



# LIONS HEAD CONDOMINIUM ASSOCIATION, INC.

## Rules and Regulations

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March 2017

# **Lions Head Condominium Association, Inc.**

## **Rules and Regulations**

According to the Lions Head Condominium Association (“LHCA”) Declaration and By-Laws, the Board of Directors may adopt Rules and Regulations for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners of the Property. LH Declaration, Section 5.07(e).

The LH Declaration and Rules and Regulations are enforced by the Board of Directors through the Grievance Process, pursuant to IC 32-25-8.5. (Statutory Grievance Process attached hereto as Exhibit “1”).

### **Monthly Dues and Late Fees**

Monthly dues are payable by the 10<sup>th</sup> of each month. If your dues are not received by the 10<sup>th</sup> day of each month, a \$35.00 late fee is assessed. LH Declaration, Article X, Section 10.3.

### **Smoking**

Smoking is prohibited in all common areas at Lions Head.

### **Clubhouse**

The clubhouse is available for rental to residents. To reserve the clubhouse, contact the Management Company. All rentals require a signed rental agreement and payment of the rental fee in advance. The fee for one day is \$150.00. If you wish to rent the clubhouse the day prior for set-up, it can be rented for the entire day for a fee of \$150.00 or from noon – 10:00 p.m. for a fee of \$75.00. The swimming pool is not available to rent. Service animals are permitted in the clubhouse. The Indianapolis Fire Marshall has placed an occupancy limit of 49 people in the clubhouse. Rules for the clubhouse rental are included in the rental agreement.

### **Swimming Pool**

LHCA is required to follow the laws set forth for semi-public swimming pools imposed by the Marion County Board of Health. Each year these rules are published and distributed to owners. Please abide by the rules for your safety and the safety of others.

The swimming pool is for the exclusive use of Lions Head owners/residents and their guests. The pool season begins Memorial Day and runs through Labor Day. Guests may use the pool only when the resident is present on the Lions Head complex. The number of guests is limited to four persons per unit at any one time. Guests bringing guests is strictly prohibited.

LHCA prohibits boating, fishing, swimming, sledding, or ice skating in or on the pond.

### **Wildlife**

Do not feed any wildlife on the grounds or on the lake, such as ducks and geese. Squirrel and rodent-proof bird feeders are permitted, but sunflower seed is prohibited.

### **Parking**

Parallel parking along the curbs and in front of buildings is prohibited. Guest parking spaces are located in front of, or near, all buildings. Do not park in front of curbs with yellow paint.

### **Carpports**

Each unit is assigned one carport. Additional carports are available to rent. Contact the Management

Company for details. Carports are located within the common area and maintained solely by LHCA and, therefore, ***storage of any items in carports is strictly prohibited***, and nothing can be hung from the rafters. This includes bicycles.

### **Garages**

Occasionally garages are available for rent. If you wish to be placed on the garage waiting list please contact the Management Company.

Garages, like carports, are located within the common area of Lions Head and are owned, governed and maintained by LHCA. Therefore, unit owners do not have title or ownership rights to a garage and may not claim so in the sale of a unit or by leasing a garage to another unit owner. Upon selling a unit the possession of the garage is returned to the LHCA for disposition to the first Unit Owner on the garage waiting list.

If you rent a garage, hazardous materials and chemicals cannot be stored within the confines of the garage.

### **Vehicles**

Vehicles at Lions Head are limited to licensed vehicles. Recreational vehicles are not permitted on the property due to limited parking space. No vehicle may be left unlicensed or stored on the property. Vehicles covered for the season can only be parked in carports and not in front of buildings. Stored, unregistered, or broken down vehicles are subject to towing.

Vehicles may not be advertised for sale on the property, nor may Unit Owners perform maintenance on their vehicles while on the property. This includes washing of vehicles.

### **Speed Limit**

The posted speed limit is 18 miles per hour for the safety of the residents. Please abide by the speed limit.

### **Gates and Gate Transmitters**

The privacy gate on Lions Head Drive (main entrance) is for the security and safety of Lions Head Unit Owners. The King George Drive gate is for emergency vehicles only. If you or your guests cause damage to either gate you will be held responsible for the cost of repair. Should the gate malfunction, please notify the Management Company.

### **Bicycles**

Bicycles are to be ridden only on the streets and standard traffic laws should be obeyed.

### **Donations**

Donations of furniture, household items, or decorations to the Clubhouse must be pre-approved. Please contact the Management Company for details. Please do not leave items, with the exception of books, at the clubhouse.

### **Trash, Recycling and Dumpsters**

Trash is collected curbside by 10:00 a.m. on Tuesday and Friday. Curbside trash pick-up is for bagged trash only. Do not leave boxes curbside. All boxes must be broken down and taken to the dumpsters. Cat litter must be double bagged. Severe weather, indicated by the National Weather Service, may disrupt trash collection.

The dumpsters are strictly for residential trash. Computers, small appliances, and furnishings of any kind, are strictly prohibited in the dumpsters. Moving boxes, unless broken completely down, and construction trash, are strictly prohibited. All trash must be placed in the dumpsters. Do not leave anything outside of the dumpster.

### **Air Conditioner/Furnace/Humidifier Inspections**

For your safety, all residents are required to have semi-annual furnace, air conditioner and humidifier (if present) inspections. Air conditioner inspections are to be completed by June 20 and furnace inspections completed by December 20. Following inspection, send your maintenance receipt to the Management Company.

***If you require a new furnace or air conditioner, please notify the Management Company as common area electrical, gas lines and duct work must be considered in any new installation.***

### **Maintenance of Dryer Vents and Hoses**

For the purpose of fire and life safety, Unit Owners are encouraged to clean lint traps following each usage and have dryer vents cleaned annually.

### **Fireplaces**

Unit owners should use common accepted practices when utilizing the fireplaces. If you have a fireplace, an annual inspection should be performed. Chimney experts recommend using only creosote logs.

### **Smoke Detectors and Fire Safety**

Pursuant to IC 22-11-8-3.5, each unit **must** be equipped with a smoke detector and it is the unit owner's responsibility to maintain and replace the batteries annually. It is recommended that smoke detectors be replaced every ten (10) years. The LHCA maintains all common area smoke detectors, fire extinguishers and the red Fire Pull stations. LHCA does not provide batteries for Unit Owner smoke detectors.

Red Fire Pull stations are in each building adjacent to the interior front door. If you detect smoke or fire, pull the alarm immediately to notify all residents to evacuate the building and call 911. Should the common area detector(s) sound an alarm, immediately call 911.

***NOTE: Common area smoke detectors and the red Fire Pull Stations are not hardwired and will not notify the fire department of imminent danger. You must call 911.***

Candles, even those that are decorative, are not permissible in the common areas. (Indiana Fire Code 2014, Section 806.4) This is a violation of the Indiana Fire Code.

The red Fire Pull stations must always be accessible, unobstructed, unobscured and visible at all times. (Indiana Fire Code 2014, Section 907.4.2.6) Do not place any decorative items in front of the red Fire Pull Stations or Fire Extinguishers. This is a violation of the Indiana Fire Code.

Unit furnace closets and storage areas are not to be used to store chemicals and/or hazardous materials.

### **Fireworks**

Fireworks are strictly prohibited at Lions Head.

### **Gas Appliances**

Gas appliances that require a new gas line are not permitted.

### **Plumbing and Drains**

Unit Owners are responsible for the plumbing serving their individual unit. Plumbing that serves more than one unit is the responsibility of the LHCA. If your plumber believes the problem is within the plumbing responsibility of the LHCA, call the Management Company's maintenance line and report the problem.

Keeping drains clear and functioning smoothly will limit plumbing back-ups. ***DO NOT use Drano, Liquid Plumber or any other chemical in the drains.*** Sanitizing soaps are also hazardous to the drains and pipes because they kill the natural bacteria that break down waste.

Garbage disposals are one of the main causes for drain clogs and subsequent sink back-ups and water damage to your unit and possibly the unit below you. High horsepower disposals do not prevent back-ups and clogs. Please do your part in limiting what you put down your sinks. Do not put grease, egg shells, bones, potato peels, bones, celery, hair or pasta down your garbage disposal. When using your garbage disposal rinse with plenty of cold water to insure the drain lines are flushed of all food items. Nothing should be flushed down the toilets with the exception of toilet paper. Most units have two bathrooms and if one bathroom is rarely used the pipes become dry. It is therefore important to run water in sink and tub/shower weekly and flush the toilet to prevent sewer gas odor.

When the outside temperature drops below zero, open cabinet doors to expose the plumbing to interior heat and run a slight trickle of water from faucets. No running water in the winter could be a sign of frozen pipes. Notify the Management Company immediately if this occurs.

If you leave your residence during the winter months, please notify the Management Company of your departure and ask a family member or neighbor to care for your plumbing during severely cold weather.

### **Sewer/Drain Back-Ups**

If you experience a sewer or drain back-up, contact the Management Company immediately. If there is interior damage to your unit, you must notify your insurance company immediately. If the back-up was created by common area plumbing, LHCA is responsible for repairing the cause of the back-up only. Your insurance policy (HO6 condominium policy) provides for replacement or repair of all interior damage. (Reference: Legal Opinion, Laura Conway, Thrasher, Buschmann & Voelkel, P.C., dated January 18, 2017.)

### **Electric/Wiring**

A unit owner is responsible for all electric wiring from the point that it enters the unit. Any major wiring or rewiring required within a Unit must be approved through a Request for Change Form which is submitted to the Management Company.

### **Common Area Mailboxes**

Please keep your mailbox, and the bin underneath, clear. If you lose your mailbox key, call the Management Company for a replacement. A fee will be billed to the owner for the additional key.

### **Pet Policy**

Please refer to the LH Declaration Article VII, Section 7.01(f) for limitations on pets and disturbances caused by pets. Unit Owners are limited to one dog and two cats.

All animals are required to be on a leash when they are outside of your unit. This leash should not exceed 6 feet in length or be retractable. No dogs are permitted to be tethered outside or unattended

on balconies or patios. Residents are required to pick-up after their pet and dispose of any waste in the dumpster located throughout the community. ***Kitty litter is to be disposed of in the trash. Do not flush down the toilet, even if it says it is flushable.***

### **Balcony/Patio**

Your patio or balcony is considered a limited common area (an area created for the exclusive use of one Unit) and therefore the Unit Owner's sole responsibility to maintain that limited common area. If the area is in need of repair, pursuant to the Declaration, the unit owner will be notified by Management Company of any required repairs. If the repairs are not made, the Board of Directors can direct the repairs to be made to maintain the aesthetics of the community and bill the owner for any such repairs. (LH Declaration, Article IV, Section 4.06 (b)(iii).)

Unit owners with wrought iron or decorative fencing beyond the concrete patio must maintain the fence, grass, and any gardens.

All patios are to be kept clear of debris, and may not be used for extended storage. Only exterior grade patio furniture may be used on patios. You may not place patio furniture or deck chairs in or on the common area courtyards.

### **Propane/Gas Grills**

Per the Indianapolis Fire Marshal, gas/propane grills are not permitted on balconies and patios. Only electric grills are permitted on balconies and patios. There is a grill at the clubhouse for residents to utilize on a first-come, first-serve basis. When utilizing the community grill, please clean it after each use, clean the cooking utensils, turn-off the propane tank and cover when cool.

### **Alterations (Exterior)**

In order to preserve the architectural and structural integrity at Lions Head, exterior alterations, renovations or improvements must have prior approval from the Board of Directors. Before making changes to the exterior of your unit such as doors (including painting and refinishing), storm doors, windows and patios a Request for Change Form must be submitted to the Management Company for approval.

**Note:** Window replacements must be white exterior, double hung, with nine grids in the upper section and six grids in the lower. Kitchen windows are to be white exterior, double hung with six grids on upper and lower. Interior window coverings should be solid white backing/lining.

Outdoor carpet on common area entryway steps and landings is prohibited.

Unit Owners who wish to landscape around patio areas, turning common area into limited common area, must complete a Request for Change Form and send it to the Management Company for approval by the Board of Directors. Unit Owners applying for changes to common area will become responsible for annual maintenance of the area. When the property is sold, the new Unit Owner must agree to continued maintenance, or the limited common area must be returned to its original state.

### **Alterations (Interior)**

Interior alterations always require that a Request for Change Form be submitted to the Management Company. This submittal will insure that any contractor working on a building is properly insured and advised of the Contractor Rules & Regulations.

Should remodeling occur or an appliance require replacement, the process may involve turning off a

specific utility to an entire building and all unit owners must be given notice. In these situations, Unit Owners must contact the Management Company so affected residents are given adequate notice.

### **Sale or Lease of a Unit**

No unit may be purchased for the sole purpose of renting or leasing.

If a Unit Owner desires to sell their unit they are required to provide the management company with the realtor's name and telephone number. (LH Declaration, Article VIII, section 8.01). ***For Sale signage is not permitted anywhere on the interior of the LH property. This includes windows of units for sale.*** If your property is scheduled for an Open House, the realtor may stage one *Open House* sign next to the front entrance of LH on the day of the Open House and the three (3) days prior and in front of the Unit on the day of the Open House. Realtors must contact the Management Company no later than noon on the Wednesday before the Open House to schedule the gates to be open.

All leases and rental agreements must comply with the LH Declaration. Unit Owners that are leasing units must send a copy of the Lease/Rental agreement to the Management Company. Tenants must abide by the LH Declaration and these Rules and Regulations. If that does not occur, the Management Company will contact the Unit Owner to enforce the Rules & Regulations. The Unit Owner is responsible for providing the tenant with copies of the documents stated herein.

### **Snow and Freezing Temperature Protocol**

If a Snow or Freezing Temperature Warning is issued by the National Weather Service, the Association asks all Unit Owners to abide by this protocol for your safety and that of others in the community.

#### ○ **Parking**

- Please use carports and garages for parking. Cars parked in parking areas prevent snow removal.
- If your car must be parked in the parking areas, please insure your car does not hang over the sidewalk so that the sidewalks can be fully plowed and prevent damage to your vehicle.

#### ○ **Plowing**

- When 2" of snow has fallen, the Management Company will organize snow removal with the Association's contractor. Depending on the predicted number of inches, a determination will be made when to begin plowing. If a winter blizzard or heavy snow storm is predicted, plowing will be delayed.
- During a snow event, parking areas marked with orange cones are designated areas for the snow. Please do not park in these areas.

#### ○ **Sidewalks**

- Prior to a snow or ice event, a spreader will be used to disperse ice melt. Buildings and bungalows also have individual ice melt containers and are responsible for spreading salt outside of their doors and on walkways to individual buildings. Bungalow owners, please leave your salt containers outside your front door for refilling.
- For owners using ice melt, please sprinkle lightly and do not throw on the shrubs or grass as it will kill the landscape.
- Ice melt is not pet safe. Please take precautions when walking your pets. Use the courtyard walkways, they receive less treatment than the main sidewalks. Wash your pet's paws when returning from a walk. This also helps remove ice from between their pads, which can also cause problems for your pet.

- If a trash day occurs during a snow event, do not place trash bags on the sidewalk as it will prevent snow removal. Depending on the size of the event, trash removal may be cancelled. If it is not, please place your bags in the yard close to the sidewalk.

## **Lions Head Condominium Association Procedure for Grievance Dispute or Claim between Unit Owners**

Pursuant to Indiana law, effective July 1, 2015, the following procedure has been adopted by the Lions Head Homeowner's Association in accordance with I.C. 32-25-8-5. The legislative intent of this law is to empower individuals to resolve homeowner disputes without the interference from the Court systems and must be adhered to before a lawsuit or administrative proceeding may be filed.

a. **Notice of Claim.** The claimant is required to give notice to the alleged violator by certified mail, return receipt requested and must be sent by the Unit Owner to the alleged violator. Said Notice shall include the following information.

1. The nature of the alleged claim or violation, including the date, time, location, persons involved, and the alleged violator's role in the claim or violation.
2. The basis or reason for the alleged claim or dispute, including the provision(s) of Declaration, the Rules and Regulations, or By-Laws or other authority from which the alleged claim or dispute arises.
3. How to resolve or correct the alleged claim or dispute.
4. Notification to the alleged violator of the right to meet with the claimant face-to-face to discuss the alleged claim or dispute if such a request is made within ten (10) business days from the date of the notice of the alleged claim or dispute was received by the alleged violator; and,
5. The name and address to send the meeting request under subsection (4).
6. If a meeting is requested within ten (10) days then the claimant and the alleged violator shall agree upon a time and place to discuss the alleged dispute. The parties shall negotiate in good faith at such meeting. All parties shall also have full access to any property that is part of the alleged violation(s). In the event the corrective action requires access to the other parties' property, access shall be provided.

b. **Impasse.** In the event of an impasse, either party has ten (10) days to request mediation or binding arbitration. The party requesting such mediation or binding arbitration shall be responsible for all costs of such mediation or arbitration. An impasse shall be characterized by the following:

1. The alleged violator does not request the face-to-face meeting within the required ten days.



2. Either party fails to appear at the face-to-face meeting that was properly requested. 3. The parties conduct the meeting as agreed upon and cannot agree to settle the alleged claim or dispute.

c. **Further proceedings.** If neither party requests a mediation or arbitration within the required time frame after an impasse is reached the claimant may then file a lawsuit or administrative action against the alleged violator. Only after all the above procedures are followed and satisfied may a lawsuit or administrative action be filed by the claimant.

d. **Attorney's fees and Costs.** With the exception of the lawsuit allowed, the requirement that the requesting party pay for the mediation or arbitration, or except as otherwise provided herein, each party shall bear its own costs for completing the actions under this procedure.

e. **Settlement Agreements.** In the event an agreement is reached in the meeting held, such agreement shall be in writing and signed by both parties. In the event either party fails to abide by the terms of the agreement, the non-breaching party may file a lawsuit or administrative action to enforce the terms of the settlement agreement.

1. The prevailing party in any lawsuit or administrative action to enforce the settlement agreement shall be entitled to recover its court costs, attorney's fees, and other reasonable costs.

f. **Authority of Board of Directors.** The Board of Directors shall have authority to do all of the following without approval of the Owners:

1. Negotiate settlements of claims, violations, disputes and/or legal proceedings;

and

2. Execute settlement agreements, waivers, releases of claims, or other

documentation resulting from a proceeding under this Section.

g. **Operation of Release.** Any release which is obtained by an alleged violator only operates as a release regarding the parties to that release and does not release the alleged violator from any other potential claims brought by other parties.

## **Disputes Defined**

**Disputes:** This Section governs any claim or dispute regarding:

i. The interpretation, application, or enforcement of the Articles, the Declaration, the Rules and Regulations, or the By-Laws;

- ii. The rights or duties of the Association or the Board of Directors under the Articles, the Declaration, the Rules and Regulations or the By-Laws;
- iii. The maintenance of Lion's Head; and/or
- iv. Other matters among the parties which involve the Association and/or Lion's Head.

**Exempt Disputes:** The following claims and/or disputes are exempt from this Section:

- i. Any claim or action by the Association regarding unpaid dues or assessments;
- ii. Any action by any party to obtain a temporary restraining order or other emergency relief;
  - 1. To maintain the status quo and protect the party's ability to enforce the Articles, the Rules and Regulations, the Declaration or the By-Laws; and
  - 2. When an emergency condition exists that jeopardizes the health or safety of any residents within Lion's Head.
- iii. A lawsuit regarding a claim or action that cannot be completed within the time frame of this section before the statute of limitations would expire unless the parties have agreed to toll or suspend the statute of limitations in order to complete the grievance procedures in this Section;
- iv. A dispute that is required by law, contract, warranty agreement, or other instrument to go through mediation, arbitration, or other form of alternate dispute resolution before a lawsuit is filed; and
- v. A claim that is substantively identical to:
  - 1. A previously addressed claim between the parties; or
  - 2. A claim that has already been resolved in court in favor of one of the parties.