Courtyards on Riverside Homeowners' Association, Inc.

HANDBOOK



Effective: August 26, 2024

COURTYARDS ON RIVERSIDE HOMEOWNERS' ASSOCIATION, INC.

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INTRODUCTION

The objective of the Courtyards on Riverside Homeowners' Association Inc. (Association) is to operate the affairs of the property and reasonably maintain the complex as a quality community for each of us to reside in and enjoy. To accomplish this, the Board of Directors established this Handbook to assist you in daily living in the communal setting of the property. This Handbook, with related rules were based on common sense and take into consideration the reasonable health, safety and comfort of all neighbors. Knowledgeable and informed Owners are the key to a harmonious community. We hope you will find the rules reasonable and cooperate by observing them. We ask that you keep the Handbook handy and refer to it whenever necessary.

These Rules are intended to augment, not replace the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments (Declarations) and Code of Regulations, which are recorded with the Franklin County Recorder. Owners should receive a copy of the Declarations and Code of Regulations from the seller at the time of purchase. We may add, delete and revise rules from time to time to update the Handbook with current information and procedures.

The Association is comprised of 125 single-family homes located in Perry Township within Franklin County. All streets and curbs are owned by Perry Township, who also provides police services for our community. Fire protection is provided by the City of Upper Arlington.

GOOD NEIGHBOR POLICY

The Declarations and Code of Regulations define the standard of living neighbors may expect from our communal environment. These documents are designed to reasonably protect the rights of each Owner, but policy and procedure cannot replace common courtesy and the need to communicate with one another. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with one another, in a non-threatening way, can achieve results in a friendlier fashion. It's the Board's and committees' approach to treat each neighbor with the respect and courtesy they deserve, while trying to make the neighborhood a desirable and enjoyable place to live.



BASIC DEFINITIONS

The definitions in this Handbook are meant to have the same meaning as those words within our governing documents. These definitions include the following:

- **Articles of Incorporation** – the Articles of Incorporation were filed with the Ohio Secretary of State, incorporating the Association as a nonprofit corporation under the provisions of Ohio Revised Code Chapter 1702.
- **Association** – an association of all Owners of lots in the community. The Association is incorporated as an Ohio nonprofit corporation named The Courtyards on Riverside Homeowners' Association, Inc. shall be referred to as the "Association".
- **Board and Board of Directors** – the Board of Directors represent the management body of the Association.
- **Common Elements** – all real and personal property now or hereafter acquired by the Association for the common use and the enjoyment of the Owners or for the operation of the Association. The Common Elements include open spaces, reserve areas, entranceway, and community border features, ponds, mailboxes, swimming pool, clubhouse, pickleball court, and other property designated by the Board.
- **Common Expense** – an expense incurred in owning, maintaining, improving, or operating the Common Elements.
- **Design Review Committee** – the committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of, and all subsequent modifications, additions, or alterations to single-family homes.
- **Management Company** – the entity retained by the Board to assist in the management of the Association.
- **Operating Assessment** – an assessment that the Association through its Board regularly levies on all lots and their Owners, to provide funds to pay anticipated common expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.
- **Operating Fund** – the Operating Fund finances the operation of the Association to pay necessary costs to maintain and repair Common Elements.
- **Owner** – the recorded Owner, whether one or more persons or entities of fee simple title to a lot.
- **Reserve Fund** – a portion of Operating Assessments shall be credited to cover the costs of future capital expenditures and other non-recurring items not intended to be funded from the Operating Fund.
- **Special Assessment** – an assessment that the Association through its Board may levy upon all lots to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not paid out of monetary reserves, such as the cost of major capital improvements or replacements as determined appropriate by the Board.

BOARD OF DIRECTORS

The Association is administered by a Board of Directors (Board) that is elected from among the Owners at the Association's annual meeting. At the turnover meeting, the initial Board members serve staggered one-, two-, or three-year terms. Subsequently, each elected Board member serves a three-year term, and one Board member is elected at each annual meeting.

The Board is comprised of three members, who serve as President, Secretary, and Treasurer. The initial Board members are eligible for reelection when their terms expire. Board members must either be an Owner or the spouse of an Owner. The Board shall be vested with the power and authority to manage and conduct the business and affairs of the Association as established in the governing documents. The Board may create committees who shall serve at the pleasure of the Board. These committees may make recommendations to the Board related to such areas as common grounds and structures, social activities, compliance, and finance.

All Board members and committees volunteer their time to serve their community. We do not pay them, not because they are worthless, but because they are priceless! All Owners are encouraged to consider some level of involvement, whether running for the Board or serving on a committee.

BUDGET

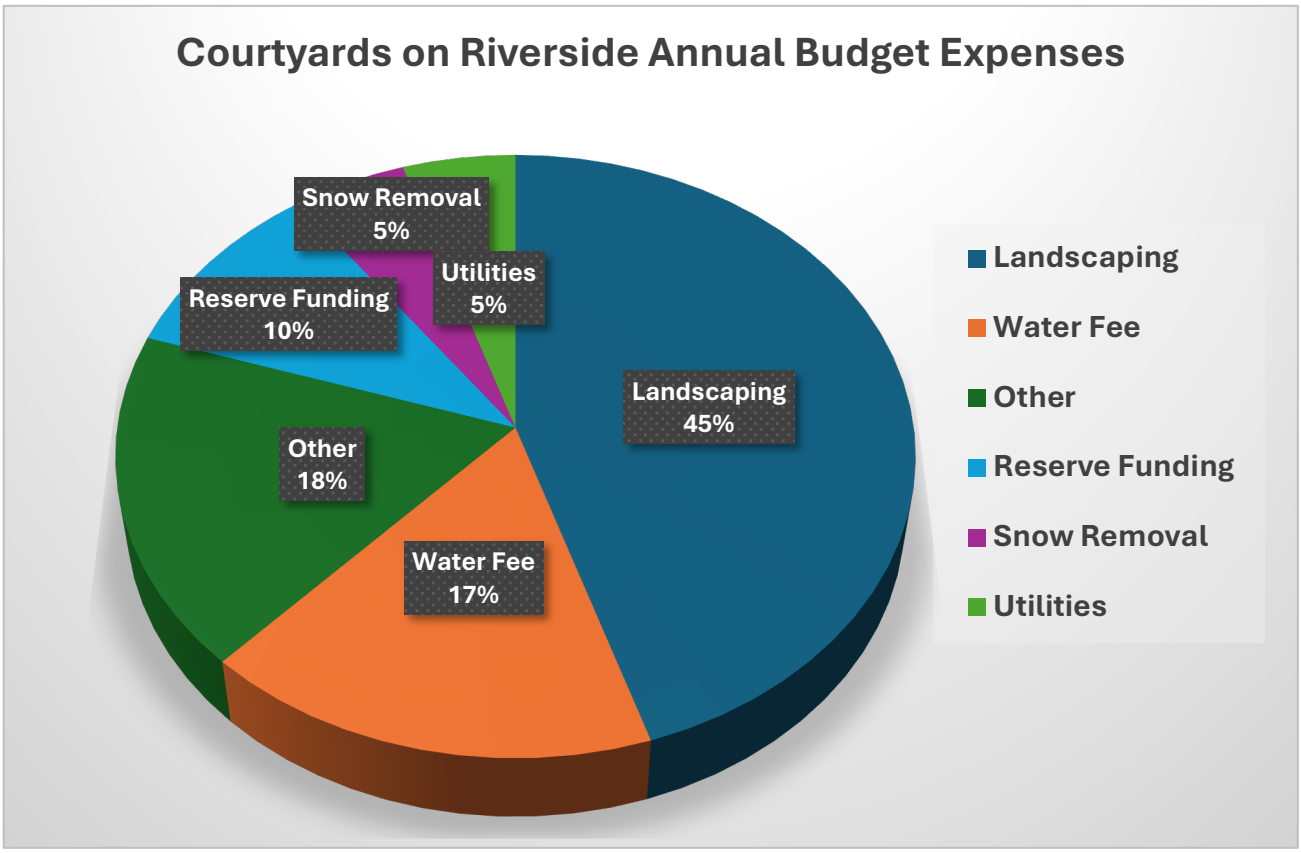
One of the Board's main functions is to establish a budget every year for the Association's upcoming calendar year Common Expenses. This is a time-consuming but diligent process, where the Board must review prior expenses and contracts, plan for short and long-term projects, and evaluate the Association's financial condition. As the Association's only real form of revenue is from monthly Operating Assessments paid by the Owners, it is imperative that the Board budget wisely.

Once the Board has established the budget, the Board then allocates each Owners share of these items based on each Owners undivided percentage of interest in the Common Elements. All Owners have a 1/125 undivided interest in the Common Elements, so each Owner is charged the same amount. Then, the amount each Owner is responsible for is divided by twelve (the number of months in the year) to arrive at the monthly amount each Owner is responsible to pay.

The monthly Operating Assessments paid by Owners provide the funding for the Association to pay the common expenses throughout the year. It is imperative that all the Owners pay their share and pay it on-time. The Board has enacted a collections policy to address unpaid monthly Operating Assessments.

Our Association's common expenses include, but are not limited to, the cost of lawn mowing and other landscaping, shared water usage, Reserve Fund transfer, snow removal on driveways and sidewalks, utilities, real estate taxes on the clubhouse, management contract, legal fees, pool maintenance, and insurance.

The chart below depicts our larger budget expenses as a percentage to our total annual budget:



The landscaping contract represents almost half our annual budget. The water fee is a pass-through cost with the Owners. The Association contracts with a third party (currently Pioneer Energy Management) to collect the actual water fee from each Owner. These monies are deposited in our Operating Fund and one payment for the community is made to the City of Columbus Utility Department. The Other costs in the pie chart consist mainly of real estate taxes on the clubhouse (4%), management company fees (4%), legal fees (3%), pool maintenance (2%), and insurance (2%).

RESERVE STUDY

When preparing the annual budget, Ohio law also requires the Board budget for reserves. Ohio Revised Code Section 5312.06 (A)(1) states the Board must:

> Annually adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments.

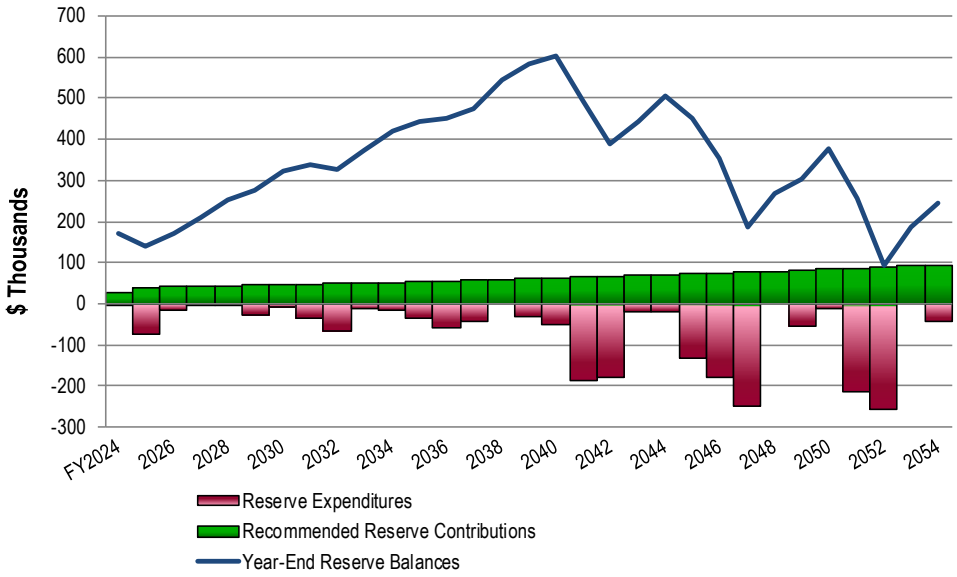
In other words, the Board is required to have a long-term plan for the Association's maintenance and repair responsibilities, and therefore, a significant amount of money is deposited every year into the Association's Reserve Fund.

To assist the Board in this plan, the Association contracted with an engineering firm in April 2024 to prepare a Reserve Study. This document, which is updated every three to five years, lists every item and component that the Association is responsible to maintain, repair, or replace, projects the useful life of the item, and then estimates a cost to maintain that item at the estimated time repairs or replacements are needed.

This independent, professional engineering study recommends the following reserve contributions to be made annually in the Reserve Fund to fund the approximate $2.04 million dollars in future outlays over the next 30 years:

The Courtyards on Riverside
Recommended Reserve Funding Table and Graph

Year	Reserve Contributions ($)	Reserve Balances ($)	Year	Reserve Contributions ($)	Reserve Balances ($)	Year	Reserve Contributions ($)	Reserve Balances ($)
2025	40,000	140,717	2035	53,800	444,607	2045	72,300	451,403
2026	41,200	169,451	2036	55,400	449,657	2046	74,500	353,636
2027	42,400	210,145	2037	57,100	473,826	2047	76,700	186,219
2028	43,700	254,166	2038	58,800	542,691	2048	79,000	269,733
2029	45,000	276,271	2039	60,600	581,486	2049	81,400	302,063
2030	46,400	321,063	2040	62,400	603,789	2050	83,800	379,019
2031	47,800	338,987	2041	64,300	492,227	2051	86,300	257,522
2032	49,200	326,817	2042	66,200	387,273	2052	88,900	93,421
2033	50,700	373,590	2043	68,200	444,419	2053	91,600	187,805
2034	52,200	418,391	2044	70,200	503,524	2054	94,300	244,294



In addition to the annual reserve contributions, the Board invests the available Reserve Fund balances in certificate of deposits to provide additional revenue to our reserves.

Since most of the 44 identified assets will not require repair or replacement over the next 15 years, the Reserve Fund will be accumulating funds until 2040 when larger expenses are planned to begin. The key to a successful reserve plan is not to use Reserve Fund dollars for expenses not identified in the Reserve Study.

The annual reserve contribution, starting at $40,000, is significantly less than other Epcon communities and HOAs of similar size. This is because the Association is not responsible to repair the streets and curbs (owned by Perry Township) or the roofs and exterior of our homes which are the responsibility of individual homeowners.

The following assets have planned expenses over the next five years:

FIVE-YEAR OUTLOOK

The Courtyards on Riverside Homeowners' Association, Inc.
Dublin, Ohio

Line Item	Reserve Component Inventory	RUL = 0 FY2024	1 2025	2 2026	3 2027	4 2028	5 2029
	Property Site Elements						
4.140	Concrete Sidewalks, Partial						13,146
4.260	Fence, Chain Link (Replace with Vinyl) (2025 is Budgetary Installatior		37,389				
4.285	Fence, Wood, Perimeter, Stain Finishes			12,731			
4.400	Guard Rails, Wood, Paint Finishes (Incl. Pool Pergola)		6,489				
4.500	Landscape, Debris Removal (2025 is Budgetary)		10,000				
4.501	Landscape, Rip Rap Installation (2025 is Budgetary)		20,000				
4.502	Landscape, Tree Plantings (2029 is Budgetary)						15,000
4.830	Sport Court, Pickleball, Color Coat			2,806			
	Clubhouse Elements						
5.160	Exercise Equipment, Phased				5,464		
	Pool Elements						
6.300	Cover, Vinyl					4,277	
	2024 Reserve Study	1,850					
	Anticipated Expenditures, By Year ($2,040,227 over 30 years)	1,850	73,878	15,537	5,464	4,277	28,146

See the complete Reserve Study on our community website: courtyardsriverside.org

OWNER RESTRICTIONS FROM DECLARATIONS

The Declarations for our Association detail Owner restrictions for our single-family homes. It is important to note that changes to the Declarations require a 75% vote of the entire community. Most of the rules in the remainder of this Handbook require only Board approval for modification. The following summarized items are not permitted on our lots from the Declarations:

1. Operating a rooming house, hotel, or other temporary living arrangement
2. Outbuildings, trailers, or barns
3. Hazardous materials or storage tanks
4. Animals, reptiles, or livestock raised or bred on a lot
5. Noxious or offensive trade
6. Business operations conducted on a lot, unless prior approval is obtained from the Board
7. Commercial vehicles, watercraft, campers, or buses parked or stored
8. Burning of trash
9. Satellite dish or other electric antennae erected, without prior approval by the Design Review Committee
10. Additional fences
11. Yard signs except for limited situations
12. Above ground swimming pools
13. Outside clotheslines
14. Window air conditioning units

Please see the Declarations for a more detailed description of these items.



SWIMMING POOL

The pool is intended for exclusive use of the community Owners and their guests. Up to six (6) guests may utilize the pool and must be accompanied by an Owner. Since there is no lifeguard, we ask that the following common sense safety measures be applied as it relates to children and general conduct:

1. All persons using the pool do so at their own risk and sole responsibility
2. Alcohol is not permitted in the pool area
3. No glass or breakable containers
4. Smoking of any kind is not permitted
5. No running, diving, or disruptive behavior
6. All children under the age of twelve (12) must be accompanied by an adult Owner who is a capable swimmer
7. No pets are allowed in the pool area
8. The pool must be evacuated during electrical storms
9. No rafts or body floats are permitted at the pool

Since we have neighbors close to the pool, we require headphones and ask that noise be kept to a minimum. There are no private pool parties allowed and hours are limited from dawn to dusk. The pool furniture and umbrellas are to be returned to their original place and position after use. The gas grill located near the pool is to be operated by adult Owners only and cleaned and covered after use.

The clubhouse restrooms may be used although we require users to completely towel off prior to entry as the tile floor can be slippery. Access to the pool area via the keypad is for Owners only and the access code should not be shared with their guests.



COMMUNITY CENTER (CLUBHOUSE)

The Community Center is for the private use of Owners and is available for rental for non-profit parties or meetings between 8:00 AM and midnight. The following policies apply:

1. A $200.00 refundable deposit and a $50.00 rental fee are required. Reservations are granted on a first request basis. Reservation applications are available on our website at: courtyardsriverside.org.
2. The renting Owner must be present for the entire rental period and will have exclusive use of the party room. However, this does not include use of the pool or the fitness center. No party items or supplies will be furnished by the Association.
3. The renting Owner is responsible for all cleanup and trash removal. Cleanup must be done (completely) the day of the party.
4. Damages to the Community Center or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If damages or clean up exceed the initial deposit, the Owner will be billed for the difference.
5. Smoking, including electronic cigarettes, is prohibited within the Community Center.
6. Outside noise around the Community Center shall be limited after 10:00 PM.
7. Pets are not permitted inside the Community Center.

FITNESS CENTER

The fitness center is open twenty-four (24) hours a day, seven (7) days a week. No person under the age of sixteen (16) shall be permitted to use the fitness equipment unless supervised by an adult. Headphones are required when listening to music and we ask that the fitness center equipment be cleaned after use.



PICKLEBALL COURT

The pickleball court equipment is intended for the exclusive use of Owners and their guests. Up to four (4) guests may utilize the court and must be accompanied by an Owner. We ask the following pickleball court rules be followed:

1. All persons using the pickleball court, and equipment, do so at their own risk and sole responsibility.
2. All children under the age of eighteen (18) must be accompanied by an adult Owner.
3. The pickleball court will be available for use daily from 8:00 AM until dusk.
4. Unreasonable disruptive behavior, including excessive noise, is prohibited when using the pickleball court and equipment.
5. Owners are responsible for the acts and omissions of their guests, including the cost of the repair or replacement of damaged property.
6. The pickleball equipment will be stored in the locked outdoor container near the court. All equipment must be promptly returned to the container after use and secured with the lock.
7. Pets are not permitted on the pickleball court.



PAVILION

The pavilion, located by the pickleball court, is intended for the exclusive use of Owners and their guests. Pavilion hours of use are 8:00 AM to 10:00 PM. The general use and private reservations will be accepted on a first come, first served basis. Reservation applications are available on our website at: courtyardsriverside.org. We ask that the following rules be adhered to:

1. The Owner making the reservation must be present during the entire event.
2. Everyone using the Pavilion does so at their own risk and sole responsibility.
3. Noise must be kept to an acceptable level so as not to disturb those living near the pavilion.
4. Parking is restricted to the nearby public parking spaces or along one side of the street only opposite the fire hydrants.
5. Alcohol is limited to Owners and guests of legal drinking age.
6. The Owner making the reservation is responsible for making sure the pavilion is cleaned immediately after use. The area should be returned to the condition it was in at the start of the event.
7. Trash cans must be emptied, and trash bags removed by the Owner.
8. The wood burning fireplace should be extinguished after each use and cleaned the next day.
9. The Community gas grill located in the Pavilion is to be operated by an adult Owner only and cleaned and covered after each use.
10. If damages or cleanup costs occur or are required, the Owner will be assessed the cost of repair as an individual assessment.



PARKING/VECHILES

Boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway for forty-eight (48) consecutive hours. Such vehicles must not block normal access of other residents. Commercial moving vans, when conducting business, and commercial trucks, when in the area to perform service or repair work, are authorized exceptions.

All parking by Owners or guests must be: (a) within the garage, (b) in a home's driveway, (c) in the common parking spaces located throughout the Community, or (d) on one of the Community's interior streets but only on the side of the street, and within a location, where explicitly permitted. Parking is prohibited on the concrete apron of a driveway. No vehicle may be parked in the common parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to an Owner or resident, which are parked in any common area, street, or driveway for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle Owner's expense. No repair work is permitted on vehicles in a driveway or common area except for short-term emergency work (flat tire, battery charge, etc.).

PORTABLE ON-SITE STORAGE UNIT or POD

The storage unit or POD shall be placed on the Lot's driveway (not on the sidewalk or apron) in amanner using protective measures so as not to scratch or cause damage to the driveway or nearby common element and grading/sod. The storage unit is not permitted in the street. The storage unit shall be removed from the home's driveway no more than five (5)calendar days after its delivery, unless a longer period is approved by the Board.

TRASH and RECYCLING COLLECTION

Trash and recycling containers may be set out after 5:00 PM the day preceding collection, and the containers must be picked up and put away by 9:00 PM the day of collection. If collection is unexpectedly delayed due to weather or other conditions, containers may remain out, but must be picked up by 9:00 PM on the day collection occurs.

All trash and recycling for collection must be set out at the main street, next to the curb at the end of the driveway. Trash and recycling containers, when not set out for collection, must be kept inside the garage. Owners will be responsible for clean-up of trash spillage from the containers.

HOLIDAY DECORATIONS and FLAGS



Christmas lights and decorations may be placed on building exteriors provided the decorations do not damage the building, gutters, siding, or exterior doors. They may be displayed beginning Thanksgiving Day and must be removed by no later than January 15th of the following year, weather permitting. Decorations for other commonly recognized holidays may be displayed under the same guidelines and may be displayed up to four weeks before, and up to two weeks after, the holiday. Decorations that include flashing lights and music, and/or are inflatable are not permitted.

The American flag may be flown at any time following normal flag protocol. Additionally, military branch flags (U.S. Army, Navy, Air Force, Marines, and Coast Guard), POW-MIA, military blue and gold star banners, and the State of Ohio flags can be displayed. A Sports Team or Collegiate Flag may be flown or displayed. There will be a maximum of one flag flown or displayed at any given time.

FRONT PORCH AND YARD

Up to six (6) flowerpots, appropriately sized outdoor furniture, and up to three (3) lanterns may be placed on the cement pad area of the front porch. For the homes in the community with a low stone wall feature by the front porch, up to three (3) items (flowerpots and/or small decorative items, each up to 18 inches tall) may be displayed. The following modifications can be made to the front mulch area:

1. A maximum of three (3) decorative items, each under 18 inches in height, are permitted in the mulch area. These will be limited to statues, lawn ornaments, yard art, and steppingstones.
2. Replacement of landscape shrubs, consistent with species already in the Community, may be planted by the Owner. Additional shrubs to those initially planted by the developer must obtain written approval prior to being planted or installed. Approval request forms are available on our website.
3. Annual or perennial flowers may be added to the front mulch area to add color to the entrance. Maintenance of the flowers planted by an Owner is the responsibility of said Owner. Dead plants are to be removed at the end of the season by the Owner. Flowers planted by an Owner that are not maintained during the growing season will be removed by the groundskeepers and the cost for removal will be billed to the Owner. No flower bulbs of any kind may be planted outside of the courtyard.
4. Any replacement mulch must match the existing mulch.

Dead trees will be replaced by the Association annually in the fall with an appropriate replacement tree. Flowers are not permitted around any tree on the lot or in the common area. The following items are prohibited outside the courtyard patio area.

1. Bird feeders or bird baths (tree-hanging or freestanding)
2. Wall plaques, windsocks, wind chimes, and decorative flags
3. Artificial flowers, rocks, or metal flowers
4. Swing sets and mounted hose reels that would interfere with the lawn service

COURTYARD AREA

All capital improvements to the patio area, which includes excavation, grading, or other site work, where the stormwater drainage or utilities could be impacted require prior written approval from the Design Review Committee. Forms are available from the community website: courtyardsriverside.org. The following restrictions apply to the patio area:

1. Freestanding umbrellas, awnings, patio heaters, and grills are permitted in the courtyard patio areas. Other personal property in the courtyard area should not exceed six (6) feet in height and must be suited for outdoor use.
2. Low voltage string lights intended for outdoor use only may be strung across the patio. The string lights should have clear bulbs with white lights, 15 watt or less. The string lights are only permitted to be used while the courtyard and/or patio are occupied by the Owner and/or their guests.
3. Black railing planters may be hung on the black aluminum gate or fences; black, brown, white or tan non-metal planters are permitted on the vinyl privacy fences.
4. Nothing shall be affixed to, alter, or otherwise damage the neighboring home.
5. All music, video, and other activities that produce noise or sound within or around the courtyard patio area shall be kept at a reasonable volume so as not to unreasonably disturb other neighbors within the Community.
6. Firepits located within the courtyard patio area shall be operated in compliance with the building code and all federal, state, and local laws. This includes only burning clean and seasoned wood or use of propane or natural gas. Permanent firepits require approval by the Design Review Committee before being installed.
7. Trees and landscaping that exceed 10 feet in height are prohibited from the courtyard patio area unless approved by the Board. No plant material, or its roots, may touch or damage the home or the neighboring home adjacent to the courtyard patio area including, but not limited to, uncontrolled ivy or ground cover.
8. Retractable awnings and retractable sunshades may be permitted for use in the courtyard area only in accordance with the Awnings and Sunshade policy after obtaining approval by the Design Review Committee.
9. Hanging plants are permitted inside the courtyard patio area only.
10. Nothing may be hung over the patio fence to dry; This include, but isn't limited to, laundry, swimsuits, towels, and rugs.



EXTERIOR ALTERATIONS

A. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal), or valances must be white, off-white, light beige, or light gray on the exterior side.

B. Signs

No signs may be hung or displayed from inside the windows except professionally prepared "For Sale" and "For Rent" signs or security system decals, which shall be limited in size and number. No real estate signs are permitted in the home's lawn area. Security system signs are only permitted in the mulch beds.

PETS

- All pets, when outdoors, shall be maintained on a leash and be always supervised by a responsible individual. Such individuals shall immediately clean all pet waste and dispose of it in their private trash containers, not those located at the clubhouse or pavilion.
- No pet shall be tethered outside in the lawn or common area or tied to any courtyard patio fence.



SOLICITATION and GARAGE SALES

Solicitation by commercial enterprises is not authorized within the Community; Owners should report any solicitation to the Perry Township police non-emergency line at (614) 889-1231.

Due to restricted parking availability garage sales and tag sales are specifically prohibited, unless approved by the Board as a planned community activity.

HOME SALES

Any Owner who sells his or her home is responsible for notifying the property manager of the change in ownership at the time a closing date is established. The seller shall make certain all Association assessments are current and provide new Owner with all keys including house, courtyard gate, and mailbox; Owner will be responsible for any key replacements or locksmith costs related to replacements or lock changes.

Community Management Company will provide new Owners with a copy of the recorded Declarations, Code of Regulations, and a current copy of this Handbook.

RENTALS

The Owner must notify the management company, in writing, of any tenant occupancy or change in occupancy five days prior to a change and must provide a copy of the lease. The lease must contain a clause making it subject to the Declarations, Code of Regulations, and Handbook of the Association as well as containing a minimum lease term of six (6) months.

The Owner is responsible for providing the tenant with a copy of the Master Declarations, Bylaws, and Handbook. The Owner is responsible for all tenant violations of the Declarations, Bylaws and Rules and the cost to repair any damages to the common areas and/or property resulting from the tenancy or actions of the tenant and tenant's guests.



OWNER IMPROVEMENTS

The Design Review Committee shall have the exclusive authority to determine the architectural standards which shall govern the construction of improvements on a lot. Owners must complete an Application for Improvement/Alteration form and submit to the Design Review Committee for approval. Only after written approval can the exterior project begin. The application form is available on the community website: courtyardsriverside.org.

Some projects are complex and have additional requirements which must be understood and agreed to by the Owner. These additional requirements are contained in the Appendix to this Handbook as follows:

Appendix A – Hot Tubs
Appendix B – Generators
Appendix C – Retractable Awnings and Sunshades
Appendix D – Irrigation Systems
Appendix E – Storm Doors
Appendix F – Solar Panels and Shingles

VIOLATION AND ENFORCEMENT POLICY

The HOA believes that the neighborhood rules in this Handbook are reasonable, and that they provide Owners with opportunities to express their creativity while maintaining community standards that ensure an enjoyable and high-quality living environment for all.

The HOA also believes that most Owners do their best to follow these rules. The HOA's goal is to point out and work with Owners to resolve any existing violations efficiently, and through mutual cooperation and respect. To help accomplish this, representatives of the Rules Committee will walk the community at least once per calendar quarter. They will notify the Board of any potential violations, and the Board will then determine appropriate actions to remedy them.

In addition, an Owner may bring another Owner's perceived violations to the attention of our management company, who will relay those to the Board. The Board will then determine appropriate actions to remedy them.

At the Board's discretion, the following process will be followed to inform Owners of existing violations:

1. The Board will send a reminder letter to the Owner. This letter will explain the violation and provide the relevant Handbook rule(s) being violated. Upon receipt of the reminder letter, the Owner will have up to seven (7) days to correct the violation.

2. If the violation isn't corrected after the first letter, the Board will direct the HOA's management company to send a second letter to the Owner. This letter will state that a $100 fine will be assessed to their account if the violation isn't corrected. Upon receipt of the second letter, the Owner will have up to seven (7) days to correct the violation. Otherwise, the fine will be assessed, and the violation process will continue.

3. If the violation isn't corrected after the second letter, the Board will direct the HOA's management company to send a third letter to the Owner. This letter will state that an additional fine of $150 (or more, depending on the specific violation) will be assessed to their account if the violation isn't corrected. Upon receipt of the third letter, the Owner will have up to seven (7) days to correct the violation. Otherwise, the fine will be assessed, and the violation process will continue.

4. If the violation isn't corrected after the third letter, the Board will have the right to pursue immediate legal action against the Owner to enforce that the violation is corrected.

All assessments and other punitive actions imposed by the Board shall be fair and reasonable, and shall be imposed in a uniform way, so as not to favor any Owner or group of Owners over another. The Board shall, in its sole and absolute discretion, establish alternate fines for any given rule violation. The Board reserves the right to wave any fines at its discretion.

At any time during the abovementioned process,

1. An Owner may make a request to appeal their violation to the Board if they disagree with the violation, or to ask for a variance based on extenuating circumstances.

2. The Board may determine that the violation no longer exists. This may occur either because the Owner has corrected it, or because the cause of the violation no longer exists.

AMENDMENTS

This Handbook may be subject to change periodically at the discretion and by a majority vote of the Board. The current version is maintained on the community website.



APPENDIX A – HOT TUBS

Prior to commencement of any work related to the installation of a hot tub, the Owner shall submit an application to the Design Review Committee to obtain written approval. The application will have this Appendix attached and include the following:

1. The hot tub specifications including the make or model, dimensions, and color.
2. The hot tub location must be specified on the lot survey along with any drawings containing the proposed location of the hot tub, a diagram showing how electrical power will reach the hot tub, and any other requested information.
3. The Owner is responsible for obtaining any building and/or electrical permits from Perry Township and include with the application, if applicable.

After all requested information has been received, typically a decision is reached within thirty (30) days of its receipt. Incomplete applications will be returned to the Owner for resubmission. The Owner shall comply with the following during the installation of the hot tub:

4. The Owner shall install the hot tub and all related improvements in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations.
5. No exposed conduit shall be used to relocate wiring and all outlets and receptacles shall be flush mounted.
6. The color of the hot tub, its cover, and its visible accessories shall be neutral earth tones that match or complement the exterior colors of the home.
7. Hot tubs shall be installed on a solid foundation such as concrete or a prefabricated spa pad (extension of the courtyard patio concrete pad requires prior approval).
8. The Owner shall be responsible for the cost to repair any damage caused to Owner's home, a neighboring home, or common area during the installation of the hot tub.
9. The Board shall have the right to inspect the hot tub to verify compliance with these guidelines.

The Owner shall maintain and operate the hot tub in accordance with the following:

10. The Owner shall maintain the hot tub in a working and aesthetically pleasing condition following proper sanitization procedures (chemicals, Ph levels, etc.) in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations.
11. The Owner shall keep the lid to the hot tub closed when not in use.
12. The Owner shall not drain the hot tub onto any common area.
13. No pump, heater, or other mechanical equipment used in the operation of the hot tub which produces noise more than 80 decibels shall be permitted.

I understand the Hot Tub policy and requirements and agree to abide by them.

Owner(s) Printed Name (s)	Owner(s) Signature

APPENDIX B - GENERATORS

Prior to commencement of any work related to the installation of a permanent backup or standby generator powered by natural gas or gasoline (via a built-in fuel tank), the Owner shall submit an application to the Design Review Committee to obtain written approval. The application will have this Appendix attached and include the following:

1. The generator specifications including the type, make or model, dimensions, color, standby power rating, maximum power rating, fuel type, operating sound level, and sound enclosure size.
2. Drawings containing the proposed location of the generator, wiring diagram, and any other requested information.
3. Copies of all Perry Township approval/permits, if applicable.
4. If the Owner intends to install screening and/or landscaping associated with the generator, a diagram and detailed description must be provided.

After all requested information has been received, typically a decision is reached within thirty (30) days of its receipt. Incomplete applications will be returned to the Owner for resubmission. The Owner shall comply with the following during the installation of the generator:

5. The generator and all related improvements shall be installed by a licensed electrician in accordance with Perry Township building code, if applicable.
6. Generators are permitted solely within the courtyard patio area.
7. Generators shall be installed on a solid foundation such as concrete.
8. Any gas lines providing natural gas to the generator must be buried and encased in a steel conduit.
9. Owner shall be responsible for the cost to repair any damage caused to Owner's home, a neighboring home, or common area during the installation of the generator.
10. Generators must maintain a minimum clearance from the home and must be located away from windows, doors, other improvements, and standing water in accordance with the manufacturer's guidelines.
11. The Board shall have the right, but not the obligation, to inspect the generator to verify compliance with these guidelines.
12. The Owner is prohibited from making material revisions to the generator or related improvements without prior written approval from the Design Review Committee.

The generator shall be located so no plants, shrubs, or other combustible materials are within five (5) feet of the exhaust end of the generator, or three (3) feet of the generator's sound enclosure, to ensure proper generator cooling. The Owner shall maintain and operate the generator in accordance with the following:

13. Owner shall maintain and operate the generator following the manufacturer's guidelines and in compliance with all federal, state, and local laws, codes, and regulations.
14. The generator's sound enclosure shall keep the generator's operating noise level to no greater than 80 dB(A).

15. Owners are encouraged to program their generator's regular testing (exercise timer/cycle) on Wednesday at Noon (12:00 PM); however, in no event shall the testing be programed to run prior to 10:00 AM or after 7:00 PM.

Solar back-up generators that require no fuel source are permitted in the community and do not require prior approval by the Design Review Committee. These short-term generators need to be charged in the courtyard area, and their solar panels may not be located on a roof or be visible from outside the courtyard.

I understand the Generators policy and requirements and agree to abide by them.

Owner(s) Printed Name (s)

Owner(s) Signature

APPENDIX C - RETRACTABLE AWNINGS AND SUNSHADES

Prior to commencement of any work related to the installation of retractable awnings and sunshades, the Owner shall submit an application to the Design Review Committee to obtain written approval. The application will have this Appendix attached and include the following:

1. The size, shape, height, mounting, and structure of the awning or sunshade
2. A sketch showing the plan and elevation in relation to the home.
3. Brand and colors of awning materials shall be solid in color and must match the trim of the home.
4. Retractable awnings and sunshades will be used in the courtyard and/or rear porch only.

After all requested information has been received, typically a decision is reached within thirty (30) days of its receipt. Incomplete applications will be returned to the Owner for resubmission. The Owner shall maintain and operate the retractable awnings and sunshades in accordance with the following:

5. The Owner is responsible for following the manufacturer specifications for installation, regular maintenance, cleaning, care, repair and replacement of awning to ensure that the unit operates electrically as well as with a hand crank, the wind sensor functions properly and the awning fabric is in good condition.
6. Owners should be mindful of potential damage due to storms and high winds. Damage to the residence caused by the awning is the responsibility of the Owner.
7. If the awning is damaged or the home is damaged from the awning, it must be repaired promptly. If the awning cannot be repaired in the time agreed upon by the Board with the Owner, the awning must be removed completely, and the exterior of the home repaired.
8. Installation of either the retractable awning or sunshade may void the exterior warranty of the home due to the penetration required for installation.
9. When the residence is to be sold, the seller agrees to disclose to the buyer that an awning was installed, and it will become the responsibility of the new Owner and they must follow the Association's awning policies.
10. All fasteners, metals, grommets shall not be made of material that will rust.
11. The awning must be kept in original condition and maintained, or it will be subject to removal by the Association.
12. If an awning is erected in such a manner to block access to the gutter for cleaning, painting or maintenance; the Owner is responsible for any additional cost for such work.

I understand the Retractable Awnings and Sunshades policy and requirements and agree to abide by them.

Owner(s) Printed Name (s)

Owner(s) Signature

APPENDIX D - IRRIGATION SYSTEMS

Prior to commencement of any work related to the installation of any irrigation system, the Owner shall submit an application, including a Prior Consent Form signed by their contiguous neighbor if their courtyard would be impacted by the installation, to the Design Review Committee to obtain written approval. The application will have this Appendix attached and include the following:

1. The Owner must submit a detailed plan and diagram illustrating where the irrigation system will be installed including full specifications and locations for all components of the irrigation system including, but not limited to, sprinkler heads, drip hoses, water lines, and the backflow device.
2. The Owner shall be permitted to install a deduct meter for the irrigation system, upon approval.

After all requested information has been received, typically a decision is reached within thirty (30) days of its receipt. Incomplete applications will be returned to the Owner for resubmission. The Owner shall maintain and operate the irrigation system in accordance with the following:

3. After receiving Board Approval, and prior to any construction and installation activities, Owner shall obtain all requisite local municipal approvals (City, County, Township, and/or any master association, as applicable), permits, and inspections pertaining to the irrigation system and the backflow device. Owner shall also be responsible for any requisite annual inspections.
4. All irrigation improvements shall be located within the Owner's lot or within the courtyard easement that benefits Owner's lot, as defined in the Community's Declaration of Covenants.
5. The irrigation system must be installed by an irrigation contractor certified by the Irrigation Association. Installation shall be solely contained within the Owner's lot and the courtyard easement area benefiting the Owner's lot, if approved by the contiguous lot owner. Installation must not cause damage to the common area or adjacent lot including, but not limited to, any structures, improvements, or adjacent homes. The Owner shall be responsible for indemnifying the Association and other Owners within the Community for any damage caused by installation of the irrigation system, and for promptly repairing all such damage to original condition at Owner's sole expense.
6. When the irrigation system operates, the disbursement of water shall be solely contained within the Owner's lot and the courtyard easement area benefiting the Owner's lot. No water from the irrigation system shall be disbursed onto common area or any adjacent lot including, but not limited to, onto any structures, improvements, or adjacent homes. The Owner shall be responsible for indemnifying the Association and other Owners within the Community for any damage caused by the irrigation system to another home, lot, or common area within the Community, and for promptly repairing all such damage at Owner's sole expense.

7. The Owner is solely responsible for any damage caused to the irrigation system, including its components, because of aeration, maintenance, and other services performed to the Community that are the obligation of the Association to perform pursuant to the Community's Declaration of Covenants regardless of whether Owner received prior notice from the Association of said aeration, maintenance, and other services.
8. The Owner shall initiate communication with the Community's Property Manager to learn the lawn maintenance schedule to ensure the irrigation system does not operate 24 hours prior to mowing to prevent mowing ruts due to saturated turf. Notwithstanding the foregoing, Owner shall be solely responsible for the repair costs associated with any damage caused by (i) Owner's failure to comply with this paragraph, (ii) a change in the lawn maintenance schedule, (iii) or any miscommunication (or lack of communication) related to the lawn maintenance schedule.
9. The Owner is solely responsible for opening, maintaining, and winterizing (during the months November through March) the irrigation system including any required annual backflow testing.
10. Upon the sale of the Owner's home, the Owner shall provide a copy of these Irrigation Policies and Procedures to the buyer.

I understand the Irrigation Systems policy and requirements and agree to abide by them.

Owner(s) Printed Name (s)	Owner(s) Signature

APPENDIX E - STORM DOORS

Please comply with the following storm door specifications, including prior approval from the Design Review Committee (approval form available on our website: courtyardsriverside.org):

THE COURTYARDS ON RIVERSIDE

THE COURTYARDS ON RIVERSIDE HOA

SPECIFICATIONS FOR STORM DOORS

Below are the most common storm doors selected for installation that are available at local home improvement stores. Please note that an application for exterior alteration/modification is still required prior to installation for a storm door or any other exterior improvement. The application is available on the Towne Properties website (https://townecommunitycafe.securecafe.com/residentservices/condocafe/userlogin.aspx) or by contacting the Towne Properties Customer Service Department via email at Info@TowneProperties.com .

Per the Courtyards on Riverside Declaration of Covenants, Article V. Architectural Standards, B. Modifications: No Person, without first obtaining the written consent of the Design Review Committee, shall construct, install or modify any Improvements on a Lot, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, etc…**Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of improvements and alterations to the Design Review Committee for its approval.**

The Community Policies and Guidelines, also states:

V. Exterior Alterations

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed without prior written approval of the Board.

Storm doors may be added at the owner's expense (i) using only the approved design and color and (ii) after obtaining approval from the Board or its designee. Specific information about approved storm doors may be obtained from the property manager and is noted below for your convenience.

Andersen 3000 Series

Self-Storing Storm Door --

Door Color: Sandstone

Hardware: Traditional – Nickel

Glass Style: Low E Energy Saving Glass



Andersen 4000 Series

Full View Storm Door

Door Color: Sandstone

Hardware: Traditional Nickel



Larson Tradewinds

Door color: Almond

Hardware: Brushed Nickel

Glass Style: Low E Energy Saving Glass



LARSON Signature Low-E Full-View Tempered Glass and Interchangeable Screen Storm Door

Door Color: Almond

Hardware: Brushed Nickel

Glass Style: Low E Energy Saving Glass



*The storm door paint color should match the trim of the home and the hardware should match the hardware on the existing door. Solid glass is preferred, but etched glass may be considered by the Board on a case by case basis.

APPENDIX F - SOLAR PANELS AND SHINGLES

Prior to commencement of any work related to the installation of any solar panel system, the Owner shall submit an application to the Design Review Committee to obtain written approval. A Solar Energy System (System) is defined as a solar photovoltaic device whose primary purposes is to use solar energy to produce electricity, including, without limitation, solar panels and solar shingles. The application will have this Appendix attached and include the following:

1. A to-scale diagram prepared by the Owner's contractor installing the System precisely depicting and describing where all the improvements associated with the System will be installed and located. This includes photographs of the roof area upon which the System will be installed.
2. The materials to be used, a manufacturer's description of the System, photographs or pictures of the System, and colors of the System.
3. The proposed timeline for the installation of the System.

The following are the guidelines for the installation of the System:

4. The Owners are urged to check with a contractor, engineer, or other professional to determine whether installation may impact their roof warranty or other aspects of their home. Approval of an Owner's installation is not a representation or warranty by the Board or Design Review Committee that the System chosen by an Owner is safe or is compatible with the Owner's roof. An Owner assumes all risks associated with installation of a System.
5. Systems may only be installed in locations approved by the Design Review Committee which will consider street or neighbor impacts. The System may not be installed in a location other than on the roof of the dwelling of the Owner installing the System.
6. Surface panels (i.e. mounted to the walls, siding, or on the ground) are prohibited.
7. Roof-mounted solar panels and solar shingles must conform to existing roof geometry, must be generally flush with the roof, and must be installed at the same angle and slope of the roof. The top edge of the panels may not extend above the roof peak and must be located entirely within a boundary defined by the roof eaves and peak. The panel distance above the existing roof surfaces must be minimized as much as possible.
8. The color of the System and its visible components should be substantially similar to the color of the home's roof shingles. The Design Review Committee shall determine, in its sole discretion, whether the color of the System its visible components is acceptable in appearance.
9. Solar panels and shingles must have sufficient glare resistance so as not to cause any reflection or be a nuisance to other neighbors. All solar panels and shingles must have a textured or matte finish.
10. Any exposed electrical conduit must be colored (e.g. powder coated) to be color-matched to the roof. Electrical connections must be hidden to the extent possible and placed inconspicuously when viewed from all angles.

11. The frame, support bracket, or visible piping or wiring must be a silver, bronze, or a black tone commonly available in the marketplace.
12. The System must be professionally installed by a licensed solar contractor in accordance with the manufacturer's guidelines.
13. All equipment associated with the System must be properly maintained in a neat and attractive condition, as determined by the Board, and in accordance with the manufacturer's guidelines. If the System (i) becomes inoperable and is not repaired within thirty (30) days of becoming inoperable, (ii) is no longer being used for a continuous period of time equal to thirty (30) days, or (iii) is not properly maintained and the Owner fails to cure said failure to maintain within thirty (30) days of the Owner's receipt of such notice from the Board, within sixty (60) days of such occurrence the Owner shall remove the System (including all components) and, to the extent reasonably practical, restore the home and its roof to its preexisting original condition prior to the installation, use, and removal of the System.
14. At its discretion, the Board and Design Review Committee shall each have the right from time-to-time to apply other criteria for installation of Systems based upon a Lot's location, harmony of design, visibility to other homes, suitability of materials and contractors, workmanship, and effect on property values.
15. The Design Review Committee may, but is not required to, inspect the Lot upon completion of installation to determine whether the System was installed in compliance with these guidelines and the Owner's application.

I understand the Solar Panels and Shingles policy and requirements and agree to abide by them.

_____ _____

Owner(s) Printed Name (s) Owner(s) Signature