

GENTRY QUARTERS

HOMEOWNERS' ASSOCIATION HANDBOOK

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GENTRY QUARTERS HOMEOWNERS ASSOCIATION (GQHA) HANDBOOK

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CONTACT INFORMATION

MAINTENANCE MANAGER:

TEMPO Properties, Inc.
231 S. Rogers St.
P.O. Box 5727
Bloomington, IN 47407
Phone: 812-336-2026
Email: info@tempopropertiesinc.com

GENTRY QUARTERS INSURANCE AGENT:

Brent Crider
Indiana Farm Bureau Insurance
211 Chestnut Street
Columbus, IN 47201
812-372-4483 ext. 2109

GENTRY QUARTERS ACCOUNTANT:

Mike Rogers Accounting
1925 N. Kinser Pike
Bloomington, IN 47401
812-331-0540

GENTRY QUARTERS HOMEOWNERS ASSOCIATION BOARD OF ADMINISTRATORS:

President:	Bruce Speth
Vice President:	Ben Duncan
Secretary:	Jim Powers
Treasurer:	Brent Weiger
Member At Large:	Bob Runge

GENTRY QUARTERS ADDRESS:

Gentry Quarters Homeowners Association
P.O. Box 1543
Bloomington, IN 47402

IF YOU HAVE A PROBLEM WITH YOUR UNIT AT GENTRY QUARTERS:

1. If you are a renter, contact the owner of your unit.
2. If you are an owner and have a repair or maintenance problem in your unit, arrange for a contractor or service person to correct the problem.
3. If you are an owner and have a problem which has a source in another unit, contact the owner of that unit to arrange for a contractor or service person to correct the problem.
4. If there is a common area problem, contact the managing agent, TEMPO Properties, Inc. at 812-336-2026.

GENTRY QUARTERS COMMUNITY LIVING

Welcome to Gentry Quarters! This handbook summarizes some of the rules designed to promote courteous and neighborly living. Your cooperation will enhance the appearance and maintain a friendly spirit which enables Gentry Quarters to be a pleasant place of residence of which we can be proud. For a complete statement of rules and regulations, consult the Gentry Quarters Condominium Documents, of which each owner should have a copy, and the minutes of the Gentry Quarters Homeowners Association.

I. COMMUNITY RULES

A. APPEARANCE

1. Except for original construction, no building, fence, sidewalk, drive, walk or other structure shall be erected, installed, placed, altered or maintained nor shall any exterior addition to or change (including change of color by painting or decorating of the exterior) or alteration be made in any building without prior approval as provided for in the condominium documents.
2. No owner shall interfere in any manner with any portion of the common lighting apparatus on or about the building.
3. No entrance, stairway or any other portions of the common areas shall be decorated by any owner or occupant without prior consent of the Board of Administrators.
4. No article shall be placed in the entrance or stairways nor shall anything be hung or shaken from the balconies or placed upon the window sills of the buildings. No clothing or other article, including bathing suits or towels, shall be hung in the patios, porches, or the entrance way, from fire escapes, or in any other common area.
5. Each owner shall keep such owner's condominium unit in good state of repair and cleanliness and shall not sweep or throw or permit to be swept or thrown there from, or from the doors, decks or windows thereof, any dirt or other substances. However, the owners shall keep all decks and private walks clean.
6. No exterior shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about the buildings, common areas, balconies or private patios except such as shall have been approved by the Board of Administrators. Non-traditional interior window coverings must be approved by the Board. Reflective window coverings are prohibited.
7. No radio or television aerial shall be attached to or hung from the exterior of the buildings without written approval of the Board of Administrators.
8. Satellite dishes will be allowed in common areas under the following conditions: 1) The owner must pay a one-time \$100 fee to the Association; 2) The owner must pay the cost of installation; 3) The Board must approve the installer and placement of the dish.
9. No sign of any kind shall be displayed to the public view from any unit or from the common area and facilities, including **For Sale** and **For Rent** signs.
10. The Board of Administrators reserves the right to install bulletin boards. Information posted on the boards must have Board approval. Unauthorized notices will be removed.
11. Nothing shall be altered to, constructed in, or removed from the common areas and facilities except upon written consent of the Board of Administrators.
12. Entrance doors should not be left propped open. Garage doors must be kept closed to minimize theft and vandalism.

13. No exterior lighting is allowed to be attached to the building. Lighting to the interior of the screen porches is allowed as long as it is safe, tasteful, and not excessive, i.e. seasonal.
14. Bird feeders are approved if excess and waste are contained. No other wild animal feeding is allowed to prevent attraction of vermin.

B. PARKING AND STORAGE

1. Motor vehicles may be parked only in designated parking areas.
2. Parking is prohibited in fire lanes or other unauthorized areas.
3. An owner or renter must not permit his guests or members of his family to use parking spaces assigned to others, nor to park in driveways of other units.
4. No vehicle belonging to any owner, renter, nor to any member of the family or guest or employee of any owner shall be parked in such a manner to impede or prevent ready access to another owner's driveway or parking space. The owners and renters, their employees, agents, visitors, licensees and their families will obey all posted parking regulations, and all other GQHA traffic regulations which provide for the safety, comfort, and convenience of the residents. Violators will be towed at their expense.
5. No boats, campers, travel trailers and boat trailers, mini bikes, or other such items shall be parked or stored in automobile parking areas nor any other part of the premises.
6. Boats, large RVs, campers, trailers, vans, and like vehicles may not be parked on the premises except in cases of arrival or departure and then for a limited time only.
7. Guest parking is designed for temporary parking and not as a substitute for a garage. Any vehicle which remains parked in the same area for more than 72 hours is subject to be towed at owner's expense. Any vehicle parked in any of the lots must be operable and have a current license plate. Vehicles with expired plates, flat tires, or other encumbrance shall be towed without prior notice.
8. No bicycles, scooters, baby carriages, or similar vehicles or toys or other personal articles, including charcoal grills, shall be allowed to stand in the entrances, stairways, parking lots, pool, or grass areas. Such items must be kept in storage areas or inside the unit.
9. An owner or renter utilizing the limited common area of the garage spaces must at all times permit access from the interior hallway door to ALL garage bays of other owners or renters. This access can be a simple pathway at either the front or back of the bay to allow others to safely walk through to access their area. Owner or renter also assumes all risk of theft and damage to personal belongings as well as damage to another owner's or renter's personal belongings should you cause that damage directly or indirectly by not safely storing items in the limited common area of the garages

C. DISTURBANCES

1. No owner shall make or permit any noise that will disturb or annoy the occupants of the buildings or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners. Excessive party noise is prohibited after 10:00 p.m. Sunday-Thursday and after 12:00 midnight on Friday or Saturday.
2. Loud stereo systems or amplifiers may not be played or operated at any time from balconies, porches or patios in a way that will disturb neighbors or other residents or guests.
3. No hunting or discharging of firearms shall be permitted.

4. No noxious or offensive activity shall be carried on in any unit, or in the common areas and facilities.
5. Unit owners shall be responsible for damage and disturbances caused by themselves, their renters or their guests.
6. In instance of disturbances of the peace, the police should be called (812-339-4477) and the managing agent notified.

D. TRASH REMOVAL

1. All garbage and trash shall be deposited in the receptacles provided. All garbage should be sacked and placed in the receptacle and not beside or on top of the receptacle.
2. Garbage or trash must not be stored, even temporarily, within the hallways or outside the door of a unit.

E. SWIMMING POOL

1. Use of the pool is restricted to Gentry Quarters owners and guests only.
2. All persons swim at their own risk. The Association is not responsible for personal injury.
3. Children under 14 years of age must be accompanied by an adult at all times.
4. Proper swimming attire is required.
5. Running, horseplay, dunking or undue splashing is prohibited.
6. If there is a problem with pool equipment or misconduct by users, contact the managing agent.
7. Pets are not allowed in the pool area, under violation of state law.
8. Glass and breakable containers are not allowed.
9. The GQHA has the authority to expel or deny admittance to any person violating pool rules or who is guilty of improper conduct.
10. Loud stereos are not allowed in the pool area.
11. Personal property must not be left in the pool area.
12. The pool closes at 10:00 p.m. Trespassers will be subject to fine and prosecution.

F. DOGS, CATS AND OTHER PETS

1. All outdoor pets must be registered with the Association.
2. All pets must be kept on a leash at all times when outside.
3. Owners shall be held responsible for the actions of their pets and of guests' pets and pay for any damages caused by them.
4. **Owners must remove and clean up all pet waste.** Pet waste must not be left on the walks, lawns or in flower beds. "Pooper scoopers" or the equivalent, are required.
5. **Any owner who does not clean up after their pet, or whose tenant does not clean up after their pet, is subject to a \$50 fine for each occurrence.**
6. Pets must not be kept for prolonged periods of time on screened-in porches, decks, patios, nor staked out on the lawns or flower beds.
7. Excessive barking is not permitted.

G. RENTERS AND GUESTS

1. Occupancy of units rented will be limited to two persons per bedroom with a maximum of four (4) persons per unit.
2. Rental units may not be used for large parties, business meetings, or other large gatherings.

3. Renters and guests in repeated violation of the rules of GQHA may be asked to leave or relocate, and/or be subject to fines.

H. GENERAL

1. No owner shall use any employee of the Board of Administrators for private benefit of the owner.
2. Owners and renters shall be held responsible for the actions of their children, their guests and their pets.
3. Comments regarding the service of buildings and grounds or regarding actions of other owners may be made in writing to the GQHA Board of Administrators or to the managing agent.
4. The rules of GQHA may be added to or repealed at any time by the Board of Administrators.
5. Each owner has the right to question the presence of any other person suspected of not belonging in the pool areas or within any building or on the grounds of Gentry Quarters. The managing agent should be notified of any suspicious activity.
6. Nothing shall be done or kept in any unit or in the common areas which shall increase the insurance rate.
7. Appliances in each unit are the sole responsibility of each unit owner. For assistance, owners should contact reliable repair and service individuals.

I. SAFETY

1. Charcoal grills are not to be used on any screened-in porch, deck, balcony or any walkway areas adjacent to any building. Charcoal grills should never be used or left on a fire escape.
2. Fire escapes are for emergency use only and are not to be used for any other purpose such as lounging or as a normal entrance or exit.
3. Fire escapes should never be blocked in any way.
4. In those units whose patios or porches provide access to the fire escapes, nothing is to be stored or done which will restrict emergency access to the fire escapes.

J. RENTAL UNITS

Unit owners are responsible for the actions of renters, their guests and families. All leases must have attached to them a copy of the **Gentry Quarters Homeowners Association Handbook**. Be sure to make the handbook a part of all leases. In particular, renters should be aware of regulations relating to parking, noise, and pets and to other problems likely to disturb other residents.

The attached Registration Sheet **MUST** be completed and sent TEMPO Properties Inc., 2676 East 2nd Street, PO Box 5727, Bloomington, IN 47407 at time the unit is rented. Failure to register your tenants will result in fines.

II. HOMEOWNER RESPONSIBILITY FOR BUILDING MAINTENANCE AND REPAIR

A. EXTERIOR BUILDING MAINTENANCE AND REPAIR

1. Notify the management agent for all building problems that are the responsibility of the GQHA. No owner shall make exterior repairs without written permission of the Board of Administrators.
2. The Board will not authorize payment for repairs unless they have approved the repair in writing.

B. INTERIOR MAINTENANCE AND REPAIR

1. Each unit owner shall maintain, repair, and replace at his sole cost and expense all portions of his unit and the limited common areas appertaining to such unit which may become in need, including the heating or air conditioning system.
2. Each unit owner shall further be responsible for all damage to any and all other units and/or common areas and facilities that his failure to do so may engender.
3. Air conditioning units, laundry facilities and other similar plumbing should be maintained and kept in good repair, to minimize the possibility of water damage to units beneath or adjacent to their own.

C. INFORMATION ABOUT OWNERSHIP OR RENTAL UNITS

Each unit owner must provide the Homeowners Association with the following information:

1. Name, address and telephone number of the owner.
2. Notification of the sale of a condominium, together with the name, address and telephone number of the new owner.
3. Notification of transfer of a garage unit, including a copy of the transfer document in addition to the name and address of the new owner.
4. Notification that a condominium is being rented, together with the name, address and telephone number of the renter and all tenants. Also, if pets are allowed, type of pet.
5. The owner must provide the management agent with a copy of the key to the unit in the event a lock is changed.
6. The owner must complete the attached rental registration form and return it to TEMPO Properties, Inc. as stipulated in Section J.

III. WINTERIZING

A. WHEN YOU ARE AT HOME DURING EXTREMELY COLD WEATHER

1. Let the faucets drip to keep the water moving in the pipes.
2. Open sink cabinets in the kitchen and bathrooms to let heat around the pipes.

B. WHEN YOU ARE NOT AT HOME DURING EXTREMELY COLD WEATHER

1. Open the closet door to the washer and water heater.
2. Set thermostat no lower than 60 degrees.
3. Turn off the main water line to the unit which will eliminate any water leaking into the unit if there is any damage to the water lines

C. GARAGES

1. Garage doors must be kept closed at **ALL** times when not in use.
2. Heaters in some garages are installed for maintenance purposes and are **NOT** to be touched except by board members or management personnel.

IV. COLLECTION POLICY, DELINQUENT FEES, VIOLATIONS

A. COLLECTION OF ASSESSMENT

The by-laws of GQHA empowers the Board of Administrators to take whatever legal action is necessary to collect past due fees and recover all other expenses incurred, including legal fees.

B. 30 DAY COLLECTION POLICY

1. Thirty (30) days after the unpaid balance for a particular quarter is due, the homeowner will be notified by mail that their account is delinquent and a late fee will be assessed at 21% annual interest rate. Forty (40) days after assessment is due, a certified overdue notice will be sent. A \$25.00 fee will be charged for this certified notice. Nonpayment of the delinquency will result in additional late fees and placing a mechanic's lien upon the unit in the amount of the assessment for the entire year within twenty (20) days of the postmark on the certified notice. This action will be taken without further notice to the homeowner if the balance of any subsequent assessment remains unpaid for more than sixty (60) days.
2. If a mechanic's lien is filed, the homeowner will be charged \$100.00 for the filing fee.
3. Within thirty (30) days of the filing of the lien, foreclosure proceedings will be initiated. These proceedings will result in the sale of the unit at a sheriff's auction.

C. HYPOTHETICAL DELINQUENCY CHRONOLOGY

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|-----------------------|---|
| 1. January 1 | Assessment due |
| 2. January 31 | Assessment deemed overdue. Late fee charged. Second billing mailed. |
| 3. February 10 | Certified overdue notice sent. \$25 charge assessed. |
| 4. February 28 | Mechanic's lien filed. Amount deemed due accelerated for entire year. Late fee charged in addition to \$100 filing fee for mechanic's lien. |
| 5. March 30 | Foreclosure proceedings initiated. No further notice to owner |

D. FINES AND ENFORCEMENT PROCEDURES

In instances where the Board deems fines are appropriate, the following schedule will be followed:

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|--------------------------|---|
| First violation: | Written warning sent to unit owner. |
| Second violation: | \$50.00 fine to be paid by unit owner. |
| Third violation: | \$100.00 fine to be paid by unit owner. |
| Fourth violation: | \$150.0.0 fine to be paid by unit owner and thereafter. |