

**WINSTON ISLAND WOODS  
CONDOMINIUMS  
Indianapolis, Indiana**

**RULES & REGULATIONS**

**UPDATED November 4, 2019  
(to include updated 2017 Delinquency  
Procedure and Parking Policies)**

# WINSTON ISLAND WOODS RULES AND REGULATIONS

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# RULES & REGULATIONS

## OVERVIEW

The term *resident* as used herein shall mean the owner or any lessee in possession of a dwelling unit in Winston Island Woods. Rules and regulations will be communicated to residents and unit owners through this document. Any future changes or additional rules and regulations adopted by the Board of Managers will be communicated to the residents and unit owners in a letter mailed first class, or publication and distribution of a revised version of the *Winston Island Woods Rules and Regulations*.

If a resident violates a rule and/or regulation after that rule and/or regulation has been communicated to all of the residents, he/she will receive ***one warning*** in writing from our management company. The second and all subsequent violations of the same rule and/or regulation will carry a \$50.00 fine for each infraction. Any fine will be added to the monthly assessment fee and will be subject to additional late charges as the Board of Managers may determine. Unit owners who do not pay the imposed fines will be subject to legal prosecution. Unpaid fines will be entered as alien on the property.

Any resident receiving a warning or a notification of a fine may contest the warning and/or fine by submitting in writing to the Board his reason for contesting the warning and/or fine. He/she may also appear before the Board at its regular monthly meeting to further explain his/her position. If he/she chooses to appear before the Board, a request to do so should be included in the letter to the Board. The final decision of whether or not there has been an infraction will remain with the Board.

*To report a violator of any of the Rules and Regulations contained in this document, call the current Winston Island Woods Condominium Management Representative at Revel & Underwood 684-3333*

Adopted by The Board of Managers on March 17, 1992  
Amended and Restated by The Board of Managers on:  
1/8/96, 1/20/97 and 3/17/02

## **UNIT OWNER RESPONSIBILITY**

**Unit owners are responsible, at all times, for the observance and enforcement of these Rules and Regulations of anyone living in, renting or visiting their unit.**

### **BEHAVIOR**

#### **General**

Residents are totally responsible for the behavior of their children, their children's friends, guests and pets. Especially as it pertains to:

- a. Trashing the common areas
- b. Parking and Speeding
- c. Swimming and lake use
- d. Damage to common areas such as water areas, buildings, roads, signage, and landscaping,
- e. Damage to vehicles
- f. Damage to other residents personal property
- g. Loud talking, screaming, yelling, loud radios, and audio devices

#### **Noise**

Residents should make a common and sincere effort to control their noise in consideration for their neighbors. Our buildings are built with an insulated *party wall* separating living units. However, noise created from loud TV's, stereos, loud talking and shouting,, pounding on walls and floors, barking dogs, and slamming doors will be transmitted to adjoining units and create problems.

#### **Fireworks**

There shall be no ground level explosives such as: fire crackers, cherry bombs, etc. This does not include sparklers. Any type of aerial ordinance is strictly prohibited.

Our prohibition is related to several factors including; the potential for personal injury, building damage and our setting in a heavily wooded area.

#### **Wildlife Protection**

No act or activity shall be permitted in the common areas or the lake that will create a hostile environment for the wildlife.

#### **Solicitation by Vendors and Others**

WIW property entrances are posted with no solicitation signs to prohibit door-to door solicitation by outside vendors. The no solicitation notice applies to all unit owners, residents and guests as well.

#### **Garage/Yard Sales**

Within the City Limits of Indianapolis, the city ordinance states, only 2 garage or yard sale events are permitted per year, 3 days in duration apiece.

## **DAMAGE RESPONSIBILITY & ASSESSMENTS**

If residents and/or their guest(s) do anything that causes damage to the lake, common areas, the buildings and/or other peoples' property, the resident/and unit owner will be held financially responsible.

## **TRASH & RECYCLING**

### **Trash**

Trash is to be put out for collection in sealed bags or trash containers with tight lids. Trash and/or trash containers must be kept inside the condo unit, except during collection times. Trash may be put out the night before, but not earlier. Porches, decks, and common areas are not to be used to set or store trash or trash containers. Trash containers must be removed from curb within 24 hours of collection.

Following trash pickup, unit owners/residents/renters are required to pick up loose trash, bottles, plastic packing debris, paper, etc., left by the refuse removal service, outside of their units.

### **Recycling**

Recycle containers must be kept inside the condo unit, except during collection times. Recycle containers may be put out the night before, but not earlier. Porches, decks, and common areas are not to be used to set or store recycle containers. Recycle containers must be removed from curb within 24 hours of collection.

## **DOGS & OTHER PETS**

### **Damage by Pets**

The unit owner is responsible for any damage or personal injury their pet, their tenant's pet, or their guests, or their tenant's guests' pet does. This includes damage to grass, plants, shrubs, trees, and the building exterior.

### **Dogs to be Leashed**

Dogs must be on a leash, under someone's direct control, at all times while outside. This is a Marion County ordinance as well as a Winston Island Woods regulation.

### **Dogs Barking**

Dog owners must take precautions to prevent excessive dog barking when present or absent. Dog owners must not leave second floor doors open when they are absent thus allowing dogs access to decks and long-term barking.

### **No Tethering of Dogs**

Dogs are not to be tethered outside by a rope, chain, or leash, unless an adult is also outside with the dog and in immediate proximity. The meadow is off limits to tethering a dog.

### **Dog Droppings**

Dog droppings are to be picked up immediately. Residents may be charged for dog dropping cleanup.

### **No Dog Houses**

No outside doghouses are permitted.

## **ARCHITECTURE**

### **No Exterior Condo Alterations Permitted**

No exterior alterations of any kind, such as enclosing decks, etc., are permitted without prior written approval of the Board. The Board may, from time to time, permit optional design features. Call our current management company representative to receive architectural request forms.

### **No Changing of Exterior Condo Paint Colors**

The changing of exterior paint color or siding color is not permitted, including entrance doors, trim around windows, garage doors, guttering and downspouts, decks and railing, corner boards, fly rafters and soffits, or any other area.

### **Boat/Watercraft Storage on Lake Bank**

Residents may leave their boats and/or other rigid watercraft in the water tethered to the bank. Residents desiring to store their boats and/or other rigid watercraft on the bank out of the water may do so behind buildings 11 and 12, (the northwest corner of the lake.) These boats stored on the bank must remain below the mowing line. Boats may not be stored on the wildflower beds.

### **Boat/Watercraft Tethering**

All watercraft left in the water must be tethered to a screw-type tethering rod along the bank when not in use. It is the responsibility of the owner to obtain and install this tethering rod, and it must not be installed in the portion of the bank that is serviced by mowers.

### **Proof of Insurance Required**

The owner of any boat and/or other rigid watercraft placed on the lake shall provide proof of liability insurance in the amount of at least \$100,000. An insurance certificate showing the amount of liability must be on file with the managing agent.

### **Windsurfing**

All persons engaging in windsurfing must wear a flotation device while on the lake.

### **Guests On the Lake**

Residents may bring guest(s) onto the lake. It is the resident's responsibility to see that his/her guest(s) are made aware of all lake rules and regulations and that these guest(s) abide by the same rules and regulations.

### **Pickup Personal Items**

Personal items such as fishing equipment, clothing, and picnic items may not be left on the lake bank or common areas after use.

### **Trash & Refuse**

All users of the lake and common areas shall be fully responsible for picking up their trash and refuse.

### **No Docks/Structures to be Built by Unit owners**

No dock, platform, or any other structure shall be constructed by any individual on the lake bank.

### **Being on Ice Covered Lake is Prohibited**

No one is permitted to be on the ice-covered lake at any time.

*Even though the ice may appear to be safe for skating and other activities, it seldom is because the spring currents create thin spots at random locations thus creating a hazardous situation.*

### **Swimming & Fishing**

Swimming and fishing are permitted from the lake bank and/or boat. For safety reasons, swimming is permitted only during daylight hours. Ice fishing is not permitted.

Appropriate swimming attire must be worn at all times.

### **Obnoxious or Dangerous Activities**

No person shall, while using the lake or other common areas, engage in any obnoxious or dangerous activities, e.g. loud radio or other audio device playing, public drunkenness, abusive language, etc., which will interfere with the use and enjoyment of the lake or common areas by others.

## **Windows & Exterior Door Replacement Requirements**

Any windows, exterior doors, greenhouse windows, or overhead garage doors that are replaced, must be of the same type and design as the original equipment. Unless the Board issues optional specifications.

## **Storm & Security Doors**

Storm doors, security doors, and screen doors are permissible if they meet the design standards that have been established by the Board of Managers. Any resident desiring to install a storm door, a security door, or a screen door, needs to submit a written request to the Board before the installation begins. Call *the Manager, 879-9900, for the proper request form*. Basically, storm doors need to be the "Full View" type with a white or almond frame, and security doors need to be a simple design and white or almond in color. Wood frame screen doors should be painted a color matching the almond building trim color. Call our current management company representative for exact specifications.

## **No Draping of Deck Railings**

Clothing, drapes, rugs and the like are not to be hung over the railing on the decks.

## **Hot Tubs**

The unit owners of any hot tub shall be responsible for any damage caused by the tub to their property, common areas, and/or their neighbor's property. Hot tubs may only be installed on the first floor rear patio of owner's unit, and cannot extend beyond the edge of the patio, without board approval. Call our current management company representative to receive architectural request forms.

## **Outside Furniture Type**

Any furniture placed on patios or decks must be "outside" design furniture.

## **Satellite Dishes**

Satellite dishes are permitted if they are the newer, small diameter type. They may only be mounted in the resident's limited common area, (second floor deck area). They must be mounted on the wood portion of the deck and/or walls, not to vinyl siding-covered areas. Satellite dishes may *never* be mounted on a roof. Upon vacating a unit after it has been sold, the new owner will be charged for any repairs that the Association may need to make where a dish had been mounted.

Note: *Some condo units in some buildings may not have proper orientation to accommodate a satellite dish.*

## **Exterior Lighting**

Unit owners/residents may not change/replace exterior carriage light fixtures. These are the property of the association under semi-common areas and are maintained by the association. Unit owners/residents are responsible, however, for bulb replacement in these fixtures.

## **Exterior Security Lighting**

Unit owners/residents are not permitted to turn off or disconnect the two photocell security lights at the front and back of their units. These lights are intended for the safety and security of the entire condominium association and are governed by the condominium documents under semi- common areas. Residents should report burnt out bulbs, inoperative photocells and broken fixtures to the current management representative.

Security floodlights on the ends and backs of some buildings are maintained by the association inoperative floodlights should be reported to the current management representative. Do not replace the bulbs yourself these bulbs are under warranty.

# **PLANTING**

## **Residents Request for Planting**

Residents desiring to plant shrubs and trees in the common area or flowers in areas other than the existing foundation beds, must receive permission from the Board before doing so. The Board will evaluate the request against the *Master Landscaping Plan* when considering the request. Call our current management company representative to receive the appropriate request form.



## SIGNS

### For Sale or For Rent Sign Restrictions

Units that are FOR SALE or FOR RENT may have display sign(s) in one interior window. No exterior signs are allowed. During the day of an OPEN HOUSE, a temporary sign announcing the event may be placed at either entrance on Westfield Boulevard and one additional sign at the unit. Call our current management company representative to receive a memo covering this concern..

### Political Signs

Political signs are allowed only in the common area contiguous to the owner's entrance. Signs must not be placed in areas serviced by lawn mowers. Any political sign must be removed no later than the day following the election.

## LAKE USE

### Authorized Boats & Watercraft

The following boats and watercraft are permitted on the lake:

- a. Motor or V-shaped Flat bottom boats
- b. Paddleboats
- c. Flat bottom or rowboats
- d. Rubber and other inflatable rafts and boats
- e. Windsurfer craft
- f. Canoes and kayaks

Wooden rafts, pontoon boats and other craft not listed above are not permitted.

### Must Meet Indiana State Code

All boats and /or other water craft placed in the lake must meet Indiana State safety code requirements for use on public lakes.

### Equipped and Operated According to Indiana State Regulations

All boats and/or watercraft must be equipped and operated in accordance with Indiana State boating regulations. All boats must be licensed if required by the State. A copy of regulations is on file with the current property manager and is available for examination by any resident.

### Boat & Watercraft Size Restrictions

Boats and/or other watercraft are limited to eighteen (18) feet in length or diameter, motor included.

### Maximum HP & Speed

All boat motors are limited to a maximum of ten (10) horsepower. Because of concerns regarding bank erosion and general safety for swimmers, there is a maximum speed limit of 5 MPH for any watercraft on the lake at any time.

### Identification of Boat & Watercraft

Every boat and/or other rigid watercraft shall be required to display identification on the side above the water line. Lettering must be one inch or taller. Identification shall be unit owner's house number plus first two letters of street name. For example, the owner of a boat at 6845 Shore Island Drive would have his/her boat identified as **6846SLD**, the boat owner at 6922 Elise would use **6922EL**, etc. Call our current management company representative if you need clarification..

# *Winston Island Woods*

## **DELINQUENCY PROCEDURES POLICY EFFECTIVE JANUARY 1, 2017 Exhibit A**

**1<sup>st</sup> Day of Month**

Assessment fee due and payable

**15 days**

**"A LATE FEE"** A \$25.00 late fee per month is added to the account at this time and each month until paid.

**30 days**

**"REMINDER NOTICE"** is sent to homeowner requesting payment in full within 15 days. If payment is not received within the allotted 15 days, the account is turned over to the Association Attorney for immediate legal action and filing suit, and a \$95.00 management company collection cost administrative fee will be added to the homeowner's account.

**45 days**

**ATTORNEY ACTION;** Delinquent account turned over to the Association's attorney to begin pursuing collection at the owner's expense (**see note below**).

### **HOMEOWNERS WILL BE RESPONSIBLE FOR ALL ATTORNEY FEES, COLLECTION FEES AND COURT COSTS!**

**NOTE:** Legal action may result in the Association filing suit to seek a judgement, attachment of assets, garnishment of wages, a lien upon the property and foreclosure. If the Association has to send a homeowner's account to the Attorney for collection: all of the Association fees remaining for the fiscal year may be accelerated if provided for in your documents. The owner will be responsible to pay all HOA fees, late fees, court costs, attorney fees, the company collection cost administrative fee, and all other fees/costs billed by the management company, such as hourly billing for court appearances, as outlined in exhibit A of the management contract.

\*Approved by the Board of Directors on \_\_\_\_\_ 11/1/16 \_\_\_\_\_

**VEHICLE PARKING & DRIVING**  
**see pages 8-12 for complete policies**

Unit owners are responsible for monitoring their residents and guests' parking and are responsible for any infractions of the following rules and regulations.

**Resident Parking**

The garage was designed to house a resident's vehicle. Resident's additional vehicles may be parked in front of his/her garage. Residents should never park in such a way as to impede their neighbor's access to their driveway. It is also each resident's responsibility to see that his/her guests do not park in, or block a neighbor's driveway.

**Guests Only in Overflow Parking Areas -- SEE FOLLOWING PAGE FOR UPDATED PARKING REGULATIONS**

**15 MPH Speed Limit**

Vehicle speed is limited to 15 MPH throughout the community for the safety of all residents and visitors. Visitors may have to be reminded of this from time to time.

**NO Parking on Grass**

Parking is limited to paved areas. Parking on the grass at anytime is prohibited and violators are subject to a fine.

**NO Street Parking**

Residents are not permitted to park along the street, except in a short-term emergency.

**Motorcycles & Other Vehicles (Noise &and Parking)**

No motorcycles or other vehicles that are noisier than a normal, modern automobile are allowed on WIW streets. Motorcycles, mopeds, golf carts and the like are to be parked in the garage or driveway, never parked or stored on the decks, porches or common areas.

**Emergency & Safety Concerns**

Guest and/or resident parking must never be allowed to become so congested that fire trucks and other emergency vehicles could not pass. Vehicles parked in such a manner that would impede fire trucks and other emergency vehicles will be subject to towing. This regulation is for the safety of all.

**Boats & Trailers**

SEE FOLLOWING PAGES FOR UPDATED PARKING POLICIES

# IMPORTANT NOTICE

## WIW VEHICLE PARKING

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### **Unit Owner Parking**

All Winston Island Woods ("WIW") Condominium owners, tenants and occupants (collectively WIW Residents") are required to use **only** their garages and/or spaces directly in front of their unit for parking their vehicles. The only exceptions for this are:

1. During snow removal, only after the snow in the Guest Parking area has been cleared, WIW Residents may temporarily use a Guest Parking space; and
2. During construction projects where parking in front of a resident's condo is impractical; and
3. Any other special circumstances which have received prior authorization, in writing, from WIW's Management Company or the WIW Board.

### **Guest Parking (map to be provided to CASI maintenance in near future)**

1. Guest Parking will be marked on a site map and with official WIW signage.
2. Guest Parking spaces are intended for guests of WIW Residents.
3. WIW Residents that park in Guest Parking spaces are subject to towing at their expense.

### **Tow Away Zones (map to be provided to CASI maintenance in near future)**

1. All streets on the WIW property are considered tow away zones ("tow zones").
2. Tow away zones will be identified on a site map to be used by WIW's Management Company and the Towing Company to confirm a vehicle is parked in a tow away zone.

The Towing Company, by contract, will have permission to tow any unauthorized vehicle parked in a tow away zone at the vehicle owner's expense.

**Overflow Parking** – is located in the meadow near the basketball court. This area may be used for short term parking of guest vehicles, RVs, motor homes, box trucks and trailers up to 30' in length for a period not to exceed a total of 3 days in a 3 month period. A WIW resident may petition the WIW Board for a longer period of time, if needed. If such petition is approved, the vehicle may exceed the allowable 3 day time period for a period of time that will be determined by the WIW Board.

**Vehicle Size** – The size of vehicles, including, but not limited to passenger cars, light trucks, vans and motorcycles, allowed to park in WIW Resident and Guest Parking spaces is defined as follows:

1. Vehicles shall not have more than a maximum of 2 axles;
2. Vehicle length shall not exceed 20 feet;
3. Vehicles shall not extend beyond the end of a WIW Resident's driveway;
4. Vehicles shall not obstruct another WIW Resident's driveway or impede access to or from a WIW Resident's driveway;
5. Exception to this is a guest's motor home which is allowed to park for a maximum of 3 days but can never extend beyond the end of a driveway or into a neighbor's driveway.

**Abandoned and Disabled Vehicles** – are not allowed and defined as:

1. A vehicle that does not have a current valid license plate and insurance; or
2. A vehicle that is not legally maintained, according to State or Local laws, to be driven on public roads or otherwise incapable of operation; or
3. A vehicle that has not moved from a guest or overflow parking space in a two week period.

Abandoned and Disabled Vehicles, once identified by WIW Management Company or a WIW Resident, will be tagged and investigated by WIW Management Company to determine vehicle movement. Any vehicle that is determined to be abandoned or disabled, as defined above, is subject to towing. Vehicles determined to fall within this category will be added to the WIW Management report for WIW Board review and action.

**Non-Guest Parking** – is defined as parked vehicles that are not owned or operated by guests or WIW Residents (e.g. Monon Trail users, Marrott Park guests, moonlight parkers, etc.). If residents are aware of non-guest parking they are encouraged to call the police to report any suspicious activity.

**Holiday and Party Parking** – Guests are required to park in one of the three following parking areas.

1. In the driveways of the WIW Resident they are visiting, or
2. Any Guest Parking Space, or
3. In one of the three Overflow Parking areas.

Guests are not allowed to park on any of the streets or in the grass. WIW Residents that expect a significant number of guests are required to inform their guests of the WIW Parking and Towing policy. Offsite professional parking attendants can be hired if the expected parking requirements exceed the number of available spaces. Please contact the WIW Management Company to see what alternatives/exceptions may exist.

**Storage Pods** - are allowed in the driveway in front of each WIW Resident's Condo for a maximum duration of one week. Pods are not allowed in Guest or Overflow Parking areas under any circumstances. Pods will be removed, at the owner's expense, if left for longer than one week in a WIW Residents driveway or if they are placed in any of the Guest or Overflow parking areas.

**Driveway Damage** – WIW residents owning of vehicles that leak oil, gasoline or antifreeze are expected to clean the driveways before asphalt damage occurs. If asphalt damage occurs the owner may be responsible to pay for repairs to the asphalt.

6800 WESTFIELD BOULEVARD

HIDDEN  
LAKE

Building 15

6831  
6829  
6827  
6825  
6823  
6821

DRIVE

Building 14

6851  
6849  
6847  
6845  
6843  
6841

Building 13

6709  
6708  
6706  
6704  
6702  
6700

WHITE RIVER

ISLAND

Building 12

6735  
6733  
6731  
6729  
6727  
6725

Building 11

6745  
6743  
6741  
6739  
6737  
6735

Permitted  
Parking  
Winston Island  
Woods

Building 1

6873  
6871  
6869  
6867  
6865  
6863

Building 17

6845

Building 2

6831  
6829  
6827  
6825  
6823  
6821

SHORE

Building 16

6748  
6746  
6744  
6742  
6740  
6738



MONON TRAIL

Building 3

1135  
1133  
1131  
1129  
1127  
1125

Building 6

1115  
1113  
1111  
1109  
1107  
1105  
1103  
1101

Building 9

1045  
1043  
1041  
1039  
1037  
1035  
1033  
1031

DRIVE

Building 4

6921  
6923  
6925  
6927  
6929  
6931

WESTLEY CT.

6920  
6922  
6924  
6926  
6928  
6930

Building 7

6917  
6919  
6921  
6923  
6925  
6927

ELISE CT.

6914  
6916  
6918  
6920  
6922  
6924

RALPH CT.

6908  
6910  
6912  
6914  
6916  
6918  
6920

Building 8

1045  
1043  
1041  
1039  
1037  
1035  
1033  
1031

Building 10

6908  
6910  
6912  
6914  
6916  
6918  
6920

*Contact Interstate Towing to tow Vehicles  
317-359-9611*

**WINSTON ISLAND WOODS OWNERS ASSOCIATION, INC.  
67<sup>th</sup> & WESTFIELD BLVD**

**ILLEGAL PARKING  
CASI MAINTENANCE PROCEDURE**

**CASI Maintenance Procedure**


1. WIW Residents will call the WIW Management Company's 24 hour emergency phone number (875-5600) to report illegally parked vehicles.
2. The CASI answering service (for any after hours/weekend calls) will contact the maintenance tech on call and relay the caller's name and number and short reason for calling.
3. The CASI maintenance tech will attempt to contact the WIW Resident reporting the parking infraction within 30 minutes of the Resident's initial call.
4. The CASI tech will be dispatched to WIW at a per incident fee of \$85 for normal business hours (M-F / 8:00AM - 5:00PM) and \$150 for nights (M-F 5:01PM - 7:59AM) and weekends (Friday 5:01 PM – Monday 7:59AM) to verify the vehicle is illegally parked.
5. If and when locating the vehicle on the WIW property and the vehicle is determined to be illegally parked, the maintenance tech will call the contracted towing company (towing company information to be attached) to remove the vehicle. The tow company will dispatch a truck and advise CASI maintenance tech when the truck will arrive.

Note: If the vehicle is not illegally parked, as determined by the CASI maintenance tech representative, the WIW Resident who reported the infraction may be responsible to reimburse WIW a service fee charged by the management company to WIW.

6. The WIW Management Company will call the WIW Resident that reported the parking infraction, to advise when the tow truck is scheduled to arrive. At that time, the CASI maintenance tech is now done with the service call and can leave the property. CASI maintenance tech is not required to remain on the property until the towing company arrives.

FYI: If the owner of the vehicle approaches the tow truck prior to the vehicle being removed, the tow truck operator will disconnect the vehicle in accordance with Indiana law. If the vehicle is towed, the towing company will collect their towing fee plus the WIW Management Company's incident fee before the vehicle is released.

**SUMMARY**

 We are neighbors enjoying the same community. We live very close together and we each need to remember to extend just that little extra effort to keep our neighborhood attractive and inviting to friends and family and to maintain good property values.

The Board will approve your satellite dish per the following conditions and requirements.

***Winston Island Woods Condominium Declaration***

Article VII. Maintenance, Control and Insurance. Section 7.3. Architectural Control. A No Unit Owner other than the Declarant, shall make any alterations or additions to or which would affect the Common Areas or Limited Common Areas without the prior written approval of the Association, nor shall any Unit Owner make any alterations in or to his Unit and within the boundaries there of which would affect the safety or structural integrity of, or any systems serving the building in which the Unit is located.

***Winston Island Rules & Regulations***

Satellite Dishes are permitted if they are the newer, small diameter type. They may only be mounted in the resident=s limited common area, (second floor deck area). They must be mounted on the wood portion of the deck and/or walls, not to vinyl siding-covered areas. Satellite dishes may never be mounted on a roof. Upon vacating a unit after it has been sold, the new owner will be charged for any repairs that the Association may need to make where a dish has been mounted.

If however you cannot receive a signal on your deck in the above requirements, the Board will require that your installation company provide a letter as to that fact. When moving from the property, all repairs should be made bringing the condition of the building back to its original state.

I have attached a copy of this letter for your files. Please **Sign and Date** one copy of this letter signifying your agreement with the conditions above and send it back to me to keep in your unit file.

If you should have any questions or concerns, please contact me at 594-3200, ext.105.

Thanking you in advance for your cooperation.

Sincerely,

**Pamela A. Silvey, CMCA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Community Manager*

*Community Association Services of Indiana*

*An Associa member company*

*Associa - The nation's leader in community association management*

***Fishers Office:***

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cc: Resident File  
WIW Board of Directors



**WINSTON ISLAND WOODS CONDOMINIUM HOMEOWNER REQUEST  
FOR ARCHITECTURAL CHANGE**

***Please Print***

1. Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
Community \_\_\_\_\_

**FOR ALL SUBMISSIONS THE FOLLOWING ATTACHMENTS ARE REQUIRED:**

- ☐ **On a copy please draw the change in the location of where the proposed addition/improvement will be built.**
- ☐ Elevations and Blueprints or working drawings indicating all dimensions.
- ☐ If available, a photograph or drawing of a similar completed project.

2. Requesting architectural approval of the following:  
\_\_\_\_\_ Improvement \_\_\_\_\_ Addition \_\_\_\_\_ Repair/Replacement
3. Briefly describe the proposed change \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location: \_\_\_\_\_  
Dimensions: \_\_\_\_\_
4. Please list below the major construction materials that will be used in this project. Be as specific as possible:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Exterior materials must conform to the original construction or be sufficiently compatible.)**

**Note: All submitted materials will be retained by the Association.**

**You may wish to make a copy for your personal records.**

7. Project schedule:
- A. The work will be performed by: \_\_\_\_\_ Homeowner  
\_\_\_\_\_ Contractor - Name \_\_\_\_\_  
\_\_\_\_\_ Both
- B. Subsequent to the committee approval, please indicate the projected start date \_\_\_\_\_
- C. Please indicate all required permits (building, etc.) \_\_\_\_\_  
\_\_\_\_\_

*Homeowner Request for Architectural Change*

I hereby acknowledge that I have read and understand the Architectural Control Standards set forth by the Committee and in the Winston Island Woods Declaration of Covenants, Conditions and Restrictions.

Homeowner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**For ALL Submissions**  
**Be sure to include the requested attachments listed on the previous page.**

*Remit to: Community Association Services of Indiana  
7050 E. 116th Street  
Fishers, IN 46038  
Fax: 594-3223*

..... **For Office Use Only** .....

Architectural Review Action:

- ( ) Approved as submitted
- ( ) Approved with restrictions as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) Deferred: Please supply additional information \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) Denied: ARB Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARB Signature \_\_\_\_\_ Date: \_\_\_\_\_

## INSURANCE REQUIREMENTS OF THE ASSOCIATION AND THE HOMEOWNER

Per Section 8.1 of the Declaration, the Association procures a master casualty insurance policy covering Winston Island Woods. That policy covers the Common Area and the Limited Common Areas. Thus, if a Limited Common Area like a balcony is damaged by a casualty loss, the Association's policy would pay for its repair or replacement, even though the homeowner is normally required to provide upkeep and maintenance for the balcony. Thus, the repair and replacement duties for "normal wear & tear" are somewhat different if damage is caused by a casualty like a fire or high winds where the Association's policy provides coverage.

<u>ITEM</u>	<u>ASSOCIATION</u>	<u>HOMEOWNER</u>
Common Area	X	Dec. Sec. 8.1
Limited Common Areas	X	Dec. Sec. 8.1
Owner's Personal Property & Contents		Dec. Sec. 8.2
Owner's Personal Liability		X
Association's Insurance Deductible	X	Dec. Sec. 8.4
Unit Fixtures & Improvements as they existed at time of original construction	X	Dec. Sec. 8.2
Unit Fixtures & Improvements that have been upgraded above the original building standard		X
Interior Walls of Units	X	Dec. Sec. 8.1
Wall Coverings & Floor Coverings If same quality as originally installed If upgraded	X	Dec. Sec. 8.1 same

## NORMAL MAINTENANCE & REPAIR DUTIES WINSTON ISLAND WOODS CONDOMINIUMS

Note: Under Section 1.3 of the Condominium Declaration filed with the Marion County Recorder, the boundaries of each Unit are the interior unfinished surface of the floors, ceilings and perimeter walls. Thus, each Unit is like a "box" measured between such boundaries. In addition, Section 1.3 states, "Any apparatus, ducts, conduits, lines, mains, wires, or other items which extend beyond the boundaries of a Unit, but which serve solely that Unit, shall be deemed a part of the Unit and appurtenant thereto, and title thereto and the responsibility for maintenance thereof, shall pass with the Unit." Under Sections 1.4 and 1.7 of the Declaration, the remainder of Winston Island Woods is considered Common Areas or Limited Common Areas.

Presented below are specific references to further clarify the maintenance, repair and replacement duties of the Association and the individual homeowner for "normal wear and tear".

<u>ITEM</u>	<u>ASSOCIATION</u>	<u>HOMEOWNER</u>	<u>REFERENCE</u>
<b>Common Areas-Generally</b>	X		Dec. Sec. 4.1
<b>Limited Common Areas</b>			
Porches	X (repair & replace)	X (maintenance & upkeep)	Dec. Sec. 1.7
Patios	X (repair & replace)	X (maintenance & upkeep)	same
Balconies	X (repair & replace)	X (maintenance & upkeep)	same
Driveway to Unit	X		same
Fence around a patio or balcony		X	same
Any other Limited Common Areas		X	same
<b>Interior of Unit, Décor &amp; Finishes</b>			Dec. Sec. 6.4
Painting		X	same
Wall Paper		X	same
Washing & Cleaning		X	same
Paneling		X	same
Floor Coverings		X	same
Draperies		X	same
Window Shades		X	same
Curtains		X	same

Lamps & lighting fixtures	X	Dec. Sec. 6.3 & 6.4
Other interior furnishings	X	Dec. Sec. 6.4
Interior walls & partitions	X	Dec. Sec. 6.3
Interior surfaces of perimeter walls	X	Dec. Sec. 6.4
Interior surfaces of floors	X	same
Interior surfaces of ceilings	X	same
Refrigerator	X	Dec. Sec. 6.3
Range	X	same
Other kitchen appliances	X	same
Heating & A/C equipment	X	same
Improvements to Unit	X	same
Additions to Unit	X	same
Fixtures, i.e., cabinets, toilets, tub/shower	X	same
Any redecorating of a Unit needed due to damage or replacement work on the Common Area by Ass'n	X	
<b>Doors &amp; Windows</b>		
Doors	X	Dec. Sec. 6.4
Windows	X	same
Sills	X	same
Jams	X	same
Frames	X	same
Glass surfaces	X	same
<b>Utility lines</b>		
Internal water lines	X	Dec. Sec. 6.3
Electrical lines	X	same
Gas lines	X	same
Telephone lines	X	same

**Description of Item**

**Association  
Responsibility**

**Owner  
Responsibility**

**ANY DAMAGE by OWNER/RENTER NEGLECT**

- Responsible for any and all damage to property due to neglect by owner/renter-----X
- Responsible for insurance claim deductible (if caused by owner neglect)-----X

**APPLIANCES**

- Refrigerator, microwave, stove, washer/dryer, water conditioners  
water filtration systems, ceiling fans (repair/maintenance/replacement)-----X
- Dish washer, washing machine all hose maintenance/repair/replacement-----X
- Dryer duct cleaning between dryer and outside vent-----X
- Exterior dryer vent & screen maintenance/repair/replacement, cleaning---X

**NOTE: We recommend replacing all original equipment rubber/vinyl washing machine hoses with stainless steel burst resistant hoses. Damage done to property by owner neglect will not be covered by the Association.**

**ARCHITECTURAL CHANGES**

- Unit owners/residents are not permitted to make any architectural changes in their unit without Board approval.
- No unit owner shall make any alteration to his/her unit and within the boundaries thereof which would affect the safety or structural integrity of, or any system serving, the building in which the unit is located
- Unit owners/residents are not permitted to run external utility lines or other cables on the exterior of buildings without Board permission.
- Installation of exterior hot tubs must receive Board approval.
- Entrance door changes must be approved by the Board
- Addition of a second window in the kitchen must be approved by the Board.
- Placement of exterior satellite television disks must be approved by the Board.

**CHIMNEY & FIREPLACE**

- Chimney repairs-----X
- Chimney cap painting-----X
- Chimney cleaning (should be done seasonally)-----X
- Fireplace cleaning & maintenance-----X
- Fireplace repair/maintenance/replacement-----X

**CONCRETE**

- Concrete crack patching/replacement (exterior only)-----X
- Concrete slabs (interior) repair/replacement-----X  
(owner may be assessed for necessary repairs if it is determined that the damage is due to owner neglect)

**DECKS & RAILINGS**

- Railings and balusters maintenance/repair/replacement-----X
- Deck flooring maintenance/repair/replacement-----X  
(owner may be assessed for necessary repairs if it is determined that the damage is due to owner neglect)

**DECORATING**

- The owner of each unit shall furnish and be responsible for, at his/her own expense,-----X  
all of the decorating within his/her unit, including painting, wall papering, washing,  
cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and  
other furnishings and interior decorating

**Description of Item**

**Association  
Responsibility**

**Owner  
Responsibility**

**EXTERIOR CLEANING**

- Sweeping/washing/hosing all decks/patios-----X  
(we will work with our grounds people to remove leaves and grass clippings  
after their scheduled maintenance, however, unit owners are responsible  
for the removal of leaves blown on to patios)
- Removal of green mildew on siding-----X

**EXTERIOR LIGHTING**

- Exterior security lighting maintenance and bulb replacement-----X
- Exterior carriage lights maintenance/repair/replacement-----X
- Exterior electrical outlets maintenance/repair/replacement-----X
- Exterior carriage light bulb replacement (one on each patio and deck)-----X

**EXTERIOR PAINTING**

- Exterior door repairs and replacement-----X
- Exterior screen/storm door maintenance/repair/replacement-----X
- Exterior painting -----X
- Exterior painting (garage doors, front/back doors)-----X  
(Exception: Insurance claims should cover painting costs)

**EXTERIOR SIDING**

- Exterior siding maintenance/repair/replacement-----X

**GARAGE**

- Garage walls, ceilings and entrance door Interior electrical repairs/maintenance/replacement-----X
- Garage door: openers, motor, mechanism, remote controls repairs/maintenance/replacement-----X
- Garage concrete floor and apron repairs/ maintenance/replacement-----X

**GAS**

- Installation/maintenance/repair of all gas appliances and lines-----X  
*(If you ever smell gas in your condo call Citizens Gas 24 hr. emergency number 924-3311 immediately)*
- Exterior gas line maintenance/repair-----X with Citizens Gas  
(unless damage was due to unit owner/resident neglect or damage)

**GROUNDS, LAKE & RIVERBANK**

- Maintenance of grounds, lake, riverbank-----X
- Tree trimming/removal-----X
- Mulching/weeding of beds-----X
- Edging of beds-----X
- Removal/trimming of trees shrubs-----X
- Leaf blowing and pick up-----X
- Weeding of beds with owner planted flower beds-----X

**HEATING/AIR-CONDITIONING, HOT WATER**

- Air-conditioning/heating repair/maintenance/replacement-----X
- Hot water tank repair/maintenance/replacement-----X

**INTERIOR MAINTENANCE**

- Repair/maintenance/replacement of all interior walls, floor systems, flooring, ceilings, -----X  
stair systems, stair coverings, stair hand rails, doors, door trim, windows, window trim,  
all coverings for interior surfaces including: carpet, carpet pads, tile, wood flooring,  
counter top surfaces, cabinets, paint.
- Repair/maintenance/replacement of all gas lines and gas fixtures, telephone lines and telephone equipment,  
electrical lines and electrical fixtures, plumbing lines and plumbing fixtures, sewer lines and sewer cleaning.

Description of Item

Association  
Responsibility

Owner  
Responsibility

**INTERIOR MODIFICATIONS**

- The unit owner is responsible for maintaining/repair/maintenance/insurance of all interior walls, wall coverings, floors, floor coverings, ceilings, windows, doors, cabinets countertops, stairways, electrical, plumbing, tubs, showers, whirlpool tubs, steam equipment, saunas -----X
- The unit owner is also responsible for maintaining any and all **owner installed/modified** interior additions/modifications to his/her unit including, but not limited to: interior walls, wall coverings, floors, floor coverings, ceilings, windows, doors, cabinets countertops, stairways, telephone, electrical, gas, plumbing, tubs, showers, whirlpool tubs, hot tubs, steam equipment, saunas. -----X  
Further the owner must see that all modifications meet Indianapolis and Indiana building codes, are correctly installed, and will not endanger the building structure as well as, the safety and security of all adjoining units and building occupants.

**MAILBOX**

- Mailbox replacements/maintenance ----- Post Office
- Mailbox key replacements (contact PO) ----- Post Office

**PEST CONTROL**

- Pest control interior and exterior (ants, bugs, rodents, etc.) -----X
- Any termite inspection -----X
- Any damage done by termites -----X
- Spraying for carpenter bees -----X
- Exterior damage done by carpenter bees (repair) -----X

**PLUMBING, ELECTRICAL, TELEPHONE, GAS & SEWER**

- Interior sewer/plumbing repairs/maintenance/replacement -----X
- Garbage disposal repairs/maintenance/replacement -----X
- Toilets, sinks, showers, bath tubs, whirlpool, steam baths, sauna's -----X  
(all maintenance/repair/replacement)
- Interior electrical repairs/maintenance/replacement -----X
- Interior telephone repairs/maintenance/replacement -----X
- **Draining and shutting off the outside faucet during the winter (SEE NOTE Page 4)** -----X
- Exterior front entrance hose faucet repair/maintenance/replacement -----X
- Exterior sewer/plumbing repairs/maintenance outside unit -----X
- Exterior water and electrical repairs/maintenance/replacement -----X

**ROADS & DRIVEWAYS**

- Maintenance of all roads -----X
- Driveway repair due to natural deterioration -----X
- Driveway or road repair due to owner/renter damage by vehicles -----X  
(unit owner may be assessed for necessary repairs)

**ROOF, GUTTERS & DOWNSPOUTS**

- Roof repairs and replacement -----X
- Gutter/downspout maintenance/repair/replacement -----X
- Gutter /downspout leaf cleaning (fall each year) -----X

**SECURITY SYSTEMS**

- Security/alarm systems install/maintain/repair -----X
- Fire & smoke detector repairs/maintenance/replacement -----X



**Description of Item**

**Association  
Responsibility**

**Owner  
Responsibility**

**SNOW REMOVAL**

- Snow plowing of all roads and driveways after a 2" snowfall-----X  
(snow cannot be plowed from a driveway if there is a vehicle in the drive)
- Hand shoveling of snow around entrances-----X
- Salting of roadway locations where there is ice-----X
- Salting of driveways-----X

**TRASH / DOG DROPPINGS PICK UP**

- Trash around grounds pickup (general)-----X
- Trash/debris in front of units following garbage/recycling pickup-----X
- Dog dropping pickup (immediately)-----X  
(owners of pets may be assessed for necessary lawn repairs and fined for neglect)

**WINDOWS & SKYLIGHTS**

- Skylight leaks-----X
- Skylight maintenance/repair/replacement-----X
- Window maintenance/repairs/replacement (incl. all glass repairs/replacement)-----X
- All glass and skylight cleaning-----X

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**Outside Faucet Shutoff to Prevent Winter Freezing and Waterline Bursting**

Each outside faucet has a shutoff valve located directly behind the front wall and is located in the bathroom vanity cabinet. Open the vanity doors and you should see a copper water line extending from the cold water supply line to the outside wall. Along that line there should be a shutoff valve.

To ready your outside shutoff valve for winter, close the indoor shutoff valve completely. Go outside and disconnect any hoses. Open your outside valve and allow the water to drain out. Leave the drain open throughout the winter.

In the spring reverse the process. Shut the outside valve and open the inside valve to restore water flow.