



HANDBOOK

May 2020



May, 2020

Cobblestone II Owner:

The enclosed handbook is a summary of the Code of By-Laws and the Rules and Regulations of the Cobblestone II Horizontal Property Regime. The handbook has been created to answer some of your questions about living in Cobblestone II. **You must pass this handbook on to new owners if you sell this property.** Also, if you rent your unit, please provide a copy of this handbook to your tenants as they are expected to follow community rules as well (though the Owner is ultimately responsible for the actions of tenants). You should have received a complete legal copy of the Association By-Laws during the closing of your new home. If you did not, copies may be purchased. Please call the Management Company for these documents.

Please feel free to contact any Board member or the Management Company with any questions or comments.

IMPORTANT CONTACT INFORMATION

Emergency 911

Management Company

Associa Community Association Services of Indiana (CAS-IN)
11711 N College Avenue, Suite 100
Carmel, IN 46032
(317) 875-5600
www.associaonline.com/locations/community-association-services-of-indiana

Indianapolis Metropolitan Police Department (IMPD)

Non-Emergency (317) 327-3811
Northwest District (317) 327-6600
Website www.indy.gov/agency/indianapolis-metropolitan-police-department

Pike Township Fire Department

Non-Emergency (317) 347-5860
Website www.pikefire.com/

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1. DEFINITIONS

- A. **Owner:** The legal title holder for a unit of property within the Cobblestone II Horizontal Property Regime.
- B. **Association:** Collectively, the Owners of the Cobblestone II Horizontal Property Regime.
- C. **Board:** The five (5) Owners elected as Directors at the Annual Association Meeting to conduct the day-to-day business of the Association. Directors shall serve until the next Annual Association Meeting. Any Director vacancies may be filled by the Board to serve until the next Annual Association Meeting. No person shall be eligible to serve as a Director unless they are an Owner. The Board elects Officers (President, Vice-President, Secretary, and Treasurer) from among the Directors.
- D. **Management Company:** Our managing agent is responsible for financial administration of the Association and for the administration and maintenance of the common areas of the community. The monthly Association assessments collected are used to pay for common services (including maintenance of the buildings and grounds, snow removal, the Association's master insurance policy, repairs to the common areas, etc.). Any questions or problems should be directed to the Management Company. Contact information for the Management Company is located in the front of this Handbook.
- E. **Quorum:** Except where otherwise expressly provided in the By-Laws or Indiana Statute, 25% of Owners.

2. ASSOCIATION MEETINGS

- A. **Annual Association Meeting:** Once a year a meeting is called to discuss the budget, elect the Board, as well as discuss any other business at hand. Notification of the date of this meeting and its location will be mailed at least 30 days in advance. It is very important that you either sign a proxy or attend the meeting so that a Quorum can be attained to conduct official Association business.
- B. **Special Association Meeting:** Special meetings may be called by Board resolution or written petition by the majority of Owners. The purpose or purposes of the meeting must be included with the notification of the meeting not less than 10 days prior to the meeting. No business shall be transacted at a special meeting except as stated in the resolution or petition.

C. Monthly Board Meetings: The Board meets once per month, or as required, at a location determined by the Board, to discuss and carry out the business of keeping the Association operating smoothly. Any Owner is welcome to come to these meetings and ask questions, listen and join in the conversations. The Board does request that any Owner that wants to attend a Board meeting, call the Management Company so that their issue can be placed on the meeting agenda, and addressed by the Board.

3. ANNUAL BUDGET: The Association's fiscal year is January 1 through December 31. The Board strives to keep General Operating costs to a minimum and maintain sufficient Reserves for large capital expenditures. During the budget planning process, the Board compares and evaluates bids submitted by contractors for the various services needed throughout the year. Each Owner is provided a proposed annual budget prior to the Annual Association Meeting at which time the budget is approved.

4. ASSOCIATION ASSESSMENTS

A. Regular Monthly Assessments: As an Owner, you are obligated to pay Regular Monthly Assessments which represents your share of the common expenses as approved in the Annual Budget (includes both General Operating and Reserves). This monthly assessment is due on the first of each month, but may be paid in advance quarterly, semi-annually, or annually. Direct debit and other electronic payment methods are available and recommended. If you choose to pay by check, you will receive coupons and pre-addressed envelopes for each month to be used when remitting your fee payment. Please contact the Management Company to arrange payment. If a change of ownership occurs, we request a copy of the settlement sheet or a formal notice from the settlement attorney.

B. Delinquency: Any payment that is fifteen (15) days late is considered delinquent. The sequence of procedures in the event that the payment is not made on time is as follows:

i) 1st Day: Assessment fee due and payable

ii) 15th Day: \$30.00 late fee assessed.

iii) 30th Day: **A REMINDER NOTICE** is sent to Owner requiring full payment.

iv) 60th Day: **AN OVERDUE NOTICE** is sent to Owner requiring payment in full within 15 days.

v) 75th Day: **A FINAL NOTICE** is sent to Owner requiring payment in full within 10 days.

vi) **Legal Action:** If payment is not received within the allotted 10 days, the account is turned over to the Association Attorney for immediate legal action and collection. Any remaining monthly fees for the calendar year will be accelerated and are due and payable immediately. Management will also charge a \$125.00 administrative charge to the Owner to absorb expenses related to handling the delinquent account. Legal action may also include garnishment of wages, placing a lien upon the property, and foreclosure. ***OWNERS WILL BE RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS!***

C. **Special Assessments:** Although the Board budgets and maintains Reserves for large capital expenditures, from time to time common expenses of an unusual or extraordinary nature may arise. To the extent insurance proceeds prove insufficient, the Board may make a Special Assessment that becomes a lien on each unit until it has been paid in full.

5. **RESTRICTIONS ON USE:** All units shall be used exclusively for residential purposes and may not be partitioned or subdivided.

6. ARCHITECTURAL CONTROLS & STANDARDS

A. Purpose of Architectural Control

i) The purpose of Architectural Control, whether or not stated in the governing documents of a community association, is twofold: (1) to establish and preserve a harmonious design for the community and (2) to protect the value of property in the community. Design review or architectural control has been described as a way to enhance the quality of life, to promote those qualities in the environment which bring value to the community, to foster the attractiveness and functional utility of the community as a place to live, and even to raise the level of community expectations for the quality of its environment. These are but elaborations on a theme, deceptively simple to state, but wonderfully complex to live with: the basic purpose of design review is to keep the community looking like a nice place to live.

ii) Approval of any project by the Board does not waive the necessity of obtaining required building permits or other approval; obtaining such permits and approvals does not waive the need for Board approval.

B. General Guidelines

- i)** Any addition to an existing building, any exterior alteration, modification, or change to an existing building or landscape ***must have the approval of the Board BEFORE the work is undertaken.***
- ii)** Any addition, exterior alteration, modification, or change to an existing building shall be compatible with the original design. Only the exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved.
- iii)** No changes in the exterior colors will be approved. Painting of the exterior is not allowed. The front door and garage door can be touched up, but the color cannot be changed. When touch up is required, contact the Management Company for proper color information.
- iv)** In general, only those areas that are painted will be repainted; only those areas that are stained will be re-stained; unpainted surfaces and unstained areas such as stone shall remain unpainted and unstained.
- v)** Only the Board has the right to determine when, what, and who shall paint any exterior surfaces within the complex.

C. Request for Change Procedures

- i)** The following guide is to assist Owners when requesting an exterior change:
 - (1) Only a written request for change, using the Architectural Change Request (ACR) form, will be considered.
 - (2) The ACR form and necessary attachments are to be sent to the Management Company.
 - (3) The Board will make a decision based on established guidelines within thirty (30) days.
 - (4) The description of the project should include all necessary information for the Committee to take action. A sketch or photograph should be submitted including the following information: materials to be used, dimensions (height, width, and length), color, location, etc. If the alteration affects the drainage pattern, a proposed drainage solution must also be submitted. If this change affects neighboring unit(s) in any way, those unit(s) owners must be informed and may

have to agree in writing to their acknowledgment and acceptance of the change if deemed necessary by the Board.

D. Corrective Procedure: Possible violations should be submitted to the Management Company in writing. (The name of the complainant will remain confidential.) Changes made without approval, or not in accordance with an approved ACR, will be corrected by the Owner at the Owner's expense.

E. Exterior Changes and Modifications: The following items must have Board approval with an ACR form prior to installation.

i) Window/Window Frame Replacements: All replacement windows/window frames shall meet the following criteria:

- (1) Pictures of the current windows and literature/pictures showing the product to be installed must accompany the submitted ACR form.
- (2) All exterior frame finishes shall be maintenance free. Coatings shall be baked enamel or solid color vinyl. All finishes shall match original colors without exception.
- (3) Frame exposure (the amount of framing seen) shall not exceed the original by more than 1/4" in width and height.
- (4) Windows shall be fixed, single, or double hung units only with double or triple glazing.
- (5) Grid patterns shall match the original in style and dimensions.
- (6) Windows shall occupy the original rough opening only. No changes in the exterior dimensions shall be allowed.
- (7) Only full replacement windows (i.e., no insert windows) shall be allowed.
- (8) Wraps of the window sill or window frame are not allowed.
- (9) Any damage to the exterior finish shall be repaired to original condition, materials and colors.
- (10) Window screen frames must match the exterior finish of window.
- (11) Storm windows are unacceptable and will not be approved.

(12) Owner is responsible for complying with these criteria and will be responsible to correct any non-compliance.

ii) Decks: All deck construction shall meet the following criteria:

- (1) The maintenance and/or replacement of all decks and patios are the financial obligation of the Owner.
- (2) Existing decks may be refinished with a clear seal coat or finished with a preapproved color without an ACR. The Management Company maintains the list of preapproved colors.
- (3) Scaled drawings and details with dimensions, materials, etc. must accompany the submitted ACR form.
- (4) Decks may extend 12 feet out from the dominant rear wall and run the length of the unit, as long as the deck does not obstruct air conditioners, water meters or other utilities, drainage, or otherwise interfere with the maintenance and function of any common area.
- (5) Acknowledgment form(s) may be required to be signed by affected neighbors.
- (6) Applicable building permits and signed approval letter from the Board must be obtained and on file before construction begins.
- (7) Built with pressure-treated lumber or composite decking (composite decking color must be specified and approved by ACR) and finished with a clear seal coat, preapproved color, or a color specified and approved by ACR.
- (8) The Underground Cable Location Co. must be notified to mark cables before construction begins.
- (9) All unsightly debris must be removed daily during construction.
- (10) The Owner is responsible for all damage to sod and/or exterior building damage as a direct result of construction.
- (11) Construction must be completed within 10 days.
- (12) Supporting posts must be in concrete.

- (13) Grass must be removed under deck and visqueen put down. Pea gravel should be placed over the visqueen for weed control.
- (14) Deck must be built in accordance with current building codes.
- (15) Resident will maintain the deck as needed.
- (16) Any objections to the construction of the deck must be registered in writing within 30 days after completed construction. These will be reviewed by the Board. The final decision will be determined at that time.
- iii) Storm Doors:** Storm Doors shall be full view, almond colored storm doors subject to the normal ACR process. Along with the ACR form, please provide literature showing the product to be installed.
- iv) Privacy Fences:** Privacy fences (matching existing fences) should be finished materials on both sides. No fences will be approved if the installation will obstruct the sight lines of vehicular traffic. Any change must go through standard architectural change process. If the request is approved, the area where the fence is to be located is to be staked off so the committee can look at its exact location and placement. No chain link or wire type fence will be allowed.
- v) Satellite Dishes and Exterior Antennas:** These are governed by the following FCC Ruling: On August 6, 1996, the FCC released a rule regarding the preemption of community association restrictions on satellite antennas less than one meter in diameter, off-the-air television antennas, and multipoint distribution service (MDS) antennas less than one meter. This rule applies only to an individual who owns or has exclusive use of the area in which he or she wants to install one or more antennas. Under this rule, association restrictions which prevent, unreasonably delay, unreasonably increase the cost of antenna installation, maintenance or use, or preclude reception of an acceptable quality signal will no longer be enforceable. However, reasonable architectural guidelines which do not impair signal reception will continue to be enforceable. Examples of permissible restrictions include: mandatory painting or screening of antennas and requiring the minimal visual intrusion possible. The rule appears to permit a prompt application process.
- (1) In addition, masts to which MDS antennas are to be attached may be prohibited if more than 12 feet above the roof line. Restrictions designed to implement a clearly defined safety objective or maintain the nature of a historic district are exempt from the rule. In exceptional circumstances, an association may petition for a waiver of this rule.

- (2) All satellite dishes two feet (2') in diameter or less (hereinafter referred to as "small dish") shall be allowed provided they are installed in such a fashion that they are hidden from view by placement in the rear of the dwelling or beside heat pump/air-conditioning compressors, utility meters or mounted on the building in an inconspicuous location. If a small dish has to be installed in the yard in front of the dwelling, the dish must be screened by landscaping so as to insulate it from view from the street. If landscaping is used to secrete a small dish, the landscaping shall be of such a design or nature that the dish shall not be visible throughout by landscaping so as to insulate it from view from the street and shall be of such a design or nature that the dish shall not be visible throughout the year. Mounting on the roof or the chimney above the roof line will not be allowed. Requests for installation of small dishes shall be submitted on an ACR and be approved by the Board prior to the installation to insure each installation complies with the aesthetic requirements of the community. The Owner will be responsible for all liability of the small dish and if it is removed, will be responsible for repairs to the common ground or building exterior.
- (3) If a new small dish is installed, any existing small dish must be removed at Owner's expense.
- vi) Garage Lighting:** Garage light fixture replacement/ maintenance will be the Association's responsibility. Please contact the Management Company if your bulb is burned out. Replacement will be done by a Board member. It is the responsibility of the Owner to keep these lights on during evening hours.
- vii) Lights:** Porch and deck light fixtures are the responsibility of the Owner. If you would like to replace these fixtures to match the garage light fixture, please contact the Management Company for specifications.
- viii) Bug lights:** Electric powered lights for insect control are not allowed.
- ix) Awnings/Sun Screens/Shutters:** Awnings, sun screens, or shutters are not allowed.
- x) Porch/Patio coverings:** Coverings such as AstroTurf or carpeting may not be installed by the Owner on the front or rear concrete pad.
- xi) Banners:** No banners or flags, other than the national flag, may be displayed. The national flag may be displayed at any time. The flag pole may only be mounted on the garage door frame or front porch posts. Flags may be no larger than 3 feet by 5 feet.
- xii) Storage:** The open area underneath elevated decks may not be used for storage.

xiii) For Sale/Rent Signage: Signs may be placed inside windows only (not in common areas). A limit of three (3) "Open House" signs may be placed in the community the day of the open house only. No flyers may be attached to the mail boxes.

xiv) Doors: Residents are not allowed to do any exterior painting. In the case of doors (garage, front), requiring touchup work the Owner should contact the Board.

xv) Landscaping: Additional landscaping or alterations to existing bushes, trees, and shrubs must be submitted on an ACR Form for review by the Board. Annual or perennial flowers may be planted in existing flower beds without prior approval.

xvi) Trash/Recycling containers: Trash and recycling containers are not permitted to remain conspicuous, except the evening before or day of trash collections.

xvii) Miscellaneous equipment and other items: Driveways and front entrance areas should be kept free of miscellaneous items, such as hoses and gardening materials, at all times.

7. COMMON GROUNDS REGULATIONS: The intent of these regulations is to avoid unnecessary maintenance costs, to preserve the continuity and integrity of the community, and to retain HIGH standards of appearance, thereby protecting the investment of each Owner.

A. Pets

- i)** Only customary house pets are permitted in the community.
- ii)** When pets are outside the house, they must be leashed and accompanied by the pet owner and the pet must NEVER be out of the sight of this person.
- iii)** Pet owners are responsible for seeing that all vaccinations required by law are up to date.
- iv)** Any damage to the grounds will be the financial responsibility of the Owner.
- v)** NO pet shall be housed or chained outside any residence.
- vi)** Owners are responsible for controlling the noise level of pets so that neighbors are not annoyed.
- vii)** Pets are not permitted in the cabana or the swimming pool area.
- viii)** The housing of more than three (3) pets in any residence is prohibited.
- ix)** The Owner is responsible for picking up solid wastes left by their animal upon discharge.
- x)** The Board reserves the right to seek removal of any pet that becomes a community nuisance due to chronic disregard of established rules and regulations.

B. Motor Vehicles

- i)** Fire Department Regulations require that the parking of motor vehicles on community streets or blocking a fire hydrant at any time is strictly prohibited.
- ii)** Vehicles shall not be parked in such a way that they will restrict other Owners from entering or leaving their garage.
- iii)** Parking at the intersection of streets is not permitted.
- iv)** Any motor vehicle which is inoperative or not being used for normal transportation must be kept within a closed garage
- v)** The parking of motor vehicles on grassy or landscaped areas is prohibited.
- vi)** No boats, recreational vehicles, campers, trailers of any kind, buses, mobile homes, trucks, commercial vehicles, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles shall be permitted to be parked or stored anywhere within the Property unless the Board determines otherwise. However, nothing shall prevent the parking or storage of such vehicles completely enclosed within a garage.
- vii)** Damage to the grounds caused by motor vehicles will be repaired at the Owner's expense. This includes damage to streets and driveways resulting from automobile fluids leaking on the asphalt.
- viii)** Automobile repairing shall be performed only within the confines of a Owner's garage. No welding, construction, or painting of vehicles is allowed in the garage or anywhere in the complex; only normal maintenance procedures should be performed in the complex.
- ix)** Any parked vehicle impeding the removal of snow from community streets may be removed immediately, without notice.
- x)** Common area parking is for use by guests in the community.
- xi)** All visitor vehicles in common area parking must be moved within a 24-hour period.
- xii)** Violators receiving a combination of three violation letters or tagging of their vehicles will be towed at the owner's expense without further notice.
- xiii)** If three parking violation letters are sent to the same address in a successive six month period, any additional violation will be towed without further notice, at the owner's expense. Please note that these violations need not be for the same vehicle, but for any vehicle, guest or otherwise, that the Owner has allowed usage of the community's common area.
- xiv)** The Board reserves the right to have a vehicle removed at the owner's expense due to disregard of the established rules and regulations.
- xv)** Parking permits:
 - (1) Parking permits are limited to no more than one (1) permit per unit.
 - (2) The parking permit allows the holder to use any available guest parking space, but does NOT guarantee any specific space. Situations may arise in which all guest spaces are full and having a parking permit does NOT allow the holder to force another resident to move their guest's car(s).
 - (3) Payment must be made in advance to the Management Company for the time the

parking permit is requested (not paid monthly) up to a maximum of 6 months for residents who have units with garages and a maximum of 12 months for residents who have units with no garage. If the need for a parking permit ends sooner than the time paid for, there is no reimbursement for the unused time.

- (4) Upon expiration, residents whose units have no garage may renew their permits for up to another 12 months upon payment in advance for the time requested.
- (5) Residents whose units have a garage are not guaranteed a renewal. Instead, the parking permit will first be made available to other residents on the waitlist. If no waitlist exists, the current parking permit holder may renew with payment in advance for the time requested, up to six (6) months.
- (6) Parking permits will be clearly marked with an expiration date and must be displayed when used.
- (7) Parking permits are only to be used by residents and cannot be given away or resold.
- (8) Residents purchasing a parking permit will be required to sign a form indicating that they have read the rules of the program and agree to comply with them.
- (9) Residents with an outstanding HOA fee balance will not be allowed to purchase a parking permit.
- (10) Board retains the authority to cancel any parking permit being abused and deny future purchase by that resident.
- (11) Board retains the right to modify (or eliminate) this program in the future as community needs dictate.

C. Landscaping

- i)** The addition or removal of shrubs or trees must be approved by the Board.
- ii)** Any planting added to the original foundation planting is the responsibility of the Owner.
- iii)** Owners are permitted to plant flowers and other decorative vegetation in areas where existing mulch beds border the home or patio.
- iv)** Vegetable gardens are not permitted in mulch beds.
- v)** Potted plants are permitted and encouraged; however, permanent soil filled areas on patios or decks for the purpose of growing vegetables or ornamental plants is prohibited.
- vi)** Lawn decorations, such as statues, or other ornamentation, must be approved by the Board.
- vii)** Firewood storage: Not more than one (1) rick per Owner can be stored in the deck/patio area. Wood needs to be stored off the ground and in a metal rack or box. No wood should be stored on the front porches or have **contact** with the building.
- viii)** Border edging must be cobblestones or roll topped black vinyl. Vinyl must be adequately buried at all times.

D. Lakes/Ponds

- i) The lakes are for visual enjoyment only and NO fishing is allowed.
- ii) Swimming in the lakes is not permitted.
- iii) Boats, rafts, or other flotation devices are prohibited.
- iv) Docks, piers, or other structures may not be erected on the lake shores.
- v) Residents may not introduce aquatic vegetation, fish or other aquatic species into the lakes.
- vi) Dams or other structures which restrict the flow of water may not be erected in the spillways.

E. Children

- i) Parents are responsible for controlling the activities of their children so that other residents are not unduly disturbed.
- ii) Children should not ride bicycles, mopeds, mini bikes or go carts in those areas of the community where they cannot be clearly seen by oncoming motorists.
- iii) Children riding on tricycles, Big Wheels, and other low profile vehicles are not easily noticed by motorists. Therefore, these vehicles should be ridden in the driveway areas only.
- iv) Bicycles and other vehicles shall not be ridden on grassy or landscaped areas.
- v) All toys, bicycles, etc., shall be kept in the home or garage when not in use.
- vi) Any damage to the grounds caused by children are the financial responsibility of the parent Owner.
- vii) No permanent basketball goals are permitted. Portable goals must be stored in garage after use.

F. Enforcement of Regulations

- i) Enforcement of the regulations is one of the most delicate problems which the community must handle. However, in the interest of the community as a whole, enforcement becomes a matter of necessity. Therefore, unless otherwise noted above, violations of the rules and regulations will be treated as follows: the Association is responsible to enforce the Covenants, Conditions and Restrictions as described in the Declaration, the By-Laws and the Community Rules and Regulations as adopted by the Board, including but not limited to legal action. Please review these documents to familiarize yourself with the scope of the Association's responsibilities. Problems not illustrated in the documents most likely are the responsibility of outside agencies such as the Police, Department of Transportation, Zoning, etc. and should be reported to those entities. Maintenance concerns that are the Association's responsibility should be submitted immediately to the Management Company.

- ii) The Association requires that all rule violation complaints that fall within the Association's jurisdiction be submitted in writing (for a first offense) and identify the violation, date of occurrence, the address of the violating party, and any details available to better define the problem. This information will enable your Association to have written documentation on file to substantiate the complaint and action taken by the Board. Once a written complaint is on file for a specific offense we will accept any subsequent complaints verbally in regard to this offense from the party that lodged the original written complaint. Complaints will be responded to by sending the violating party a letter regarding correcting the infraction and consequences if the problem persists. In order for the complainant to know that their issues have been addressed, an additional copy of the violation letter will be forwarded to him/her. Chronic disregard to the community rules may result in charges incurred to the Owner.

- iii) The Association appreciates your cooperation in following the above policy in order to enable your Board to effectively enforce the community's rules, regulations and restrictions.

- iv) The cost of repairing damage to the grounds caused by cars, dogs, children, or any other means is the sole responsibility of the Owner and will be subjected to the same rules of enforcement as would any other problem.

- v) Additionally, there will be a \$35.00 charge to the Owner for all violation letters in excess of three, regarding the same violation. This charge is to offset the expenses being incurred by the Association, and will be added to the Owner's account. Collection will be governed by the current account collection procedure. There may be additional expenses incurred by the Association in pursuing correction of the violation that will also be charged to the violating Owner.

8. INSURANCE

- A. One of the many functions of your Board is the purchase of a Master Insurance Policy to cover the buildings and the common liability of your Association. It is the intent of the Association to provide coverage that would restore the exterior of your unit to its original condition in the event of a loss.
- B. As an Owner, it is important that you understand certain aspects of the Association's Master Insurance Policy as it relates to your own insurance program. The Association's Master Insurance Policy covers from the drywall out. Everything from the drywall in (including all fixtures, cabinets, floor coverings etc.) and personal property are the responsibility of the Owner.
- C. The Association Master Insurance Policy has a deductible. When a claim is filed on the Association's Master Insurance Policy, it may be necessary for the Owner to pay this deductible. This situation would most commonly occur when the loss originates from within the unit. In the event of a loss involving your unit, it is your responsibility to MINIMIZE THE LOSS and report it to the Management Company. The Management Company will take the loss report, forward the information to the insurer and advise you how to proceed in obtaining estimates and any emergency or temporary repairs needed. IT IS IMPORTANT THAT NO GENERAL REPAIR WORK BE STARTED BEFORE THE INSURANCE ADJUSTER HAS HAD THE OPPORTUNITY TO INSPECT THE PREMISES AND/OR APPROVE THE REPAIR ESTIMATE(S).
- D. **INSURANCE CLAIMS:** If a claim on the Association's Master Insurance Policy is identified, the responsibility of the deductible is as follows:
- i) Damages occurring outside of the exterior wall plane of the unit: the Association will be responsible for the deductible and will coordinate all repairs and payment of invoices.
 - ii) Damages occurring inside the exterior wall plane of the unit, including under the unit and in the attic: the Owner is responsible for the deductible. Many times the Owner's personal policy can be applied toward satisfying the Association's deductible. The Association will make necessary repairs to insurable losses. The claim is to be coordinated through the Management Company since the Association is the named insured on the policy. The Owner will submit estimates and invoices (if there were emergency repairs) to Management Company who will submit them to the insurance agent. The insurance agent will issue any claim proceeds, less the deductible, to the association, which will then be disbursed to the Owner and/or contractor upon receiving invoices for work done.

- iii) Roof leaks and Interior Damages: if the roof leak and interior damages (if any) are related to an external "act of God" (hail, wind, tree limb, ice jam, etc.) the Association will repair the exterior and the interior damages at no cost to the Owner and submit a claim (if applicable). If the roof leak is not related to such a cause, but instead results from construction failure, normal wear and tear, the Association will repair the damages. If interior damage results from an Owner's neglect or failure to maintain items within his unit, the Owner must pay the Association's deductible.
- iv) Please keep in mind that the Association is the named insured on the Master Insurance Policy and therefore the insurer will be responsible for coordinating the claim processing. Upon satisfactory completion of any loss involving individual units the insurer will send the insurance proceeds less the deductible to the Association for distribution to the contractor who performed the work.
- v) We do our best to give you advice as to areas that require your consideration as an Owner. We cannot act as your insurance advisor; however, we strongly urge you to take steps to protect your property with the very best possible coverage.
- vi) If you have any questions, please contact the Management Company for current information on the Association's Master Insurance Policy and/or your insurance agent.

PROBLEMS WITH YOUR HOME

- A. **Exterior:** If you notice a problem with the exterior of your unit or anywhere on your building, please contact the Management Company as soon as possible so that the problem can be corrected before any additional damage can be done.
- B. **Interior:** Each individual Owner is responsible for all problems with the interior as well as the windows and doors (front and patio), including maintenance and repairs on the skylight.
- C. **Maintenance Responsibility Guidelines:** The following pages outline the responsibility of various items pertaining to the units at Cobblestone II. The maintenance, repair, and/or replacement of those items has been assigned to the Association (A) or the Owner (O), based on the legal documents and policies minuted by your Board.

MAINTENANCE RESPONSIBILITY GUIDELINES	
(A) = Association, (O) = Owner	
Mechanicals (air conditioner, furnace)	O

Note: This Handbook is only a summary of the *Code of By-Laws and the Rules and Regulations of the Cobblestone II Horizontal Property Regime*. The *Code of By-Laws and the Rules and Regulations of the Cobblestone II Horizontal Property Regime* controls in the event of any conflict.

MAINTENANCE RESPONSIBILITY GUIDELINES

(A) = Association, (O) = Owner

Chimney	
Cap (repair/replacement)	A
Screen (repair/replacement)	A
Flashing/siding/masonry	A
Leaks	A
Flue (cleaning/repair/replacement)	O
Roofing/decking	A
Vent Stacks	A
Roof vents	A
Gable vents	A
Gutters/downspouts	A
Skylights	
Cleaning	O
Leaking around	A
Leaking through	O
Replacement	O
Windows	
Glass/seal/sash/frame/screen/reglazing/washing	O
Exterior trim, exterior caulking	A
Exterior siding	A
Patio doors	
Repair	O
Replace	O
Paint (between normal paint cycle)	O
Paint (normal paint cycle)	A
Broken glass/seal	O
Frame/jamb	O
Exterior trim	A
Exterior caulking	A
Washing	O
Glass trim	O
Sliding door track	O
Locks	O
Threshold (metal)	O
Threshold (wood)	A
Dryer Vents	

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Vent caps (repair/replacement)	A
Vent screen (repair/replacement)	A
Vent pipe or line (repair/replacement/maintenance)	O
Bird nest removal	A
Exterior light fixtures	
Garage (repair/replacement/bulb)	A
All other exterior (repair/replacement/bulb)	O
Hose bibs (repair/replacement)	O
Patio	
Divider/Privacy wall (repair/replacement)	A
Gates (repair/replacement)	O
Concrete (repair/replacement/maintenance)	O
Deck	
Railing (repair/replacement/maintenance)	O
Floor/Posts (repair/replacement/maintenance)	O
Balconies	
Railing (repair/replacement/maintenance)	O
Floor/Posts (repair/replacement/maintenance)	O
Garage	
Floor (minor repair/maintenance)	O
Floor (major repair/structural)	A
Apron (minor repair/maintenance)	O
Apron (major repair/structural)	A
Interior slab	
Minor repair/maintenance	O
Major repair/structural	A
Foundation/front porch (repair/replacement/maintenance)	A
Sidewalks (repair/replacement/maintenance)	A
Driveways (repair/replacement/maintenance)	A
Sewer	
Blockage within unit	O
Blockage outside unit where it meets the main line	O
Plumbing inside unit	O
Plumbing outside unit	A
Water supply	
Water supply to meter	Water Utility
Unit meter	Water Utility
Unit meter to inside unit	A

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Electric supply	
Transformer to meter	A
Meter to breaker box	O
Interior damage due to insurable loss (Owner responsible for deductible)	A
Interior damage due to roof leak, firebox, fireplace, etc.	A
Pest control	
Exterior treatment	A
Interior treatment	O
Damage by pests (i.e. termites, etc.)	A
Critter control	
Exterior trapping (chipmunks, squirrels, rabbits, etc.)	A
Exterior mouse hole at point of entry (repair/prevention)	A
Exterior bird hole at point of entry (repair/prevention)	A
Removal from attic or unit	O
Exterior damage caused by critter	A
Interior damage caused by critter	O
Sump pump	O
Plants (other than foundation beds)	
Plant pruning	A
Mulching	A
Weeding	A
Border (if any)	O
Insecticide treatment	A
Lawn/Turf	
Mowing	A
Fertilization	A
Replacement	A
Mailbox (repair/replacement/maintenance/keys)	US Post Office
Other common ground	
Damage to buildings or other common ground due to negligence by Owner/tenants/guests	O
All other	A

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Exterior front doors	
Repair/replacement	O
Paint (between normal paint cycle)	O
Paint (normal paint cycle)	A
Door knobs	O
Locks/keys	O
Door jamb	O
Door trim	O
Storm doors	O
Overhead garage doors	
Repair	O
Replacement	O
Paint (between normal paint cycle)	O
Paint (normal paint cycle)	A
Exterior weather stripping	O
Hardware (tracks, rollers, springs, cables)	O
Opener	O
Door frame	O
Door frame trim	A

Note: This Handbook is only a summary of the *Code of By-Laws and the Rules and Regulations of the Cobblestone II Horizontal Property Regime*. The *Code of By-Laws and the Rules and Regulations of the Cobblestone II Horizontal Property Regime* controls in the event of any conflict.

10. POOL & CABANA

A. Pool Rules

- i)** Please be considerate of other residents when inviting guests to use the amenities. No more than four (4) guests at one time should be invited and they must be accompanied by a resident of the community at all times.
- ii)** No lifeguard will be on duty. Anyone using the pool does so at their OWN risk.
- iii)** Please keep the gate locked at all times.
- iv)** Only proper swim wear is allowed in the pool, i.e. no cut-off jeans.
- v)** Children under 14 years of age must be accompanied by an adult.
- vi)** Pets are NOT allowed in or around the pool/cabana.
- vii)** Please refrain from excessive boisterous and rough play, so that you do not disturb other residents (especially during evening hours).
- viii)** The Association is not responsible for lost or stolen articles.
- ix)** Hours will be from 9:00AM to 11:00PM (Note: Shock treatment of water might be taking place in the morning).
- x)** Only one (1) key/card per household is issued. There will be a \$25.00 charge for a replacement key/card if the original key is lost.
- xi)** All personal belongings (i.e. lawn chairs) are to be removed after each daily visit or they will be disposed of by the pool maintenance team each morning.
- xii)** NO alcoholic beverages or glass bottles are permitted in the pool/cabana area.
- xiii)** Pool privileges may be revoked for Owners who are delinquent in their assessments.

B. Reserving the Cabana for Private Parties

- i) Procedure:** While the pool and rest rooms CANNOT be reserved for your exclusive use, the cabana area (and grill) CAN be reserved for private parties. In order to insure that two (2) parties are NOT planned for the same time, reservations will be scheduled in the order they are received. Please fill out the CABANA RESERVATION FORM (located at the back of this Handbook) and send it to the Management Company.
- ii) Deposit:** Each reservation will require a \$50.00 fee (consisting of a \$25.00 user's fee and a \$25.00 deposit) and a signed reservation form prior to the reservation date. The deposit will be refunded if the area is cleaned by 9:30AM the following day and no damage has occurred.
- iii) Sponsor:** ONLY Owners may make reservations and will be responsible for their guests. Owners must attend the function.
- iv) Decorations:** Please do NOT glue, nail, or tack anything to the walls or ceiling.
- v) Food & Beverage:** Food and beverages are allowed in the Cabana area only. No alcoholic beverages are allowed.
- vi) Clean up:** You will be required to clean the bathrooms and empty the trash. Clean up should be completed by 9:00AM the following day. Your deposit will be pro-rated if this is not completed.
- vii) Noise:** In respect for residents living near the Cabana, PLEASE watch party noise levels. Keep amplified music low. All functions must conclude by 11:00PM.

11. RENTAL RESTRICTIONS: Our Code and By-laws do not place any restrictions on the Owner with regards to the rental of your property. However, the Board asks that if you are renting your home, please complete the CHANGE OF ADDRESS FORM (located at the back of this Handbook or may be obtained from the Management Company) and turn the form in to the Management Company. Providing this information is very important since, as an Owner, you will continue to receive all pertinent information regarding the Association and allow us to contact you and/or your tenant in the case of an emergency. Please be advised that as the Owner, you are still legally responsible for Regular Monthly Assessments as well as any damage that may be done in the community by your tenants and/or their guests. We suggest that prior to renting your unit, you take advantage of a commercially available background check service to protect both your home and our community.

12. REGULAR SEASONAL ACTIVITIES

A. Spring

- i) **Grounds Clean-up and maintenance:** Clean up and repair of the grounds will start as soon as the weather will allow. If anything requires attention around your unit, please contact the Management Company so that the problem can be resolved with the normal contracted spring clean-up work

B. Summer

- i) **Pool Opening:** The pool will open Memorial Day weekend or as weather permits.

C. Fall

- i) **Pool Closing:** The pool will close after Labor Day weekend or as the weather dictates.

D. Winter

- i) **Christmas Decorations:** Christmas lights will be allowed as long as they are not hung in excess. These can be installed no earlier than the Friday after Thanksgiving and should be removed by the first Saturday of January. If these guidelines are not followed, the decorations may be immediately removed at your cost.
- ii) **Snow/Ice Removal:** Every effort will be made to remove the snow with as little inconvenience to you as possible. There typically will not be any removal considered until two (2) inches of snow has fallen. Streets and driveways will be plowed depending on a review of the following conditions:
 - (1) Time of day
 - (2) How much additional snow is expected
 - (3) How hard the wind is blowing and if there is a potential for drifting
 - (4) Contractor scheduling

Based on road conditions and weather forecasts, salt may be put down at the Board's discretion.

iii) Freezing temperatures and plumbing: The Association master insurance policy normally will provide coverage for ruptures in water lines due to freezing; however, there are a few exceptions. Even if coverage is available, it is in everyone's best interest to do all they can to prevent such a loss. As with any insurance, if the loss experience is too high, premiums will increase and/or it may become more difficult for the Association to obtain proper insurance coverage. Please take every available step to avoid frozen pipes this winter including leaving water running when the temperature is forecasted to be in the single digits or below, particularly if there is going to be a substantial wind-chill factor. If a pipe freezes and/or ruptures, it will be your responsibility to thaw it out and stop the water to prevent further loss. You will then need to report the loss to the Management Company (refer to INSURANCE section of this Handbook).

13. CRIMEWATCH

- A.** A CrimeWatch program is in effect in Cobblestone II and each resident is assigned to a CrimeWatch Block Captain. The Block Captain's job is to provide you with information in preventing criminal activity and reporting crimes if they occur in your area.
- B.** If you are a victim of a crime or see suspicious behavior, the following steps should occur:
 - i)** CALL THE POLICE! (and file a report)
 - ii)** Call your Block Captain.
 - iii)** Your Block Captain will alert the CrimeWatch Coordinator.
 - iv)** The CrimeWatch Coordinator will alert the other Block Captains (removing all identifying information to protect your identity)
 - v)** The other Block Captains will in turn alert their residents with information related to the incident.
- C.** By sharing information, we can understand how criminals are working in our area so that we can better safeguard our homes and possessions.
- D.** Your Block Captain will contact you and provide you with information about preventing and reporting crimes.
- E.** Call the Management Company or any Board member to get the name of your CrimeWatch Block Captain or the CrimeWatch Coordinator.

14. PIKE FIRE DEPARTMENT SUGGESTIONS

(The following pages are a direct copy of a letter sent to the Owners of Cobblestone II by the Pike Township Fire Department)

PIKE FIRE DEPARTMENT SUGGESTIONS

A. Fire Department Notification

In addition to responding to fire-related emergencies, the Pike Township Fire Department also operates an emergency ambulance service. The correct number to call in the event of a fire or medical emergency in Pike Township is:

911

Stickers for telephones with the emergency telephone number for the fire department, sheriff's department and poison control center are available at no cost.

B. Parking and Fire Department Access

One of the most prevalent and critical problems affecting the fire department's response and operation in multi-family complexes is inappropriate parking. Our normal response to apartment and condominium complexes involves at least six (6) pieces of fire apparatus which causes considerable congestion.

It is imperative that residents and guests park ONLY in designated parking areas. Fire apparatus and aerial trucks in particular are very large and difficult to maneuver through multi-family complex streets under ideal conditions. The problem is compounded when it is necessary to lay out fire hoses which also limit access to later arriving emergency equipment.

Several complexes in Pike Township seem to be experiencing chronic parking problems and others have very narrow and winding roadways where inappropriate parking will cause an unacceptable delay in our response. Property managers will discuss possible solutions to this increasing problem.

Under NO conditions should vehicles be allowed to block fire hydrants.

C. Smoke Detectors

Smoke detectors have had the most significant impact in reducing deaths and property loss due to fire than any other single factor. Smoke detectors are required in each unit of a multi-family building and should be located close to the sleeping area. Ideally, a smoke detector should be placed on each level of the unit and in the attic space.

Smoke detectors should be inspected for proper operation on a regular basis and should never be rendered inoperable for any reason. If a resident is experiencing mechanical difficulties with a smoke detector, you should ask the fire department to inspect the unit.

Occasionally, severe thunderstorms will initiate a lightning strike which can cause a serious fire. Power surges or interrupted power associated with a lightning strike can cause a smoke detector to activate. The smoke detector **MUST** be thoroughly investigated particularly, if the detector activates following a simultaneous lightning flash and thunder clap. In this case, please check the attic space of the unit immediately. If there is any smoke or haze in the attic space, call the fire department immediately.

Separation walls are required in attics exceeding 3000 square feet. Please inspect these walls and make sure that there are no penetrations whatsoever. Make a careful inspection after any work has been done in the attic space.

In the past, a lightning-caused fire resulted in considerable damage to a four unit condominium building when it went undetected for nearly two (2) hours. The occupant of the unit where the lightning struck was not at home during the middle of the night when the strike occurred. The other three (3) units were occupied at the time and each occupant reported that they were awakened by the lightning and thunder and noticed that their power had been momentarily interrupted and several breakers in their electrical box had been tripped. The occupants stated that they reset the breakers and returned to bed. At this time the fire was in the attic space and the smoke detectors in the units did not activate until the fire was of major proportions and breaking through the roof. When they did activate, the residents assumed that it was caused by another electrical malfunction and shut off the breaker to the smoke detector. Shortly, thereafter, they were notified of the fire overhead by the occupants of other buildings and all escaped safely.

The moral of this story is that smoke detectors activate for a reason. If there is the slightest question why a detector has activated, immediately call the fire department to investigate. We would much rather be called to investigate the cause of a smoke detector's activation than to respond later to fire that could result in a tragedy.

D. Fireplace and Chimney Inspections

Wood burning fireplaces and chimneys should be inspected annually, whether in a single-family home or multi-family building. The buildup of creosote and other products of combustion can cause a flue fire than can extend to the walls and attic space. Professional chimney sweeps that regularly perform this service are listed in the yellow pages of the phone book, or contact the Management Company for a referral.

Also, do not burn paper products or freshly cut wood in fireplaces. Do not discard fireplace ashes in your trash until you have sifted through them and confirmed that all embers have been extinguished.

15. OWNER FORMS

- A. **Owner Information Form.:** If you sell your home, please complete the "Owner Information Form" and mail/email it to the Management Company.
- B. **Change of Address Form:** If you relocate, but do NOT sell your home, please complete the "Change of Address Form" and mail/email it to the Management Company. Providing this information is very important since, as an Owner, you will continue to receive all pertinent information regarding the Association.
- C. **Architectural Change Request (ACR) Form**
- D. **Cabana Reservation Form**



OWNER INFORMATION FORM

Please complete this form when you purchase a home in our community

DATE: _____

OWNER NAME: _____

PROPERTY ADDRESS: _____

UNIT NUMBER (LOT #): _____

MAILING ADDRESS (if different from above): _____

HOME PHONE: _____

CELL PHONE: _____

WORK PHONE: _____

EMAIL: _____

LENDING INSTITUTION: _____

Please complete this form and mail to the Management Company:

**Community Association Service of Indiana (CAS-IN)
11711 N College Avenue, Suite 100
Carmel, IN 46032
(317) 875-5600**



CHANGE OF ADDRESS FORM

Please complete this form if you relocate but do not sell your home

DATE: _____

OWNER NAME: _____

PROPERTY ADDRESS: _____

NEW ADDRESS: _____

NEW HOME PHONE: _____

NEW CELL PHONE: _____

NEW WORK PHONE: _____

EMAIL: _____

TENANT NAME (if applicable): _____

TENANT HOME PHONE (if applicable): _____

TENANT CELL PHONE (if applicable): _____

TENANT EMAIL (if applicable): _____

Please complete this form and mail to the Management Company:

**Community Association Service of Indiana (CAS-IN)
11711 N College Avenue, Suite 100
Carmel, IN 46032
(317) 875-5600**



ARCHITECTURAL CHANGE REQUEST (ACR) FORM

1. Name: _____ Phone: _____
Address: _____
Email: _____

2. Briefly describe the proposed change: _____

3. Will there be changes or modifications in basic utility services or existing structures to accommodate the proposed change? Please indicate:

	Yes	No		Yes	No
Electric	___	___	Exterior Walls	___	___
Telephone	___	___	Fencing	___	___
Gas	___	___	Patio Slab	___	___
Water	___	___	Sidewalks	___	___
Sewage	___	___	Pavements	___	___
TV Cable	___	___	Other	___	___

4. Please list below the major construction materials which will be used in this project. Be as specific as possible. (Exterior materials must conform to those used on the original building or be sufficiently compatible.)

5. If the proposed project is an addition or alteration that would change the structural appearance of your residence and/or lot, please attach the following information:

- A. Plot plan indicating the location and dimensions of the project.
- B. Blueprints or working drawings indicating all necessary dimensions and elevations.
- C. If available, a photograph or drawing of a similar completed project.

6. Project schedule:

A. Project will be done by (check one):

Owner Contractor (Name): _____ Both

B. After approval, approximate – Start date: _____ Completion date: _____

C. Please indicate any building permits that will be required: _____

I understand that under the Declaration and the rules and regulations, the Board will act on this request and provide me with a written response of their decision. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the Board.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workman-like manner by myself and/or a licensed and insured contractor.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other Owners.
5. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.
7. I will be responsible for complying with, and will comply with, all applicable federal, state and local laws, codes, the community governing documents, regulations and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work. I understand and agree that the Association, it's Board, its Agent and/or the Committee have no responsibility with respect to such compliance and that the Board's and/or its designated Committee's approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications or work comply with any law, code, covenant, regulation and/or requirement.

NOTE: All submitted materials shall remain the property of the Association. You may wish to make a copy for your personal records.

I hereby acknowledge that I have read, understand and will comply with the **ARCHITECTURAL CHANGE STANDARDS** set forth by the Board, as well as the Declaration of Covenants and Restrictions.

Owner's Signature: _____ Date: _____

RETURN COMPLETED FORM TO: CAS-IN 11711 N College Ave, Suite 100, Carmel, IN 46032

DO NOT WRITE BELOW



Board Action:

- Approved as submitted
- Deferred
- Additional information required: _____
- Other: _____
- Denied: _____

Comments: _____

Board Member Signature: _____ Date: _____



Deposit Return Status:

CABANA RESERVATION FORM

RESERVATION DATE: _____

OWNER NAME: _____

PROPERTY ADDRESS: _____

RULES

1. **\$50.00** deposit and signed reservation form is required prior to the reservation date.
2. \$25.00 is retained as the Users Fee.
3. \$25.00 is refundable provided that all clean up has been completed by 9:30 am the following day and no damage has occurred.
4. ONLY Owners may make reservations and will be responsible for the actions of their guests. Owners must attend the function.
5. Food and beverages are allowed in the cabana area ONLY. No alcoholic beverages are allowed.
6. The reservation is for the cabana ONLY. Your guests may use the pool but must be courteous to Cobblestone II residents. Guests must be accompanied by the Owner at all times.
7. Please do NOT glue, nail, or tack anything to the walls or ceilings.
8. Please watch party noise levels...keep amplified music low.
9. All functions must be concluded by 11:00 pm.
10. **CLEANING REQUIREMENTS:** You are required to clean the bathrooms and empty the trash.

FAILURE TO ABIDE BY THESE RULES CAN RESULT IN DEPOSIT FORFEITURE AND ADDITIONAL COSTS IF APPLICABLE! THE BOARD HAS THE RIGHT TO DENY FUTURE RENTALS TO ANY OWNER DUE TO FAILURE TO ABIDE BY THE ABOVE RULES.

SIGNATURE: _____ DATE: _____

Please complete this form and mail to the Management Company:

**Community Association Service of Indiana (CAS-IN)
11711 N College Avenue, Suite 100
Carmel, IN 46032
(317) 875-5600**