

Bay View

Handbook

Bay View Homeowners Association
Bloomington, Indiana University
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WELCOME TO BAY VIEW!

1.0 Condominium Living

Condominium living is a unique experience, quite different from owning or renting a single dwelling. If engaged in properly, and with full respect of others, it can be a particularly enjoyable experience. As in other relationships, rules, regulations and guidelines are necessary to fully define the rights and responsibilities of all parties.

To assist in making Bay View living a positive and pleasant experience for all, the Board of Administrators of the Bay View Homeowners Association has prepared this document. It should be read carefully and viewed as one means of helping to preserve the investment of owners and renters alike, while contributing to a positive community life at Bay View.

2.0 Responsibilities

2.1 Owners: All owners are responsible for adhering to the rules and regulations as defined in this document and in the Bylaws of the Bay View Homeowners Association. (See Appendix A) Owners are also responsible for the conduct of their families, guests and renters.

Owners have the responsibility to furnish Pointe Security with a key to the door, and a key to the storm door if applicable. If an emergency arises that requires entry to your unit and we are unable to do so, you are not only responsible for damage to your condo, but also damage to adjacent condos, and to Association property damaged as a result of delayed entry.

Prior to the sale of any Bay View-condominium or garage by any owner or co-owner, it is necessary that the Bay View Managing Agent be notified. At that time, the owner will receive a clearance of all indemnities due to the Association, for maintenance and other repairs.

The owner has the direct responsibility to provide a copy of the Bay View Handbook to the next owner or lessee.

2.2 Absentee Owners: Absentee owners have the additional responsibility of being certain that all rules and regulations are followed, on their behalf, by those to whom they have delegated authority and responsibility including family, guests, rental agents and renters.

2.3 Renters: By signing a rental agreement and accepting the keys to a unit, each renter assumes responsibility for adhering to the rules and regulations of the Bay View Homeowners Association as they apply to renters. In general all rules and regulations

pertaining to personal conduct and respect for others and their property apply to renters also.

While the Board will work with rental offices and renters it should be known that the only formal relationship and responsibilities are with you, the owner. If a renter, owner's guest or tenant damages Association property you are responsible to the Association.

3.0 Rules and Regulations

3.1 Exterior

Alteration: Approval by the Board of Administrators is required prior to any physical modification of the exterior of the building, including its appearance. No owner shall do any painting, decoration, construction or alteration to the exterior of the buildings or surrounding areas without approval of the Board of Administrators. No exterior awnings, window guards, radio and television antennas or signs etc. are to be attached or hung from the buildings. Satellite dishes will be allowed to be mounted on the ground.

Fires/Fireworks/Firearms: Open fires, including those in barbecue grills, are strictly prohibited on decks. Charcoal grills and Gas grills are prohibited and will be removed. (Electric grills are permitted on the back deck.) Fireworks are not to be used on or near the buildings. The discharge of firearms is strictly prohibited on Bay View property.

Landscape/Foliage: Care should be taken not to alter or damage the landscape or vegetation. Flowers and other foliage are not to be removed.

Decorating/Signs: Signs and other decorative materials are not to be affixed to buildings or surrounding property without authorization by the Board of Administrators.

Storm Doors: Storm doors must be "Full view Glass" doors, and brown in color.

Front Decks: Personal belongings (e.g. brooms, shovels, mops, boots, swim wear, towels, fishing poles, bicycles, scooters, baby carriages etc.) are not to be left or stored on the front decks and walkways at any time.

Birdfeeders: Place birdfeeders far enough away from the buildings so droppings will not fall on decks or walkways below.

Windows: In keeping with the desire for an attractive appearance, all units must have either vertical or horizontal blinds on front windows. Sheets, blankets, aluminum foil or similar window coverings in view from the outside are not to be used.

Firewood Storage: Not more than one (1) rick per homeowner can be stored on the back deck at any one time. Wood must be stored off the deck surface in a metal rack or box. No wood should be stored on the front deck, walkway or in the garages.

Anyone not conforming to this policy will be responsible for damage caused by improperly stored wood.

Lighting: Only 60 watt yellow incandescent bulbs are to be used on the front decks in the summer and 60 watt clear bulbs in the winter. The type of bulbs for the back deck is the owner's choice. Replacement is the owner's responsibility.

3.2 Interior

Maintenance: Cleaning, painting, and all maintenance, including maintenance of appliances, heating, cooling, water heating equipment and furnishings are the responsibility of the owner.

Temperature Control: When departing a unit during cold weather, the furnace is to be set at "Automatic" and 55. The sink cabinets in the kitchen and bathrooms are to be opened.

Appliance/Heating/Cooling Breakdown. etc.: Homeowners responsibility.

Flammable Liquids: Flammable liquids are prohibited in units, on decks and in garages.

Smoke Detectors/Fire Extinguishers: Each condominium is equipped with electrically operated smoke detectors. However, should there be a power failure the detectors are inoperative. It is suggested that each homeowner install battery operated smoke detector, preferably with an emergency light, in the hallway leading to the bedrooms. Each unit should also have a fire extinguisher.

Fireplace and Chimney Inspection: The buildup of creosote and other products of combustion can cause a flue fire that can extend to the walls and attic space. Do not burn paper products, chemically treated or freshly cut wood in fireplaces. Do not place fireplace ashes on your decks. Do not discard fireplace ashes in your trash. Chimneys will be inspected every 2 years and paid for by the Association. The expense for cleaning of the chimney will be the responsibility of the Owner.

3.3 Trash and Garbage: All trash and garbage is to be placed in plastic bags, and deposited in the dumpster provided. None is to be left on front or back decks. All trash and garbage is to be removed from the unit and deposited in the dumpster upon leaving the unit.

3.4 Parking: Parking is permitted for owners and guests only in designated areas. No vehicles are to be parked in such a way as to impede or prevent ready access to another condo or garage, nor shall they be parked on the grass. No boats, campers, travel trailers, boat trailers, golf carts, mini bikes, all-terrain vehicles, etc. shall be parked or stored in automobile parking areas, on the grass or other part of the property other than special areas that may be established for storage of such items. There is a

limitation that boats, large RV:s, campers, trailers, and like vehicles cannot be parked on the premises except for brief periods upon arrival or departure. Arrangements for parking/storage can be made at the Clubhouse, with a rental agent or with an off-site provider.

A motor vehicle which is inoperative, not being used for normal transportation, or has expired plates, may not be stored on Bay View property. Violation of parking regulations may result in the Managing Agent or a member of the Board of Administrators directing Pointe Security to have the vehicle towed at the owner's expense,

3.5 Guests: Owners and renters are responsible for the conduct of their guests. In general, guests enjoy the same privileges and assume the same obligations to abide by Bay View rules and regulations as do owners and renters.

3.6 Children: Adult supervision is required at all times. Owners, renters, their families and guests are responsible for the conduct of children occupying the same unit.

3.7 Pets: Only customary household pets (limit two) are permitted on Bay View property. Renter's pets are NOT permitted in or on Bay View property.

When pets are outside on Bay View property, they must be leashed and never be out of the sight of the owner.

Owners will not let pets urinate on flowers, shrubs and trees. Animal deposits must be picked up and removed immediately so others may enjoy a clean and healthy environment.

Any damage to the grounds will be the financial responsibility of the owner. No pet shall be housed or chained outside any residence.

Owners are responsible for the noise level of pets so that neighbors are not excessively annoyed.

The Board of Administrators reserves the right to seek removal of any pet that becomes a community nuisance due to chronic disregard of established rules and regulations.

3.8 Noise: Noise that will disturb or annoy other Bay View residents is strictly prohibited. Care and respect should be exercised as some "noises" like wind chimes are acceptable to some but bothersome to others. Excessive "party noise" will not be tolerated. Special care is to be exercised when hosting social events and operating sound systems. Normal sleeping hours are to be respected.

3.9 Disturbances: No obnoxious or offensive activity is permitted.

3.10 Unusual Events, Situations, Behavior: Residents observing activities inconsistent with normally accepted social behavior and Bay View rules and regulations should contact Pointe Security immediately.

3.11 Safety: All residents are, at all times, responsible for contributing to the safety of Bay View facilities and occupants.

3.12 Storage: Proper storage of all items is required to assure personal safety and the attractiveness of Bay View property.

3.13 Rental Units: Some owners have elected to make their units available to others through rental programs. It is the owner's responsibility to make Bay View Rules and Regulations available to their renters through their rental agent.

3.14 Responsibilities/Renters: Renters are to follow all the rules as owners about responsibility, safety, trash removal, fire, parking, children, pool and tennis courts use, noise, storage, behavior, etc.

Pets: Renter's pets are NOT permitted in or on Bay View property.

Occupancy: Occupancy of rental units is limited to two persons per double bed.

Use of Units: Rental units may not be used for large parties, as a place of business, for conducting business meetings, or for other large gatherings. (This prohibition does not include small social gatherings during appropriate hours but does include any gathering of excessive size.)

Damage: Owners will be responsible for any damage to Bay View property caused by renters. A charge will be assessed for any damage to Bay View common property in excess of normal wear and tear.

Thermostat Setting/Trash Removal: Renters are to make appropriate thermostat adjustments and to remove trash upon vacating a unit.

Enforcement: If renters or guests fail to follow the rules, the Managing Agent, acting on the Board's behalf, has the right to pursue the action necessary to cause the offending renters or guests to leave or relocate.

4.0 Management/Administration/Finances

4.1 Management Agent:

4.2 Bay View Homeowners Association: Dues are billed quarterly for the condominiums and annually for the garages and are due ten days following the beginning of each calendar quarter.

4.3 Pointe Service Association (PSA): PSA fees are billed quarterly and are due ten days following the beginning of each calendar quarter.

4.4 Accounts Payable: All accounts are payable when due. The Bay View Homeowners Association Board of Administrators is authorized by the Bylaws to take whatever legal action is required to collect overdue fees and to recover all related (including legal) expenses.

4.5 Collection of Overdue Assessments: Thirty days after the unpaid balance for any quarter is due, the homeowner will be notified by registered mail that the account is delinquent. Non-payment of the delinquency will result in the placement of a mechanic's lien upon the unit in the amount of the assessment for the entire year within thirty days of the postmark date of the notice. This action will be taken without further notice to the homeowner if the balance of any subsequent installment remains unpaid for more than thirty days.

If a mechanic's lien is filed, the homeowner will be charged \$100.00 for the filing fee. Within thirty days of the lien, foreclosure proceedings may be initiated. These proceedings may result in the sale of the unit at a sheriff's auction.

The Board of Administrators may impose a late fee for payments received beyond the due date.

4.6 Change of Address: Inform the Managing Agent of any change in your mailing address or telephone number.

4.7 Insurance: First Insurance Agency is the insuring Agency for the Association. See Appendices B-1 and B-2 regarding Association and homeowners insurance coverage and responsibilities.

4.8 Association Meetings: Board of Administrators' meeting dates, time and location are announced in the quarterly newsletter. Any member of the Association is welcome to attend these meetings and ask questions, listen and join in the conversations.

Minutes of meetings of the Board of Administrators are maintained on file by the Managing Agent and may be reviewed by members of the Association at reasonable times agreeable with the Managing Agent. Owners may request items to be placed on the agenda of the board meetings by submitting them to any Board member or the Managing Agent, Annual meetings of the Association are held as scheduled on the first Saturday of June of each year for the purpose of electing members of the Board of Administrators and for the transaction of such other business as may be properly brought before the meeting.

APPENDIX A
BYLAWS: RELEVANT REFERENCES

The following Bylaw citations have been paraphrased for easy reference.

1. The annual Association meeting is to be held as scheduled on the first Saturday of June unless it is a legal holiday. (Article 11; Section 3)
2. Special meetings of the Association may be called at any time by the Board of Administrators or upon written request of not less than 10% of the unit owners. (Article 11; Section 5)
3. A responsibility of the Board of Administrators is the operation, care, upkeep and maintenance of the common areas and facilities, (Article VI; Section 1)
4. If interior repair is necessary due to inaction by an owner, the Board of Administrators may have repairs made at the owner's expense. (Article VI; Section 10)
5. Special Assessments may be levied by the Board of Administrators against individual owners in appropriate circumstances. (Article VI; Section 3)
6. The Board of Administrators has the authority to establish budgets, collect fees, and deal with defaults. (Article VI; Section 1)
7. The Board of Administrators has the responsibility to establish reasonable rules and regulations of the Association. (Article VI; Section 9)
8. The Board of Administrators has responsibility and authority to enter a unit in connection with construction or maintenance for which the Board is responsible. (Article III; Section 8)
9. The Board of Administrators has the authority to retain an entrance key for each unit. (Article VI; Section 16)
10. Maintenance and repair of condominium interiors and/or damages to any other units caused by any owner, owner's family, guests agents, renters, employees, or contractors are the responsibility of the owner. (Article VI; Section 10)

APPENDIX B -1

INSURANCE

One of the many functions of your Board of Administrators is the purchase of an insurance policy to cover the buildings and common liability of our association. It is the intent of the board to provide coverage that would restore your unit to its original condition in the event of a loss. It is your responsibility to cover your contents and personal liability.

The Association policy has a deductible payment. When a claim is made through the Association policy it may be necessary for the unit-owner to pay the deductible. This situation would most commonly occur when the loss originated from within a unit. For example, smoke damage results from a fire in the fireplace. The deductible, loss to the unit-owner's personal property, and improvements and betterments would be the unit-owner's responsibility.

Under many unit-owner's policies (HO-6) the deductible under the Associations policy for which you would be responsible, would be covered under the section dealing with coverage on the structure. In the event, you would want to add the Association deductible for which you were responsible to your claim under your unit-owners policy along with any damage you suffered to personal property and your improvements and betterment.

Please keep in mind the Association is the named insured on the master policy. However, on losses that are contained solely within the unit, it is the responsibility of the unit-owner to cooperate and coordinate the settlement with the Insurance Company. Also, the unit-owner ultimate satisfaction with the claim settlement is of the utmost importance. On most losses that originate from OUTSIDE the unit, such as wind, lightning, etc., the Association will pay the deductible and be more heavily involved in the administration and repair coordination

APPENDIX B-2

HYPOTHETICAL INSURANCE CLAIM FLOW CHART

EXAMPLE: 10:00 P.M. – ONE OF YOUR WATER LINES RUPTURES IN YOUR WALL

1. Unit –owner is to get the water shut-off immediately by whatever means available:
 - A. Turn off water
 - B. Call a contractor or plumber you are familiar with
 - C. Call any plumber or contractor in the yellow pages
 - D. Call the Managing Agent for possible suggestion on a plumber or contractor
2. Take prudent steps to prevent any further loss.
3. First thing next morning report the loss to the Managing Agent (even if you have spoken with her/him about a plumber it is still a good policy to call the office the next morning when things are likely to be less stressful for you to report the actual loss.
4. Report the loss to your personal unit-owner (HO-6) insurance carrier.

The Managing Agent will then report the loss to the Association insurance carrier. If you would also like to talk to the Associations agent, call First Insurance Agency 812-331-3233 or 812-331-3230.

5. Other than steps 1 and 2, it is important that no general repair work be started until you're given the OK by the Associations Insurance Agent.
6. The Associations Insurance Agent is responsible for coordinating the claim processing. After the initial conversation with the unit-owner, the insurance agent will advise the unit-owner as how to proceed.
7. After the repair work is completed the Insurance Agent will send payment for the loss, less the deductible to the Association.
8. After the Association confirms with the unit-owner that the work is completed satisfactorily, the check will be endorsed and mailed to the contractor who did the repair work.
9. The unit-owner would have to pay the deductible in this example.

BAY VIEW OWNER/RENTER GUIDELINES: PLEASE READ AND POST!

Grilling: Charcoal grill and gas grills are strictly prohibited; electric grills may be used on rear decks only.

Fireplace safety: Burn only real wood in your fireplace. NEVER BURN ARTIFICIAL WAX LOGS (such as Duraflame), TREATED WOOD, CHARCOAL, OR COAL in your fire-place.

Firewood Storage: Store all firewood under the rear decks, not on front or rear decks (for fire protection and termite control).

Front Porch Housekeeping: All trash/garbage is to be bagged and deposited in the provided dumpster. No trash can or garbage bags should be left on FRONT OR REAR decks due to raccoon or rodents problems. Personal belongings (i.e., brooms, mops, shovels, swim wear, towels, boots, fishing poles, bicycles, baby carriages, rugs etc.) are not to be left or stored on decks or walkways at any time.

Pets: Only homeowners are to have pets (a maximum of two). NO RENTERS ARE TO HAVE PETS. Homeowners who violate the policy are to be assessed a fee of \$25.00 per month. All pets are to be kept on a leash and not allowed to roam freely. CLEAN-UP AFTER PETS (IN GRASS, FLOWER BEDS, ETC.) IS MANDATORY. Attention should be paid to noise control or aggressive behavior of pets.

Freeze Protection: When the owner/renter plans to be away, please follow the following guidelines:

- Set the thermostat at 55 degrees.
- Open cabinet doors under kitchen and bathroom sinks.
- Leave a key for your unit with Eagle Pointe Security (in case of emergency).

THESE SIMPLE AND SAFE GUIDELINES ARE APPROVED AND ISSUED BY THE BAY VIEW BOARD OF ADMINISTRATORS. ALL HOMEOWNERS ARE RESPONSIBLE FOR COMMUNICATING ALL POLICIES TO RENTAL AGENCIES AND RENTERS.

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TELEPHONE NUMBERS

AAA	800-624-9820
AMBULANCE	911
BLOOMINGTON HOSPITAL	812-353-6821
EMERGENCIES	911
FIRE	911
INDIANA STATE POLICE	812-332-4411
INSURANCE	812-331-3233 or 812-331-3230
MONROE COUNTY SHERIFF	812-349-2780
POINTE CLUBHOUSE	812-824-4040
POINTE SECURITY	812-824-8940
POLICE	911