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AWB OWNERS ASSOCIATION, INC.

COMMUNITY
POLICY
HANDBOOK

Community Policy Handbook

Welcome to AWB Owners Association, Inc.

This handbook is designed for the use of new and existing Residential and Commercial Owners of units in the Anthony Wayne Building. For ease of use by Residential Owners, this handbook is addressed to those owners; however, to the extent applicable, the handbook's provisions also apply to Commercial Owners. Please be advised that this Handbook may not be all-inclusive and other topics may be addressed in your condominium documents, such as the Amended and Restated Bylaws of AWB Owners Association, Inc. ("Bylaws") and the Declarations of AWB Holdings Inc. as amended ("Declarations"). Provisions of the Bylaws and Declarations shall always supersede the provisions of this Community Policy Handbook and no rule, prohibition, or other provision herein shall lessen or negate both the Bylaws and Declarations.

Each Resident is entitled to the exclusive use and enjoyment of his/her condominium home in a peaceful, quiet, and private environment. To ensure each Resident these rights of quiet enjoyment, community policies are necessary to define acceptable activities and behavior in an environment of community living.

The Community Policy Handbook is written with four objectives in mind:

- 1) Safety
- 2) Mutual Respect
- 3) Protection of Property Value
- 4) Ease of Administration

Please note that The Community Policy Handbook is designed to protect the rights of all Residents, the community, its owners, and managers. The policies contained herein are not intended to infringe on the rights of any owner or Resident, but rather to protect the rights of all unit owners, Residents, and anyone on the property at the invitation or by the permission of a Resident, and to facilitate an environment of peaceful, community living. Each unit owner shall be responsible for the conduct of the Residents in his/her unit as well as any guests, tenants, or anyone else on the property at his/her invitation or permission.

The Board of Directors reserves the right to amend, alter or supplement the Community Policy Handbook and the policies contained herein.

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Definitions

1. Association

The AWB Owners Association, Inc. is an Indiana Non-Profit Domestic Corporation, its successors and/or assigns.

2. Board

The Board of Directors of the Association. The Board is vested with the authority and responsibility of governing the Association as established in the bylaws and declarations of AWB Holdings, LLC.

3. Common Area

As defined in the Declarations.

4. Common Expenses

As defined in the Declarations.

5. Management Company, Management, Managing Agent or Agent

The entity employed by the Association to manage the day-to-day administration of the property in the matter directed by the Board.

6. Resident or Resident Group

For purposes of the Community Policy Handbook, Resident is an owner of either commercial or Residential units. While the Anthony Wayne Building has both commercial and Residential units, the Community Policy Handbook is applicable in the same manner to both unit types, unless otherwise specified. Resident in the Community Policy Handbook is also broadly defined to include Resident's employees, guests, invitees, friends, family, clients, customers and the like (hereinafter "Resident Group") while in the Anthony Wayne Building. Owners of units in the Anthony Wayne Building are responsible for their Resident Group and are expected to properly advise their Resident Group of the rules herein.

7. Units

All units in the Anthony Wayne Building including commercial and Residential units.

General Policies

1. Inclusion of Amended and Restated Bylaws and Declarations of AWB Owners Association, Inc.

- a. Along with this Community Policy Handbook, Residents, owners, and occupants are bound by the Bylaws and Declarations. Residents, owners, and occupants acknowledge receipt of the Bylaws and Declarations.
- b. Provisions of the Bylaws and Declarations shall always supersede the provisions of this Community Policy Handbook and no rule, prohibition, or other provision herein shall lessen or negate both the Bylaws and Declarations.
- c. As to Community policies, please note especially Sections 13, 14, and 15(i) of the Declarations and Article VI of the Bylaws.

2. General Health, Safety, and Welfare

- a. It is expected that all Residents will be thoughtful and respectful of the privacy of their neighbors at Anthony Wayne Building at all times. Residents shall not make or permit any noxious, offensive or unlawful activities or excessive noises from within a single unit or in the Common Areas to be or become an annoyance or nuisance to other Residents. It should also be noted that there is no smoking allowed in any indoor Common Areas, including the parking garage.
- b. Residents shall also be responsible to AWB Owners Association, Inc. for costs of corrective measures. Such measures may include, but are not limited to, requiring a general extermination of any rodents or pests within a Unit or Common Area.

3. Community Appearance

- a. All window coverings must have a white or tan backing. Other window coverings that are not approved by AWB Owners Association, Inc. in writing are not acceptable.
- b. Nothing (e.g. clothing items, bicycles, rugs, trash, grocery carts, small rolling carts) may be stored in Common Areas such as the hallways or the garage. Anything found in these areas shall be removed by Management.
- c. No signs, advertisements, notices, additional lettering, flyers, or satellite dishes should be exhibited, inscribed, painted, or affixed by a Resident or occupant on or to any part of the exterior of the condominium.

- d. No alterations shall be made to the exterior of the building or to any of the Common Areas without the prior written consent of AWB Owners Association, Inc. Furthermore, nothing shall be done in any unit or in, on, or to the limited Common Areas in the Anthony Wayne Building which would impair the structural integrity, safety, or soundness of the buildings or which would structurally change the building.
- e. Placement and installation of any television satellite dish, or similar appliance/device are prohibited without the prior written consent of AWB Owners Association Inc.
- f. Customary and usual door decorations are permitted, but size is limited to 18" x 24". Penalties for violations may be assessed. Welcome mats are permitted, but no larger than 24" x 36".
- g. Residents may not alter, change, or replace the entry doors or fixtures thereon for his/her condominium as the doors exist as of August 2015 without the prior written consent of AWB Owners Association, Inc.
- h. Residents will maintain his/her unit to ensure high quality amongst the units. AWB Owners Association, Inc., in its judgment, will notify Residents if maintenance is required, and it will be the Resident's responsibility to remedy defects in his/her unit.

4. Fire & Safety

Emergency Procedures are published separately and will be updated from time to time. In addition:

- a. Except for typical residential and office cleaning materials, storage of flammable fluids/liquids or explosive materials within the building or anywhere within the Anthony Wayne Building is strictly prohibited.
- b. Storage of paper or plastic bags or flammable material, adjacent to the hot water heater, HVAC, stove, refrigerator or other electrical appliance creates a health and fire hazard and is strictly prohibited.
- c. Disconnecting or disabling the smoke/fire alarm is prohibited.
- d. Resident's personal possessions, interior improvements, and vehicles are not covered for fire, theft, or other perils. Residents are strongly encouraged to maintain homeowner's coverage for all personal possessions, interior improvements, appliances and fixtures, and automobiles. Resident acknowledges and agrees that he/she has been advised to protect his/her such property with homeowner's and/or automobile insurance.

- e. Clear access must be maintained at all times to and from all units served by a fire exit as required by the City of Fort Wayne Fire Code and other applicable laws, codes, ordinances, and insurance requirements.

5. Waste Removal

- a. For Residential units, trash receptacles are provided on each floor in the electrical room. Residents must place trash in the appropriate trash receptacle and not leave any trash on the floor of the electrical room or in the hallways. All trash must be in sealed bags before placed in the trash receptacles. All boxes should be broken down before being placed in or adjacent to the trash receptacles.
- b. For commercial units, trash procedures will be established and approved by Management to ensure trash and waste are properly disposed of and not permitted to accumulate in Common Areas.
- c. No trash or garbage accumulation is allowed within the building. Discarded trash, garbage, and household personal items are not allowed in storage areas, hallways, or Common Areas within the building. Items must be placed in designated trash areas.
- d. Foreign objects and obstructive substances or items are not allowed in a sink drain, commode, or tank and or sewer system. If a violation is found of this policy, Resident will be charged for the cost of repairs to the plumbing system. Resident agrees to immediately notify AWB Management of any water leaks in the condominium or in the building.
- e. It is the responsibility of the Resident to remove from the building, and properly dispose of, all unwanted household items or personal property. If AWB Management must remove any unwanted household items or personal property, the total cost of such removal will be charged to the Resident.

6. No Solicitation

- a. Canvassing or distributing solicitations to individual units is prohibited except for official business of AWB Owners Association, Inc. or its managing agent(s).

7. Conduct of Residents and Resident Groups

- a. Residents will control the volume of stereos, TVs, entertainment systems, media equipment, and musical devices within their units so that they do not disturb other

Residents' right of quiet enjoyment. Residents agree not to annoy or disturb other Residents and that noisy or disorderly conduct will not be permitted.

- b. Residents, Resident Groups, and Owners will not engage in, or participate in, such conduct which is illegal, objectionable, prejudicial to the rights, privileges, safety, and general welfare of the other Residents, Management, or The Board. Any act, which threatens, intimidates, harasses others, is physically violent with, is verbally abusive without injury to another person, or creates a public or private nuisance, will not be tolerated.
- c. No noxious, offensive, or illegal activity shall be carried on in any portion of the Common Areas or elsewhere in the building, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to other Residents and Owners.
- d. Residents are responsible for the conduct of their guests.
- e. No music is permitted in the Common Areas, without the consent of the AWB Owners Association, Inc.
- f. Residents shall not operate any vehicles, machines, appliances, accessories, or equipment in such a manner as to cause, in the judgment of the AWB Owners Association, Inc., an unreasonable disturbance or an unsafe condition for other Residents, Owners, and occupants in the Anthony Wayne Building.
- g. All living areas (excluding those tiled, such as kitchen and bathroom) must have padding and carpet on the floors, or padding under wooden floors. If the Resident wishes to install a different type of floor covering, the Resident is required to maintain soundproofing qualities equivalent to carpet and padding. All proposed changes must receive prior written approval from the Board.
- h. Smoking is prohibited in all Common Areas of the building, including but not limited to the hallways, lobbies, basement, restrooms, the garage, and the 5th Floor Common Area.
- i. Although smoking is permissible in Residential units, for the comfort and health of all Residents, the Owner of any Residential unit where smoking occurs is responsible both for ensuring that smoke and smoking odors be confined to his/her/their unit, and preventing the transmission of smoke or smoking odors into any other Residential unit, or into the Common Areas. The Owner of any Residential unit where smoking occurs is responsible to undertake and pay for any and all costs of the elimination of such odors in another Residential unit or the Common Areas. Upon receipt of a written complaint of smoke transmission, AWB Management will work with the Owner of the Residential

unit where smoking occurs to timely require him/her/them to fully eliminate the transmission of the smoke and/or smoking odors.

- j. Residents must comply with requests by Management to cease any violation of these rules.

8. Minimum Temperature of Unit

- a. The Resident of each unit shall heat the unit so as to maintain a minimum temperature in the unit of not less than 55 degrees Fahrenheit during the period October 1 through May 31 of each year in order to minimize the risk of damage from freezing pipes, both condominium unit specific and common, which pass close to or through individual condominium units. This minimum heating requirement must be met even when the unit is not occupied.

9. Parking and Parking Garage

- a. **Assigned Parking:** Residents agree that they shall not park in any spaces other than the one conveyed in their deed, unless otherwise specifically directed by Management. Resident shall promptly report to Management any vehicles or other objects, which are improperly parked or left in Resident's assigned space. Resident agrees that they have no authority on their own initiative to call a towing service or to cause another vehicle to be removed from or towed from Resident's agreed space. Only Management shall be authorized to have a vehicle or other property removed which is in violation of the terms and provisions of this agreement.
- b. No motorized boat, sailboat, or watercraft of any nature, and no trailers or recreational vehicles of any kind, shall be stored or kept at any time in any parking spaces or in any Common Areas of the building.
- c. No vehicle shall be parked with a "For Sale" sign attached to the vehicle.
- d. No person may sleep or otherwise reside for any period of time in any vehicle parked within the Anthony Wayne Building or any Common Area.
- e. No maintenance of any kind other than light cleaning, filling or "topping off" fluids, and checking oil may be performed on or in a vehicle that is parked in any parking space or in any Common Area of the building. Any vehicle losing fluids shall be repaired immediately by the owner in order to avoid potential flammable and hazardous situations and/or damage or staining to the Common Areas.
- f. No skateboarding or rollerblading shall be allowed upon or within the garage.

- g. Studded snow tires are not permitted in parking spaces within the garage.
- h. Vehicles may not be parked, loaded or unloaded within the building in such manner as to obstruct passage, or ingress or egress of other vehicles or persons in the building, or that will obstruct proper snow removal from the building.
- i. All motor vehicles parked within the building must carry a valid, current license plate and be in operating condition, and all persons operating motor vehicles within the building must hold a valid, current driver's license.

10. 5th Floor Common Area

- a. The entire 15' overlooking Clinton St. on the 5th floor is reserved for the use of owners of residential condominiums. The remaining area adjoining that strip on each end is reserved for owners of commercial condominiums, although owners of residential condominiums are permitted to use the grills and waste disposal bins placed thereon.
- b. All Residents must clean up after themselves including disposal and removal of all waste, and cleaning of a grill used by them.
- c. Please be sure all grills are turned off when you are done using them. A Resident who leaves a grill on shall be assessed the cost of refilling a tank of gas.
- d. Smoking is prohibited in the 5th Floor Common Area.

11. Children

- a. The purpose of this section is to insure the safety and welfare of the children occupying or guests of those occupying the Anthony Wayne Building. In general, it is encouraged that all children under the age of 12 have adult supervision at all times. In addition, loud, rude, and obnoxious behavior will be avoided.
- b. No playing in the lobby, parking garage, or Common Areas is permitted.
- c. Skating, biking, or riding scooters in the Anthony Wayne Building is not permitted.
- d. Children under 16 years of age must be accompanied by a parent, legal guardian, or other responsible adult at least 18 years of age to use the grills.
- e. Residents are responsible for the behavior of and any damage to any property caused by children under their supervision, even when the Resident is not home.

12. Pets

- a. No animals other than cats, dogs, small birds, fish, or other animals reasonably considered by the Board to be household pets shall be raised, bred, or kept anywhere in the building. No snakes, spiders, reptiles, poisonous insects, or other exotic animals shall be kept in any unit. Permitted animals shall not be kept, bred, or maintained for any commercial purpose.
- b. Residents shall be limited to a maximum number of four fully grown pets (excepting fish.)
- c. Permitted pets shall not create a nuisance for Residents by virtue of continuous and repeated barking, whining, crying, or any other disturbance. In the case of such a disturbance, the Resident will be notified by Management of the complaint and will be given an opportunity to correct the problem. If the nuisance or disturbance continues thereafter, or if a Resident has been found guilty of repeated violations of these Pet rules, the Board, after consideration of the facts and circumstances, may at its discretion upon due notice and hearing, issue a fine or elect or order the Resident to have the pet permanently removed upon thirty (30) day written notice by the Board, all at the discretion of the Board.
- d. All pets must be on a leash and under the control of an adult Resident when outside the Resident's Unit or in any Common Area in accordance with policies of the Anthony Wayne Building, and all county and local ordinances.
- e. Pets are to be walked outside the building, including outside the Common Areas. In the event of an "accident" in the Common Areas, pet droppings must be immediately removed by the pet's owner.
- f. All Residents shall be responsible for the actions of both their pets and/or pets visiting the unit. All Residents shall assume full responsibility for any personal injury and/or any property damage caused by any permitted pet or visiting animal to any party so injured or damaged and shall indemnify AWB Owners Association, Inc., AWB Holdings, LLC, Management and its agents, and hold them harmless against any loss or liability of any kind that might arise from damage caused by maintaining the permitted pet or visiting animal within the building. Costs of repairing any damage to the Common Areas or other Anthony Wayne Building property caused by a pet shall be the responsibility of the Resident, and the Board may levy a fine against such owner to cover such costs. Board action or proceedings for violations of the Pet Rules shall follow the procedures set forth in the Remedies/Enforcement Section.
- g. Resident will be asked to remove any pet that is in violation of these policies

13. Interior Modification/Alteration Approval Process Policy

- a. Residents shall contact Management prior to making interior alterations to determine whether the change is structural.
- b. If Management is unable to determine if the alteration is structural, the Resident shall be required to obtain an expert opinion, at Resident's expense, from an architect, engineer, or other qualified professional.
- c. Alterations affecting the Building's structure are not permitted.
- d. The Resident shall ensure that all alterations are made in accordance with approved plans.
- e. If it becomes necessary for construction to vary from the original plans, prior approval from the Board must be sought before proceeding.
- f. Resident shall indemnify the Board, the Association, its agents, and other Residents against any violation of building or fire codes and against defective workmanship caused by all alterations. The Resident stipulates and accepts full responsibility for said violations and/or defects and agrees to correct them immediately upon discovery at the Resident's expense. The Resident shall also fully compensate any other Resident harmed by said violations or defects.

14. Contractors

- a. For contractor work, the General Contractor will be required to meet with Management in advance to review the contract, scope of work, permits, review of sub-contractor licensing, insurance requirements, rules and regulations, schedule review to assure the work will be accomplished in the time agreed and with the least possible inconvenience to the Residents. General Contractor will be responsible to provide a list of employees, proof of employment and insurance for all workers including sub-contractors and their employees before any work will be allowed.
- b. For repair work in the ordinary course, Resident shall coordinate entry for the repair person, unless use of a freight elevator is required. Resident shall contact Management and coordinate use of freight elevator prior to use.
- c. Any loading or unloading of tools, equipment, and supplies must be done at the bottom of the entrance ramp or in designated contractor parking spaces, with building access or exit through the parking garage. Tools, equipment, and supplies cannot be stored in the lobby when arriving or departing, they must remain outside until an elevator becomes available.

Residents must have free and safe access to the lobby and Common Areas.

- d. All items entering the elevator must be wrapped not to damage the interiors of the elevator. No items can touch or be placed against elevator interiors.
- e. The General Contractor for any job is responsible for any and all damage to areas, lobbies, or the elevator and all areas must remain clean and orderly. The General Contractor is also responsible for daily clean up. The General Contractor must have an employee on site at all times to handle their subcontractors and deliveries. To the extent the General Contractor damages any Common Area or fails to clean up, the Resident who engages the General Contractor is responsible therefor.
- f. Access to all areas other than the worksite is prohibited. There can be no work or material of any kind stored in the lobby, the stairwells, or equipment rooms
- g. A restroom in the basement will be made available for use so long as it is kept clean, orderly, and uncluttered by the General Contractor and its subcontractors and their employees.
- h. All contractors must perform work only between the hours of 8 a.m. and 5 p.m. each day.
- i. No smoking by Contractors will be allowed in the building, parking areas, Common Areas, or interior units.
- j. Any workers who fail to comply with these rules will be subject to removal.

15. Move In/Move Out Procedures

- a. All moving procedures must be scheduled in advance with Management. Moving into or moving out of the unit must be accomplished between the hours of 9:00 AM and 8:00 PM to minimize disturbance to Residents. If Residents have any questions prior to moving in, they are encouraged to contact Management for assistance.
- b. Residents are responsible for any damage that occurs to the Common Areas during their move, whether done by themselves or their movers.

16. Condominium's Designated Purposes

- a. The Anthony Wayne Building has both residential and commercial units. Residents must use the condominium for its designated purpose. If a condominium unit is residential it may only be used for residential purposes. If a condominium is used for commercial

purposes, it may only be used for commercial purposes.

- b. A Resident may apply to change the designated purpose for the unit with AWB Owners Association, Inc. and the designated purpose change may only occur with prior, written consent by AWB Owners Association, Inc.
- c. The previous provisions notwithstanding, the 11th floor may be designated for either residential or commercial use without the prior, written consent by AWB Owners Association, Inc.

17. Bicycle Storage

- a. Bicycles will be stored in areas designated by Management for that purpose. They will not be kept in hallways or any other Common Areas.

18. Storage Lockers

- a. Storage lockers are provided for residential use only by Residents. Residents are required to provide their own lock and shall not store any dangerous or illegal substances therein. Residents acknowledge that Management does not provide security for storage lockers.

19. Deliveries

- a. For deliveries where an elevator stop is necessary after initial move-in, Residents must contact Management to schedule same and for key release.

20. Change in Ownership

- a. Residents who are selling their unit, and buyers, are required to contact Management prior to closing. An administrative assessment of \$100 will be charged to all new owners.

21. Remedies, Enforcement, Appeals

- a. Please see Section 6.02 of the Bylaws.

22. Returned Checks

- a. The following fees shall be charged to the writer of any check written to the Association that is returned by the financial institution due to insufficient funds:

- i. **First returned check:** The amount charged by the Association's financial institution, but not less than \$50.
 - ii. **Second returned check:** The amount charged by the Association's financial institution or the maximum amount allowed by law, whichever is greater.
- b. The Association shall stop accepting checks from any Resident who has written two checks returned due to insufficient funds.
- c. The writer of any check returned due to insufficient funds shall pay the Association, by certified funds only, the amount of the check, plus all applicable fees, within five (5) days of notice from the Board or Management.
- d. If the writer of an insufficient funds check fails to make payment as required, Board reserves the right to pursue all legal and equitable remedies available, including presenting the check to the Allen County Prosecuting Attorney's Office for action.
- e. In the event the returned check is turned over to an attorney for collection, Resident agrees to pay all collection fees, including court costs and attorney's fees.

23. Exterior Windows

- a. As provided in the Declarations, exterior windows, window frames, and glass are a part of the Building and do not belong to individual Condominium Unit owners. Nevertheless, each Resident is responsible for the interior surface of the windows and frames and for the function of the windows inside his/her/its individual unit. Window panes and seals broken from the inside shall be repaired or replaced at the unit owner's expense, but to maintain the uniformity of the appearance and quality of exterior windows, such repair or replacement will be performed by the Association, and to the Association's specifications.