipe with a cap that provides access to the sewer line. It is usually located in the yard along the lateral sewer line. The sewer clean-out cap is often white.)
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. 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/ powerwashing 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 for the concrete slab and the ground beneath the 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.
14. Radon mitigation: including blower, controls, exterior venting and suction piping under slab or basement floor. (Radon is a naturally occurring colorless, odorless gas that can radiate from rocks and soil. Note that two adjoining units can have completely different radon levels. Some homeowners and potential buyers may choose to test for the presence of radon and add mitigating equipment to their unit in the event that radon is detected.)
15. Other items noted as Homeowner Responsibilities on the Maintenance Responsibilities Chart

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

*Adopted March 18, 2003  
Revised April 18, 2006  
Revised April 9, 2013  
Revised August 13, 2013  
Revised January 8, 2014  
Revised February, 2016  
Revised March 12, 2024*

#### PROPERTY AUDITS

The Peppergrass Homeowners Association may conduct periodic property audits. During these audits properties are evaluated for maintenance or repairs for which the owner is responsible.

- Decks and fencing may be assessed for general condition, need for repair or maintenance, or removal and replacement.
- Landscaping within the 10 foot perimeter may be assessed for need of trimming, weeding, proximity to the building structure, removal, or replacement
- Any owner installed landscaping outside the 10 foot perimeter will be assessed.
- Structures may be assessed for general maintenance.

The HOA, via the property manager, will notify owners regarding remedial action that is required in order to maintain the property consistent with community standards.

Homeowners will be expected to responded to such notification in writing regarding plans to address identified issues.

Homeowners that do not respond will receive a second notification. If there is no response or action, the HOA will contract for the necessary repairs or removal and bill or assess the homeowner for completed work.

*Adopted March 12, 2024*

## Section 2. MAINTENANCE RESPONSIBILITIES CHART

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

### Section 3. CLUBHOUSE RULES/AGREEMENT FORM/DELEGATION OF RIGHTS AND ASSUMPTION OF RESPONSIBILITY FORM

1. The clubhouse should be considered an extension of your home and 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, 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 and sweeping and/or mopping of all non-carpeted floor areas.
  - b. Wiping clean all counter tops, tables, kitchen sinks and any other soiled areas.
  - c. Cleanup of all food and/or drink spills including removal of all spots on carpet and upholstery.
  - d. Removal of trash inside and outside. Trash must be placed in resident's own containers and removed from the premises. Take all leftovers with you; do not leave leftover food or beverages.
  - e. Return folding tables and chairs to storage areas, and leave other furniture arranged as found.
  - f. Clean bathrooms and secure the building by turning off lights and appliances and locking all doors.
7. Residents may use available cleaning supplies and equipment at the Clubhouse. If none are available, residents must provide their own. Clean-up must be completed right after the end of the event. After the clean-up deadline, an inspection will be made within 72 hours. Additional cleaning fees may apply if the premises are not cleaned up departure.
8. 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 the time the key is returned.
9. 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 of desired date and time. To reserve the clubhouse, the Clubhouse Rental Agreement form must be signed and turned in with a nonrefundable rental fee of \$75.00. Clubhouse occupancy is limited to 48 people.
10. 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.

11. The key may be checked out during the Property Manager's 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. For convenience, the key may be deposited in the clubhouse dropbox.
12. No parking in front of mailboxes or on the grass.
13. All persons must vacate the Clubhouse no later than 10:30 p.m. of the day of the event.
14. Peppergrass Homeowners' Association is not responsible for personal effects of persons using the Clubhouse, or for their illegal acts.

*Revised October, 2023*

*Revised March 12, 2024*

## Clubhouse Rental Agreement

*This facility may not be used for political or profit making functions.*

Reserved by \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ Date reserved \_\_\_\_\_ Time From \_\_\_\_\_ To \_\_\_\_\_

Number expected (48 max): \_\_\_\_\_

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 understand that use of the clubhouse in this COVID (or other contagious disease) environment is not perfectly safe; it is reasonably safe. There are risks, even if small. The risks include: (1) Vaccines are not 100% effective, (2) an unexpected virus mutation may render a vaccine less effective, (3) unvaccinated people should wear a mask while in the clubhouse, and (4) unexpected adverse effects may occur. Fully COVID vaccinated people may attend without masks or spatial separation. Please note no adding cleaning will be done before or after your rental.

\_\_\_ I/We agree the facility will not be used for political or profit making purposes.

**Signature(s) of resident(s)** \_\_\_\_\_

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

The receipt paid rental fee of \$75 is acknowledged. Owner agree to clean the clubhouse and remove all trash before they leave. The list of items to be done is in the kitchen.

Signature(s) of resident(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Manager \_\_\_\_\_ Date \_\_\_\_\_

Receipt of key # \_\_\_\_\_ is acknowledged by \_\_\_\_\_ Date \_\_\_\_\_

Return of key # \_\_\_\_\_ is acknowledged by \_\_\_\_\_ Date \_\_\_\_\_

### INSTRUCTIONS:

1. **Submit 1 check in the amount of \$75 payable to Peppergrass Homeowners Association.**
2. **Sign the rental agreement form where it says "Signature of Resident."**

*Revised 3/12/2024*



## Delegation of Rights and Assumption of Responsibility

NOTE: Tenants of leased units may not use the common facilities, including pool, clubhouse, and/or tennis court, until the unit owner completes this delegation form and returns it to the Association.

As authorized by the By-Laws of Peppergrass Homeowners' Association, Inc. (formerly Meadow Ridge Homeowners' Association, Inc.) Article VAA, Sec. 1(A) and Article VAA, Sec. 5 of the Declaration of Covenants, Conditions and Restrictions, I/We \_\_\_\_\_

the undersigned owner(s) of the unit identified as unit # \_\_\_\_\_,  
(Street Address) \_\_\_\_\_, hereby delegate my/our  
rights to the use and enjoyment of the common areas and facilities to the following person (s)

\_\_\_\_\_ and agree to  
accept full responsibility for all actions of the person(s) so delegated, including loss damages to the  
facilities.

This delegation shall be effective from \_\_\_\_\_, 20\_\_\_\_ through  
\_\_\_\_\_, 20\_\_\_\_, unless revoked by written notice to the Association.

\_\_\_\_\_  
Printed name of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed name of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

Received for Peppergrass Homeowners' Association, Inc.

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

*Revised March 12, 2024*

## Section 4. POLICY ON COMMUNAL PROPERTY (Common Areas)

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

### **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*

## Section 5. CONDO REPAIRS

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: Owner's Name, Address, Contact Number, the Problem or Issue (Include relevant details).

**By email:** [info@costleycompany.com](mailto: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.

**Online:** Through the maintenance request screen on the owner's online portal provided by the property manager: Include the nature of the problem and all relevant details.

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).

## Section 6. DELINQUENCY IN PAYMENT OF ASSOCIATION FEES

If a homeowner fails to pay association fees on time, the following process(es) will be carried out:

- Anyone delinquent at one month will receive an email from the property management company and there will be a \$35.00 late fee assessed if fees are not paid in full by the 20th of that month.
- At arrears of \$1,000 or more, a lien will be placed on the property.
- If outstanding fees are still not paid, at arrears of \$2,000 or more the Board will file a small claims suit against the owner.

*Approved July 11, 2023*

## Section 7. DOCUMENT RETENTION POLICY

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*

## Section 8. FRONT ENTRY DOOR PAINTING POLICY

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. Note: 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*

## Section 9. PRIVACY FENCE INSTALLATION AND REPAIR

1. Peppergrass Homeowners Association By-law, Article VII, Section 2, paragraph (l) (5) states the repair and replacement of the exterior privacy fences, exterior decks and patios are the responsibility of each owner.
2. Peppergrass homeowners are responsible to maintain all privacy fences and decking in good condition. This may include staining, painting, removal, replacement or repair. All visible surfaces, including both the interior and exterior of fencing, must be maintained.
3. Owners are required to complete the "Request for Addition or Alteration to Property" form prior to any new construction or modification.
4. The Peppergrass HOA Board of Directors will conduct periodic assessments of fences, decks, and patios during regular property audits. Homeowners will be notified of any remediation required. Homeowners who do not to take action as recommended by the board risk have their fence or deck removed by the association and will be billed or assessed for the expense

*Adopted June 18, 2002  
Revised March 12, 2024*



## Section 10. PET POLICIES

### **PEPPERGRASS RULES**

*[[From: 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 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.

*Adopted June, 2015*

## Section 11. RENTAL POLICIES/TENANT REGISTRATION FORM

**Peppergrass is intended to be an owner-occupied community.** However, any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record, and subject to the following:

1. "Leasing" or "Renting" for the purposes of this Declaration is defined as regular, exclusive occupancy of a Lot by any person other than the Owner. For the purposes of this Declaration, occupancy by an Owner's roommate if the Owner occupies the Lot as such Owner's primary residence shall not constitute leasing under this Declaration.
2. Short term occupancies and rentals (of less than three months) of Lots are prohibited, without prior written consent of the Board; provided that no lease term may be for less than 30 days.
3. The maximum number of lessees within a Lot shall be subject to City Rental Occupancy Permit issued by the City of Bloomington Hand Department (phone: 812-349-3420).
4. All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. The Association shall have the authority to require a particular lease form or addendum to implement the provisions of this section. Owners are required to provide tenants with copies of the current Declaration and any Rules and Regulations [Covenants, Restriction, and Conditions and Bylaws] of the Association.
5. Each Owner who leases his or her Lot shall provide to the Association a copy of the current lease and tenant information, including the names contact information of all signatories to the lease, and shall, upon request, also provide the names of all occupants; vehicle descriptions, including license plate numbers; and any other information reasonably requested by the Association or its agents. Further, the Owner is required to abide by all City ordinances regarding registering rental agreements with the City of Bloomington. In addition, persons who rent or lease a home in Peppergrass may use community amenities only after the Association has received a properly signed and acknowledged "Delegation of Rights and Assumption of Liability" from the responsible homeowner.
6. Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.
7. All occupancies, leases, and rental agreements of Lots shall state that the failure of the tenant, lessee, renter, or his or her guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease, rental agreement, and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.
8. All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation, or the Rules and Regulations of the Association [Covenants, Restriction, and Conditions and Bylaws]. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.
9. Leases shall be for or of the entire unit.
10. All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the Owner's sole responsibility to keep this information current.
11. The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction and as allowed by law.

*Adopted March 12, 2024*

PEPPERGRASS HOMEOWNERS ASSOCIATION

Tenant Registration Form

Address: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Adult Tenant(s): \_\_\_\_\_

Lease Start Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

Tenant Vehicle(s):

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color: \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color: \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color: \_\_\_\_\_

Tenants certify that they have received the Rules & Regulations of Peppergrass HOA and agree to comply with all policies set forth by Peppergrass HOA. Documents pertaining to Peppergrass HOA can be found at: <http://peppergrasshomeownersassociation.weebly.com/>

Owner certifies that the rental property is registered with the City Housing and Neighborhood Development Department as required by City Ordinance.

The owner hereby submits a copy of the rental occupancy permit to the tenant and Peppergrass HOA.

Owner is responsible for Tenants and shall comply with HOA Rules & Regulations of Peppergrass HOA.

Tenant(s) Signatures:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Owner(s) Signatures:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Please submit this completed form within 30 days of lease start date to:

PGHOA c/o Costley & Co. Rental Mngt, LLC  
P.O. Box 5925  
Bloomington, IN 47407

Or send copy via email to: [info@costleycompany.com](mailto:info@costleycompany.com)

*Adopted March 12, 2024*

## Section 12. 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.
  - h) Owners are responsible for the removal of all satellites and antennas upon sale of the property.

*Revised March 12, 2024*

## Section 13. SIGNAGE

### **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.

## Section 14. 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*

## Section 15. SOLAR ENERGY SYSTEMS POLICY

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.
  - c) Effect of Approval:
    - 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: This Energy Device/Measures Policy may be amended from time to time as required.

*Adopted: 2013*



## Section 16. STORAGE UNITS POLICY

Storage units, whether built on site or pre-manufactured, are not allowed. This includes but is not limited to storage sheds, garden sheds, and storage barns.

Small storage bins (60" x 40" or smaller) are allowed on decks or patios.

*Adopted March 12, 2024*

## Section 17. WINDOWS AND DOORS — Maintenance, repair, replacement

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. Replacement of garage doors as needed unless the door is damaged by the owner.

The owner shall be responsible for repair or replacements of:

1. All exterior windows, doors, skylights, 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.
4. 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.

*Adopted March 12, 2024*