

# CLASSIC MANOR CONDOMINIUM ASSOCIATION

An Experience in Comfortable Living

## HOMEOWNER RULES

Classic Manor Condominium Association that is located on South Baxter Street in the City of Auburn, Indiana consists of two separate structures containing four condominium units per structure.

As a condo homeowner, you enjoy exclusive possession and an ownership interest in all the space and improvements within your unit. You also have an ownership interest in the balance of the property in common with all other unit owners. This would include such items as the roof, enclosing walls and building frame plus the land on which the project is built.

Like any other homeowner, you will be responsible for the operation and upkeep of your individual unit. This generally includes decorating, utilities, interior repairs and maintenance, outside doors, windows, window boxes, patios and mortgage insurance if required. As a condo owner, you pay your proportionate share of common area operating and maintenance expenses. These costs include such items as snow removal, ground maintenance and Association insurance policy. These common expenses are to be paid monthly or quarterly before due.

Every owner belongs to the Association and the owners of each unit are entitled to one vote total for each unit owned. In other words, there will be as many votes as units sold at that time. Homeowners will meet with the Manager(s) at least three times a year, normally April, July and October for business meetings.

## QUESTIONS AND ANSWERS

What are common elements?

Land on which the building stands, beams, supports, mainwall, roofs, eavespouting, yards, parking areas, utility service installations and similar facilities are common elements. Generally, they include everything within a residential phase not actually included in the individual units.

Can an owner change his exterior if he so desires?

Unit exteriors are designated as a common element since it is part of the supporting structure and is alterable only with the required consent of other owners.

Who maintains flower beds and shrubbery around individual units?

Homeowner. Such flowers, shrubs and landscaping is permitted so long as it does not obstruct, diminish the value of, or interfere with the undivided interests of other owners and should blend in with the general appearance of other units.

CLASSIC MANOR CONDO ASSN. - HOMEOWNER RULES

Page 2

Will barbecuing be allowed outside a unit?

So long as it does not constitute a safety hazard or nuisance.

Can an owner wash and work on a car outside his or her unit?

Yes, with due consideration as to noise, etc. which may interfere with the enjoyment by his/her neighbor owners.

Can laundry be hung outside to dry?

Not so as to detract from the exterior appearance of the project and if the Association establishes rules to prevent this.

Can owners park campers or other recreational vehicles on their common property?

No, with the exception of a short period of time, such as 1-2 weeks if necessary.

Will motorcycles, mini-bikes, trailers, lawn mowers, business equipment, etc. be allowed to set outside on the property?

No, with the exception of a short period of time such as 1-2 weeks if necessary. Owners or landlords are responsible for the neat appearance of units so as to enhance the total concept of condominium-living and maintain property value.

Will pets be permitted?

Pets are permitted. They must remain under constant supervision by owners. Pets may not be tied or chained outside in the common areas(lawn) nor shall they be allowed to freely roam common areas so as to become a nuisance to other property owners. Owners are fully responsible for any damage occasioned by the action of their pets. No pets over 15-20 pounds are permitted.

Who is responsible for maintaining the common elements?

Maintenance of common elements is the responsibility of the Homeowners Association through its Manager(s).

What if an owner damages the common elements?

He or she is liable for the full cost of repairing or replacing the common elements.

What if nature does damage to the common elements?

The Homeowners Association is responsible for repair or replacement of common elements damaged by an act of nature.

CLASSIC MANOR CONDO ASSN. - HOMEOWNER RULES

Page 3

Can the Association have access to an individual unit for inspection?

The Association has the right of access to units from time to time during reasonable hours as necessary for maintenance, repair or replacement of common elements.

What if there is not enough money in the maintenance budget to cover expenses?

Homeowners Association is responsible for providing sufficient funds to pay for maintenance of common elements. Maintenance fees should be expected to increase with increased costs of maintenance services and supplies.

Who is responsible for roof replacement if it becomes necessary?

Homeowners Association through Special Assessment.

What if an owner refuses to pay a Special Assessment?

It will then become a lien upon that unit owner's property if it is unpaid.

Will there be a late charge on delinquent assessment payments?

Yes. The charge will be established by the Association.

Can the Association place a lien on an owner for non-payment of maintenance fees or assessments?

Yes. The lien can be foreclosed.

What about insurance coverage?

The Association policy insures the structure for all risk or loss and is subject to the standard policy exclusions. There is also premises liability coverage covering the Association for exposures that are the Association's responsibility. Owners are personally responsible for securing additional homeowners insurance on the contents and personal belongings.

Will owners have access to the accounting books?

Yes. Owners are permitted to inspect the accounting books of the Association.

electric lines, appliances, gas lines, telephones, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the condominium unit.

## ARTICLE VI

### Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the condominium unit, Common Areas, Limited Areas and the Property shall be applicable to Classic Manor Condominiums First Section and in addition to those set forth in the Declaration.

These are as follows:

(a) All condominium units shall be used exclusively for residential purposes and the occupancy for a single family.

(b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans, except as such Declaration allows expansions.

(c) Nothing shall be done or kept in any condominium unit or in the Common Areas or Limited Areas which will cause an increase in rate of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.

(d) No waste shall be committed in the condominium unit, Common Areas or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or patios, or placed on the outside walls of a Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any Building without the prior consent of the Board.

(f) No animals, livestock, poultry of any kind nor dogs or cats in excess of 15 pounds shall be raised, bred or kept in any condominium unit or in the Common Areas or Limited Areas. Owners shall be responsible for monitoring the cleanliness and behavior of their pets. They shall not allow barking or noises annoying to the other Owners and shall not allow the yards, walks or any common areas to be fouled. All excrement shall be promptly cleaned and removed from common areas.

(g) Nothing shall be done or permitted in any condominium unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws.

(h) No industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(i) No "for sale", "for rent" or "for lease" signs or other window or advertising display shall be maintained or permitted on any part of the Property or any condominium unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on any unsold or unoccupied condominium units.

(j) All Owners and members of their families, their guests, or invitees, and all occupants of any condominium units or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and Limited Areas.

(k) No boats, campers, trailers of any kind, buses, mobile homes, trucks or other unconventional vehicles of any description, shall be permitted, parked or stored anywhere within the Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within the garage.

(l) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with express permission from the Board.

Section 6.02. Right of Entry. An Owner or occupant of a condominium unit shall grant the right of entry to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his condominium unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit at reasonable times other persons, or their representatives when so required, to enter his condominium unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

CLASSIC MANOR CONDOMINIUM ASSN.

MINUTES OF MEETING

April 26, 1997

Classic Manor Condo Assn. members met at Ambrosia's at 10:30AM. Present were: Margie Doden, Helen Graham, Dave & Mary Bosell, Rosemary Byrum and Sonny & Sharon Spake.

A copy of the treasurer's report was handed out. There is a balance of \$1,117.77.

Helen Graham asked that the cable for TV that crosses her sidewalk be re-routed to avoid someone tripping over it.

Sonny Spake purchased a bag of crabgrass control and weed control to apply to troublesome spots on the condo lawn.

Art Albert was called to repair a water leak at Keith's condo. Albert then gave Spake's an opinion that the entire roofs will need replacing before long. Members discussed this and Helen made a motion that Spake's should get two quotes on replacement and when it should be done; Rosemary seconded the motion, carried.

The matter of patio cement care was discussed. Members agreed that patio cement problems should be repaired at the owner's expense as association fees are inadequate to cover such costs and members want to keep fees at a low rate as much as possible. This action was made in the form of a motion from Rosemary and seconded by Helen with others in favor.

The meeting was adjourned.

Signed Sharon Spake

# CLASSIC MANOR CONDO ASSN. MINUTES

October 17, 1998

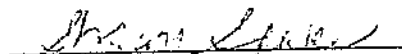
Classic Manor Condo. Assn. members Helen Graham, Margie Doden and Keith and Shirley Wallace met with Sonny and Sharon Spake at Ambrosia's for the fall quarterly meeting. Keith opened in prayer.

After enjoying breakfast, Sharon Spake gave the treasure's report. She told members that the snow removal contract is expected from the Four Seasons and Mike Starkey has agreed to remove snow from the sidewalks.

Spakes explained that a grub control application was made on the lawn as Japanese beetles found on the property and the Chem-law people reported it was a bad year for beetles destroying grass. Also, the lawn should be aerated sometime next year if the budget permits. Members will consider this then. Sharon Spake reported a problem with a patio window at Jean Wildermuth's condo. Haney Glass sent a man to inspect; he found discoloration but no leakage. We examined the Homeowner Guidelines that were condensed from the original brown notebook each owner has. These are 3 pages of guidelines that pertain particularly to Classic Manor's eight units that were put together in June 1996 and verbally approved in the following meeting. It was noted that the word "patios" was omitted from the paragraph that outlines homeowner responsibilities. This word will be added and a new page with this correction will be given to each owner.

Discussion was made concerning the April 17, 1993 minutes where a motion was made and accepted that owners would not sell or rent to anyone under 50 years of age. Those minutes also included a "noise" restriction. Members agreed that they wanted to continue to encourage this practice to maintain the peaceful, quiet environment they have enjoyed from the condo's beginning. It was suggested that a small sign hung under the existing sign in Hilda's yard with the words "Senior Living" might discourage younger people or families who would be interested in renting or buying a unit. Keith Wallace motioned to have the sign made; Margie Doden seconded it, carried.

Shirley Wallace moved the adjourn the meeting, Helen Graham seconded the motion.

  
Sharon Spake, Mgr.

addresses as appear on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast one (1) equal vote on each matter coming before the meeting.

(b) Multiple Owner. Where the Owner of a condominium unit constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the one (1) vote allocable to that condominium unit. At the time of acquisition of title to a condominium unit by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such condominium unit, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the condominium unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the one (1) equal vote on behalf of the trust and the agent or other

representative of the corporation duly empowered by the board of directors of such corporation shall cast the one (1) equal vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Act, the Owners representing a majority of the Percentage Vote shall constitute a quorum of all meetings. The term majority of Owners or majority of Percentage Vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one per cent (51%) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration.

Section 2.06. Conduct of Annual Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(a) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(b) Treasurer's Report. The Treasurer shall report to the Co-Owners concerning the financial condition of the Association and discuss relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

## ARTICLE VII

### Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five (75%) percent of the Percentage Vote of the Co-Owners in a duly constituted meeting called for such purpose.

## ARTICLE VIII

### Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his condominium unit or the Mortgagee shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner of the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration of these By-Laws shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of any Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a condominium unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the