

**SINGING RIDGE
HOMEOWNERS
ASSOCIATION, INC.
RESIDENT
HANDBOOK**

CONTACT:

**SINGING RIDGE HOA MANAGER
2305 FAR HILLS AVENUE, SUITE 210
DAYTON, OHIO 45419**

PHONE: (937) 474-2621 OR VIA E-MAIL AT SingingRidgeHOA@gmail.com

SHOULD YOU SELL YOUR HOME, PLEASE PASS THIS ONTO THE NEXT OWNER

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Governing Documents available at Montgomery County Recorder’s Office

SINGING RIDGE HOMEOWNER ASSOCIATION BY LAWS

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGING RIDGE

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGING RIDGE

SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGING RIDGE

THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGING RIDGE

FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGING RIDGE

Introduction

Dear Homeowner,

This Handbook is designed to provide Homeowners with helpful information about the organization, responsibilities, policies and procedures of the Singing Ridge Homeowners Association. It is intended to serve as a guide to the Association's By-laws and the Association's Declaration of Covenants, Conditions, and Restrictions, which are a part of the deed to every property within the Singing Ridge community. These Covenants need to be fully understood by each Homeowner. This Handbook is written to supplement, not replace, the Declaration of Covenants, Conditions and Restrictions and the By-laws of Singing Ridge. The original Declaration of Covenants, Conditions and Restrictions for Singing Ridge were recorded on February 13, 2004 in Montgomery County, Ohio. If there should be a discrepancy between what is contained in this document and the recorded documents, the recorded documents shall govern.

We can't do everything we might want to do because our actions affect everyone in the Community. This Handbook outlines those restrictions, but more importantly provides information on day-to-day living in Singing Ridge. We ask all residents to read and abide by these guidelines to maintain peace and harmony within this great community. From time to time, we will provide newsletters to update residents of any changes.

As a Homeowner in Singing Ridge, you automatically become a member of the Homeowners Association. This Association has the responsibility to protect, maintain and enhance the value of your home and lifestyle. The Association has specific responsibilities which are carried out by the management. This Handbook and its attachments should help you understand the role of this Association more clearly.

If you have any questions or need assistance, please contact the **HOA Community Manager**
VIA E-MAIL AT SINGINGRIDGEHOA@GMAIL.COM OR AT (937) 474-2621.

Sincerely,

Board of Directors
Singing Ridge Homeowners Association, Inc.

Organization

Singing Ridge Homeowners Associations, Inc. is an Ohio not for profit corporation created for the purpose of administering the Association business, the maintenance of common areas, as well as enforcing the rules set forth in the Declaration of Covenants, Conditions and Restrictions. The major responsibility of the Association is to protect the Homeowners' investments and to maintain and enhance the value of their property. This is done by providing for the physical maintenance and operation of the common areas and other property included in Singing Ridge. The Association has other responsibilities, too, such as enforcing the regulations, architectural controls, and setting up an effective communication system among Homeowners.

To assure the Homeowners of a well-run organization, a professional manager has been retained as an integral part of the operation of the Association. Professional management staff will coordinate and supervise the maintenance, financial and architectural facets of the Association.

Each Homeowner in the Association has a percentage of ownership in all common areas in Singing Ridge and will automatically become a voting Member of the Association on the date of transfer of ownership recorded in the County Clerk's office. Each home has one vote. The Association is comprised of Class A Members who are Homeowners and, until the end of the Development period, Class B Members who are Developer representatives. As of the date of this document, the Association is under Developer control.

Governing Documents

The Singing Ridge Homeowners Association, Inc. is governed by a set of legal documents which establish the Association, regulate its operation and provide rules for use of all properties in the Community. The legal documents consist of the following:

- By Laws for the Singing Ridge Homeowners Association
- Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singing Ridge.
- First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singing Ridge.
- Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singing Ridge.
- Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singing Ridge.
- Fourth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singing Ridge.

The Board of Trustees

The purpose of the Board of Trustees is to set forth and administer policies and procedures, and to make managerial decisions affecting the operation of Association business.

The Members of the Board of Trustees, being duly appointed and/or elected are recognized by the State of Ohio as officers of the Singing Ridge Homeowners Association, Inc. and have the authority to enter into contractual obligations, carry out and enforce all provisions of the Declaration and Articles of Incorporation, and may assign such responsibilities as deemed appropriate to a Manager or a Management Company.

The Developer and / or its representatives will make decisions for the Association that are in the best interest of the Homeowners and the Community until the Association is turned over to the Members, as set forth in the Declaration of Covenants, Conditions and Restrictions.

Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

The Association shall have two classes of voting Membership:

(1) **Class A.** The Class A Member shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(2) **Class B.** The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot it owns. The Class B Membership shall cease and be converted to Class A Membership, with Declarant entitled to one Class A vote for each Lot it still owns, when the following conditions are met: the total votes outstanding in the Class A Membership equal or exceed sixty-six percent (66%) and Owner-occupied residences are located on at least seventy-five percent (75%) of all buildable Lots.

The Duties of the Board of Trustees

The Declaration defines the duties of the officers of the Association. At any time, the Association may prescribe any and all of these duties to a manager or management company.

The Duties of the officers of the Board of Trustees are:

President	The president is the chief executive of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the board are carried out. The president may sign all legal instruments authorized on behalf of the Association.
Vice President	The vice-president acts in place of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge other duties as may be required of him by the Board.
Secretary	The secretary records the votes and keeps minutes of all meetings and proceedings of the Board and of the Members; serves notice of meetings of the Board and of Members; keeps appropriate current records showing the names and addresses of Members; and performs other duties as required by the Board.
Treasurer	The treasurer receives and deposits in appropriate bank accounts all monies of the Association and disburses such funds as directed by resolution of the Board; keeps proper books of account; specifies receipts and expenses, profits and losses among and from the Members; and prepares an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting.

Some of the responsibilities of the Board of Trustees

- Establish the policies and regulations that govern Singing Ridge Homeowners Association, Inc.
- Supervise and prescribe the duties of the manager or management company
- Approve the operating budget and all expenditures of the Association
- Set the amount of assessments
- Enforce architectural control
- Maintain common areas and structures located on the common property
- Maintain Homeowners' yards
- Keep a complete record of corporate affairs and report to Homeowners

The manager or management company for Singing Ridge is responsible to the Board for carrying out the day-to-day operations of all Association business and maintenance of commonly held property.

The manager or management company has specific authorization and obligations as contained within the management contract. The management contract will generally run for a period of one to three years.

It is the responsibility of the manager or management company to bid, contract, oversee, and direct all contractors, vendors, etc. servicing the Association. The manager or management company will select, oversee, and direct all employees including maintenance personnel.

The manager or management company is a vehicle by which the overall administration, policies and procedures, managerial decisions, etc. of the Board, acting on behalf of all Homeowners/Members, are carried out. The expertise and experience of a qualified manager or management company provides the Board with information and facts necessary to make appropriate decisions on almost all aspects of the Association administration and management of common real property.

Association Meetings

Annual Meeting

The Singing Ridge Homeowners Association's first annual meeting of the Members shall be held within one year from the date of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. or as designated by the manager or management company on behalf of the Board. If the day for the annual meeting of the Homeowners is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Each Homeowner will receive written notice of the meeting date, time, and place not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

Meeting Agenda

The order of business of Association meetings, Annual meetings as well as Board meetings typically is as follows:

- Calling of Meeting to Order
- Roll Call (when applicable)
- Determination of Quorum (when applicable)
- Reading of Minutes from Previous Meeting
- Reports of Officers
- Reports of Committees (when applicable)
- Election of Board of Trustees (when applicable)
- Unfinished or Old Business
- New Business
- Adjournment

Any Homeowner who wishes an item be placed on the agenda should notify the manager or management company. The request should be made in writing and state the item of business and reason for the request. Each request must be signed by the Homeowner making the request and be returned to the manager or management company at least ten (10) days prior to the meeting date (when possible).

Services provided by the Association

Daily, weekly, and periodic maintenance and operations of Common Areas are normally handled by the manager or management company within the guidelines established by the Board of Trustees for the Association. The exceptions to this are those services needed to be performed by professional contractors or companies specializing in the area of expertise required. In some instances, outside contractors may be used for jobs.

When a particular job requires the use of contractors or outside companies, a bidding process is generally used whereby job specifications are written and a minimum of three contractors are solicited to submit bids by a specified deadline. The bids are reviewed by the manager or management company and if over the predetermined spending limit, the bids will be presented to the Board of Trustees for review, discussion, and a vote to determine the bid deemed more desirable from the standpoint of qualifications, reputation, timely completion dates, adequate insurance coverage, and other pertinent factors.

Services within budget parameters to be provided by the Singing Ridge Homeowners Association:

- Maintaining the open space and common elements owned by the Association.
- Mowing the established yards on the home sites.
- Fertilizing and application of other lawn treatments after the lawn is established.
- Treating shrubs planted in the open space and common elements owned by the Association.
- Trimming and edging the front of the homes and open space areas.
- Mulching landscape beds in the open space and common elements utilized by the Association.
- Maintaining the storm water management system.
- Snow removal will commence after an accumulation of 2 (two) inches or more and only after the snow has stopped so long as no vehicles are in the driveway or on the street parked across from the driveway.
- Snow removal will be provided on driveways of the home ONLY. Public sidewalks will not be cleared. Public streets are serviced by Butler Township.

Association's right to maintain

In the event a Homeowner fails to maintain the home site and any improvements thereon in a manner acceptable to the Board of Trustees, the Association shall have the right, through its agents and employees, to enter the home site and repair, maintain, and restore the home site and any other improvements erected thereon. The Homeowner will be given ten (10) calendar days to comply and an opportunity to be heard concerning the failure to maintain. The cost of such maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, and other expenses incurred to obtain access to the home or home site) shall be assessed to the Homeowner.

Access to home sites

For the purpose of performing maintenance, as required and authorized by the documents, the Board of Trustees or Association, through the appointed manager or management company, employees, or contractors, shall have the right, after reasonable notice to the Homeowner, to enter upon any home site or the exterior of any occupied home at reasonable hours on any day.

COLLECTION POLICY

The monthly assessments are due on the first (1st) day of the month and are considered late if not received by the fifth day of the month and will incur a \$10.00 late fee. Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at the rate of one and one-half percent (1.5%) per month. Any payments received for any assessment shall be applied in the following order:

1. Penalties
2. Late fee
3. Interest
4. Principal

Any past due assessments may result in a lien and/or foreclosure to be filed against the Property.

Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.

ARCHITECTURAL IMPROVEMENT SUBMITTAL GUIDELINES

The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of the Singing Ridge Community. The purpose of the Design Review / Alteration Review Application is not to discourage improvements but to control the nature of the improvements so that they will not only enhance the value but also conform to the overall aesthetic appearance of the Community while abiding by the Covenants and Restrictions. All should look upon this process as a protection of your investment.

When a Homeowner desires to make an exterior change, improvement, or addition to his / her home or grounds (including any change in color), they must first obtain approval for the change or improvement from the Review Board as noted in the Declaration of Covenants, Restrictions, and Conditions adopted for the Community. All applications will be considered on an individual basis, and all reasons presented for the improvements will be weighed and evaluated, based on the following considerations:

1. The Board will review for harmony of the external design and location in relation to the surrounding buildings in the Community.
2. The Board will consider future maintenance problems or expenditures involved with the installation that may effect the Association.
3. The Board will review the adherence to the guidelines established in the Declaration.

In order to have an improvement considered, the following process is required:

1. The Homeowner must complete an Improvement application and submit it to manager or management company, along with a copy of your plat, and a drawing, photograph or catalog picture with specification, as necessary.
2. After management has received the request, it will be forwarded to the Board. The Board will review the application within ten (10) business days. The application will be approved, disapproved or additional or alternative recommendations for the improvement will be suggested. The Homeowner will then receive a response within fifteen (15) business days from the date of the submission.
3. It is understood that the Homeowner will be responsible for any maintenance, repair and / or replacement of any change or improvement requested and approved.
4. It should also be understood that any unauthorized changes or improvements are to be removed or restored to original condition. At the discretion of the Board of Trustees and any expense incurred by the Association to do so will be at the expense of the Homeowner.

SINGING RIDGE HOMEOWNERS' ASSOCIATION - IMPROVEMENT APPLICATION

WHEN SHOULD WE FILE AN IMPROVEMENT APPLICATION? An improvement application must be submitted for any change or addition to the exterior of your home or grounds. If in doubt about your particular project, contact the **HOA COMMUNITY MANAGER VIA E-MAIL AT SingingRidgeHOA@gmail.com**

WHAT IS THE OBJECT OF THE ARCHITECTURAL REVIEW APPLICATION FORM? The object of requiring a Homeowner to file an improvement application with the Board is two-fold. It will ensure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the Community, maintains the architectural harmony of the Community and in no way inconveniences your fellow Homeowners. In addition, it enables the Association to determine what information and assistance it can give in order to expedite completion of your planned improvement.

Name: _____

Address: _____

Email: _____

Day Phone #: _____ Home Phone #: _____

Cell Phone #: _____

Type & Nature of Requested Improvement: _____

Color: _____ Dimensions: _____

Location: _____

Supplies: _____ Approximate Cost: _____

In order for the Board to accurately review this application, a SCALE drawing of all improvements requested must be submitted as well as a copy of your plat (a plat was given to each Homeowner at closing). Attach all information to this application to show the Board the exact location and dimensions. Whenever possible, a picture should also be included.

I, the undersigned owner, understand the rules concerning the proposed improvement and declare that this improvement in no way encroaches on the neighbors' property or common ground. I agree to abide by the rules established by the Association and understand that all future owners of this property, as well as, me will be solely liable for any upkeep required by the addition of this improvement. I understand that it is my responsibility at the time of resale to inform the future owners of this obligation on their part. I further agree to obtain all licenses and / or building permits required and to meet all legal requirements for building codes.

RETURN FORM TO: SINGING RIDGE HOA, 2305 FAR HILLS AVENUE, SUITE 210, DAYTON, OHIO 45419

OR VIA E-MAIL AT: SingingRidgeHOA@gmail.com

Signature: _____ Date: _____

(FOR ASSOCIATION USE ONLY)

Date Received: _____ Received By: _____ Letter Sent: _____

Date Approved _____ Disapproved _____

SINGING RIDGE HOMEOWNERS' ASSOCIATION – RESIDENT INFORMATION FORM

The information on this form is necessary to maintain accurate records for the Association. Kindly fill out this page and send or email it to the management. Please be assured that your information will be kept confidential and will not be released without authorization.

Owner Name(s)

Property Address

Mailing Address (if different)

E-Mail Address

Telephone (Work)

Telephone (Home)

Telephone (Cell)

The information below will be used in the event that we are unable to contact you regarding an emergency.

Emergency Contact Person

Emergency Contact Telephone

The information below should be provided if someone other than the owner of record occupies the unit.

Resident Name(s)

Resident E-Mail Address

Resident Telephone (Work)

Resident Telephone (Home)

Resident Telephone (Cell)

**RETURN FORM TO: SINGING RIDGE HOA, 2305 FAR HILLS AVENUE, SUITE 210,
DAYTON, OHIO 45419 OR VIA E-MAIL AT: SingingRidgeHOA@gmail.com**

ENFORCEMENT PROCEDURE

- A. Each Property owner shall be responsible for any violation of the Declaration of Covenants and Restrictions. This responsibility applies to the owners, guests, occupants, as well as tenants if the property is leased.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.
- E. Prior to the imposition for an enforcement assessment for a violation, the following procedure will be followed:
 1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge and/or enforcement assessment; and
 - d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 2. To request a hearing, the owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item E-1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
 3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

REQUEST FOR A HEARING

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the attached correspondence is received by the Board within ten (10) days, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then this form must be completed and received within ten (10) days by:

Singing Ridge Homeowners' Association
c/o Singer Properties
ATTN: HOA Community Manager
2305 Far Hills Avenue
Suite 210
Dayton, Ohio 45419

I, _____, request to be scheduled for a hearing before the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven (7) days in advance.

I believe that the enforcement assessment should not be imposed because _____

Signature

Date

Signature

Date

Please print name

Address

Phone Number

COMPLAINT PROCEDURE

Complaints against anyone violating the rules must be submitted to the management in writing and must contain the date, signature, address and telephone number of the individual filing the complaint.

The management will, in most instances, contact in writing the alleged responsible owner after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.

If the reasonable efforts to gain compliance are unsuccessful, the unit owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

In order to insure compliance with the rules and regulations in those rare instances when a friendly reminder does not work, the Board has instituted the following schedule of fines for repeated violations of the same offense.

First Offense	letter
Second Offense	\$50.00
Third Offense	\$100.00
Fourth Offense	\$200.00

YARD MAINTENANCE FORM

The Association will try its best to accommodate special requests pertaining to lawn care. Should you wish to opt out of the lawn services, the Homeowner is still required to pay its monthly assessments. Do note that the Association is not responsible for mistaken occurrences.

Should you wish to opt out of weekly grass cutting and / or the fertilization program provided by the Association's lawn care company, fill out the information below and return it to the management no later than March 1st of the mowing season.

RETURN FORM TO:
SINGING RIDGE HOA
ATTN: HOA Community Manager
2305 FAR HILLS AVENUE
SUITE 210
DAYTON, OHIO 45419

OR VIA E-MAIL AT: SingingRidgeHOA@gmail.com

Name: _____

Address: _____

Email: _____

Day Phone #: _____

Home Phone #: _____

Cell Phone #: _____

Date: _____

WEEKLY MOWING?

NO

FERTILIZATION TREATMENT?

NO