

**HUNTERS GLEN CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS  
2011**

**INTRODUCTION**

The following Rules and Regulations have been adopted by the Hunters Glen Board of Directors in accordance with the By Laws to protect our community, promote safety and harmony and to maintain an acceptable quality of life for all residents.

It should be remembered that the Rules and Regulations do not replace the Declaration and By Laws, which are our community's primary governing documents. The combination of the Declaration, By Laws and the Rules and Regulations govern all residents' behavior and obligations.

In establishing the Rules and Regulations, the Board shall make every effort to ensure the unit owners' right to the enjoyment and reasonable and unrestricted use of their property or privileges of ownership.

Living within a planned community of multi-household buildings requires a different standard of behavior than living in a single family dwelling and our Rules and Regulations strive to outline civil and courteous behavior that will be beneficial to all residents' enjoyment.

Our community is comprised of a combination of adults, younger singles and families as a welcome part of our community. Rules and Regulations take into consideration the needs and demands of all of our community. We hope every individual will do their best to create a welcoming, kind atmosphere that makes our community a special place to live and enjoy life.

It should be remembered that all unit owners and residents shall be responsible for the acts of their guests and guests must obey the Rules and Regulations of Hunters Glen.

**GENERAL INFORMATION**

Hunters Glen is made up of 21 two story buildings containing 149 condominium units. Approximately 31% are one-bedroom units, 54% two-bedroom units, 15% three-bedroom units and one four-bedroom unit attached to the clubhouse. Each building contains either four or eight units with a common entrance serving four units each. Of the four units, two are ground level units and two are upstairs units. We have approximately 150 parking spaces and each unit is assigned a specific carport. The clubhouse and swimming pool are located on the Northeast side of the complex on East Hunters Drive.

## COMMON PROPERTY

The trees, plants, landscaping, parking areas, streets curbs, sidewalks, exterior lighting, entry hallways front and back yards, courtyards and park benches make up the common property - belonging to all members of the Hunters Glen Homeowners' Association. Your Association, along with the management company, is responsible for the maintenance and upkeep of these areas. Personal items should never be left in any common areas. These areas belong to the entire community. No part is for the limited or exclusive use of any individual unit owner or resident. Therefore, no bicycles, strollers, toys, equipment, decorations or other personal items are to be left unattended at any times or stored in these common areas.

### ARTICLE I

#### SALE AND LEASING OF HUNTERS GLEN CONDOMINIUM UNITS AND INFORMATION ON OCCUPANCY AND OWNERSHIP

- 1.01 **Recorded Notice of Rules and Regulations** The President and Secretary of Hunters Glen Condominium Association, Inc., shall execute and record with Hamilton County, Indiana, Recorder's Office a Notice of Hunters Glen Condominium's Rules and Regulations, which shall be in recordable form and contain the following information.
- (a) That the Board of Directors has adopted Rules and Regulations, which should be read before making a decision to purchase or lease a Hunters Glen unit, as ownership and occupancy of Hunters Glen units are subject to same.
  - (b) Should any unit owner desire to sell or lease a Hunters Glen unit, then before finalizing an agreement with the potential purchaser or lessee, said unit owner shall furnish the Association's management company a statement signed by himself and the prospective purchaser or lessee identifying the unit, the names of the seller or lessor, name of the buyer or lessee, the names and ages of all persons who will occupy the unit pursuant to the sale or lease, the occupation, employer, employment address, and employment telephone number of all persons who will occupy the unit pursuant to the sale or lease, and in the event of sale, whether or not the purchaser will occupy or lease the unit. The statement shall state that purchaser or lessee, as the case may be, has read the Rules and Regulations and agrees to abide by same.
  - (c) That the rules require that within seven working days after the closing of the sale or lease, the purchaser or lessee send a copy of the deed or lease, as the case may be, as well as the Information Sheet, to the management company of the Association. After thirty calendar days, if no Information Sheet is on file with the management company, a letter will be sent requesting the sheet. If there is still no reply, a \$50 non-compliance fee will be assessed monthly until the Information Sheet is filed.

- (d) That the lessee of Hunters Glen condominium obtains the privileges of using all common area facilities, including the swimming pool and clubhouse. Unit owners who lease their units have no usage privileges while the unit is being leased.
- (e) That a copy of the Rules and Regulations and Declaration of Horizontal Property Regime and of Easements, Restrictions, Covenants and By-Laws shall be obtained by the unit owner from the previous unit owner or the management company.
- (f) Changes in the Rules and Regulations as the Board may make from time to time.

- 1.02 **Information Relating to Occupancy and Ownership** It is the duty of each unit owner and resident of Hunters Glen to keep the Association's management company informed of the name, ages, mailing address, telephone number at work and at home of all owners of the unit they own or reside in, as well as all residents thereof. The management company, upon request, will use unpublished telephone numbers only in connection with the maintenance and operation of the property and enforcement of the Rules and Regulations. Personal files of owners and residents, held by the management company are not to be made available to anyone other than the person(s) themselves. However, the Board and management company may see such information if necessary in fulfilling their responsibilities.

## **ARTICLE II**

### **CHILD RELATED CONCERNS**

- 2.01 **Adult Responsibility** Parents, grandparents or guardians are responsible for the conduct and actions of their children, other children in their care, and guests of the children.
- 2.02 **Bicycles, Tricycles, etc.** All such items like bicycles, tricycles and the like are only to be ridden on the sidewalk. Such items shall not be left unattended. Bicycles may not be left outside or in common entries when not being ridden, but must either be placed in the storage closet belonging to the unit in which the rider resides, or may be brought inside the unit. Guests of residents are subject to these rules as well. The unit owner, resident and their guests bringing a bicycle into a common entry en route to a storage closet or unit, shall use due care to not soil the entry and will clean up same at their expense should the entry be soiled as a result of such action, with owners and residents being responsible for the actions of their guests. Bicycles shall not be ridden over grass areas. In the winter months, bicycles may be stored in the upstairs unit of the Clubhouse from November 1<sup>st</sup> to March 1<sup>st</sup> for a \$5 fee per bicycle per month. Owners must make sure the tires are clean, the unit owners name and unit number must be displayed on the bicycle, and bicycles may not be taken out prior to March 1<sup>st</sup>. Unit owners wishing to store their bicycles in this way are directed to contact the management company.
- 2.03 **Play Activity** Children may play in grass areas directly in front of and directly behind the unit of which they are a resident or guest; also in the immediate vicinity of that unit's patio. Play shall not involve excessive noise or yelling, or involve anything detrimental to the sod or landscaping. Children shall not loiter in

or play in common entries, common entry hallways, or utility room areas.  
Climbing over and under fences is prohibited.

- 2.04 **Curfew** All children not accompanied by adults and who are under the age of eighteen years of age shall not be on the Hunters Glen common areas, excluding patios or balconies of the unit of which they are residents or guests, after the hour of 10:30 pm local time, except when directly leaving the Hunters Glen unit in which they reside or are a guest for an off-site destination or directly coming from said off-site destination to such a unit.
- 2.05 **Other Rules and Regulations** Children are subject to all of the other Rules and Regulations not contained in this Article.

### **ARTICLE III** **PARKING AND AUTOMOBILES**

- 3.01 **Carport Space** Carport spaces are for the exclusive use of the unit to which they are assigned and the guests of that unit. Due to the limited parking available, we ask that you park your vehicle within your assigned carport except when loading and unloading the vehicle.
- 3.02 **Manner of Parking** Parking in the following manner is prohibited: parallel to curbs, on curbs, diagonally, as well as parking behind other parked vehicles or in areas other than in the aforementioned carport and marked spaces. Vehicles shall be parked so that no portion shall extend over the sidewalk curb. Fifteen (15) minute parking is permitted in the No Parking zones for the purpose of unloading groceries, etc.
- 3.03 **Permitted Vehicles** Motorcycles, mopeds, go-carts and motorized off-road vehicles are prohibited in the Hunters Glen common areas. All vehicles parked at Hunters Glen shall be for personal and family use, with commercial vehicles prohibited. Trucks and van weighing in excess of 6,000 pounds GVW are prohibited from parking at Hunters Glen. Also prohibited from parking at Hunters Glen are campers, recreational vehicles, trailers, mobile homes, boats and catamarans. Moving vans and vehicles engaged in a bona fide move proceeding at a reasonable pace are exempted from this Section 3.03, as are one night or weekend guests of residents, except that said guests may not drive motorcycles, go-carts, mopeds, or motorized off-road vehicles.  
Construction vehicles brought onto the property may not remain at Hunters Glen overnight. The vehicle(s) must be removed at the end of the work day and may return the following day until the work is completed. No overnight parking of trailers is allowed on Hunters Glen property.
- 3.04 **Operative Vehicles** Only passenger vehicles with current licenses may be parked at Hunters Glen. No vehicle which cannot operate on its own power and/or with flat tires shall remain on Hunters Glen premises in that condition for more than twenty-four (24) hours. Storage of vehicles whether operative or not, is not allowed. A vehicle shall be considered stored if it is not, on a frequent basis, used for the transportation of a Hunters Glen resident. The only exemption is when a unit owner is on extended vacation (more than two weeks) in which case the management company should be informed.

- 3.05 **Use and Care of Vehicles** Motor vehicle traffic shall not exceed 15 m.p.h. on the premises and horn blowing is prohibited, except when the safe operation of the vehicle requires such action. Rapid acceleration, screeching of tires, and rapid breaking are prohibited, except when necessary to avoid accidents. All traffic signs on premises shall be obeyed. Oil changes, the flushing of radiators and minor or major repair work on motor vehicles is prohibited in all areas of the property. Cars that are constantly leaking oil must be repaired. Trunk lids and hoods should remain down, and all exterior parts should be intact and free of large areas of rust or improper vehicle finish. Vehicles in unsightly conditions are prohibited. Vehicles which are not moved on a weekly basis will be considered abandoned and will be towed.
- 3.06 **Towing** Residents consent that the Board, its agents, and/or the management company may cause any vehicle violating these rules to be towed from the premises and stored at the expense of the vehicle's owner, after having received one (1) written notice of the violation.
- 3.07 **Car Washing** Car washing can be done in a way that does not impede the passage of vehicles in the area, and with a respectful use of water. Once the job is started, it should be finished. Residue shall be rinsed into the nearest storm drain and the area shall be left uncluttered. The Board may, at any time, revoke car washing privileges of all residents due to high water bills, or it may from time to time revoke car washing privileges of any resident using excessive water or otherwise violating this rule.
- 3.08 **Snow Removal and Parking** Any time an two (2) inches or more of snow accumulates, it is imperative that automobiles be parked within the assigned carport space and any additional vehicles must be moved to allow the snow removal service to clear all parking areas. It is the responsibility of the vehicle owner to park the vehicle in front of the clubhouse or other areas of the complex which do not impede access to individual units or to watch for the snow removal equipment and temporarily move the vehicle to a parking area already cleared.

During the winter season, buckets are placed in carports containing snow melt. Please use the snow melt as needed for slick spots that may appear with runoff and continuing snow melt. If the bucket needs to be refilled, please notify the management company.

When removing snow from your vehicle or relocating snow that has been plowed or shoveled, be courteous of your neighbor and do not put the snow in an area that has already been cleared or where it could create a hazard. As a courtesy, please leave one or two parking spots closest to the entry door for loading and unloading, pick up and delivery, and for the convenience of all residents.

#### ARTICLE IV PETS

- 4.01 **Permitted** Dogs and cats may be kept as pets as long as a sheet is kept on file for the pet with the management company. The file will include the name, breed, size, a photograph, and the name and phone number of a person to contact in case of emergency.
- 4.02 **Limit** No unit shall have more than two pets; residents may have two cats if they have no dogs. Acceptable pets at Hunters Glen include dogs, cats, aquarium fish, birds, hamsters, gerbils and reptiles. No spiders, mice, rats, or animal creature which does not fall into the aforementioned categories may be kept in any unit or common area of Hunters Glen.
- 4.03 **Disturbance or Nuisance** No pet shall be kept creating a nuisance, disturbance, annoyance, or repeatedly barking, yelping, growling, or scratching. If a pet is creating these disturbances, the offended resident should call the owner of the animal and request they control their animal. If the offended resident does not feel comfortable approaching their neighbor, they may contact the management company and a letter can be sent to the pet's owner. It is expected that pet owners receiving a complaint will address the issue promptly for the benefit of their neighbors and the complex as a whole.
- 4.04 **Pets Outside Their Units** Pets shall not be permitted to loiter, play or be housed in any part of the common entries. Evidence of pets which is found in the hallway common areas is cause for a written letter of warning to the owner. When returning to the unit on wet or snowy days, only the front door shall be used and the pet shall either be carried to the unit through the common entry or should be cleaned and dried before entering the common area. The unit owner and owner of the pet shall clean any soil from the common entry after the passage of the pet, eliminating any dirt or soil brought in by them or the pet. The pet must be carried or on a leash when outside the individual unit.

Owners MUST pick up all feces immediately after deposit by their pet. The waste must be properly disposed of so as not to be evident to any other HG residents. Please remember that as a pet owner, it is your duty to clean up after your pet, immediately or as soon as physically possible. No pet of any kind may be allowed to run loose on the Hunters Glen property. This applies to all pets, including cats and dogs. All pets must be leashed any time they are outside of an individual unit. No exceptions.

Chains, leashes, ropes, stakes, tethers and other such devices to restrain pets may not be used on Hunters Glen property, as it damages the grass around the tether. Pets may not be outside unattended.

- 4.05 **Responsibility** Any resident housing a pet shall assume full responsibility and liability for personal injury or property damage caused by such pet, and holds the Association and management company, their agents and employees, harmless from such liability arising out of housing any pet or allowing it the use of common areas.

- 4.06 **Enforcement** After a pet owner receives two (2) written warnings of a pet problem or violation, any further complaints could provide the Board and/or management company just cause to have the animal removed from Hunters Glen property.

We know that pets are an important element of the families who own them. However, at no time does the pet have the right to prohibit other residents from enjoying their property. Please care for your beloved animal, train them well and allow them to be beloved, well mannered members of our community!

## **ARTICLE V**

### **SWIMMING POOL**

#### **5.01 Residents and Guests**

- (A) The swimming pool facilities are for the exclusive use of Hunters Glen residents and their accompanied guests. At no time are any guests to be using the facilities unless they are escorted and accompanied by a Hunters Glen resident.
- (B) Your pool key provides entry to the bathhouse and pool facilities. One key per unit is available by contacting the management company. Once a key has been issued for your unit, there will be a charge of \$35 for a replacement key. Please keep your key secure and protect it from theft or duplication by non residents.
- (C) All guests must be accompanied by an adult resident, 18 years of age or older.
- (D) Guests may be turned away from the facilities if the pool area has reached capacity of sixty (60) persons.
- (E) Board members, committee members and other authorized resident volunteers, pool monitors and management personnel may require proof of residency from anyone using the pool area and may remove anyone from the area for violation of rules and for any other conditions which may be hazardous, and if conditions warrant, has the authority to close the pool facilities.
- (F) Violation of pool rules may result in suspension of pool privileges for all residents of the unit. Your key must be forfeited to a member of the Board or management company. The length of suspension will be determined by the Board and/or management company.
- (G) No solo swimming is allowed. Non-swimmers and children under 12 will not be permitted in the pool unless wearing a flotation device and accompanied by an accomplished swimmer and responsible adult.
- (H) Jewelry and accessories must be removed before entering the pool. For safety reasons, hair longer than shoulder length should be tied back and secured.

#### **5.02 No Pool Attendant Is On Duty**

- (A) Swimming is at your own risk. No pool attendant is on duty. In case of an emergency, there is a telephone located inside the ladies' bath house. Dial 911 and

state the nature of the emergency. Your location is Hunters Glen Condominium swimming pool on East Hunters Drive.

- (B) If a disturbance or emergency occurs, call for help first and then try to advise a Board member, if possible. Your safety is of utmost importance.

### **5.03 Pool Season and Hours**

The pool season lasts approximately from Memorial Day to Labor Day and subject to change by the Board of Directors.

Hours are from 8:00 a.m. – 12:00 a.m.; however, all persons shall vacate the pool area immediately during the continuance of thunder, lightening and/or rain or heavy winds.

After 9:00 p.m. no loud voices or rambunctious activities are allowed which could disturb nearby residents. Reports of such activities may result in a request for the involved parties to vacate the area.

If driving to the pool, please park in the parking spaces in the front of the clubhouse.

### **5.04 Before Entering Pool**

- (A) Swimmers shall use the toilet and rinse off in the shower.
- (B) Children who are not potty trained MUST wear swim diapers.
- (C) Excess tanning lotion or oil must be removed by showering.
- (D) Any person with a communicable disease, skin disease, inflamed eye, nasal or ear discharge, a considerable area of exposed sub epidermal tissue, open blisters, or cuts or other potentially harmful conditions will not be allowed in the pool.
- (E) Only swimming suits (and t-shirts for sun protection) may be worn in the pool.
- (F) Please remove your jewelry and leave all valuables at home. There is no security at the pool.

### **5.05 Conduct in Pool or Pool Area**

- (A) Conduct and behavior in the pool area must be well mannered and respectful of Hunters Glen residents and their guests. Rude comments and behavior, foul language and other inappropriate behavior is not tolerated.
- (B) Pushing, shoving, running, hollering, cannonballing or any other unsafe activity is strictly prohibited in the pool area. At no time is anyone under the influence of alcoholic beverages or controlled substances to be permitted within the pool area.
- (C) For your safety, no food is permitted in the pool area.
- (D) No pets are allowed within the pool area, with the exception of service pets.
- (E) Voices should be maintained at a normal conversational level, so as not to disturb other parties at the pool or in nearby residences. No screaming, shouting, yelling or elevated voices will be tolerated.
- (F) Only pool furniture provided should be used and no furniture should be removed from the pool area. Before leaving the pool area, please wind down the umbrellas and return furniture to its original position, including tucking chairs back under the tables.
- (G) Radios, televisions, CD players or similar electronic devices should be used with earphones or kept at a minimal volume level so as not to disturb others.



- (H) Play equipment is limited to a reasonable amount per swimmer, and only when the pool is not crowded. If asked to remove your devices by another resident, please respect their request and comply.
- (I) Hanging from the water fill spigot or other activities that could damage the property or harm any individual is prohibited.
- (J) All trash should be deposited in the proper receptacles, located in each bath house. Cigarettes and other flammable materials must be disposed in designated receptacle outside the pool gate. Excessive or messy trash should be taken immediately to the dumpster to the east of the bathhouse exit/entry.

**5.06 Request to Leave Pool or Pool Area**

- (A) Any resident or guest not entitled to use the pool under the above rules, or anyone violating rules or causing a disturbance, being intoxicated or under the influence, participating in inappropriate behavior, etc. may be asked by another resident to leave the pool area and failure to do so will render the offender a trespasser, which could result in removal by the police and/or suspension of pool privileges for the remainder of the swimming season.

**ARTICLE VI**

**CLUBHOUSE**

6.01 **Exclusive Use** The clubhouse is for the exclusive use of Hunters Glen residents and their guests. It shall not be used as a meeting place for outside clubs or organizations having no connection with a Hunters Glen resident. It shall be used as set forth in this Article.

6.02 **Procedures for Rental**

- (A) Any function, when exclusive use of the clubhouse is desired, shall be on a reserved basis only. Reservations may be made by contacting the Clubhouse Director at least three (3) weeks prior to an event and requesting availability.
- (B) The reserving unit owner or resident and his/her spouse shall sign a Clubhouse License Agreement in form and content attached as "Exhibit C to Article VI" with the pertinent information completed.
- (C) The reserving unit owner or resident shall write two checks: a damage deposit of \$75.00 and a non-refundable user fee of \$50 (\$100 if not a resident). The user fee must clear the bank at least two (2) weeks prior to the event.
- (D) The reserving unit owner or resident shall meet with the Clubhouse Director prior to the event to obtain a key and cleaning checklist in form and content attached as "Exhibit D to Article VI" as well as learn how to operate the lights and temperature system.
- (E) After the event, the reserving unit owner or resident will meet again with the Clubhouse Director to inspect the clubhouse to determine whether any damage or loss occurred, and if the clean-up is properly completed. If those conditions are met, the voided deposit check will be returned to the lessee and they will return the key.

(F) A non-refundable \$100 charge will be made for a business meeting held at the clubhouse.

6.03 **Unreserved Basis** The clubhouse shall be available for unreserved use by residents but not if it has been reserved. Use is subject to the following restrictions.

(A) Key to be obtained from the Clubhouse Director. The resident requesting use of the clubhouse and who is provided with the key shall be in the clubhouse all the time it is open and shall be responsible for returning the key to the Clubhouse Director.

(B) The use of unlawful drugs, marijuana, or any other illegal activity is prohibited. Cigarette and cigar smoking are also prohibited.

(C) No noise of a level disturbing occupants of Hunters Glen and no nuisance or disturbance to said occupants is permitted.

(D) Except for special events approved by the Board, no bathing suits shall be worn in the Clubhouse, with street attire required to include a minimum of shirts, shoes or street sandals, pants, street shorts or dresses.

(E) All residents using the Clubhouse shall be responsible for their guests abiding by all of the Rules and Regulations of the Hunters Glen Condominium Association, and the applicable provisions of its Declaration and By-Laws.

(F) Any residents under the age of 21 must be accompanied by an adult resident.

(G) Upon any resident violating these rules or upon the violation of same by any of his/her guests, said resident and his/her guests shall vacate the Clubhouse and may be removed as trespassers should they refuse.

(H) It is the responsibility of the lessee to monitor the drinking of alcoholic beverages while renting the Clubhouse, remembering that no person under the age of 21 may be served alcohol.

(I) No more than the first floor community room, first floor kitchen and first floor rest rooms shall be used.

## **ARTICLE VII**

### **OTHER COMMON AREA USE**

7.01 **Passages** Sidewalks, entrances, drives, passages, hallways and stairways shall not be obstructed or used for any purpose other than ingress and egress. All residents of a building must approve requests for wrought iron entry railings and share the expense thereof unless otherwise agreed. The design of the railing and installation method must be approved by the Board before installation.

7.02 **Utility Room, Storage Closets and Back Halls** Utility rooms and halls shall not be used for storage of personal property, and lights should be turned off when the room or back hall is not in use. Trash containers are located in the utility room. Boxes should be broken down. If any garbage or other odor-producing material is deposited, it shall be put in securely tied plastic bags then placed in the trash container with the lid firmly in place. The garbage cans should not be overfilled

and, if any items are too large to place in the containers, you may place them directly in the dumpster on the property. If you are unable to open the main door to the dumpster, there is a small opening on the south side of the fenced-in area. Not littering of the utility room is permitted. Lights in storage rooms should not be left on. Storage of kerosene, gasoline or other flammable, combustible, or explosive agents in storage rooms or units is not allowed. No electrical appliance such as freezers, or any item requires use of electricity, may be used while in the storage closet.

7.03 **Entry Lobbies** Unit owners shall not soil or damage the entryway lobbies and the perpetrator will be financially responsible for repair or cleaning of same. No decoration of any kind may be put in the entryway lobbies including pictures, planters or furniture. A resident is permitted to decorate their own door at Christmas, or may decorate the hand railing going up to the second floor. No curtains are to be installed on side windows of building entryways or the window over the door. Residents' names shall not be displayed in the entry lobbies except in the space provided on mail boxes on the brass name plates on the residents' mailbox door.

7.04 **Moving In or Out of Units** Residents taking possession or vacating a unit must put tarps down when moving their possessions to protect the flooring and other common property. Any damage to common property will be the responsibility of the owner whose representatives caused the damage.

7.05 **Green Areas** Green areas as Hunters Glen shall not be littered, nor shall personal property be left in said areas. Nothing shall be done in said areas which is, or tends to be detrimental to the grass, tress, and/or shrubs in said green areas. Sunbathing is permitted on balconies, patios and backyard areas. However, sunbathing is prohibited in the front of buildings. No boisterous or noisy activities shall be conducted in said areas or in any of the common areas of Hunters Glen. Any activities which disturb other residents or cause concern for injury or damage to property may be terminated upon request of any resident.

7.06 **Flower Plantings Around Buildings** Plantings at the front of the buildings is prohibited, unless there is written approval of the Landscape Committee and the Hunters Glen Board. All urns at the front of a building must contain live plants. There shall be no flower baskets suspended from trees. Residents may beautify the area adjacent to their patio with flowers and plantings. All dead foliage must be removed in the fall, or when necessary, from all plantings. Residents are responsible for cleaning the areas at the end of the season.

7.07 **Balconies, Patios and Privacy Fences** No linens, bath towels, cloths, clothing, rugs, mops, laundry or other articles may be shaken or hung from balconies, patios, windows or entryways. Residents shall not allow anything to fall from balconies or windows. No personal property not commonly used in connection with or for decorating patios and balconies (excepting furniture) shall be left on same. All balcony railings shall remain the color designated by the Board and green, beige or brown Astroturf is acceptable. Any other flooring choices must have written Board approval. No alteration, extensions, fencing, or enclosures of

patios or balconies shall be permitted without the consent of the Board which has adopted rules, regulations and specifications for same. The ground area between patio doors and privacy fences must be neatly maintained at all times. Patio enclosure roofs shall be kept free of debris and cleaned by the owner. The cost of maintaining, repainting, restaining or reroofing patio or balcony enclosures shall be the responsibility of the unit owner and it shall be the determination of the Board of Directors of the Association or a committee appointed by said board to determine the need for repainting, restaining or reroofing the improvement and that the improvement must be maintained by the unit owner consistent with the original approval and such other regulations as the Board of Directors the Association shall from time to time adopt. Privacy fences are to be maintained or may be removed at the owner's expense.

Barbeque grills may be used behind the buildings and the clubhouse, maintaining a safe distance from all buildings and flammable materials – approximately 10 feet and in accordance with the rules set forth by the Fire Marshall.

Gas grills should not be stored inside your enclosed porch or storage closet. At the end of the season, your grill may be stored at the maintenance storage shed or behind the clubhouse, and retrieved again in the spring. While barbequing, grills should never be left unattended.

7.08 **Fences and Walls** No one shall climb over, dig under, or sit upon any fence or wall at Hunters Glen. Nor shall any fence boards be removed or anything done to the fences or walls which does or tends to damage them.

7.09 **Entrance Corridor** There shall be no loitering or other use of the entrance way on Hunters Drive from the gatehouse to Hunters Lane, excepting walking pets, nor shall anyone loiter or play in the vicinity unless sitting on the metal benches.

7.10 **Use of Water** Residents of Hunters Glen are asked to be respectful of their water use in watering plants, trees, and grass outside of their units.

7.11 **Heat Pumps and Condensers** Heat pumps may be installed by individual unit owners as approved by the Board of Directors. Heat pumps not requiring new coolant lines and not exceeding 36" in width and 36" in height and installed on condenser pads do not need approval.

Installation of condensers requires the contractor to contact the management company and submit specifications for approval. If any tubing is installed to a second floor unit, it will be the responsibility of the unit owner to have the pipe painted to blend with the color of the building in accordance with current colors.

## **ARTICLE VIII** **MISCELLANEOUS**

8.01 **Windows** No signs, awnings, lettering or notices shall be visible from windows. Excepted are campaign-issued election signs. Owners and residents may display one (1) sign per unit, which may be put up no sooner than thirty (30) days before an election, and must be removed five (5) days after an election.

Window treatments must be white or a neutral color facing the street and must be in good condition. No permanent, nonconventional window treatments such as sheets or paper are allowed. Interior/exterior of unit windows shall be kept clean.

Replacement windows (which are the responsibility of the owner) must be approved by the Board. The Board has the authority to require the owner to replace windows if it is determined that they are unsafe.

- 8.02 **Open House Signs** Open House signs may be displayed at the Hunters Glen entrance between 9:00am and 6:00pm on the day of the Open House. As many as two additional signs may be displayed to direct interested parties to the unit having the Open House.
- 8.03 **Noises or Disturbances and Illegal Conduct** No resident shall make or permit any disturbing noises by himself, his family, employees, agents, guests and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other residents. Conversation and music should be kept to a respectful level. No resident shall give voice or instrument lessons. Dishwashers and clothes washers may not be operated between 11:00pm and 7:00am without a prior agreement between residents.
- 8.04 **Attachments and Attics** No cable or utility wires, cables or connections may enter the front of any building without the written approval of the Board. If unapproved installations are completed without written approval, the installation may be ordered removed, at the expense of the owner, and appropriate repairs to the building will become the responsibility of the unit owner.
- 8.05 **Association Employees and Management Company** Residents shall not direct, supervise, or in any manner attempt to assert any control over employees of the Association or management company or contractors, nor shall they engage them in conversation excepting supervisory personnel of the management company. The management crew is to work under the supervision of the management company.
- 8.06 **Pass Key and Alarms** If burglar alarms are installed, at least two (2) neighbors shall be given a key and instructions on turning it off. Failure to do so will result in the Board directing a resident to remove said alarm if they repeatedly go off without being turned off promptly. The Board reserves the right to order the removal of any system which goes off with excessive frequency, even if turned off promptly. The management company should also be made aware of a resident having an alarm system.
- 8.07 **Resident Absence** If leaving your unit for an extended period of time, be sure to notify the management company of appropriate local contact for emergency as well as your long distance contact information. Please provide a key to the Board, management company or reliable party so entrance to your unit may be gained in an emergency. Remember for your safety to turn off the main water valve (located in the furnace room near the water tank), close and lock windows, and unplug appliances, excepting major appliances.
- 8.08 **Complaints or Suggestions** Complaints or suggestions may be made to the management company. Complaints so registered which are not acted on in a satisfactory manner within a reasonable time should then be made in writing to the President of the Association.
- 8.09 **Declaration and By-Laws** Other restrictions, rules and regulations are contained in the Declaration and By-Laws with these Rules and Regulations being supplemental to those in the Declaration and By-Laws.

- 8.10 **Exterminating** Exterminator service for exterior of buildings is the responsibility of the Association. Individual unit owners are responsible for exterminating within their own units.
- 8.11 **Enforcement** Any violation of these rules and regulations may be enforced in the same manner as provided by the Declaration and By-Laws, and by any means available at law or in equity, including, but not limited to, the right to seek injunctive relief. In the event that such enforcement action becomes necessary, the violating owner shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred in connection with the enforcement action taken.
- 8.12 **Late Fees** Each owner shall have one (1) month to pay the fines enumerated in paragraph 8.11. If an owner fails to pay the fine(s), the owner shall be assessed a \$65 late fee, per month, until the owner's entire balance is paid in full.

**ARTICLE IX**  
**WAIVER AND AMENDMENT**

9.01 **Waiver** The failure of the Board or management company to enforce any Rule or Regulation will not waive its right to do so during the continuance or reoccurrence of said violation, nor shall such failure to estop the Board or management company from so enforcing said rule or regulations during the continuance or reoccurrence of said violation.

9.02 **Amendment** The Board reserves the right to amend, modify or repeal any of these Rules and Regulations, or to adopt supplemental rules and regulations from time to time.

Adopted by Hunters Glen Condominium Association Board of Directors on the 15<sup>th</sup> of November, 2011.

Jim Hasseld

Patricia Ann Johnson

Cynthia L. Honda

Malcolm Z Baker

Dede Payne

Luis McSherry

H. G. [Signature]

**EXHIBIT A**

**HUNTERS GLEN CONDOMINIUM ASSOCIATION  
Resident Information Sheet**

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*Please print.*

**Date:** \_\_\_\_\_

**Resident Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_ **Work Phone No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Resident is:**  **Owner**  **Renter**  **Other** \_\_\_\_\_  
(family member/estate/trust)

**Owner (if not Resident):** \_\_\_\_\_

**Owner Address:** \_\_\_\_\_

**Owner Phone No:** \_\_\_\_\_

---

**Resident #2 Name:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_ **Work Phone No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

---

*Resident Children (under 21 years of age):*

**Resident #3 Name:** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Resident #4 Name:** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Resident #5 Name:** \_\_\_\_\_ **DOB** \_\_\_\_\_

---

*Pets:*

**Pet #1 Name:** \_\_\_\_\_ **Breed:** \_\_\_\_\_ **Weight** \_\_\_\_\_

**Pet #2 Name:** \_\_\_\_\_ **Breed:** \_\_\_\_\_ **Weight** \_\_\_\_\_

---

*Emergency Contact:*

**Name:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

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**Person You Leave Key With When You Are Gone For An Extended Period of Time:**

**Name:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_

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**EXHIBIT B**



**CLUBHOUSE LICENSE AGREEMENT**  
**HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC.**  
EXHIBIT A TO ARTICLE VI of the DECLARATION: COMMON EXPENSES —  
MAINTENANCE FUND

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between  
HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC. ("Owner") and

\_\_\_\_\_  
("Licensee") Note: Both husband's and wife's name shall be inserted if a married person is  
Licensee and both shall sign below.

WITNESSETH:

1. **Grant of License.** Owner grants Licensee and Licensee accepts a license to use the following facilities of the Hunters Glen Clubhouse located at 547 East Hunters Drive, Carmel, Indiana: **first floor community room, first floor restrooms, and first floor kitchen** on the terms, conditions, and provisions herein contained.
2. **Purpose, Number of Guests and Hours.** Licensee shall use same only for the following function \_\_\_\_\_ conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the hours of \_\_\_\_\_ and \_\_\_\_\_ at which there shall be no more than \_\_\_\_\_ people in attendance at said function. The facilities and contingent common area must be vacated by the time listed above for the end of the function.
3. **Deposit.** Licensee has deposited TWO checks with Owner. One check shall be \$50 for residents and \$100 for non-resident and shall be retained by Owner as a non-refundable usage fee. Another check in the amount of \$75 shall be retained by Owner to apply against the cost of any cleaning necessary to return the facilities and contingent common area to a neat and orderly condition and to apply against the cost of any damages whatsoever to Owner's facilities and contingent common area which may be sustained as a result of said function. The \$75 portion of the deposit shall be refunded to the Licensee within seven days after the function if no cleaning is necessary and/or damage is done. The cost of cleaning and/or repairs or replacement to the facilities or contingent common area resulting from the function shall be deducted from the deposit and the balance, if any, shall be refunded to Licensee. Licensee shall immediately upon the receipt of a statement from Owner remit to Owner any excess of said cost over the deposit.
4. **Limitations on Use.** In addition to the other provisions herein, Licensee agrees the use hereunder is limited as follows: (a) For the purpose, number of guests, and hours above listed and only to the areas above listed with neither Licensee nor guests of Licensee to go into any other areas. In no circumstance shall anyone be permitted in the pool or pool deck area. The Clubhouse key shall be returned no later than noon the succeeding business day following the function. Licensee must be present during the function. (b) No alcoholic beverages may be served whenever anyone under the

age of 21 is present. (c) The use of unlawful drugs, marijuana or any other illegal activity is prohibited. (d) No noise level disturbing to occupants of Hunters Glen Condominiums is permitted, and no nuisance or disturbance to said occupants shall be allowed. (e) Parking shall be only in the 10 non-covered spaces between Covered Parking Space 536-D and 549-B (the parking spaces immediately adjacent to the Clubhouse), and in the covered parking space of a resident who has given consent in advance. No other covered parking spaces are to be used. Board approval of additional non-covered parking spaces may be granted upon request. Otherwise, parking for guests attending the function shall be off property of Hunters Glen Condominiums and its common area, with Licensee to be responsible for the towing fees of vehicles of all those attending the function in violation of this rule, and Owner may tow said vehicles in violation hereof. (f) No semi-permanent equipment or furniture, such as pool table may be moved, and nothing may be removed from the Clubhouse. (g) All guests shall obey the Hunters Glen Condominium Association's Rules and Regulations and applicable provisions of its Declaration and By-Laws. (h) Except for special events approved by the management, no bathing suits shall be worn, with street attire required to include a minimum of shirts, shoes or street sandals, and pants, street shorts and dresses.

5. **Breach and Indemnification.** In the event Licensee or any other of those attending the function violate any term, provision, or condition of this Agreement, Licensee and said attendees shall thereafter have no right to the possession and use of the facilities as well as all the common areas of Hunters Glen Condominium Association, Inc., and upon failing to do so, may be removed as trespassers. Licensee shall be responsible for all actions of Licensee attendees as if Licensee performed Licensee attendees' acts. Licensee herewith releases and agrees to indemnify Owner and its management against any liability to person or property occurring in or about said facilities and common areas of Hunters Glen Condominiums resulting from any cause whatsoever in any way connected with said function or those attending same exempting the gross negligence or intention infliction of injury or damage by Owner interest on all sums due to Owner at the rate of 18% per annum and shall pay Owner all costs of collection and attorney fees incident to the enforcement of this Agreement against Licensee.
6. **Miscellaneous.** This Agreement shall be binding on the parties hereto and their successors, but may not be assigned by Licensee. There are no representations not included herein made by Owner and any modification hereof must be in writing and signed by both parties. Licensee represents that Licensee shall not use the facilities should Licensee find same not to be in neat and orderly, undamaged condition before commencing use and acknowledges that by using same Licensee shall be stopped from claiming pre-existing damage, uncleanliness or disorderliness.

**IN WITNESS WHEREOF, The parties have executed the above Clubhouse License Agreement as of the date first above written.**

**OWNER:** \_\_\_\_\_

LICENSEE: \_\_\_\_\_

HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC.

Jen Hasseld

Acting Social Director

**Rules and Regulations  
of the Hunters Glen Condominiums  
for Installation of Antennas**

**I. Preamble**

These rules are adopted by the Board of Directors of Hunters Glen Condominium Association, Inc., on the 21st day of July, 2009, effective August 1, 2009.

WITNESSETH:

WHEREAS, the Hunters Glen Condominium Association, Inc. ("the Association") is responsible for governance and maintenance of the Hunters Glen Condominium in Carmel, Indiana ("The Community"); and

WHEREAS, the Association exists pursuant to the Indiana Nonprofit Corporations Act and the Declaration of Horizontal Property Regime and By-Laws ("the Declaration"); and

WHEREAS, the Association's Board of Directors is authorized to adopt and enforce rules and regulations in the interests of the Community pursuant to the Indiana Horizontal Property Act and the Declaration; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rule.

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules", which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

**II. Definitions**

- A. "**Antenna**" means any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS, commonly referred to as 'wireless cable'). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

- B. **"Mast"** means a structure to which an antenna is attached that raises the antenna height.
- C. **"Transmission-only antenna"** means any antenna used solely to transmit radio, television, cellular, or other signals.
- D. **"Owner"** means any Association unit owner. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the unit owner to install antennas.
- E. **"Telecommunications signals"** means signals received by DBS, television broadcast, and MDS antennas.
- F. **"Exclusive-use area"** means the limited common area in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner that is next to the owner's unit as defined in the Declaration and/or building plans on file with the County Recorder's office.
- G. **"Reasonable"** means that, as a result of the application of these rules, there is to be: (1) no unreasonable delay or prevention of installation, maintenance or use of an antenna, and (2) no unreasonable increase in the cost of installation, maintenance or use, and (3) no preclusion of an acceptable quality signal.

### III. **Installation Rules**

#### A. **Antenna Size and Type**

1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
3. Antennas designed to receive television broadcast signals may be installed.
4. Installation of transmission-only antennas is prohibited unless approved by the Association's Board of Directors.
5. All antennas not covered by the FCC rule are prohibited.
6. No more than one antenna for each type of service may be installed by an owner.

#### B. **Location**

1. Antennas must be installed solely inside the owner's unit or within the owner's exclusive-use area. For the Hunters Glen Condominium, the exclusive-use area, i.e.,

limited common area, applicable to each owner's unit consists solely of the balconies, garden areas and patios serving exclusively a single unit, including rear yard areas enclosed partially or completely by a fence that is immediately adjacent and leads to a unit. Installation of antennas on a limited common area does not convert that limited common area to individual property.

2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

3. Antennas must not encroach upon any common areas, any other owner's individual unit or limited common area, or the air space of another owner's limited common area.

4. Antennas shall be located in a place shielded from view from outside the Community or from other units to the maximum extent possible, the Association requires that if an owner wishes to install an antenna outside of the unit, the antenna must be mounted in one of the position described below. The antenna shall be mounted as far back as possible from the street side of the condominium unit. For second level condominium units, antennas must be mounted on the decorative horizontal trim board located directly beneath the soffit or on the brick directly beneath the aforementioned trim board. The wires from the satellite dish must be concealed and routed inside the attic area and may not be placed on the outside of the building. The photos attached hereto as Exhibits A and B depict permissible installations. For ground level condominium units, antennas must be mounted as outlined above or antennas may be mounted to the exterior patio fence, maintained by each individual Owner. The wires from the satellite dish must be concealed and may not be placed on the outside of the building. The photo attached hereto as Exhibit C depicts a permissible installation. Other than the foregoing, this section does not permit installation on any of the Community's common areas, even if an acceptable quality signal cannot be received from an individually-owned or exclusive-use area. The photo attached hereto as Exhibit D depicts an impermissible installation.

**C. Installation on Exclusive-Use Areas**

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

2. All installations shall be completed so they do not materially damage the common areas, limited common areas, or individual units, or void any warranties of the Association or other owners, or in any way impair the integrity of the building.

3. An installer other than the owner shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:

a. Contractor's General Liability (including completed operations): \$1,000,000.

b. Workers' Compensation: Statutory Limits

The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.

4. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.

5. There shall be no penetrations of the exterior exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of antenna installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:

a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;

b. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or

c. Existing wiring for transmitting telecommunications signals and cable services signals.

6. If penetration of the exterior exclusive use areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. After the original installation, said waterproofing and sealing must be maintained and replaced by the owner as necessary. The purpose of this rule is to prevent structural damage to the building and residences from moisture.

**D. Maintenance**

1. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:

a. Place (or replace), maintain, and move or remove antennas;

b. Repair damage to any property caused by antenna installation, maintenance or use;

c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;

d. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;

e. Restore antenna installation sites to their original condition.

2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.

3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.

4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.

#### **E. Safety**

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.

2. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within five feet (5') of buried power lines or any other underground utilities. For above-ground power or utility lines, the owner shall comply with the minimum distances which are published by the utility companies. Owners should telephone the "Call Before You Dig" telephone number at 1-800-382-5544 so that any underground lines can be marked prior to antenna installation. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

3. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from any area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Association's physical plant.

4. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the owner's unit.

5. To prevent electrical and fire damage, antennas shall be permanently grounded.

#### **IV. Antenna Camouflaging**



A. Camouflaging antennas through inexpensive screening or plants is required if antennas are visible from the street or other units.

B. Exterior antenna wiring shall be installed so as to be minimally visible.

C. To the extent permitted by manufacturer's instructions and warranties, antennas, masts and any visible wiring must be painted to match the color of the structure to which they are installed or the owner's home.

## **V. Mast Installation**

A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

B. Masts extending 12 feet or less beyond the roofline may be installed, subject to the regular notification process (see below). Masts extending more than 12 feet above the roofline must be pre-approved due to safety concerns posed by wind loads and the risk of falling antennas and masts.

Applications for mast higher than 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the need for a mast higher than 12 feet. If this installation will pose a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

C. Masts must be installed by licensed and insured contractors.

D. Masts must be designed to withstand the weight of ice and snow.

E. Masts must be designed to sustain a minimum of 70 mph winds.

## **VI. Antenna Removal**

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

## **VII. Association Maintenance of Locations Upon which Antennas are Installed**

A. If antennas are installed on property that is maintained by the Association, the owners retain full responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for the other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.

B. If maintenance requires the temporary removal of antennas, the Association shall provide owners with ten (10) days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owners' expense. The Association is not liable for any damage to antennas caused by the Association's removal.

## **VIII. Notification Process**

A. Any owner desiring to install an antenna must complete a notification form and submit it to the Association's Board of Directors c/o the Association office **at least seven (7) days prior to the intended installation date of the antenna**. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately **after said seven (7) day period**.

B. If the installation is other than routine for any reason, the owner and the Association's Board of Directors must establish a mutually convenient time to meet to discuss installation methods. (A schedule of at least three (3) convenient times for the owner to meet should be included.)

## **IX. Installation by Tenants**

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

## **X. Enforcement**

A. If these rules are violated, the Association, after notice to the owner and an opportunity for the owner to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association's rule is enforceable, the owner must conform to the ruling of the court or the FCC. To the extent permitted by law and the Declaration, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.

B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

## **XI. Severability**

If any provision herein is ruled invalid, the remainder of these rules shall remain in full force and effect.

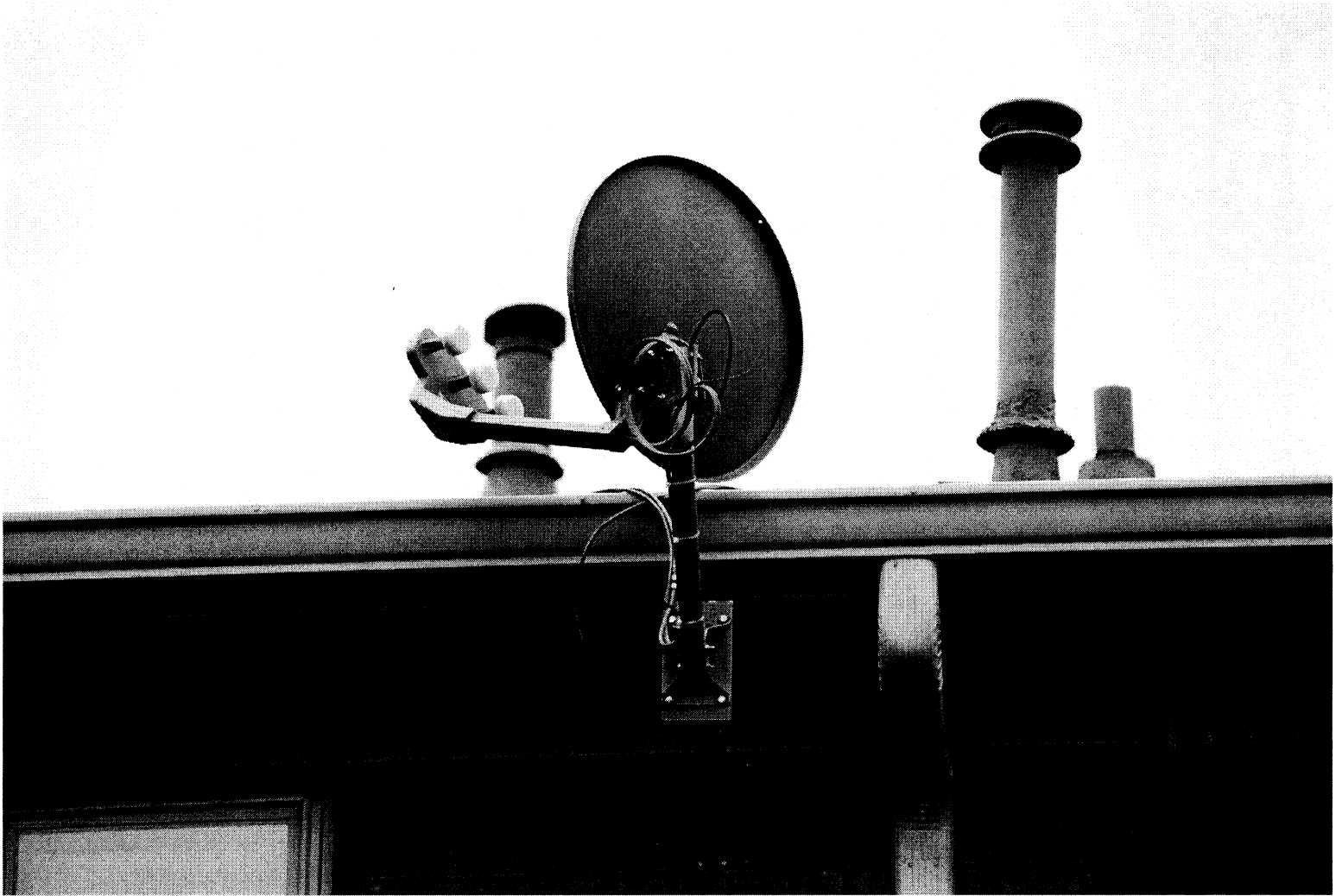


Exhibit A



Exhibit B



Exhibit C

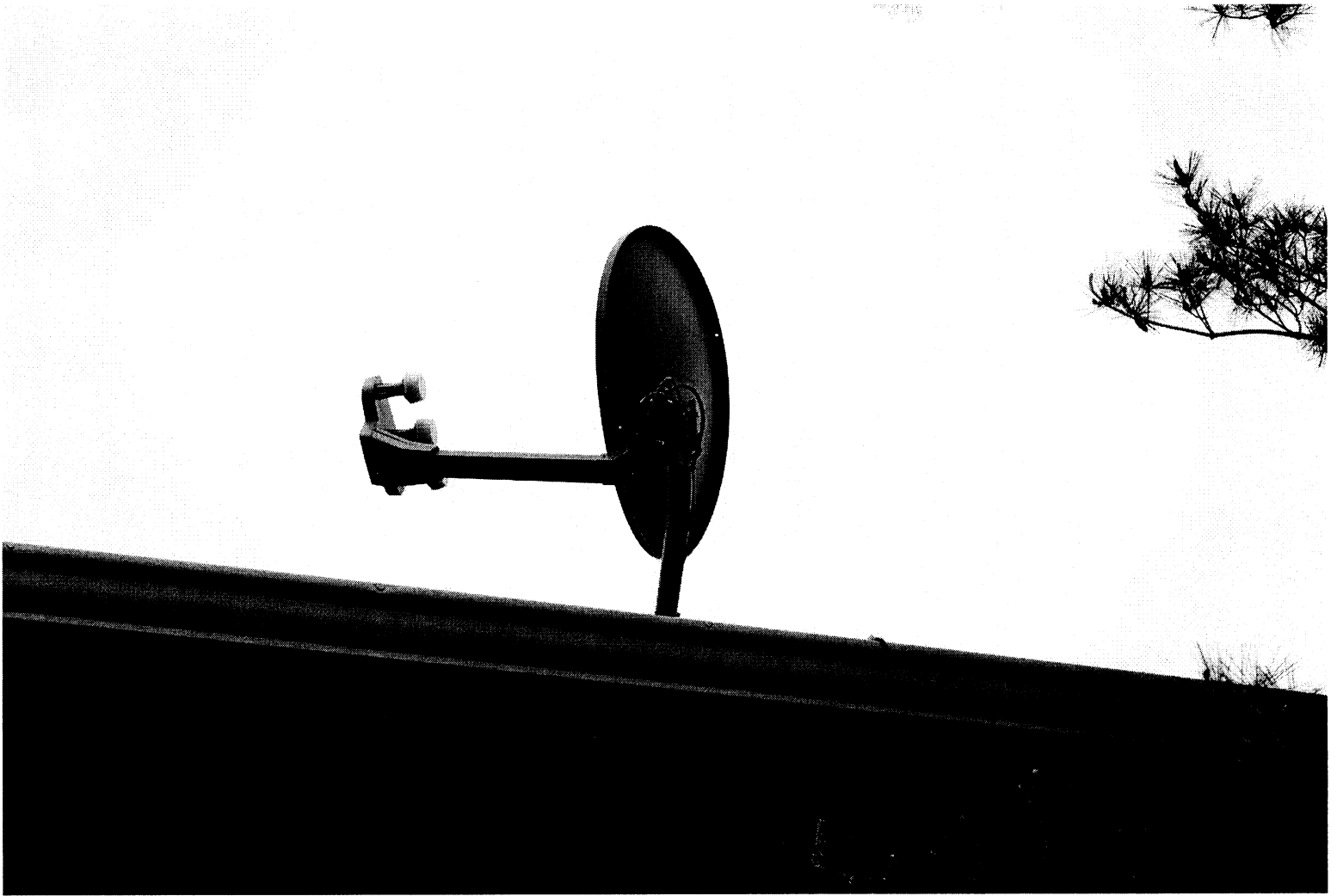


Exhibit D

**HUNTERS GLEN CONDOMINIUMS  
NOTICE OF INTENT TO INSTALL ANTENNA  
ON LIMITED COMMON AREA**

Unit/Home Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

If rented, tenant's name: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

Direct broadcast satellite \_\_\_\_\_ size: 18-inch \_\_\_\_\_ other (specify) \_\_\_\_\_

Television broadcast \_\_\_\_\_

Multipoint distribution service \_\_\_\_\_ size: \_\_\_\_\_

Company Performing Installation \_\_\_\_\_

Identify Installation Location: Patio  Rear Deck  Balcony   
Other  Specify "other": \_\_\_\_\_

Date installation to be performed: \_\_\_\_\_

Please indicate the method of installation: \_\_\_\_\_

**Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)?** Yes  No

If you responded "no", please provide at least three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation. (Please attach a list of preferable days and times.)

**Is a mast necessary for reception?**  Yes  No

If you responded "yes", is the mast required to extend more than twelve feet (12') above the roofline, OR would the mast be closer to the boundary line of another home than the total height of the mast which is above the roof?  Yes  No

**If you responded "yes", then you must complete the form for mast installation.**

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume all liability for any personal injury or damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Homeowner Signature)

**HUNTERS GLEN CONDOMINIUMS  
NOTIFICATION FORM FOR  
INSTALLATION OF OVERSIZED MASTS**

Is a mast extending more than twelve feet (12') above your home's roofline required for your antenna?      Yes  No

If installed, would the mast be closer to the boundary line of another home than the total height of the mast which is above the roof?      Yes  No

If you responded "yes" to either question, please provide your reasons why such a mast is necessary. Include a detailed drawing of the installation plans, including:

- Description of the antenna and mast
- Exact location of the mast and antenna installation
- Description of the manner and method of installation
- Total height of the mast and the height it will extend beyond the roofline  
(Include an explanation of why the mast must extend to this height)
- Manufacturer specifications regarding the installation of the mast.

Please provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.

Also indicate a date and time that would be convenient for you to meet with the Board of Directors. (Please attach a list of preferable days and times.)

I will comply with all of the Association's rules for installing, maintaining, and using antenna masts. I assume liability for any personal injury or damage to Association or other owners' property that occurs due to mast installation, maintenance, and use.

Signed: \_\_\_\_\_  
(Homeowner Signature)

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ Fax: \_\_\_\_\_



**HUNTERS GLEN CONDOMINIUMS  
CONSENT OF OWNER/LANDLORD  
TO TENANT'S INTENT TO INSTALL ANTENNA  
ON LIMITED COMMON AREA**

Unit/Home Owner(s): \_\_\_\_\_

Landlord's Address: \_\_\_\_\_

Address of home in \_\_\_\_: \_\_\_\_\_

Tenant's name: \_\_\_\_\_

Date when lease will expire: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_ Fax: \_\_\_\_\_

I/We, being the legal owner of the above home within Hunters Glen, hereby acknowledge that my/our tenant is notifying the Hunters Glen Condominium Association, Inc. of his/her intent to install an antenna on the Limited Common Areas which are appurtenant to my/our unit/property which I/we own in fee simple title. I/We further acknowledge that in the event my/our tenant(s) fail to comply with all of the Association's rules for installing, maintaining, and using antennas, I/we will be responsible for the same upon three (3) days' written notice from the Association. I/We assume (jointly and severally with the tenant) all liability for any personal injury or damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC.  
DELINQUENCY POLICY RESOLUTION

WHEREAS, the Hunters Glen Condominium Association, Inc. ("Association") is responsible for the maintenance, improvement, repair, and operation of the residential community in Hamilton County, Indiana known as Hunters Glen, including, but not limited to, the payment of insurance thereon, the cost of labor, equipment, material furnished with respect to the common areas, as well as certain portions of the homes; and

WHEREAS, by purchasing a home within the community, each owner covenanted and agreed to pay assessments to the Association for their pro rata share of the Association's common expenses; and

WHEREAS, there is a need to clarify and ratify orderly procedures previously in effect for the collection of assessments which remain unpaid past their due date since delinquent assessments pose a serious financial and administrative burden on the Association.

NOW, THEREFORE, BE IT RESOLVED that the duly elected Directors of the Association have adopted the following procedures, rules and regulations for the collection of assessments:

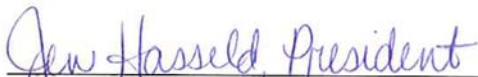
1. Assessments are due and payable in advance for each fiscal year monthly, with the due dates being the 1st day of January and of each month thereafter. Collections shall be handled by the Association's property management company.
2. To be deemed timely, payments must be received (not just postmarked) by the due date at the office or P.O. Box of the Association's property management company.
3. A "Reminder Notice" shall be mailed to owners who have not paid on or after the 15th day after the applicable due date.
4. Any payment or installment not received within 15 days after the applicable due date shall result in a late charge of \$35.00 being added to the delinquent owner's account for which the owner is responsible, which shall be deemed a part of the indebtedness to the Association.
5. An "Overdue Notice" shall be mailed to owners with a delinquent balance on or shortly after such 15 days which shall include the late charge, giving the owner 15 days to pay the delinquent assessment and the late charge.
6. A "Final Notice" shall be mailed by first class mail on or shortly after 30 days of the date of the Overdue Notice. This Final Notice shall advise the owner that unless payment in full is received within 30 days of such notice, the matter may be referred to the Association's attorney at which time the owner will be responsible for all attorney's fees, expenses, and court costs. All of the Association's collection costs and expenses incurred, including a collection cost/administration fee to its property management company, which is presently \$75.00, will be added to the account and shall be deemed to be a part of the indebtedness owed to the Association. The property manager's collection cost is to pay for the manager's additional time and expenses related to handling the delinquent account and dealing with the Association's attorney.
7. If an owner is still delinquent 30 days after the date of the Final Notice, the matter may be turned over to the Association's attorney with instructions to pursue the collection thereof in the manner recommended by the Association's attorney. Thereafter, all communications by the delinquent owner must be directed to the attorney.
8. Any payments received at any time for less than the full amount then due shall not be accepted as full payment.
9. Payments received will be applied in the following order: (1) attorneys fees, court costs and expenses incurred by the Association, (2) collection costs of the Association's property management company, (3) late charges, (4) charges incurred by the Association for "bounced" or "stopped payment" checks, then (5) outstanding assessments.


HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC.  
Board of Directors  
Action by Unanimous Written Consent  
February 15, 2011

The undersigned, being all of the Directors of the Hunters Glen Condominium Association, Inc. ("Association"), hereby take the following corporate action by unanimous written consent, in lieu of a special meeting for such purposes:

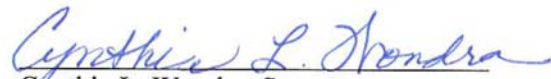
RESOLVED THAT, the Association hereby adopts and affirms the Delinquency Policy Resolution, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

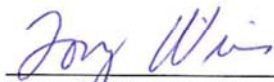
Dated: February 15, 2011

  
\_\_\_\_\_  
Jennifer Hasseld, President

  
\_\_\_\_\_  
Malcolm Baker, Vice President

  
\_\_\_\_\_  
Patricia Johnson, Treasurer

  
\_\_\_\_\_  
Cynthia L. Wondra, Secretary

  
\_\_\_\_\_  
Tony Willis, Member at Large

  
\_\_\_\_\_  
Lois P. McGuffey, Member at Large

  
\_\_\_\_\_  
Mark A. Seeley, Member at Large