

LE JARDIN CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

1. COMPLIANCE BY OWNERS AND OCCUPANTS

Apartment Owners¹ and Occupants² shall comply with the provisions of the Declaration of Condominium, the Indiana Horizontal Property Act, the Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws, and the Rules and Regulations promulgated by the Board of Directors, all as the same may be amended from time to time. Occupants shall be responsible for the conduct and actions of guests.

2. LEASES OF APARTMENTS

All leases must be in writing and be for a period of at least one (1) year. All leases must state that the rights of the tenant(s) and all occupants to use and occupy the Apartment are subject and subordinate to in all respects the provisions of this Declaration, the Indiana Horizontal Property Act, the Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws, and the Rules and Regulations promulgated by the Board of Directors, all as the same may be amended from time to time. The Owner shall deliver such documents to the tenant(s) prior to the effective date of the lease. A copy of all leases must be furnished to the Corporation at the time of leasing. The tenant(s) and Owner of any Apartment shall be jointly and severally liable for any default or violation of any of the provisions of this Declaration, the Indiana Horizontal Property Act, the Amended and Restated Articles of Incorporation, the Amended and Restated By-Laws, and the rules and regulations, as the same may be amended from time to time.

3. ASSESSMENTS/LATE FEES

Each Owner of any Apartment shall pay to the Corporation: (1) annual assessments; and (2) special assessments, as the same may be assessed and collected in accordance with the Declaration of Condominium.

¹ Apartment Owner: means a Person who owns (or more than one Person who jointly own) in fee simple an Apartment within the Building and an undivided interest in the Common and Limited Common Areas and Facilities in the percentage interest specified in this Declaration. Declaration of Condominium, Article I(B)

² Occupant: any Person residing in an Apartment, including the Apartment Owner, tenants, subtenants, and those living with Apartment Owners, tenants, and subtenants. Declaration of Condominium, Article I(N)

Assessment fees shall be payable monthly and are due by the tenth day of the month. Payments shall be remitted to the "Le Jardin Condominium Association, Inc." The Board of Directors may impose interest and late fees upon payments not timely remitted.

4. INSURANCE

Each Apartment Owner shall be required to carry insurance in accordance with the provisions of the Declaration of Condominium.

5. USE OF APARTMENTS

The Apartments shall be used for single-family residences with no more than two (2) Persons per bedroom. No separate part of an Apartment may be rented. No trade, business, profession or other type of commercial activity may be conducted in any Apartment, or on or in any of the Common or Limited common Areas, other than home professional pursuits without employees, public visits, or nonresidential storage, mail or other use of an Apartment.

6. FLOOR COVERINGS

Floor coverings (including carpeting and tile) shall not be replaced without prior written approval of the Board of Directors. Materials and installation method must meet or exceed the specifications of the original material in order to preserve and maintain sound-proofing between adjoining Apartments.

7. EQUIPMENT MAINTENANCE

Maintenance of equipment such as appliances, smoke alarms and heating and air-conditioning units within an Apartment shall be the Apartment Owner's responsibility subject to any equipment guarantee; provided, however, such maintenance must be performed by a duly qualified and licensed serviceman or service companies approved by the Board of Directors.

8. WATER FURNITURE

Water furniture is any bed, mattress, sofa or other item of furniture that contains, as part of its elements, any substance in a liquid form. Apartment Owners shall be responsible for all damage caused by water furniture.

9. MOVING

Moving shall be limited to the period of 8:00 A.M. to 9:00 P.M. daily. Moving must be done through the main doors. **USE OF THE ELEVATOR FOR MOVING IS STRICTLY FORBIDDEN**. Any vehicle used for moving purposes shall not block the building or garage entrances.

10. SECURITY

Occupants are required to exercise caution in opening entrance gates and doors. The keying system for all building and apartment entrances is master keyed for maintenance and emergency purposes and **SHALL NOT BE ALTERED** without prior approval of the Board of Directors. Approval is also required by the Board of Directors before a key may be given to any tradespeople, cleaning services or repairmen, etc.

Occupants are requested to report any unusual activity or disturbance to the Property manager and, if necessary, to the Schererville Police Department or Schererville Fire Department.

11. BALCONIES, PATIOS AND COMMON AREAS

No structures, objects or articles of any kind (including, in particular, bird feeders or wind chimes) may be attached, draped or suspended on or from patios or balconies or placed in common areas. Balconies, patios and common areas shall not be used as storage areas.

12. WINDOWS AND WINDOW COVERINGS

All window coverings exposed to the exterior of the building shall have white or off-white linings. Sheets, exterior shades, shutters and screen enclosures are not permitted.

Cleaning of the interior and exterior sides of the windows in an Apartment is the Apartment Owner's responsibility. Cleaning of all other windows and glass is the responsibility of the Association.

13. ENCLOSED HALLS AND ENTRYWAYS

Entryways and enclosed halls shall be used solely for ingress and egress. No personal property may be placed or stored by an occupant in entryways, stairways, hallways or laundry rooms. Cleaning and maintenance of the entryways, stairways, hallways and laundry room shall be the responsibility of the association.

14. EXTERNAL MAINTENANCE

All external maintenance of the buildings (except for windows as provided in Paragraph 12), and all other common and limited common areas and facilities, including, but not limited to, pavement, parking facilities, sidewalks, lawns, landscaping and snow removal shall be the responsibility of the Association.

15. NOISES

Any noise from within an Apartment that can be heard outside of the building, from an adjoining hallway or in an adjoining Apartment shall be deemed disruptive and shall, therefore, be prohibited. Occupants should exercise caution in the use of radios, televisions, stereo equipment, exercise equipment or musical instruments. Repetitive noises within an Apartment such as running, dropping of heavy objects, pounding, heaving walking, slamming of doors or cabinets shall be avoided. Running, jumping or playing in hallways or entryways is prohibited.

16. LAUNDRY FACILITIES

Laundry facilities are available on each floor for use by Occupants only. Laundry room hours are: 7:30 A.M. to 10:00 P.M. Occupants are required to clean the laundry room and equipment after use.

17. PEST CONTROL

Pest control within an Apartment or designated storage unit shall be the responsibility of the apartment Owner.

18. PETS

Absolutely no pets shall be allowed in any Apartment except for fish and one (1) bird per Apartment, provided that such pets are not kept, bred or maintained for any commercial purpose, and do not create a nuisance. An Apartment Owner may not keep any other animals, livestock or poultry in an Apartment, nor may any of the same be raised, bred or kept upon the Common or Limited Common Areas or Facilities or any portion of the Property.

19. GARBAGE, REFUSE, DEBRIS

All garbage shall be sealed in plastic bags and placed in the dumpsters provided. Boxes or other refuse too large for the dumpster should be

broken down and staked at the rear of the garbage area. Disposal of hazardous or combustible materials or liquids, tires, car batteries and similar refuse shall be the sole responsibility of the Apartment Owner or Occupant and shall be prohibited from the dumpsters provided by the Association. No garbage, refuse or debris shall be stored on or in balconies, patios or hallways prior to disposal.

20. STORAGE

All personal property and effects of Apartment Owners or Occupants shall be stored within the confines of the Apartment or within the storage areas which may be provided elsewhere and specifically designated for the use of the Apartment by the Declaration of Condominium. Common and Limited Common Areas and Facilities shall not be used for storage except as authorized by the Association. Under no circumstance shall any material or liquid which is combustible or flammable or which may emit an unpleasant or pungent odor be stored in any location on the Property.

21. COOKING OR BARBEQUING

Cooking or barbequing shall be permitted only in the areas designated by the Association. Cooking, barbequing or barbeque grills are prohibited on patios, balconies and the inner pool area.

22. DELIVERIES

Neither the Board of Directors nor the Property Manager shall be responsible for the loss or damage to delivered merchandise, market goods, laundry, dry cleaning, flowers, envelopes, packages or any such other deliveries. Unattended deliveries may be removed by the Property Manager or Board of Directors.

Delivery of appliances, permitted floor covering, furniture or freight deliveries shall be made as provided herein. **USE OF THE ELEVATOR FOR SUCH DELIVERIES IS PROHIBITED.**

23. MINIMUM HEAT

The minimum heat in every Apartment unit from November 1 to April 15 each year shall be not less than 60° Fahrenheit.

24. WATER USAGE

Charges made for water used on the premises and by each Apartment Owner are the common expense shared equally by all Owners. Special assessments may be made for unreasonable water use or waste.

25. BULLETIN BOARDS

Personal advertisements or notices may be posted by Apartment Owners or Occupants on the bulletin boards located in the main entry of each building. Personal notices may not be larger than five inches by seven inches. Association notices may be eight and one-half inches by eleven inches.

26. ELEVATORS

Elevators are solely for the transport of Occupants and guests. Smoking in elevators is prohibited. Children shall be prohibited from playing in elevators or with the elevator control panels.

27. GARAGES

Garages are for parking of Occupants' cars only. Only one (1) parking space is allocated per Apartment. Other vehicles owned by Occupants or guests must be parked outside within designated parking areas. Delivery and maintenance vehicles shall not be parked in the garages.

28. VEHICLE WASHING AND REPAIR

Washing of any vehicle shall be restricted to the area designated near Building 5. Repair and maintenance of any vehicle, including the changing of oil, is prohibited on the Property.

29. REGULATION OF VEHICLES

Occupants must register vehicles to be kept on the Property with the Property Manager, which may not exceed two (2) registered vehicles per Apartment. Stickers for registered vehicles shall be affixed to the driver's side rear window. Speed of any vehicle on the Property shall not exceed 10 m.p.h. **PARKING IN FIRE LANES IS PROHIBITED.**

No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles, trucks having more than four (4) wheels or any other unconventional vehicle of any description shall be permitted, parked or

stored anywhere within the Property (except for temporary loading or unloading) for periods not in excess of ten (10) hours without prior written approval of the Board of Directors. No vehicle of any kind is permitted which is not currently licensed or not in operating condition and shall be removed within forty-eight (48) hours after notice given by the Property Manager or Board of Directors. If any such vehicle is not removed within forty-eight (48) hours, the Schererville Police Department will be asked to tag the vehicle so that the same may be removed at the Owner's expense.

30. PAVED AREAS

Paved areas shall be used solely for ingress, egress and permitted parking. Paved areas shall not be used for recreational purposes.

31. RECREATIONAL ACTIVITIES

Recreational activities shall not be permitted in Common Areas except as designated by the Association. Roller skating and roller blading shall be confined to the sidewalks. Skate boarding on the property shall be prohibited.

32. SWIMMING POOL

Rules for the swimming pool and pool area shall be distributed and posted annually prior to the opening of the swimming pool.

33. CHRISTMAS TREES

Live Christmas trees are prohibited.

34. OBLIGATION OF OWNERS TO PROVIDE INFORMATION

All Owners of Apartments shall advise the Association in writing of the names, residence addresses (if different from that of the Apartment owned) and telephone numbers of all Apartment Owners, and all tenants, sub-tenants and other Occupants of Apartments. All Owners of Apartments shall also advise the Association of the name, business address and telephone numbers of all mortgagees of record on the Apartment owned. Any information required to be provided to the Association in accordance with this paragraph shall be updated in writing by each Apartment Owner within fifteen (15) days of the date of any change in information.

35. EMERGENCY CONTACT

When vacating for an extended period of time, each Occupant shall be required to notify the Property Manager of the name, address and telephone number of a responsible party who may be contacted in the event of an emergency.

36. ADVERTISEMENTS/PERIODICALS

No advertisements, samples or similar materials may be distributed without advance approval of the Board of Directors. Newspapers left in halls or entryways may be disposed of by the Property Manager or Board of Directors if not removed within three (3) days.

37. SATELLITE DISHES

No satellite dish, regardless of size, may be connected or installed without express prior written approval of the Board of Directors.