

## **Kensington Estates Co-Owners Association (KECOA) Responsibility Checklist**

The Responsibility Checklist is provided for reference to common questions surrounding the Kensington Estates Co-Owners Association (KECOA) Declaration and Bylaws. This document is provided to further clarify certain areas. Neither of these documents is intended to replace any legal document.

KECOA is a true Condominium neighborhood (not a Planned Unit Development) for residential purposes and occupancy for a single family and is subject to Indiana State common law condos. The Co-Owners Association (COA) consists of the Board of Directors and the owners of the condo units. Property Services Group (PSG) is not part of the COA, but a Management Company specializing in managing condos and hired by the COA. PSG's job is to assist the Board of Directors and ensure the Association as a whole is managed financially and manages our upkeep and maintenance.

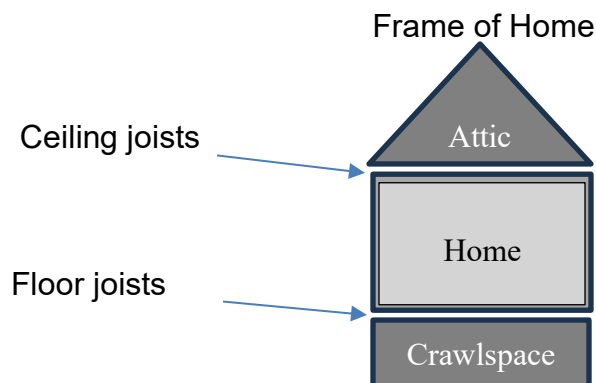
Board Approval is required (via an Architectural request form) for certain projects as outlined in the Declaration and Bylaws. Proper permits and insurance coverage are required by any contractor before an Architectural request form can be approved. The owner is to notify PSG upon completion of the project for inspection.

It is suggested that the board be informed of intent to sell a home so that we can make sure that potential buyers have proper Declaration and Bylaw information.

### **Summary of Declaration and Bylaws**

A "co-owner" of a condominium owns the space inside the home as follows and is listed on the Responsibility checklist as "Owner's Responsibility":

- Starting with the top of the ceiling joists down, plus the insulation
- The top of the floor joists up, including any sump pump. This includes any and all floor treatments (carpet, wood, tile, etc.)
- The framing studs inward (basically from the drywall inside)



The co-owner is responsible for and insuring anything within these parameters, plus windows and doors per the KECO Declaration and Bylaws and is to maintain an H06 Insurance Policy.

The COA is responsible for the attic space from the ceiling joists through the roof, the crawlspace from the floor joists to the ground, and the exterior of the building from the studs out.

No owner may make any of the following modifications without prior written consent of the board

- Attach in any manner any item to the outside surfaces of any building, do or permit anything in any unit which is unlawful, cause injury, impart the structural integrity of a building, carpet uncovered porches or patios, or cause an increase in the rate of insurance.
- Add any fences, wagon wheels, artificial animals, rain barrels, bird baths or bird feeders except as defined in the Bylaws.
- Place any waste or do any digging in any common area or limited common area including the planting of trees, plants, and flowers except as defined in the Bylaws and provided that owner maintains the area where the plantings occur.

Pest control will be reviewed and remediated at the discretion of the Board of Directors.

## **Definitions**

“Co-owner” is the owner of the condo unit and part of the Co-Owners Association

The “Common area” is generally defined as green space.

“Limited common area” is driveways, sidewalks, etc. generally used to access units.

“Attic” is the area starting with the top of the ceiling joists to the roof.

“Crawlspace” is the floor joist and below the unit.

“Concrete Slabs” refers to any exterior concrete poured as part of original construction. Patios, porches, etc. added by an owner are the responsibility of the owner.

“Exterior lights” are in the common space (streetlights, entry landscape lights) and do not include lighting powered by the co-owner’s meter. All exterior fixtures powered by the co-owner’s meter are the responsibility of the owner.

“Landscaping” (plants, trees, shrubs, etc.) added by an owner is the responsibility of the owner.

“Owner” includes any previous owner of the unit. The current owner is responsible for additions from any previous owner upon purchase of the unit.

“Unit” is any condo home owned by a co-owner.

# **KENSINGTON ESTATES CO-OWNERS ASSOCIATION (KECOA)**

## **SUMMARY OF BOARD MANAGER & CO-OWNER RESPONSIBILITIES,**

### **ASSESSMENTS AND RESTRICTIONS AS STATED IN THE BY-LAWS**

#### **DUTIES OF THE BOARD OF MANAGERS (SECTION 3.06, page 5)**

The Homeowner's Association is responsible for:

- a) Maintenance, repair and replacement of the **common areas and limited areas including driveways, sidewalks, and stoops.**
- b) Removal of **garbage and waste, and snow** from the common areas.
- c) **Maintenance and repair of the exterior of buildings.** Maintenance of exterior doors, garage doors and windows shall be **limited to outside painting and caulking.**
- d) Assessment and collection of each owner's pro-rate share of the common expenses and each owner's assessment.
- e) Preparation of **proposed annual budget** with the mailing of the notice of the annual meeting.
- f) Preparation of a year-end statement listing all income and expenses for the prior year.
- g) Maintenance of an up-to-date accounting of all income and expenditures of the co-owner's association. Records and vouchers shall be made available for examination by any owner upon written request to the board.

Regular Assessments (Section 5.03)

Special Assessments (Section 5.04)

#### **MAINTENANCE & REPAIRS (SECTION 5.05, page 12)**

The owner is responsible for maintenance and repairs within their unit. If neglected, would adversely affect the value of the property and is the responsibility of the owner. This includes but not limited to:

- All **water lines serving** the unit.
- All **sanitary sewer lines and vents** serving the unit terminating at the building's common sewer lateral.
- **Electric lines** serving the unit commencing at the meter base.
- **Gas lines** commencing at the gas meter.
- **Air conditioning** equipment
- All **kitchen and household appliances**
- **Exterior doors, windows, and garage doors** (except as noted in Section 3.06 (C) – painting and caulking)
- **Interior light fixtures and all other accessories** belonging to the owner and appurtenant to the building unit, **including all materials used to cover or enclose the patio.**

This document is for reference purposes only and not for legal interpretation.

"Limited areas" = front porches and driveways per page 6 of the Declaration/Regime. Page 1 of 3

## **RESTRICTIONS ON USE (Article VI, Section 6.01, pages 13 - 15)**

The following restrictions on the use and enjoyment of the building units, common areas, limited areas, and the property are in addition to those set forth in the Declaration as follows:

- a) All building units shall be used exclusively for **residential purposes** and occupancy for a **single family**.
- b) **No additional buildings shall be erected** other than the buildings designated in the Declaration and shown on the plans.
- c) Nothing shall be done or kept in any unit or in the common areas or limited areas **which will cause an increase in the rate of insurance** on any building or the contents thereof. No owner shall permit anything to be done or kept in their unit or in the common areas or limited areas which will result in a cancellation of insurance on any building or contents thereof, or which would be in violation of any law or ordinance.
- d) No **waste** shall be committed in the common areas or limited areas.
- e) No owner may **attach** in any manner **any item to the outside surfaces of any building** without the written consent of the board. This shall include but not be limited to storm windows, TV antennas, awnings, canopies, patio roofs, shutters, and signs. It shall not include storm doors approved by the board.
- f) No owner may place any object in any common area or limited common area without the written consent of the board including, but not limited to **bird baths, bird feeders, artificial animals, rain barrels, wagon wheels and fences**.
- g) No owner may **plant trees, plants and flowers** in any common area or limited common area without the written consent of the board. Except flowers may be planted in designated planting areas adjacent to the buildings and patios by the owner authorized to use that area, **provided** that said **owner maintains the area** where the plantings occur.
- h) No owner may **carpet uncovered porches or patios** without the written consent of the board.
- i) No **animals** shall be raised, bred, or kept in any unit except small pet dogs, cats, or customary household pets provided that such pet does not create a nuisance. Pets shall be taken outdoors only under leash and the owner shall be fully liable for any damage to the common areas, or limited areas caused by his pet. Any pet which the board feels is causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the property upon two written notices. Town ordinances covering pets shall be enforced.
- j) Nothing shall be done or permitted in any building unit which **will impair the structural integrity of the building, unlawful or cause injury** to the reputation of the building unit or to be a nuisance, annoyance, inconvenience, or damage to other

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“Limited areas” = front porches and driveways per page 6 of the Declaration/Regime. Page **2** of **3**

residents including noise by the use of any musical instruments, radio, tv, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

- k) No clothes, sheets, blankets, rugs, **laundry**, or other items shall be hung out or exposed.
- l) No industry, trade or other commercial or religious activity, educational or otherwise, is permitted.
- m) No “for sale,” “for rent,” or “for lease” **signs** are permitted without written permission from the board.
- o) Only operating **vehicles** which are capable of fitting into a garage, and normally used for passenger service may be parked in driveways. Only vehicles in good mechanical repair so as not to damage or soil the paved surfaces and generally acceptable in appearance.
- p) No **digging** in common or limited areas (except those designated planting areas is allowed).

## **AMENDMENTS**

Creation, designation, and limitation of designated **planting areas** of the unit in which the co-owner owns as of May 10, 2000

- a) Area of 5 feet of uniform depth parallel to the brick face of the front may install plants never to exceed 4 feet in height.
- b) Area of 2 feet of uniform depth parallel to the brick face of the side, not including the air conditioner, may plant flowers never to exceed 2 feet in height.
- c) Area of 3 feet of uniform depth parallel to the rear may plant flowers and shrubs never to exceed 3 feet in height.
- d) Area of 3 feet of uniform depth parallel to the concrete edge (including walk on rear elevation) of the patio may plant flowers and shrubs never to exceed 3 feet in height.
- e) Area of 2 feet of uniform depth parallel to the garage door stoop may plant flowers or shrubs never to exceed 2 feet from the house on each side of the door stoop.

**Leases** are forbidden henceforth as of July 19, 2010.

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“Limited areas” = front porches and driveways per page 6 of the Declaration/Regime. Page **3 of 3**

**Kensington Estates Condominiums Co-Owners Association, Inc.**

**Responsibility Checklist**

See footnote on last page

<u>Description</u>	<u>Owner's Responsibility</u>	<u>Association's Responsibility</u>	<u>Board Approval Required for Replacement or Alteration</u>
<b>Air Conditioning Equipment</b>	<b>X</b>		
<b>Chimney:</b>			
Siding		<b>X</b>	
Flashing		<b>X</b>	
Exposed Flue (exterior)		<b>X</b>	
Inside Flue and Firebox	<b>X</b>		
Cleaning/Interior/Firebox	<b>X</b>		
<b>Patios/Porches:</b>			
Concrete Slabs		<b>X</b>	
Materials to Enclose or Cover	<b>X</b>		<b>X</b>
Enclosed Patio Structures in Entirety	<b>X</b>		<b>X</b>
Front Porches		<b>X</b>	
<b>Doors - Entry &amp; Siding:</b>			
Painting - Exterior		<b>X</b>	
Replacement	<b>X</b>		<b>X</b>
Hardware	<b>X</b>		
Doorbells	<b>X</b>		
Trim - Exterior	<b>X</b>		
Caulking		<b>X</b>	
Frames	<b>X</b>		
Glass	<b>X</b>		
Operation or Adjustments	<b>X</b>		
<b>Attic</b>		<b>X</b>	
<b>Crawlspace</b>		<b>X</b>	
<b>Sump Pump</b>	<b>X</b>		
<b>Driveway &amp; Sidewalk:</b>			
Concrete		<b>X</b>	
Walkways Serving Dwelling		<b>X</b>	
Stoops		<b>X</b>	
<b>Exterior Lights:</b>			
Exterior Light Fixtures		<b>X</b>	
Motion Detector/Installed by owner	<b>X</b>		<b>X</b>
Lights installed by owner	<b>X</b>		<b>X</b>
<b>Exterior Structural Problems:</b>			
Siding Repair or Replacement		<b>X</b>	
Concrete Repair or Replacement		<b>X</b>	
<b>Garage:</b>			
Garage Door (generally)	<b>X</b>		

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Garage Door/Painting and Caulking		X	
Flooring	X		
Door Panel	X		X
Door Repair and Adjustment	X		
Electric Door Opener Service	X		
<b>Gutters &amp; Downspouts:</b>			
Cleaning		X	
Repair and Replacement		X	
<b>Heating/Cooling Equipment:</b>			
All Parts (except exterior flue Flashing)	X		
Cleaning	X		
Annual Check-Up	X		
Filters	X		
Emergency Service	X		
Flashing Around Exterior Flue		X	
<b>Insulation</b>	X		
<b>Lawn - Common Area:</b>			
Cutting		X	
Trimming		X	
Fertilization/Insect Control		X	
Replacement		X	
Area Seeding		X	
Plantings/gardens installed by owner	X		X
<b>Pest Control:</b>			
Incidental Insects (mosquitoes, bees, flies)	X		
Carpenter Ants/Bees/Termites:			
Exterior		X	
Interior	X		
Squirrels, Chipmunks, Moles, Etc. (damaging exterior)		X	
<b>Radon:</b>			
Testing	X		
Vents & Exterior Pipes	X		
<b>Road Signs:</b>			
Street Identification		X	
Traffic Control		X	

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<b>Road Repairs</b>		<b>X</b>	
<b>Roof:</b>			
Shingles & Roof Vents		<b>X</b>	
Flashing		<b>X</b>	
Gutters & Downspouts:		<b>X</b>	
Leak, Exterior Repair		<b>X</b>	
Leak, Repairs to Unit Interior	<b>X</b>		
<b>Satellite Dishes:</b>			
Installation	<b>X</b>		<b>X</b>
Service	<b>X</b>		
Quality & Reception	<b>X</b>		
Leaks Caused by Improper Installation (including existing)	<b>X</b>		
<b>Screens:</b>			
Windows	<b>X</b>		
Doors	<b>X</b>		
Repair of Screens	<b>X</b>		
Installation of New Screens	<b>X</b>		
<b>Snow Removal:</b>			
Sidewalks		<b>X</b>	
Walkways Serving Dwelling		<b>X</b>	
Front Porches		<b>X</b>	
Patios	<b>X</b>		
Streets		<b>X</b>	
Driveways		<b>X</b>	
Guest Parking		<b>X</b>	
<b>Storm Doors:</b>			
Replacement	<b>X</b>		<b>X (if different style)</b>
Maintenance	<b>X</b>		
New Installation	<b>X</b>		<b>X</b>
<b>Storm Windows</b>	<b>X</b>		
<b>Trees/Shrubs (Common Areas):</b>			
Pruning		<b>X</b>	
Removal		<b>X</b>	
Fertilization/Insect Control		<b>X</b>	
Mulching		<b>X</b>	
If planted by owner	<b>X</b>		<b>X</b>
<b>Vents:</b>			
Dryer Pipe Cleaning	<b>X</b>		
Bath Vents	<b>X</b>		
Bird Screens	<b>X</b>		
Exterior Surface		<b>X</b>	

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<b>Water Supply:</b>			
Plumbing Serving Individual Units	<b>X</b>		
Common Plumbing Between Units		<b>X</b>	
Outside Faucets		<b>X</b>	
<b>Windows:</b>			
Brick Mold Replacement (external)	<b>X</b>		
Sill Extension Replacement	<b>X</b>		
Painting & Caulking (exterior)		<b>X</b>	
Painting & Caulking (interior)	<b>X</b>		
Glass Replacement	<b>X</b>		
Operations & Adjustments	<b>X</b>		
<b>Electrical Wiring:</b>			
Exterior/If serving one unit	<b>X</b>		
Interior	<b>X</b>		
Television Cable (no external runs)	<b>X</b>		no external runs allowed
Telephones	<b>X</b>		
Installation (exterior)	<b>X</b>		<b>X</b>
If Serving more than one unit		<b>X</b>	
<b>Water Heaters &amp; Softeners:</b>			
New Installation	<b>X</b>		
Repair and Replacement	<b>X</b>		
Replacement	<b>X</b>		

Responsibilities for various items are contained herein or as separately recognized by rules as published by the Board of Directors and based upon the existing Bylaws and Covenants. Specifically, all items marked as owner are your responsibility. Please note that any changes that affect the external appearance of your building will require Board approval. If the need arises to repair or replace an item that is an Association expense, but damaged by the homeowner, tenant, or guest, then the cost or the repair or replacement becomes the responsibility of the homeowner. This checklist is a general summary of the respective responsibilities of the Association and the owners. It is not an exhaustive list. Nothing herein is intended to give owners authorization to make alterations or modifications for which Board approval is required.