

RAFTER J RANCH HOMEOWNER'S ASSOCIATION POLICY FOR ACCEPTING DONATIONS

APPLICATION:

The purpose of this policy is to provide guidance for the Rafter J Board, staff and potential donors about gifts or donations for Rafter J common area.

Gifts of amenities, including benches, picnic tables, sports equipment and other should meet a defined need, or enhance the beauty and/or use of common areas.

Gift amenities will be accepted on the basis of an agreement between the donor and the Rafter J HOA Board. No donor may declare a gift to Rafter J without the express consent and approval of the Rafter J Board of Directors as set forth below. Rafter J staff will provide written documentation of the donation, including the monetary value, in order to comply with current IRS requirements for acknowledgement of the gift.

DONATION REQUEST:

Potential donors will submit a proposal to the Rafter J Board that includes detail about the benefit or need for the amenity, description of the specific item, proposed location and a plan for purchase and installation. Rafter J staff may assist with calculations of expected lifespan, ongoing maintenance costs, and associated increase in insurance costs, if any.

CONSTRUCTION AND SITING:

Design and construction materials must be approved by the Rafter J Board to meet the functional, aesthetic and maintenance considerations of the location.

While donor suggestions will be considered, location must be consistent with the overall plan and specific requirements for a particular site. The donation must not interfere with the intended current or future use of the site, require the relocation of other equipment or infrastructure, or cause undue financial burden on Rafter J for ongoing maintenance or insurance. Final decisions as to location will be determined by the Rafter J HOA Board.

The Rafter J maintenance supervisor will be responsible for the coordination of installation and routine maintenance of the donation.

MAINTENANCE AND REPLACEMENT:

Once the donated amenity is accepted, constructed, and/or installed on Rafter J property, Rafter J HOA will take ownership of the amenity. Rafter J will be responsible for routine maintenance of the amenity over the course of its expected lifespan, with the following exceptions:

- The area in which the item is sited is to be redeveloped.
- The use of the area in which the item is sited changes significantly and the item is no longer deemed suitable for the site.
- Vandalism or environmental factors make it cost-prohibitive to continue to maintain the item at that location. In this case, effort will be made to arrive at an agreed upon alternate site, with the final decision being made in the Rafter J Board's sole discretion.
- The item has deteriorated beyond the point of repair prior to the end of a reasonably expected maintenance period.

Rafter J HOA is in no way obligated to replace the gift amenity if it is stolen, vandalized, worn out, irreparably damaged, in disrepair, dilapidated or destroyed. Original donors or their heirs or representatives will be contacted to allow for replacement at their expense if they so elect.

MEMORIAL DONATIONS:

Small plaques may be included on or near the donated amenity with design, placement and language to be approved by the Rafter J Board. Plaques may not include names or logos of commercial businesses or religious or political organizations.

In the event that the donated amenity is to be permanently removed, any memorial plaque will be offered to the Donor or heirs.

No memorial object or plaque may be displayed that is not directly tied to an approved amenity.

Memorial plaques may not be attached to existing structures or amenities owned by the Rafter J HOA that are not part of the donated amenity in question.

Approved by Rafter J HOA Board of Directors, July 25, 2023