

THE HARBOURS

CONDOMINIUM HOMES

February 19, 2008

Christine Cde Baca
Deputy Director
Indiana Civil Rights Commission
Indiana Government Center North
100 North Senate Avenue, RM N103
Indianapolis, IN 46204

RE: Elizabeth & Donald Cantrell, ICRC No. HOha08020061 (Filed 1/30/08)

Dear Christine:

The Harbours Condominium Association, hereinafter referred to as the Association or HOA (Homeowners Association), is the object of a complaint from two of its members, Donald and Elizabeth Cantrell, pertaining to handicapped parking accommodations. Their complaint alleges that they are being denied specific handicapped parking spaces when they have previously asked for them.

The HOA denies this claim by the Cantrells on several bases as summarized below. Appropriate documentation is referenced and appended in support of the Association's position.

HOA not a property owner/landlord. The Cantrells have incorrectly identified residents at The Harbours as "tenants". All homeowners, including the Cantrells, have an ownership interest in the Property and a proportional vote in how it is managed. All parking spaces are owned, with legal title and recorded deed, by individual owners except for a few spaces granted to the HOA for general purposes, e.g., handicapped residents, visitors, vendors. There is a straightforward procedure for assigning HOA parking spaces as situations arise. Attachments 1 and 2 are, respectively, the "Rules and Regulations" for homeowners to reciprocally exchange spaces that they own for spaces under HOA control, and a list of those HOA spaces.

HOA not a party to alleged offense. The Harbours was a "conversion" project: an apartment building owned by a private developer who sold off condominiums to individual buyers. The Cantrells bought their condominium from the Developer who also owned and allocated parking spaces on the condominium property. The HOA existed while under the control of the Developer who owned and had complete control of all individually owned (not common) property assets, including parking spaces. As condominiums were sold, the original allocation of parking spaces was amended while the Developer had ownership control over them. One of the parking spaces (#17) in dispute by the Cantrells had previously been identified for handicapped needs, then later

assigned to a specific condominium, all while still under developer ownership and control. By the time that individual owners took over operational control of the HOA (April 2004), this parking space had been sold by the Developer along with the condominium to which it was assigned. And coincident with this date, a group of six strategically located parking spaces was conveyed by the Developer to the HOA for owners requiring reasonable accommodation. Attachment 3 is a copy of the deed documenting this conveyance.

Handicapped parking assignments handled equitably. The disputed parking space above (#17) was handled by the Developer no differently than other parking spaces assigned to other residents requesting reasonable accommodation. Harbours parking spaces 101, 102, 502, and 601 were originally identified as handicapped spaces, then later assigned permanently (sold) to individual homeowners with special needs as they purchased condominium units. The Cantrells are disputing only one such transfer.

Fairness for all homeowners needing reasonable accommodation. The Harbours is a diverse community with many residents requiring special accommodations. While it is theoretically possible to find a unique solution to a problem outside of the control of the HOA, it would be impossible to make similar provisions for each of the 200+ residents at The Harbours. We always have to be careful making precedent setting decisions, and enabling homeowners to go about choosing where they want a parking space would be problematic, outside of an individual sale between a willing buyer and seller. Also, a handicapped parking space assigned broadly to residents with short-term needs cannot be permanently assigned to one such resident without preventing other residents with similar needs from using it.

Not a violation of the law. The Association's counsel cannot find an example in case law that supports the Cantrells' position in this matter. Upon recent review, our accommodations for handicapped residents appear to be in compliance with the Americans with Disabilities Act and the Fair Housing Amendment Act, if either or both are applicable to us. We have tried to meet the requests of the Cantrells as we do with all of our residents and as we may be required by law, but we do not feel that we are compelled to do more.

No proposed remedies have been accepted. The Cantrells have thus far turned down all remedies voluntarily offered by the HOA. Attachment 4 shows that they have refused to reciprocally exchange one of their assigned parking spaces for a handicapped space (#104). Attachment 5 documents that they were offered such an exchange a second time. They claim that short term use of a handicapped space (#18) in the area they desire will not work. They have been offered non-handicapped parking spaces in areas suitable to them and have not obtained one. Through various property transfers, they have had at one time or another control of eight different parking spaces. In April 2007, the Cantrells sold a parking space (#522) that is approximately the same distance, 135 feet, from the elevator they use as a space (#23) that they claimed previously would meet their needs (Attachment 6). The Cantrells clearly recognized a current or potential need in this regard, waited until suitable, available parking spaces were sold to individual homeowners, and now want the HOA to address their needs after the fact while

themselves taking actions contrary to their own needs. Attachments 7 and 8 show the locations of the aforementioned parking spaces.

No eminent domain; unreasonable demands. The HOA cannot impose its will nor the will of any homeowner on other private property owners at The Harbours to, among other actions, seize their parking spaces. There are a total of 350 deeded parking spaces, twelve (3.4%) of which are owned by and under the control of the Association. The parameters upon which the Cantrells have defined their request—covered spaces on the surface lot (spaces #11 through 17)—comprise only 6-1/2 spaces (1.9%), each of which is deeded to a homeowner of record.

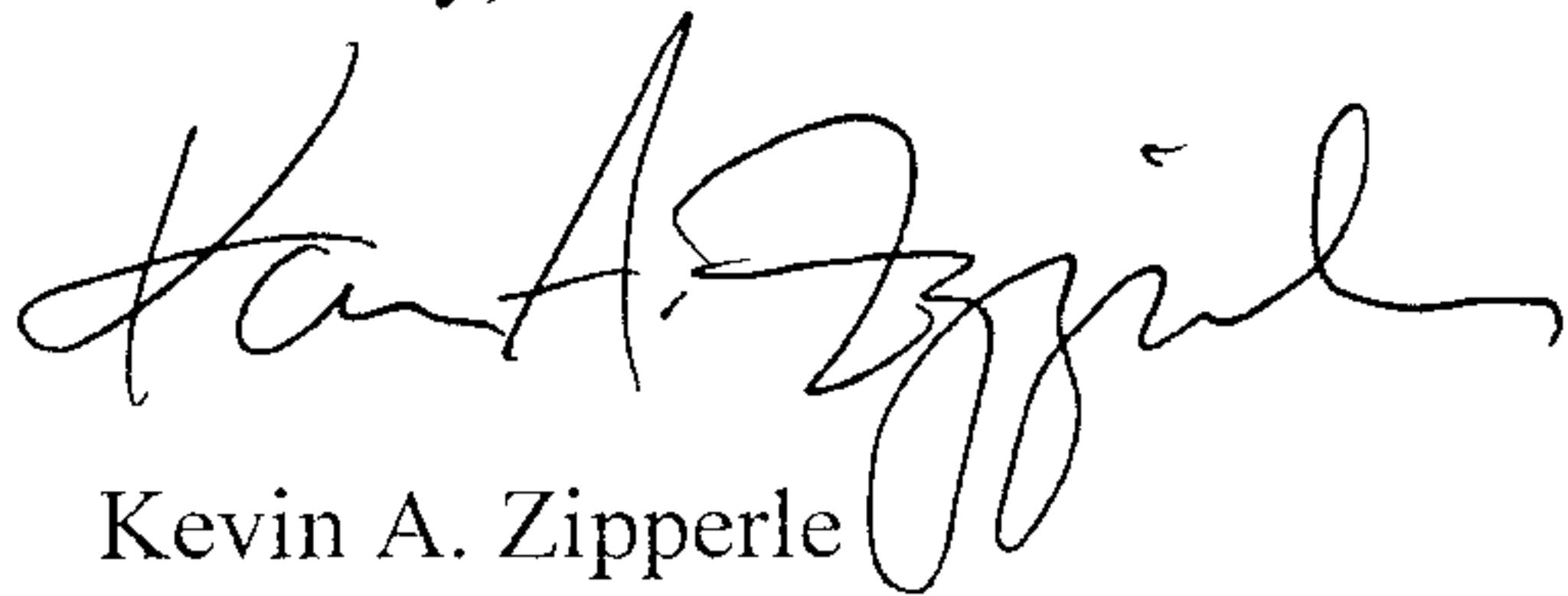
Complainant conflict of interest. On a prior occasion, Betty Cantrell has disclosed a working relationship with an Indiana Fair Housing Task Force researching handicapped parking at The Harbours. While purportedly having attempted to collect Fair Housing information, she is now appealing under the protection of the Indiana Fair Housing Act for relief. Her involvement with the Task Force is disclosed in Attachment 9.

Through their uncompromising positions and unwillingness to consider the HOA's situation and limitations, The Cantrells have caused their relationship with the HOA to deteriorate to the point where communications have become strained. However, the substance of those communications has been and continues to be our ongoing attempt to make reasonable and nondiscriminatory accommodations for them. We deny anything otherwise.

Please contact me if you need explanation or additional supporting information.

I declare under penalty of perjury that the forgoing is true and correct.

Sincerely,



Kevin A. Zipperle
Vice President
The Harbours Condominium Association, Inc.

Certified Letter #7002 0510 0001 2037 0815

Attachments

ATTACHMENT 1

Harbours Condominium Association, Inc. Handicapped Parking Spaces Rules and Regulations

The Harbours Condominium Association, Inc. (the "Association") controls the exclusive use of several parking spaces suitable for handicapped circumstances and has a policy to provide the use of such parking spaces to eligible handicapped residents subject to the following rules and regulations which may be amended from time to time by the Board of Directors of the Association.

An eligible resident must satisfy the following criteria;

1. The Harbours Condominiums is his or her primary residence.
2. The resident has a physical disability such that he or she is eligible for a handicapped license plate, decal or display, in accordance with the provisions of Indiana Code 9-18-22-1 (or any substantially similar statute replacing that statute), or the statute of another state.

The use of the handicapped parking space regulated as follows;

1. Upon written request, a handicapped parking spaces will be assigned to an eligible resident in reciprocal exchange for space owned by that resident.
2. Once a parking space is assigned, such eligible resident shall have the exclusive use of such space until such resident no longer satisfies the above eligibility criteria. Conversely the Association has the right to assign, use or lease such exchanged parking space on such terms and conditions as the Board of Directors may, from time to time, determine as set forth in written rules and regulations.
3. Upon request from the Association, a resident to whom a handicapped parking space has been assigned shall provide current eligibility criteria documentation, in order to establish continued eligibility.
4. Such resident and/or their caretaker shall promptly notify the Association if the resident no longer satisfies the above eligibility requirements and in such event relinquish the use of such parking space. Failure to comply with this provision will result in a monthly parking space fee of \$250 per calendar month or part thereof (without proration),
5. The exclusive use of such parking spaces are not transferable or appurtenant to the condominium of the eligible resident.
6. Handicapped parking space number 18 is reserved for temporary handicapped parking.

ATTACHMENT 2

Association Owned Parking Spaces

<u>Space #</u>	<u>Allocation</u>	<u>Status</u>
1	Staff	
2	Homeowner (60 minute limit)	
3	Homeowner Guest (4 hour limit)	
4	Handicap by decal	
18	Handicap short term disability	Available
29	Vendor	
30	Vendor	
31	Vendor	
103	Handicap reciprocal exchange	Exchanged
104	Handicap reciprocal exchange	Available
531	Handicap reciprocal exchange	Exchanged
601A	Handicap reciprocal exchange	Available

We also have use of the two spaces which have been reciprocally exchanged.

Harbours
3

ATTACHMENT 3

CLARK COUNTY RECORDER
Clark County Recorder
I 200411042 Page 1 of 3
C2 Date 05/07/2004 Time 11:31:54

PARKING SPACE INSTRUMENT OF ASSIGNMENT
Harbours Condominium

ALAN D. FEINSILVER, as President of Creekstone/Overbrook, LLC, which is the sole General Partner of the Harbours at Riverpointe, LP, which is the declarant concerning the Horizontal Property Regime Declaration for the Harbours Condominium (said Declaration recorded as Instrument No. 3210085 in the Office of the Clark County, Indiana Recorder) hereby assigns Parking Spaces Nos. 4, 18, 103, 104, 531 and 601A, as designated in the First Amendment to the Declaration of the Harbours Horizontal Property Regime (said Amendment recorded as Instrument No. 200103749 in the Office of the Clark County, Indiana Recorder) to The Harbours Condominium Association, Inc. an Indiana nonprofit corporation.

By virtue of this Assignment, The Harbours Condominium Association, Inc. shall use or lease said Parking Spaces until such time as said parking spaces are reassigned in accordance with the applicable provisions of the Declaration (Instrument No. 3210085) and By-Laws, or any Amendments thereto, of the Harbours Horizontal Property Regime.

In accordance with the provisions of Section 5(c) of the Declaration of the Harbours Condominium Horizontal Property Regime, as said section is set forth in the above-referenced First Amendment thereto, the President of the Harbours Condominium Association, Inc. signs below acknowledging the Assignment set forth herein.

IN WITNESS WHEREOF, the Harbours at Riverpointe, LP, by and through its sole General Partner, Creekstone/Overbrook, LLC, executes this Assignment this 6TH day of APRIL, 2004; and the President of the Harbours Condominium Association, Inc. has signed his name acknowledging this Assignment.

HARBOURS AT RIVERPOINTE, LP

BY: *Alan D. Feinsilver*
Alan D. Feinsilver, President of Creekstone/
Overbrook, LLC

THE HARBOURS CONDOMINIUM
ASSOCIATION, INC.

BY: *Sandy Wilson*
Sandy Wilson, President

STATE OF TEXAS)
:SS
COUNTY OF HARRIS)

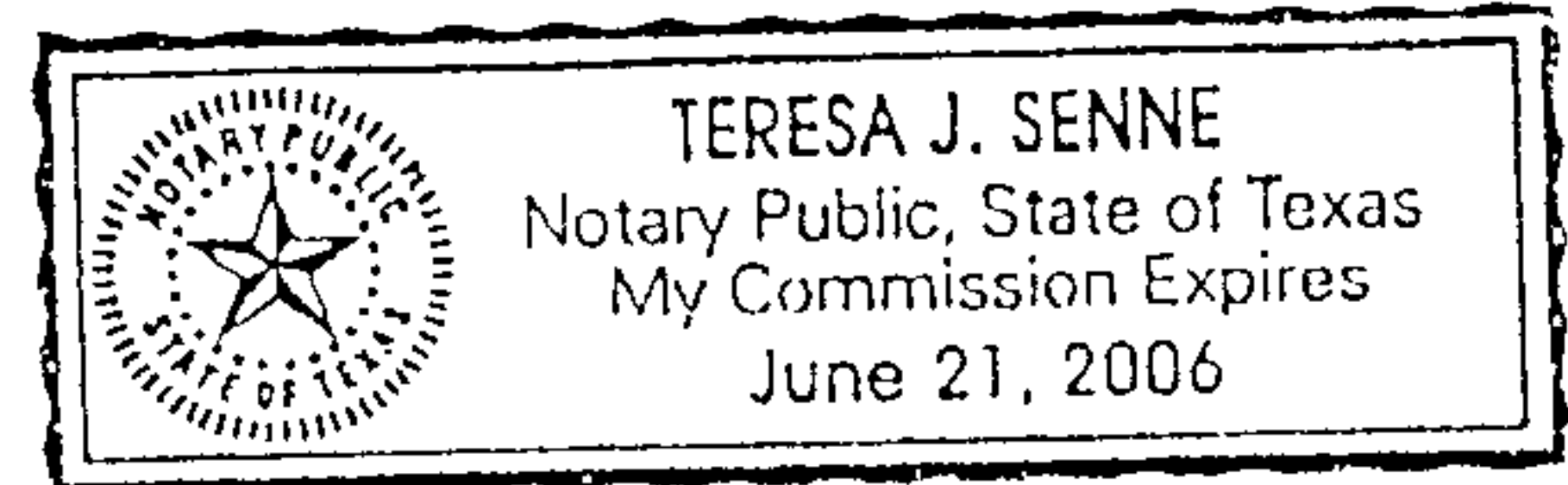
Before me, the undersigned, a Notary Public for Harris County, State of Texas, personally appeared Alan D. Feinsilver, and acknowledged the execution of this instrument this 6 day of April, 2004.

Teresa J. Senne
Notary Public (Signature)

My Commission Expires:
6-21-06

Teresa J Senne
Notary Public (Printed)

STATE OF INDIANA)
:SS
COUNTY OF Clark)



Before me, the undersigned, a Notary Public for Clark County, State of Indiana, personally appeared Sandy Wilson, AS PRESIDENT FOR THE HARBOURS CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument this 6 day of April, 2004.

Susanna Arnold
Notary Public (Signature)

My Commission Expires:
4/3/09

Susanna Arnold
Notary Public (Printed)

THIS INSTRUMENT PREPARED BY:

George W. Gesenhues, Jr.
Indiana Attorney No. 7109-22
Lorch & Naville, LLC
P.O. Box 1343 – 506 State St.
New Albany, IN 47151-1343
(812) 949-1000

gwg/clp//28063/harbours/parkingspace.2assignment

ATTACHMENT 4

Cindy Richards

From: "Betty Cantrell" <bettycan@insightbb.com>
To: "Cindy Richards" <crichards@win.net>
Sent: Thursday, August 30, 2007 3:55 PM
Subject: Re: Handicap parking space exchange

Cindy,

Thanks for the timely reply. Parking spot #104 would not help with an exchange. Don is in need of a permanent spot that would facilitate his being close to the service and resident elevator entrance in the surface parking lot. Spot #18 would not have been acceptable since it is not covered.

I am preparing a request that the Board address the action that removed the handicap parking paint and the required handicap parking spots in this particular lot. I hope a discussion on this matter will convince the Board that the Association is not in compliance with the ADA requirements and our recorded Second Amendment (*Exhibit C*) and this matter needs to be corrected.

We never expect to request such a need as handicap parking, but as we get older and some of us become burdened with certain handicaps, we are put in a position that we must make the request. It would be expected that our Board and Association are in compliance with the ADA requirements in the surface lot for handicap parking spaces but this does not appear to be the case.

Thank you for the information.

Betty Cantrell

On Aug 30, 2007, at 2:11 PM, Cindy Richards wrote:

Betty

Sorry for the delay in response. Our server has been down since Monday afternoon.

The only handicapped spot we have on the surface is #18. This space has been designated to accommodate short term disability issues, (i.e. after surgery, etc.).

We currently have space #104 (first floor, covered space in the parking garage) available for reciprocal exchange (long term). Let me know if this would be helpful and I will send the form to you.

Cindy Richards
Community Director
The Harbours Condominium Association, Inc
One RiverPointe Plaza
Jeffersonville IN 47130
www.theharbours.com
(812) 288-1100 fax (812) 282-9153

----- Original Message ----- From: "Betty Cantrell" <bettycan@insightbb.com>
To: "Richards Cindy" <crichards@win.net>
Sent: Tuesday, August 28, 2007 10:38 AM

10/24/2007

Cindy Richards

From: "Cindy Richards" <crichards@win.net>
To: "Betty Cantrell" <bettycan@insightbb.com>
Sent: Friday, November 02, 2007 3:32 PM
Subject: Re: Request for Reasonable Accommodations, Parking Spot Exchange

Betty,

I would like to explain the delay in my response. Periodically it is advisable for every organization to critique its policies in light of any recent court rulings. Upon advice of our Board of Directors, a legal opinion was sought to review our adopted policy of reciprocal exchange to reasonably accommodate handicap parking requests. Included was inspection of our policies, applicable declaration/amendment passages, the original parking space instrument of assignment, the American with Disabilities Act and the Fair Housing Amendments Act.

The legal opinion reinforced our policies. The attorney stated "It is not the duty of the Association to perfectly solve (a homeowner's) request....The policy you have is to exchange, for the duration of the disability, a controlled parking spot for a handicapped designation which is next to the entrance doors on various levels of the garage during the period of disability. You then use their individually owned slot for whatever purposes are necessary that you may need an additional slot. That is not a perfect solution. It is, however, the only solution that you have available to you since you do not control the rest of the garage." ... "I believe having one short term disability parking spot for someone who has had a surgery or injury and is going to recover is appropriate. I think that needs to be guarded and not assigned except on a short term basis during a person's period of recovery."

Thus far, we have always had a handicap suitable space to offer when requested. Once again, to accommodate your request, I will convey the offer originally made on August 30, 2007 of reciprocal exchange of covered space #104 or garage space #601A or #601B.

While not a requirement, I will also make a recommendation to our Board of Directors that we initiate discussion with homeowners at our Pre-annual meeting to equip more entry doors with handicap opening buttons and attempt to secure competitive quotations. The associated costs would be an additional budgetary expense incurred by our members.

Thank you for your patience in awaiting response.

Cindy Richards
Community Director
The Harbours Condominium Association, Inc
One RiverPointe Plaza
Jeffersonville IN 47130
www.theharbours.com

(812) 288-1100 fax (812) 282-9153

----- Original Message -----

From: "Betty Cantrell" <bettycan@insightbb.com>

To: "Richards Cindy" <crichards@win.net>; "ZIPPERLE KEVIN"

<kzipperle@win.net>

Sent: Monday, October 15, 2007 4:10 PM

Subject: Request for Reasonable Accommodations, Parking Spot Exchange

> Cindy and Kevin,

>

> Due to the nature of the permanent and total disability of my husband
> Donald, I am requesting reasonable accommodations for Donald that is in
> accordance with ADA, The American with Disabilities Act.

>

> We would like to exchange our covered garage parking space #527 for a
> covered handicap space in the surface parking lot facility that is in
> close proximity to the service elevator entrance.

>

> Could you please forward any information or policy that homeowner's
> association follows regarding the covered handicap parking spaces that are
> available in this surface lot for reciprocal exchange.

>

> Thanking you for looking into this matter and a timely reply.

>

> Elizabeth Cantrell

> 1 Riverpointe Plaza #712

> Jeffersonville, Indiana 47130

Date: Wed, 12 Jul 2006 13:36:59 -0400 [07/12/2006 13:36:59 EST]

From: kzipperle@win.net

To: Betty Cantrell <bettycan@sbcglobal.net>

Subject: Re: Surface parking spot exchange

Betty,

The Association will do a reciprocal exchange of a handicapped-accessible parking space for another parking space in your possession. To my knowledge, the majority of the handicapped spaces are in the first level of the parking garage. There is one space on the surface--can't recall the number--but I believe we still keep that open for "temporary" needs, e.g., a homeowner recuperating from an injury/illness. Not sure if this helps you, but I can forward your request to Cindy if it does.

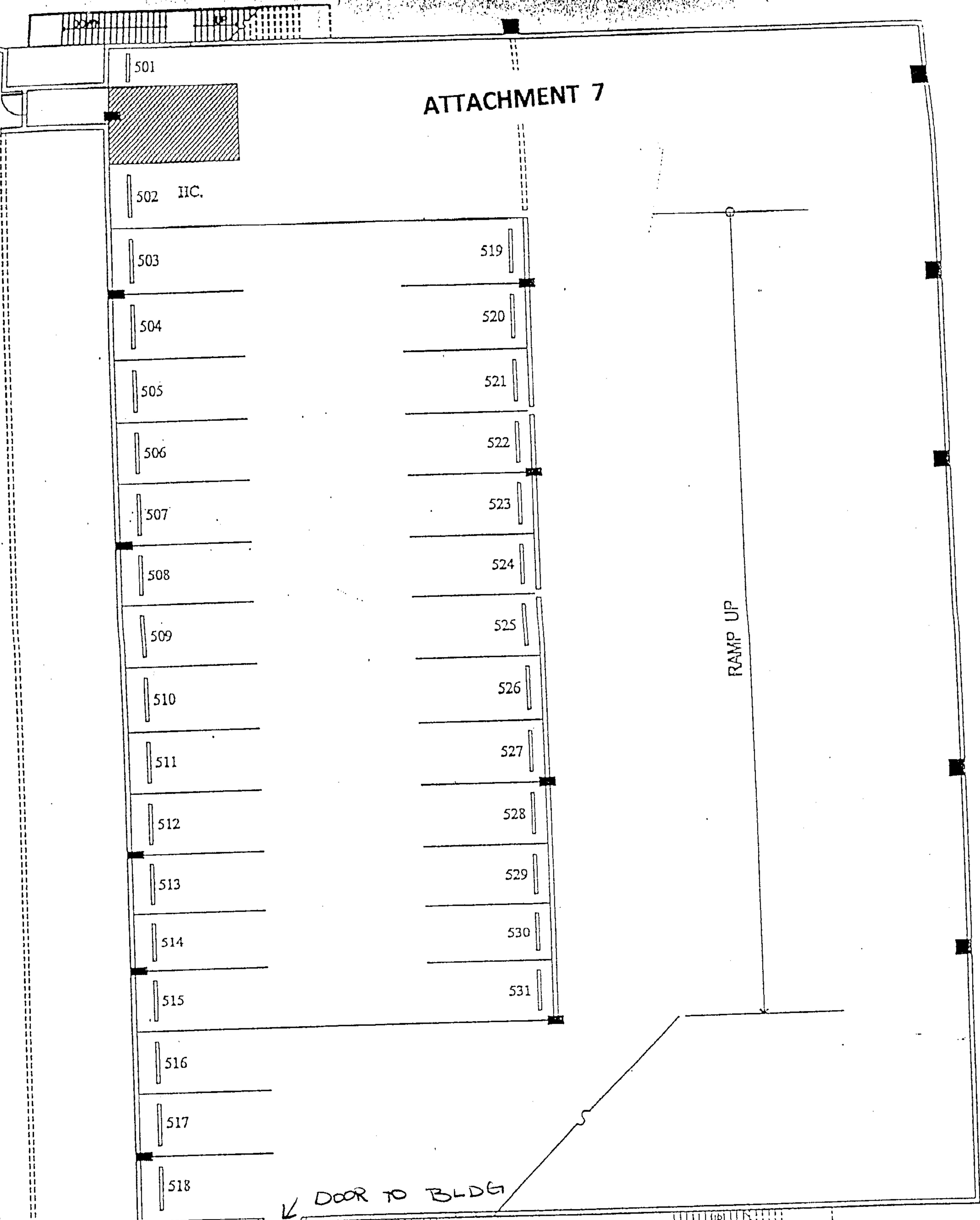
By the way, I'm also not sure whether the Developer has any more surface spaces to sell even if you wanted one. I know supply's getting limited everywhere.

--KZ

Quoting Betty Cantrell <bettycan@sbcglobal.net>:

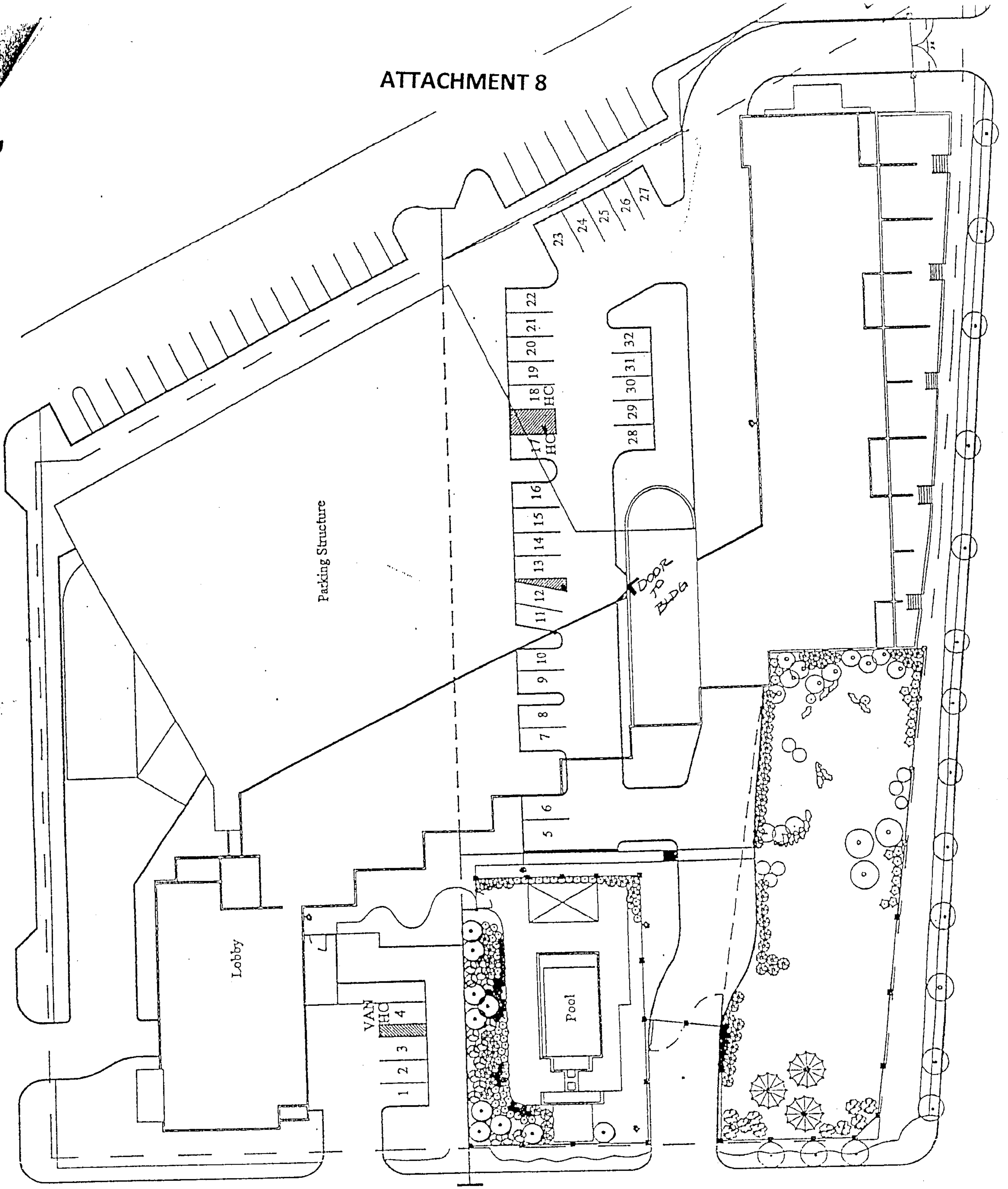
Kevin, I received your email about your desire to get your surface parking spaces side by side, I can see where that would be better for you but trading spaces with Bob is not an option. I offered to trade him one of my garage spots for his #22 several months ago but he was not interested since he has such a large truck. I was trying to get another surface spot and trade with anyone in order to accommodate my husband's disability. I was not concerned about the surface spots being side by side. Unfortunately, I cannot afford to buy another surface spot from the developer. However, I know there are other associations that permanently exchange parking spots to accommodate owners if they become handicapped, I don't know the policy here, but if you could find out if it is possible, that would put me where I would like to be with my husband and his car. If you could help me in any way with the red tape for an association exchange (garage for surface) then I could easily give up my #20 and take your #23. Side by side is not an issue with me, I just want to get him to a surface spot near me that can be easily accessible to a wheelchair if and when it comes to that with him. I would have both my cars where I feel like it is best for us, on the surface near the wide entry doors. I would split any recording fees with you if these exchanges can take place. The garage spot I will exchange to the association for any surface spot is #452. Let me know if this is possible and we might get something worked out that would be better for us both all around. Betty C.

ATTACHMENT 7



FIFTH FLOOR PLAN @ GARAGE
THE HARBOURS
Jeffersonville Indiana

ATTACHMENT 8



SURFACE PARKING
THE HARBOURS
Jeffersonville Indiana

ATTACHMENT 9**Cindy Richards**

From: "Betty Cantrell" <bettycan@insightbb.com>
To: "Richards Cindy" <crichards@win.net>
Sent: Saturday, November 10, 2007 1:42 AM
Subject: Handicap Parking information

Cindy,

Thank you for the information you sent me and for your time to compile it for my records. However, there should be a list of each and every parking space, the number of the space and which unit it is currently assigned to, I did not receive that information and I would like to know if it is kept in the office for review or available to copy. As I stated before, it is impossible to obtain this information since the court recorder does not keep a separate book for Harbours parking assignments.

You had previously sent me the handicap parking space numbers for the garage and I have a copy of that. They coincide with our Second Amendment plat drawing Exhibit C and their assignments for the garage and they appear to be properly marked with the required handicap logos.

The lobby parking lot also coincides with our plat drawing Exhibit C and the handicap parking spot is properly marked with the required handicap logo.

What is not coinciding with our 2nd amendment Exhibit C are the designated handicap parking spaces #17 and #18 in the surface lot. They are no longer properly marked with the handicap logos and have been painted over. If there has been a newly recorded plat drawing of our surface (28 space) parking lot showing different assigned handicap spaces, I would need a copy of that.

Since I have given several of my copies of my Declarations to realtors over the years and they did not return them, I no longer have a complete hard copy in my files. Having most of our documents on the web sight is very helpful but the 8 amendments are not posted. Am I able to make copies of the amendments that you have in the office?

Thank you for any further information. As a member of our association.

I am conducting a research project concerning handicap parking at the Harbours for CAI forum members and The Indiana Fair Housing Task Force. It can be a complicated matter and compliance issues can be a concern for associations since the elderly population is growing each and every day. Many want to remain independent as long as possible in their homes and are not choosing an assisted living environment, if they can avoid it.

Education is a vital tool that can be helpful for Board members and managers when they make decisions for an association. Writing rules, regulations and policies can be difficult but not impossible in order

for an association to be in compliance with local, state and federal laws concerning handicap parking and accessibility. Compliance and harmony can be accomplished and should be the common goal in every community.

Thanking you in advance for the requested information concerning this matter,

Betty Cantrell
#712

Elizabeth & Donald Cantrell
1 Riverpointe Plaza
Jeffersonville, IN 47130
(Complainant)

MLJ
ICRC Docket No: HOha08020061
HUD No.:

The Harbours Condominiums Association
1 Riverpointe Plaza
Jeffersonville, IN 47130

(Respondents)

RESPONDENT- JURISDICTION

1. Provide the name and address of the person or persons answering this request for information and their relationship to the Respondent identified in the complaint.

KEVIN A. ZIPPERLZ
ONE RIVERPOINTE PLAZA #312
JEFFERSONVILLE, INDIANA 47130
VICE PRESIDENT
BOARD OF DIRECTORS
THE HARBOURS CONDOMINIUM ASSN, INC.

2. Give the correct name and address of the legal owner of the property identified in the complaint.

184 INDIVIDUAL CONDOMINIUM OWNERS
SHARING THE SAME STREET ADDRESS:

ONE RIVERPOINTE PLAZA
JEFFERSONVILLE, INDIANA 47130

3. Provide the names and addresses of all individuals and entities involved in the maintenance, operation and/or management of the property, if not the legal owner (i.e., agents, employees, managers, management companies, etc.)

STAFF (EMPLOYEES)

CINDY RICHARDS (COMMUNITY DIRECTOR)
BRAD BLASI (MAINTENANCE SUPERVISOR)

BOARD OF DIRECTORS

KEN QUIGGINS	MARTY HALBY
KEVIN ZIPPERLZ	GARY DAVIS
SHARON CHANDLER	DOUG FARNLEY
MARY LOU TRAUTWEIN LAMKIN	JUDY FINN
	THOM PIKE

4. Provide the names and addresses of all individuals and entities involved in the sale or rental of the property, if not the legal owner (i.e., leasing agents, employees, managers, real estate agents, and companies, brokers, salespersons, etc.)

N/A, NOT SUBJECT OF ALLEGATIONS

5. Provide the names and addresses of all banks, lending institutions, and mortgage companies involved in the sale or rental of the property and/or that have an ownership interest in the property.

N/A, ASSOCIATION HAS NO SALE OR RENTAL RESPONSIBILITIES

6. State the type of dwelling, or if vacant land is involved the type of dwelling intended to be constructed or located on such land identified in the complaint.

- a. _____ single-family house.
- b. _____ apartment complex.
- c. _____ dwelling containing four (4) or fewer separate living units.
- d. _____ office complex/ commercial real estate.
- e. other, identify: HIGH RISE CONDOMINIUM

7. According to the categories listed in Question 6 above, identify all other properties owned by the legal owner of the property identified in the charge. Provide the exact address of each such property.

N/A

8. If the property in question is a single-family house, provide the following information:

a. Was the house sold _____ or rented _____ or for sale _____ or rent _____ on or about the time period referenced in the complaint? N/A

b. (I) Were you and/or the legal owner the most recent resident at the time of the sale or rental? Yes _____ No _____ N/A

(II) If 'no' was the house sold or rented more than once in the twenty-four (24) month period preceding the date of the complaint? Yes _____ No _____. How many times? _____ N/A

c. Do you:

(I) Own the house? Yes _____ No _____ N/A

(II) Have any ownership interest in the title to the house? Yes _____ No _____ N/A

(III) Have such rights to proceed from the sale or rental of such house? Yes _____ No _____ N/A

d. In the twenty-four (24) month period preceding the date of the complaint:

(I) Was the house sold or rented with the use of the sales or rental facilities of a licensed real estate broker, agent, or salesperson, or its agents or employees? Yes _____ No _____

N/A

(II) If "yes" state the name and address of all such brokers, agents, salespeople, or other individuals and entities:

N/A

(III) Was the house advertised for sale or rental? Yes ___ No ___

(IV) If "yes" provide any and all publications, notices, postings, and other materials used.

N/A

N/A

9. If the property in question is an apartment complex provide the following information:

a. Was the dwelling in question a:

- ___ Studio apartment?
- ___ One bedroom apartment?
- ___ Two bedroom apartment?
- ___ Three bedroom apartment?
- ___ Four bedroom apartment?
- ___ Other? Identify: _____

N/A

b. For each type of dwelling unit below, provide the number of each such unit with the apartment complex and rental rate for each unit at the time of the complaint.

	Number of units	Rental Rate
___ Studio apartment?	_____	\$ _____
___ One bedroom apartment?	_____	\$ _____
___ Two bedroom apartment?	_____	\$ _____
___ Three bedroom apartment?	_____	\$ _____
___ Four bedroom apartment?	_____	\$ _____
___ Other, Identify: _____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

N/A

10. If the property in question is a dwelling containing four or fewer separate living units, provide the following information:

a. How many separate living units does this dwelling contain? ___ N/A

b. Are the living quarters occupied or intended to be occupied by persons independently of each other? Yes ___ No ___ N/A

c. Does Respondent and/or legal owner maintain and occupy one (1) of the living quarters as his or her residence? Yes ___ No ___ N/A

11. a. State Respondent's legal status and/or legal status of Respondent's organization, i.e. corporation, partnership, tax-exempt, non-profit, etc.

THE HARBOURS CONDOMINIUM ASSOCIATION
NON-PROFIT DOMESTIC CORPORATION - MUTUAL BENEFIT CORPORATION

b. If incorporated, identify the state of incorporation:

INDIANA

c. If a partnership, state whether it is a general or a limited partnership:

N/A

d. If a general partnership, identify all partners. If a limited partnership, identify all general partners:

N/A

12. Is your organization:

a. a religious organization, association, or society? Yes _____ No

b. a nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society? Yes _____ No

c. a private club not open to the public? Yes _____ No

13. If you answered "yes" to any or all Questions "12a" through "12c" above, provide the following information:

a. What is your organization's policy regarding the sale or rental of its dwelling(s) to or occupancy by its members?

N/A

b. What is your organizations specific criteria for membership?

N/A

c. Does your organization give preference in the sale, rental, and/or occupancy of its dwelling to its member? If so, what is your policy and procedure for implementing this preference? Yes _____ No _____

N/A

d. Are any of your organization's dwellings owned or operated for commercial purposes? Yes _____ No _____

N/A

14. Do you or your organization receive any federal, state, and/or local subsidies, loans, grants, or other financial assistance? If so, state the specific program(s) from which you or your organization receive such assistance and the type and amount of such assistance?

No

15. State all federal and state and/or local licensing agencies, regulatory agencies, associations, institutions, and other governing entities under which you or your organization are regulated or controlled. Provide all laws, regulations, codes, and other authority governing such entities.

INDIANA HORIZONTAL PROPERTY REGIME

INDIANA STATE & FEDERAL EMPLOYMENT LAWS

PERTAINING TO STAFF OF APPROX. SEVEN EMPLOYEES

CLARK COUNTY HEALTH DEPT. - MAINTENANCE OF POOLS

INDIANA DEPT. OF HOMELAND SECURITY - ELEVATOR INSPECTIONS