

Neighborhood Policy and Guidelines

The Woods at Geist Overlook

1. INTRODUCTION

The *Woods at Geist Overlook* is a community founded on shared values of aesthetic harmony, property value preservation, and neighborly respect. While our covenants establish the foundational rules for our neighborhood, they were intentionally broad to accommodate future needs. As our community evolves, so too does the need for enhanced clarity and consistency in how these covenants are interpreted and applied.

To support this, the Neighborhood Policy and Guidelines document has been developed to provide greater specificity and practical guidance for homeowners, the Homeowners Association (HOA), and the Architectural Review Committee (ARC). This document serves as a bridge between the high-level language of the covenants and the day-to-day realities of maintaining a vibrant and cohesive neighborhood.

By outlining expectations in key areas—such as architectural modifications, landscaping, property maintenance, community standards, and enforcement/collections—these guidelines promote transparency, reduce misunderstandings, and ensure all residents are treated fairly. Ultimately, this document is a tool to support responsible homeownership and enhance the quality of life for everyone in *The Woods at Geist Overlook*.

Remember that enforcing our covenants is a group effort. In addition to what the Board witnesses, we rely on neighbor feedback to make us aware of any infractions that need to be addressed. Please communicate any concerns you may have with the Board so that we may document and enforce.

Formal documents and additional information can be found at our website:
(<https://www.thewoodsatgeistoverlook.com/>).

2. INDIANA GUN CLUB

From time to time, the Indiana Gun Club hosts events that result in more noise than typical. The HOA and Gun Club have developed a good relationship and will do their best to communicate when such events are taking place. Any questions or concerns should be directed to the HOA Board.

3. DRIVEWAYS AND SIDEWALKS

Driveways must be concrete and should remain free of major damage, significant settling cracks, and relatively even.

Sidewalk maintenance and repair is the responsibility of the Owner. Any sidewalks that are a danger to pedestrians, or that have gaps or offsets of two inches or over will be reported to the City of Fishers (in partnership with the HOA) and must be repaired by the Owner.

4. MAINTENANCE OF LOTS AND IMPROVEMENTS

To preserve the aesthetic and environmental quality of *The Woods at Geist Overlook*, homeowners are expected to maintain their properties in accordance with the following standards:

A. Lawn and Vegetation:

- (i) Mow the lot regularly to prevent unsightly overgrowth of grass, vegetation, and noxious weeds.
- (ii) Use of emergent or weedkiller to prevent dandelions and other forms of weed growth. Using a professional lawncare specialist is encouraged.
- (iii) Special attention must be given to areas along the curb, ensuring grass and weeds do not become overgrown or unsightly, especially along the street.

B. Debris and Rubbish Removal:

- (i) Remove all debris, rubbish, and yard waste from the property in a timely and responsible manner, to include but not limited to; excess mulch, gravel, or landscaping materials.
- (ii) Items may not be stored in yards or common areas in a way that detracts from the neighborhood's appearance.
- (iii) Storm drains should remain clear of leaves, grass and debris to help maintain waterflow and reduce buildup or flooding.

C. Aesthetic Conditions:

- (i) Prevent any condition on the property that could reasonably detract from or diminish the overall aesthetic appearance of the Development.
- (ii) This includes, but is not limited to; excessive clutter, damaged exterior features, and poorly maintained landscaping.

D. Tree Maintenance:

- (i) Cut down and remove any dead trees and stumps must be ground out. Street trees that are removed can be replaced, at the owner's discretion.
- (ii) Trim existing trees to ensure they do not obstruct vehicular traffic, street signs, or pedestrian sidewalks.
- (iii) Street trees must be trimmed so as not to impede movement or visibility.
- (iv) Sprouts, or tree upshoots, should be trimmed to ground level.

E. Exterior Maintenance:

- (i) Keep the exterior of all buildings, fences, decks, and other improvements in good repair and free from deterioration, damage, or unsightliness.

- (ii) Regular maintenance should include painting, cleaning, and repairing visible wear and damage, to include but not limited to; rotted wood/trim, shutters, exterior lights, broken vinyl, and missing shingles.

F. Landscaping:

- (i) The owner shall landscape the lot to comply with community standards and enhance neighborhood appeal.

5. MAILBOXES

Mailboxes are a prominent feature in the neighborhood and must be maintained as follows:

- (i) Keep mailboxes upright and securely fastened to their posts.
- (ii) Mailbox posts should be structurally sound, free from rust, rot, or damage, and painted/stained in a uniform and clean manner.
- (iii) Replace damaged or deteriorating mailboxes or posts promptly.
- (iv) All mailbox designs and colors must conform to the original standard or be approved by the Association.
- (v) Otto's Streetscape Solutions is the approved vendor for mailbox needs. An owner that is not going to use Otto's Streetscape Solutions must submit their proposed mailbox to the Architectural Committee for approval prior to installation.

6. GENERAL PROHIBITIONS

A. Vehicle Parking: To maintain safety and appearance in the community, the following parking policies apply:

- (i) Owners and occupants must utilize private driveways and garages for parking.
- (ii) Vehicles may not block driveways, garages, walkways, fire hydrants, or impede any vehicular or pedestrian access.
- (iii) Temporary guest parking is allowed **only** on one side of the street so that there is adequate room for safely navigating the roadways and must be limited to ordinary passenger vehicles during social gatherings.
- (iv) Overnight street parking is available for guests only; however, overnight street parking in excess of two nights (defined as between 12:00 a.m. and 6:00 a.m.) is strictly prohibited.
- (v) Junk, derelict, or obviously inoperable vehicles, as well as those without current license plates, are prohibited unless housed within enclosed garages.
- (vi) A vehicle covered by a tarpaulin for more than ten (10) consecutive days will be deemed "stored" and is not allowed outside enclosed garages without prior Board approval.

(vii) Any situation outside of these requirements needs to be coordinated with the Board for temporary approval.

B. Parking Enforcement & Towing:

- (i) Vehicles in violation will be tagged with a notice and may be towed at the owner's expense if not moved within 24 hours. Towing signage will be posted throughout the neighborhood.
- (ii) Upon a third violation (after two prior tags), a vehicle may be towed without further notice.
- (iii) The Association bears no responsibility for any damage, claims, or consequences arising from the towing.
- (iv) Homeowners are responsible for ensuring their tenants and guests comply with these parking rules.
- (v) If the homeowner has any concerns, they are to report them to the HOA Board to facilitate parking enforcement.

C. Trash Receptacles:

Trash/recycling receptacles may be placed at the curb the night before scheduled pickup. It is expected that trash/recycling receptacles will be brought in within 1 day after a scheduled trash pickup.

7. Procedure for Enforcing Covenants

Indiana law requires that any party that seeks to enforce any section of our governing documents must follow a statutory procedure prior to filing any type of action. The goal of enforcement is to keep property values high and to maintain the appearance and aesthetic of our beautiful neighborhood. Enforcement is not easy for anyone involved and the Board wants to encourage open communication for resolution of any violations to avoid formal legal action from being necessary. To assist in this endeavor, the Board will be implementing the following procedure for enforcement for violations of the governing documents.

A. Upon observation of a violation, either through routine walk-throughs or from reports received from residents (which will be verified by a Board member), the Board will send out a written notice to the Owner of the property that states what the violation is, and how the Board expects the Owner to fix or cure the violation, along with an expected time frame for cure and/or response from the Owner.

B. The Owner is expected to address the issue promptly and/or communicate with the Board with a timeline of when it will be resolved and to ask any questions they have regarding the violation. If a contractor must be used to address the violation, the Owner is expected to provide the Board with written proof of the hiring of the contractor with an estimate of when the work will be completed by the contractor. It is understood that there may be delays due to contractor availability or weather conditions. The Owner has the burden and the duty to communicate those delays to the Board if or when they occur.

C. After 14 days from the date of the first notice, if no response is received from the Owner and the violation remains, the Board will send a follow-up letter.

D. If no response is received and the violation remains after another 14 days from the date of the second notice, the Board has the discretion to turn the matter over to the Association's legal counsel for further action.

E. If the matter is turned over to the Association's legal counsel, the Owner will receive formal written communication from counsel. This communication will state the following:

1. The nature of the violation,

2. The provisions of the governing documents that are being violated and what the Association wants the Owner to do or not do to cure the violation.

3. The communication will also state that the Owner has the right to ask for a meeting with the Board to try to resolve the violation along with the information regarding where the Owner must send the written request for the meeting. Any written request for a meeting must be made by the Owner within ten (10) business days.

F. If the Owner requests the meeting within the specified time period, then the Association will provide proposed dates and times for the Owner to meet with the Board. During the meeting, the parties will discuss possible resolution of the violation. If the parties reach an agreement at the meeting or after the meeting, the agreement will not be effective until it is put into writing and signed by both parties.

G. If the Owner does not request the meeting according to Section E(3) above, fails to attend a meeting scheduled under Section F, or the parties cannot come to an agreement at the meeting, then the parties will be deemed to be at an impasse. Within ten (10) calendar days of the impasse, either party can submit the violation for formal mediation or arbitration. The party requesting mediation or arbitration is responsible for all costs and expenses incurred for the mediator or arbitrator.

H. If an impasse is reached and neither party submits to mediation or arbitration, or the mediation or arbitration does not result in settlement of the claim, then the Association can begin legal proceedings with the Court. All costs and expenses, including attorney fees and court costs incurred by the Association for the action through any mediation or arbitration are at the cost of the Association. Once a legal proceeding is filed, all costs and expenses, including attorney fees and court costs incurred by the Association are the responsibility of the Owner against whom the case is filed.

I. If a violation results in a settlement agreement, it must be documented in writing. If either party violates the settlement agreement, the other party can begin legal proceedings to enforce the agreement. The party who violates the settlement agreement is responsible for all attorney fees, costs and expenses incurred to enforce the settlement agreement.

J. This process is not required for exempt claims, which include: collecting assessments, where a temporary restraining order is necessary to maintain the status quo or where there is an

emergency, if the statute of limitations on filing a claim is about to expire, where a dispute has been sent to mediation or arbitration by terms of another agreement or contract, or where the claim has already been addressed by the parties or was previously resolved by a Court.

K. Repeat violations of the same violation against the same Owner do not require this process to start over. If a violation is resolved, and then reoccurs, the Association can pick up in the process where they left off and continue on through the enforcement process.

8. Architectural Review

It is expected that homeowners will wish to improve or enhance their property and as a community this is encouraged because well maintained homes and improved homes help maintain property values for the neighborhood. However, it is important to understand that our Covenants require all owners submit any exterior changes or improvements to the Architectural Review committee for approval prior to starting any work or construction.

Examples that require approval include, but are not limited to, fencing, pools, additions, solar energy systems, basketball goals, playsets, decks, hardscaping, replacements of existing items (driveways, siding, roofing, mailboxes (if not using preferred vendor)).

- A. Application: All applications must be submitted in writing to the Architectural Review Committee. Two copies of the package must be submitted and include the following:
 - Architectural Request Form
 - Plans and specifications of the improvement, including size, color, materials to be used, proposed landscaping etc.
 - Plot plan showing specifically where on the Lot the improvement will be located. Drawings must be to scale.
 - ✓ Most owners should have a plot map in your closing documents from the sale of the home.
- B. Review: Once the application is submitted, the Committee will review the proposal and issue an approval or a denial within thirty (30) days of all the materials being property submitted. All responses will be provided in writing. No verbal approvals or denials are binding.
- C. Denials: The Committee may deny an application if any documentation is missing or inadequate or if the application is incomplete. Denials are also appropriate where the design or color does not match the neighborhood aesthetic or where the Committee deems that rights, interests or welfare of any other owner is improperly affected.
- D. Inspection: The Committee has the right to inspect the work to verify that the Owner has built the improvement as stated in the application and as required by the Covenants, these rules or any other applicable laws or regulations. If any discrepancies exist, the Committee shall notify the Owner in writing giving a time frame for the Owner to make any necessary changes to resolve the discrepancy.
- E. Liability: Any approval provided by the Committee does not make the Association or the Committee responsible for any defect in the plans. The owner, not the Committee or the

Association, is responsible for ensuring that their project is compliant with all local requirements for permits or for compliance with any utility easements or requirements on their Lot.

9. Collection Procedures.

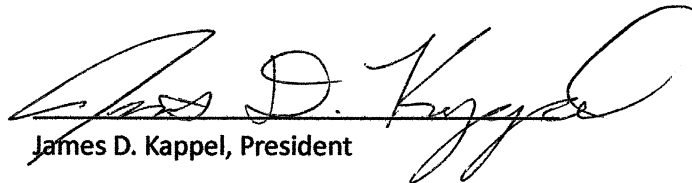
- A. Assessments are due in full being on the 31st of each January.
- B. A written reminder will be mailed to the Owner on the tenth (10th) day after the assessment due date stating that the Owner has a past-due assessments, and a late charge of \$25.00 was applied to the Owner's account for the unpaid assessment. A late fee will be assessed for each month the assessment remains unpaid on the tenth day of the month. The Owner is responsible for paying all late charges and collection fees.
- C. At any point after the initial notice, the Board may determine to send the unpaid assessments to formal collection through the Association's legal counsel. Any attorney fees and costs incurred for the collection of assessments shall be the responsibility of the Owner whose assessment remains unpaid.
- D. A lien may be recorded against the property at any time when there is an unpaid assessment at the discretion of the Board. The costs and expenses incurred for the lien, including attorney fees and any recording costs, (including any release of lien fees if the account is paid after the lien is placed) will be the responsibility of the Owner.
- E. Assessments that remain unpaid after notification from the Association's legal counsel may be subject of an action for monetary damages to recover those unpaid assessments to be filed with the Court.
- F. The Association has the right to foreclose upon any lien placed upon the property for unpaid assessments.
- G. The Board reserves the right to accelerate the collection process and in the sole discretion of the Board, the Association may turn a matter over to the Association's legal counsel for legal action at any time, or place a lien on the property at any time.
- H. Applying Payments Received on Past Due Accounts: All payments received on an Owner's account shall be applied in the following order: first, to any legal fees, costs of collection, or court costs incurred on the account; second, to late charges; third, to other unpaid fees, charges and special assessments, if any; and lastly to any past due Assessments with the oldest outstanding Assessment being paid first. Any unpaid balances will be carried over year to year and continue to accrue late fees for each month the account is delinquent.
- I. Payment Plans initiated prior to an account being forwarded to the Association's attorney. The Board of Directors has the discretion to authorize Payment Plans for past due balances (including past due assessments and related fees) (the "Debt") with the following terms:

1. Payment Plans shall be in writing and signed by the Owner. Payments made without benefit of a written Payment Plan signed by the Owner will not be treated as payments toward the Payment Plan and collection activity shall be initiated in accordance with this Assessment Collection Procedures outlined above.
2. The Payment Plan length and the amount of the monthly installments owed will be determined by the amount of the Debt and by agreement of the Board and the Owner.
3. Additional Late Charges as provided in this Assessment Collection Policy will not be charged on the Debt during the term of the Payment Plan so long as payments are received in accordance with the Payment Plan.
4. The Owner will be responsible to pay additional assessments as they become due while a Payment Plan remains in effect. Future assessments cannot be included in the Payment Plan amount.
5. Upon default of Payment Plan, the Association will resume collection efforts with the next step of the Assessment Collection Procedures without further notice to the owner based on where in the process the account was at the time the Payment Plan commenced.

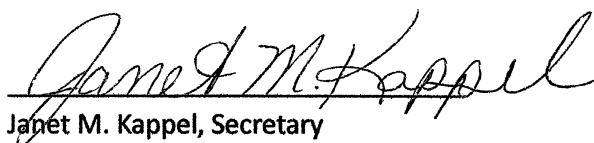
J. Waiver of Past Due Amounts. The Board of Directors will generally not consider waiver of late fees, lien fees, attorneys' fees, or other collection costs incurred on an account where the assessments were not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Agent(s). However, the Board of Directors retains full discretion to make business decisions concerning the collectability of accounts and their compromise or settlement.

These Rules and Regulations were adopted by Board vote pursuant to the Amended and Restated Code of By-Laws and by the Amended and Restated Declaration of Covenants, Conditions and Restrictions on October 13, 2025; and hereby executed this 13th day of October, 2025.

The Woods at Geist Overlook Property Owners Association, Inc., by:


James D. Kappel, President

Attest:


Janet M. Kappel, Secretary