

BY-LAWS

OF

LE JARDIN CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit under  
the laws of the State of Indiana

Section 1. Identity and Miscellaneous.

1.1 These are By-Laws of LE JARDIN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Indiana, subject to the Charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as LE JARDIN CONDOMINIUM.

1.2 The office of the Association shall be at 2845 45th Avenue, Highland, Indiana 46322.

1.3 The fiscal year of the Association shall be the calendar year, unless otherwise established by the Board of Directors.

1.4 The seal of the corporation shall bear the name of the corporation and the words "Corporation not for profit" and the year of incorporation.

1.5 The condominium Developer herein is Le Jardin Venture, an Indiana partnership.

1.6 Words and phrases used herein shall have the same meaning as that term or phrase is defined in the Declaration of Condominium.

Section 2. Members.

2.1 The annual members' meeting shall be held at the office of the corporation at 7:30 P.M. o'clock on the second Monday in July of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour of the next succeeding day.

2.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from fifteen percent (15%) of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

2.4 The votes of the owner of an Apartment owned by more than one Person shall be cast by the Person named in a certificate signed by all of the owners of the Apartment and filed with the Secretary of the Association, such that only one Apartment Owner shall be entitled to cast the votes for each Apartment described in Section 2.5. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the votes of such Apartment Owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.5 Each voting member of the Association shall be entitled to cast one vote for each percent interest (and fraction thereof) in the Common and Limited Common Areas and Facilities appurtenant to the Apartment, as set forth in the Statement of Interest in the Declaration of Condominium and Exhibit "A" thereto. For example only, the voting member, owning an Apartment to which a 1.235% interest in the Common and Limited Common Areas and Facilities is appurtenant, shall be entitled to cast 1.235 votes.

2.6 A quorum at members' meetings shall consist of persons entitled to cast fifteen percent (15%) of the votes of the entire membership. The joining of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

2.7 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

2.8 Approval or disapproval of an Apartment Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the votes of such Apartment Owner if in an Association meeting.

2.9 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.10 The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- a. Call to order by the Association President or his designate.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of elections.
- h. Election of Directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

### Section 3. Directors.

3.1 The Board of Directors shall consist of three (3) persons, until the date of the annual meeting following the date of the expiration of the Developer's rights under Section 3.2c. below and on and after such time the Board of Directors shall consist of five (5) persons, each of whom shall be elected from a geographical district of the condominium, which contains, to the extent possible, an equal number of Apartments. Said geographical district shall be determined by a resolution adopted by a majority of all the directors (not a majority of a quorum). Each member of the Board of Directors shall be either an Apartment Owner or be designated by the Developer as provided in the Declaration and the Articles of Incorporation.

3.2 Election of directors shall be conducted in the following manner:

- a. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
- b. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by a majority of the remaining directors (not a majority of a quorum).
- c. Anything herein contained to the contrary notwithstanding, for so long as the condominium Developer legally or equitably owns any Apartment, but in no event beyond five years after the date of recording of the Declaration of Condominium, he shall elect a majority of the directors, who need not be residents of Apartments or Apartment Owners.

3.3 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed.

3.4 The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

3.5 Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the entire Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium, or elsewhere herein. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joining of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

3.9 The presiding officer of directors' meetings shall be the President. In the absence of the presiding officer, the Vice President shall preside.

3.10 Directors' fees, if any, shall be determined by the members.

Section 4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the Declaration of Condominium. Such powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Declaration of Condominium and shall include but shall not be limited to those set forth in Article II, Section 5 of the Articles of Incorporation.

Section 5. Officers.

5.1 The executive officers of the corporation shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by a vote of the directors at any meeting. Any person may hold two or more offices except that neither the President nor the Vice President shall also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the President or the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation to all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

#### Section 6. Fiscal Management.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Apartment. Such an account shall designate the name and address of the Apartment Owner, the name and address of holders of mortgages or other secured interest in the Apartment, the amount of each Assessment against the owners, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due upon Assessments.

6.2 Budget. The board of directors shall adopt an annual budget which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

a. Common Ordinary Expense Fund Budget

(1) For the Common Expense Account; estimates of the cost of;

- Maintenance and operation of Common and Limited Common Areas and Facilities
- Landscaping, lawn mowing, snow removal
- Maintenance of paved areas, streets and walkways, and parking facilities
- Utility services
- Liability insurance
- Casualty insurance
- Administration
- Taxes
- Water and sewer assessments
- Legal, accounting, and other professional services

(2) For the Income Account, an estimate of all income to be received except for the income (or interest) earned on Assessments collected for the Common Capital Improvement Fund.

- (3) For the Emergency Account, an estimate of funds needed to defray the cost of an emergency, except for an emergency, the expenditure for which would constitute a common capital improvement.

b. Common Capital Improvement Fund Budget

- (1) For the Alteration and Improvement Account, an estimate of the cost for alteration and improvement of the physical facilities of a capital improvement nature.
- (2) For the Reconstruction and Replacement Reserve Account, an estimate of the cost of reconstruction and replacement of the physical facilities of a capital improvement nature, which are not covered by insurance.
- (3) For the Income Account, an estimate of all income to be received from investment of Assessments for the Common Capital Improvement Fund.
- (4) For the Emergency Account, an estimate of the funds needed to defray the cost of an emergency, the expenditure for which would constitute a common capital improvement.

c. Assessments for both Funds shall be based upon the difference between the expected expenses and the expected income.

6.3 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawal orders signed by such persons as are authorized by the Board of Directors.

6.4 An audit of the accounts of the Association shall be made annually by a public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

6.5 Maintenance, repair, replacement and alteration of the Property and the method of paying for same, and the designation and removal of personnel necessary for same, and the manner of collecting Assessments for Common Expenses, shall be as set forth in the Declaration of Condominium, and established herein.

6.6 Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall be at least the amount of the total annual assessment against members for Common Expenses. The premiums on such bonds shall be paid by the Association.

Section 7. Parliamentary Rules.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of the State of Indiana, or the Declaration of Condominium.

Section 8. Promulgation and Amendment of Rules and Regulations.

8.1 The Board of Directors shall promulgate and may amend the Rules and Regulations in accordance with the provisions of the Declaration of Condominium by a vote of a majority of all of the directors (not a majority of a quorum). No Rule or Regulations shall be valid if it is in conflict with the Declaration of Condominium or Indiana law.

8.2 The Rules and Regulations of the Association shall be enforced in accordance with Article XIV of the Declaration of Condominium.

Section 9. Amendments.

9.1 Amendments to the By-Laws shall be proposed and adopted in the following manner:

- a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- b. A resolution adopting a proposed amendment must receive approval of seventy-five percent (75%) of all of the directors (not seventy-five percent (75%) of a quorum) and seventy-five percent (75%) of a quorum of the members.
- c. Initiation. An amendment may be proposed by either two or more directors or by ten (10) or more members of the Association.



- d. Effective date. An amendment when adopted shall become effective only after being recorded in the office of the Recorder of Lake County, Indiana.
- e. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

LE JARDIN CONDOMINIUM

CONDOMINIUM RULES AND REGULATIONS

1. PETS:

The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Apartment or upon any Common or Limited Common Area and Facility, except that this shall not prohibit the keeping of caged birds or fish so long as they are caged or otherwise confined to a limited area within the Apartment as a normal practice, so long as they do not emit noxious odors or create unsafe or unhealthy living conditions or loud noises, and so long as they are not kept or maintained for commercial purposes or for breeding.

Without limiting the generality of the foregoing, no dogs or members of the canine family or species, cats or members of the feline family or species, snakes, reptiles, insects, birds of prey, hamsters, monkeys or related animals, shall be maintained within any Apartment or upon the Common and Limited Common Areas and Facilities.

2. COOKING AND BARBECUING:

No cooking or barbecuing is allowed in any location, except in such areas as may be designated by the Board of Directors. Barbecue grills are prohibited on patios and balconies.

3. UNSIGETLY OBJECTS:

No unsightly objects shall be placed, stored, or hung from Apartments or any of the Common and Limited Common Areas and Facilities, including, but not limited to, awnings, laundry, rugs, wiring, antenna and personal effects.

4. WINDOW CLEANING:

Cleaning of the interior and exterior sides of the windows in an Apartment is the Apartment Owner's responsibility, which shall be performed at least once in the spring, and once in the fall, or at such more frequent intervals as may be reasonably necessary during construction on the condominium property.

Cleaning of all other windows and glass is the responsibility of the Association. The Association shall be obligated to perform its responsibility once in the spring,

and once in the fall, or at such more frequent intervals as may be reasonably necessary during construction on the condominium property.

5. MAINTENANCE OF ENCLOSED HALLS AND ENTRYWAYS:

The cleaning and maintenance of the enclosed halls, entryways, and laundry rooms is the responsibility of the Association.

6. EXTERNAL MAINTENANCE:

All external maintenance of the Buildings (except for windows as provided in Paragraph 4), and all other Common and Limited Common Areas and Facilities, including, but not limited to, pavement, parking facilities, sidewalks, and the maintenance of lawns and landscaping including snow removal is the responsibility of the Association.

7. GARBAGE HANDLING:

It is the Apartment Owner's responsibility to use garbage containers and to deposit all garbage in the place provided on a daily basis. It is the responsibility of the Association to provide for disposal of the garbage from the garbage containers in the event that municipal services are unavailable or inadequate.

8. STORAGE:

All personal property and effects of Apartment Owners shall be stored within the confines of the Apartment, or within the storage areas that may be provided elsewhere and specifically designated for the use of the Apartment by the Declaration of Condominium. Common and Limited Commons Areas and Facilities shall not be used for storage except as authorized by the Association. In no event shall any combustible or flammable material or liquid be stored in any location on the Property.

9. WINDOW COVERINGS:

Draperies are the responsibility of the Apartment Owner; however, all externally exposed areas of the draperies must have beige or white linings.

10. PEST CONTROL:

Pest control within an Apartment is the Apartment Owner's responsibility.

11. INSURANCE:

Each Apartment Owner is required to carry insurance in accordance with the provisions of the Declaration.

12. FLOOR COVERINGS:

The Apartment Owner shall not replace existing floor coverings (including carpeting and tile), except upon written approval of the Board of Directors of the Association, which approval shall not be granted unless the replacement materials and installation method meet or exceed the specifications of the original material in order to preserve and maintain sound-proofing among adjoining Apartments.

13. EQUIPMENT MAINTENANCE:

~~Maintenance of equipment such as kitchen appliances, and heating and air conditioning units within the Apartment is the Apartment Owner's responsibility subject to any equipment guarantee; however, such maintenance must be performed by service companies approved by the Association. This rule does not prohibit an Apartment Owner from entering into a maintenance contract for such services with third parties, so long as such third parties are approved by the Association. RENCON Management Services, Inc. and its subcontractors are hereby approved by the Association.~~

14. KEYS:

The keying system within a building is master keyed for maintenance and emergency purposes and may not be altered.

15. MINIMUM HEAT:

The minimum heat in every Apartment shall not be less than 60° F. for the period of time from November 1 to April 15 each year.

16. OCCUPANCY:

No more than one family may occupy one Apartment with no more than two (2) persons per bedroom.

17. NOISE:

Loud music or television or any other sound which may be objectionable to any other occupant is prohibited at all times.

18. SIGNS:

Signs or advertising for any reason are prohibited.

19. CAR WASHING:

No car or other vehicle washing is permitted on any of the Common Areas, except in areas designated by the Association.

20. MAXIMUM SPEED LIMIT; DRIVING AND PARKING; VEHICLES PERMITTED:

No vehicle shall be operated at a speed in excess of ten (10) miles per hour on any of the condominium Property. All vehicles shall be driven and parked only upon paved areas provided and assigned for vehicle traffic and parking. No more than two (2) vehicles per Apartment shall be allowed to be kept on the condominium Property by the Owner or Occupant of each Apartment. The term "vehicle" as used in this Rule, shall include only automobiles, pick-up trucks and vans of one-half (1/2) ton capacity or less, motorcycles, motor bikes, and bicycles, all of which are used for personal transportation purposes only. All other kinds and types of vehicles, including, but not limited to, motor homes, recreational vehicles and commercial vehicles (except those making deliveries or pick ups, or moving Occupants in or out of Apartments, or vehicles involved in the construction of the condominium complex, or which may be necessary or convenient for the maintenance, replacement or repair of the condominium Property), shall not be allowed at any time on the condominium Property.

21. WATER USAGE:

Charges made for water used on the premises and by each Apartment Owner are the common expenses shared equally by all Owners. Therefore, the unreasonable use of water or the wasting of water will not be tolerated. Apartment Owners who violate this rule will be charged additional special Assessments to reimburse the Association for such unreasonable use or waste.

22. LEASING OF APARTMENTS:

- a. No Apartment shall be rented for transient or hotel purposes. Any lease must be of at least six (6) months duration. A lessee with a six (6) month lease or longer may not sublet or allow a third party to occupy the Apartment for less than six (6) months.
- b. No one bedroom Apartment shall be leased to or occupied by more than two people.
- c. No two bedroom Apartment shall be leased to or occupied by more than four people.

- d. All tenants and subtenants shall be approved by the Association prior to the signing of any lease. All prospective tenants and subtenants shall complete in detail the rental application set forth as Exhibit "I" hereto.
- e. All tenants and Occupants are subject to the provisions of the Declaration of Condominium, the By-Laws, and the Rules and Regulations and the Apartment Owner(s) shall be held responsible for any and all infractions. It shall be the responsibility of the Apartment Owner to provide copies of all of the Condominium Documents to tenants and subtenants and all other Occupants. All leases shall be in the form and contain the terms and provisions set forth in Exhibit "II" hereto. All other leases shall be void, and the Association shall have the right to evict all Occupants having possession under any other form of lease, and may also pursue any other legal or equitable remedy provided by the Declaration of Condominium.
- f. The Apartment Owner(s) shall provide the Association with a copy of the lease, full name(s) of leasee and Occupants and the permanent address and emergency telephone number of Apartment Owner.

23. RESPONSIBILITY FOR ASSESSMENTS AND COMPLIANCE WITH CONDOMINIUM DOCUMENTS:

The Apartment Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Apartment, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Condominium Documents, regardless of whether the Apartment is occupied by the Apartment Owner or by a tenant or subtenant, and regardless of any agreement which Apartment Owner may have with any such Occupant, tenant or subtenant.

24. OWNERS OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION:

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, subtenants, and other Occupants of Apartments; and the name, business address and telephone numbers of all mortgagees of record on the Apartment owned, and all such information provided in accordance herewith shall be updated in writing by each Apartment Owner within fifteen (15) days of the date of any change in the information.

LE JARDIN CONDOMINIUM  
APARTMENT LEASE  
BETWEEN  
LANDLORD, TENANT AND ASSOCIATION

LANDLORD: \_\_\_\_\_

TENANT: \_\_\_\_\_

ASSOCIATION: LE JARDIN CONDOMINIUM ASSOCIATION, INC.

OTHER OCCUPANTS: \_\_\_\_\_

APARTMENT ADDRESS: \_\_\_\_\_

STARTING DATE: \_\_\_\_\_, 19 \_\_\_\_\_

TERMINATION DATE: \_\_\_\_\_, 19 \_\_\_\_\_

INITIAL MONTHLY RENT: \$ \_\_\_\_\_

SECURITY PAYMENT: \$ \_\_\_\_\_

POSSESSION DATE (if before STARTING DATE): \_\_\_\_\_, 19 \_\_\_\_\_

NOTICE

RENT PAYMENTS ARE DUE ON OR BEFORE THE 1ST DAY OF EACH MONTH.

RENT PAYMENTS MUST BE MAILED OR DELIVERED IN TIME TO BE RECEIVED  
ON OR BEFORE THE 1ST DAY OF EACH MONTH.

RENT PAYMENTS MUST BE MAILED OR DELIVERED TO:

THERE WILL BE A FIVE DOLLAR (\$5.00) PER DAY LATE PAYMENT CHARGE  
FOR EACH DAY THAT THE RENT PAYMENT IS PAST DUE.

1. RENT, TERM AND LATE CHARGE: LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD with the approval of the ASSOCIATION, the APARTMENT at the above address, together with the property in it (collectively called APARTMENT) for a period commencing on the STARTING DATE, and ending on the TERMINATION DATE, under the provisions contained in this Lease. TENANT shall pay, without notice or demand, on the first day of each calendar month, in advance, a sum equal to the INITIAL MONTHLY RENT. If possession of the APARTMENT is permitted prior to the STARTING DATE, as indicated above, rent shall be payable immediately, at a pro-rata share of the INITIAL MONTHLY RENT rate and all of the other provisions of this LEASE shall be applicable during such time. There shall be a Ten Dollar (\$10.00) late charge for rent not received on the due date, but this shall not limit LANDLORD'S other rights.

2. COMMON AREAS: Common areas and facilities such as storage areas, hallways, driveways, parking facilities, swimming pool, clubhouse, picnic areas, recreational facilities, and lawns are not appurtenant to the APARTMENT and any use by TENANTS shall be at its sole risk.

3. UTILITIES: LANDLORD shall pay for reasonable amounts of water utilized for the APARTMENT. All other utilities shall be paid by TENANT.

4. USE, COMPLIANCE WITH LAWS AND CONDOMINIUM DOCUMENTS: The APARTMENT shall be used only for a private single family residence and dwelling for TENANT and persons designated above as OTHER OCCUPANTS. TENANT shall keep the APARTMENT in a clean and orderly condition and shall not use the APARTMENT in any manner constituting a violation of any ordinance, statute or regulation, or of the Declaration of Condominium, Articles of Incorporation, and By-Laws of Oak Meadows Condominium, and the Rules and Regulations of the condominium. No minor child, as that term is defined in the Declaration of Condominium, shall be an Occupant of an APARTMENT. TENANT shall not affix upon the exterior of the APARTMENT any sign, insignia or decoration. No pets of any kind are allowed by the Condominium Rules and Regulations. The APARTMENT shall not be used in any manner which would tend to injure the reputation of the APARTMENT community or the co-tenants. TENANT shall not permit any noise or other type of conduct, disturbing to other residents, nor shall TENANT interfere with the rights and comfort of other residents.

Exhibit "1" hereto contains LANDLORD'S Rules and Regulations, all of which are incorporated herein by reference. TENANT agrees to abide by same, and that a violation of same shall constitute an Event of Default under Paragraph 11, and entitle LANDLORD to the remedies set forth in Paragraph 12.

LANDLORD has the right to impose rules and regulations regarding the use and occupancy of the APARTMENT that are more restrictive than those set forth in the Declaration of



Condominium, Articles of Incorporation and By-Laws of Le Jardin Condominium Association, Inc., and the condominium Rules and Regulations of the condominium association. It is therefore the TENANTS obligation to abide by the LANDLORD'S Rules and Regulations in the event that same are more restrictive on any given subject matter.

5. ALTERATION AND MAINTENANCE: TENANT shall not permit any alterations, additions or changes to any part of the APARTMENT. TENANT shall make all repairs required to maintain the APARTMENT in the same condition it is now in. TENANT accepts the APARTMENT in its present condition. TENANT shall promptly notify LANDLORD of any damage or defect in the APARTMENT hereafter occurring. LANDLORD MAKES NO WARRANTY OF HABITABILITY AS TO THE APARTMENT.

6. INDEMNIFICATION AND RELEASE: Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon LANDLORD and to the extent permitted by law, TENANT shall indemnify and hold harmless LANDLORD from and against all damages, claims and liability arising from or connected with TENANT'S control or use of the APARTMENT, including without limitation, any damage or injury to person or property whether resulting from the negligence of LANDLORD, TENANT, or any third person or party, except for the sole negligence of LANDLORD. This indemnification shall not include any matter for which LANDLORD is effectively protected against by insurance. This indemnification shall include LANDLORD'S legal costs and fees, including attorneys fees, in connection with any such claim, action or proceeding. To the extent permitted by law, TENANT does hereby release LANDLORD from all liability for any accident, damage or injury caused to person or property on or about the APARTMENT or the common areas, whether due to negligence on the part of the LANDLORD and notwithstanding whether such acts or omissions be active or passive, except for the sole negligence of LANDLORD.

7. SURRENDER AND HOLDOVER: Upon the expiration or sooner termination of this LEASE, TENANT shall surrender the APARTMENT (and the keys thereto) clean and ready for the next occupancy and otherwise in good order and condition. Prior to expiration or termination, TENANT shall remove all of its personal property. If TENANT fails to timely remove such personal property, then at LANDLORD'S option, it shall be deemed abandoned and the property of the LANDLORD.

8. ASSIGNMENT AND SUBLETTING: TENANT shall not assign, mortgage, encumber or transfer this LEASE in whole or in part, or sublet the APARTMENT or any part thereof, nor grant a license or concession in connection therewith. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law.

9. DESTRUCTION: If the APARTMENT should be damaged or destroyed by fire or other cause and the cost of repair and restoration would exceed \$1,000.00, then LANDLORD shall have the right to cancel this LEASE by giving notice within thirty (30) days after the occurrence and this LEASE shall terminate as of fifteen (15) days after the date the notice is given. If LANDLORD fails to exercise this option then LANDLORD shall promptly repair and restore the APARTMENT to substantially the same condition it was in prior to the damage or destruction. If the building of which the APARTMENT is a part should be damaged or destroyed by fire or other cause and the cost of repair and restoration would exceed \$25,000.00 and notwithstanding that the APARTMENT may be unaffected by such damage or destruction, then LANDLORD shall have the right to cancel this LEASE by giving notice of such election within thirty (30) days after the occurrence and this LEASE shall terminate fifteen (15) days after the date such notice is given. The provisions of this section are not intended to limit, modify or release TENANT from any liability it may have for damages or destruction.

10. MECHANIC'S LIENS: TENANT shall not permit any statement of intention to hold a Mechanic's Lien to be filed against the APARTMENT nor against any interest therein by reason of labor, services or materials claimed to have been performed or furnished to or for or at the request of TENANT. Nothing in this LEASE shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the APARTMENT; nor as giving TENANT the right or authority to contract for, authorize or permit the performance of any labor or services of the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

11. EVENTS OF DEFAULT: Any of the following shall be deemed an event of default: (A) The failure to pay any installment of rent when the same becomes due. (B) TENANT'S failure to perform or observe any other covenant, term or condition of this LEASE to be performed or observed by TENANT and, if curable, the failure continues for five (5) days after notice thereof is given to TENANT. (C) Abandonment or vacation of the APARTMENT. (D) LANDLORD'S reasonably deeming the TENANT or its conduct objectionable, injurious, improper or unreasonable.

12. LANDLORD'S REMEDIES: Upon the occurrence of any Event of Default, at its option and in addition to any other right or remedy it has hereunder or by the law, LANDLORD may:

(A) Re-enter the APARTMENT without demand or notice, and resume possession and, without being liable in trespass or for any damages and without terminating this LEASE, LANDLORD may remove all persons and property from the APARTMENT and such property may be removed and stored at the cost of the TENANT, and/or

(B) Terminate this LEASE at any time upon the date specified in a notice to TENANT. TENANT'S liability for damages shall survive such termination. Upon termination, such damages shall, at LANDLORD'S option, be either an amount equal to "Liquidated Damages" or an amount equal to "Indemnity Payments". "Liquidated Damages" means an amount equal to the excess of the rentals provided for in this LEASE which would have been payable by TENANT for the period commencing with such termination and ending with the date set for the expiration (hereinafter referred to as "Unexpired Term") had this LEASE not so terminate over the reasonable rental value of the APARTMENT for such Unexpired Term. "Indemnity Payments" means an amount equal to the rent and other payments provided for which would have become due and owing thereunder from time to time during the Unexpired Term plus the cost and expenses incurred by LANDLORD in connection with: (i) Obtaining possession of the APARTMENT; (ii) Removal and storage of TENANT'S or other occupant's property; (iii) Care, maintenance and repair of the APARTMENT while vacant; (iv) Reletting the APARTMENT; (v) Making all repairs, alterations and improvements required to be made by TENANT hereunder and of performing all provisions of the promises of the TENANT relating to the condition of the APARTMENT, less the rents and other payments, if any, actually collected and allocable to the APARTMENT. On demand, TENANT shall make Indemnity Payments monthly and LANDLORD can sue for all Indemnity Payments as they accrue, and/or

(C) Without terminating this LEASE, relet the APARTMENT without the same being deemed an acceptance of a surrender of this LEASE nor a waiver of LANDLORD'S rights or remedies and LANDLORD shall be entitled to Indemnity Payments. Any reletting by LANDLORD may be for a period equal to or less than, or extending beyond the remainder of the original term or for any sum, or to any lessee which LANDLORD deems appropriate.

13. ADVANCES AND INTEREST: Upon the occurrence of any Event of Default, LANDLORD may cure that default for the account and at the expense of TENANT if LANDLORD incurring such default pays any sum of money the sum so paid shall be reimbursed by TENANT upon demand together with interest at the rate of fifteen percent (15%) per annum.

14. ATTORNEY'S FEES: TENANT shall pay LANDLORD'S reasonable legal costs and attorney's fees incurred in successfully enforcing any covenant, term or condition of this LEASE.

15. ACCESS BY LANDLORD AND ASSOCIATION TO APARTMENT: LANDLORD, ASSOCIATION, their agents and prospective lessees, purchasers or mortgagees shall be permitted to inspect and examine the APARTMENT or have access for enforcing their rights and LANDLORD shall have the right to make any repairs which LANDLORD may

deem necessary but this provision shall not be construed to require LANDLORD to make repairs. LANDLORD and ASSOCIATION may retain and use pass keys to the APARTMENT. TENANT shall not change or install locks or appliances in the APARTMENT.

16. RULES: TENANT agrees to conform to such rules relating to the APARTMENT and the APARTMENT community as LANDLORD and ASSOCIATION in their judgment reasonably exercised may deem needed or proper from time to time.

17. SECURITY PAYMENT: TENANT has paid to LANDLORD the amount set forth as SECURITY PAYMENT as security for the FULL PERFORMANCE OF ALL OF THE TENANT'S DUTIES AND PROMISES UNDER THIS LEASE.

The TENANT'S duties, include among other things:

- Paying rent when due for the full period of this LEASE.
- Leaving the APARTMENT in the required condition.

LANDLORD shall have not liability for interest. Upon an Event of Default, LANDLORD may apply the SECURITY PAYMENT to any damages caused, without limiting its right for damages additionally due. After termination of this LEASE and upon written request, LANDLORD shall repay to TENANT such part of the SECURITY PAYMENT as TENANT shall be entitled to.

NO PART OF THE SECURITY PAYMENT MAY BE USED FOR PAYMENT OF RENT, BY TENANT, THE FINAL MONTH OR OTHERWISE.

In addition to the foregoing provisions, LANDLORD and TENANT hereby agree that the following shall govern the conduct of the parties with regard to the condition of the premises and TENANT'S SECURITY PAYMENT:

a. If the LEASE is terminated in accordance with the provisions of the LEASE, the SECURITY PAYMENT, or that portion thereof to which the TENANT shall be entitled, shall be returned after the APARTMENT has been completely vacated for a minimum period of fifteen (15) days. This will allow an ample period of time for any latent or unseen damage to be discovered and accounted for and the clearance of your deposit through LANDLORD'S or LANDLORD'S manager accounting department.

b. It shall be the obligation and responsibility of the TENANT upon vacating the APARTMENT, whether on the expiration of the LEASE, or its prior termination, to leave the APARTMENT in the same state and condition as it was at the commencement of the LEASE. Specifically, without limiting the generality of the foregoing, TENANT shall have the following obligations and responsibilities, which shall be performed at the TENANT'S expense:

- (1) All carpeting must be thoroughly cleaned by a steam cleaning process.
- (2) All appliances must be thoroughly cleaned.
- (3) All wax shall be removed from tile floors.
- (4) All bathroom and kitchen plumbing facilities and fixtures shall be thoroughly cleaned.
- (5) All closets, cabinets and other storage facilities and light fixtures shall be thoroughly cleaned.
- (6) All missing or burned-out light bulbs shall be replaced.
- (7) All nails, picture hangers, and the like shall be removed from walls, and the holes patched with a substance and in a manner approved by LANDLORD or LANDLORD'S agent.
- (8) All walls shall be thoroughly cleaned and all marks, or other discoloration, removed.
- (9) All windows shall be thoroughly cleaned.
- (10) Heating and cooling system filters shall be thoroughly cleaned or replaced.
- (11) All other damage to the APARTMENT not mentioned above shall be repaired and the APARTMENT left in a "white glove" state of cleanliness.
- (12) All APARTMENT keys issued to TENANT shall be returned.
- (13) All of the above shall be completed and ready for inspection on or before noon of the last day of the LEASE term, or the day of termination of the LEASE is terminated prior to the end of the LEASE term.

c. LANDLORD, or LANDLORD'S agent, shall inspect the APARTMENT in the afternoon of the last day of the LEASE term, or the date of termination if the LEASE is terminated prior to the end of the LEASE term, or as soon thereafter as is practical.

d. LANDLORD shall have the right to retain, and deduct from TENANT'S Security Payment, an amount which is sufficient to cover the costs of labor and materials for cleaning and repair of damage to the APARTMENT which has not been performed by TENANT in accordance with Paragraph b. above. In addition,

LANDLORD shall have the right to deduct and retain from the TENANT'S Security Payment all unpaid rent, late charges and the amount of Ten Dollars (\$10.00) for each APARTMENT key which is not returned by TENANT.

e. It is LANDLORD'S policy to repaint the APARTMENT every three (3) years, or upon the vacation of the APARTMENT by TENANT, whichever is sooner. Accordingly, upon termination of the LEASE for any reason, TENANT shall be charged, and LANDLORD shall have the right to deduct and retain from TENANT'S SECURITY PAYMENT, an amount which is equal to the prorated cost of painting the APARTMENT over the remainder of the three (3) years. For example only, if LANDLORD'S cost to paint the APARTMENT immediately prior to TENANT'S occupancy was One Hundred Fifty Dollars (\$150.00), and the APARTMENT is vacated by TENANT after the end of a one (1) year lease term, TENANT shall be charged, and LANDLORD shall have the right to deduct and retain from TENANT'S SECURITY PAYMENT, the amount of One Hundred Dollars (\$100.00), and if the APARTMENT is vacated by TENANT after the end of a second consecutive LEASE term, TENANT shall be charged, and LANDLORD shall have the right to deduct and retain from TENANT'S SECURITY PAYMENT, the amount of Fifty Dollars (\$50.00), and if the APARTMENT is vacated by TENANT after the end of a third consecutive LEASE term, TENANT shall have no obligation to LANDLORD respecting the painting of the APARTMENT.

18. CONDOMINIUM OBLIGATIONS: TENANT acknowledges that the APARTMENT, and the building in which it is situated, and the lot on which same is located, is or will become a part of an Indiana Horizontal Property Regime, and that TENANT shall be subject to the provisions of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of the ASSOCIATION, all as the same shall be amended from time to time, except that LANDLORD shall be responsible for payment of all assessments made by said ASSOCIATION and all real estate taxes and government assessments during the term of this LEASE.

TENANT'S SIGNATURE HERETO SHALL CONSTITUTE AN ACKNOWLEDGMENT THAT: (1) HE/SHE HAS RECEIVED A COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION, AND THE CONDOMINIUM RULES AND REGULATIONS; (2) THAT HE/SHE UNDERSTANDS EACH OF SAME; (3) THAT TENANT SHALL BE RESPONSIBLE FOR THE ACTIONS AND CONDUCT OF ALL OCCUPANTS OF THE APARTMENT WHO HAVE NOT SIGNED THIS LEASE, WITH REGARD TO SAME, AND (4) THAT PURSUANT TO THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS, THE ASSOCIATION SHALL HAVE THE RIGHT AND OBLIGATION TO ENFORCE, AGAINST TENANT AND ALL OCCUPANTS OF THE APARTMENT, THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION AND THE BY-LAWS OF THE ASSOCIATION, AND THE CONDOMINIUM RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO EVICT TENANT AND ALL OCCUPANTS FOR ANY VIOLATION THEREOF. LANDLORD HEREBY IRREVOCABLY ASSIGNS TO ASSOCIATION THE NON-EXCLUSIVE RIGHT TO ACT IN ACCORDANCE WITH THIS PARAGRAPH.

19. LANDLORD'S RIGHT TO SELL: LANDLORD retains the absolute right to sell APARTMENT, subject to TENANT'S interests and rights under this LEASE.

20. GENERAL AGREEMENT OF PARTIES: TENANT may not assert any claim against LANDLORD or defend any claim by LANDLORD against it on the basis that LANDLORD has breached or defaulted in any of its duties under this LEASE or by law unless TENANT has given notice in writing by Certified Mail to LANDLORD of the purported breach or default promptly after the same occurs and LANDLORD fails to commence to cure the same within a reasonable time after receipt of such notice.

This LEASE shall extend to and be binding upon the heirs, personal representative, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this LEASE by TENANT or the subletting of the apartment without the express written consent and approval of LANDLORD and ASSOCIATION, all of which are hereby expressly prohibited. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

The captions appearing in this LEASE are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by LANDLORD of any default by TENANT or waiver of any other default or of the same default on a future occasion. LANDLORD'S acceptance of rent shall not be deemed a waiver as to any preceding default. Any notices to be given hereunder shall be in writing and shall be deemed sufficiently given when (A) actually served on the party to be notified or (B) placed in an envelope directed to the party to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid.

1. If to LANDLORD, to the address shown on page 1 to which rental payments must be mailed or delivered.
2. If to TENANT at the APARTMENT.

If there is more than one TENANT their obligation shall be joint and several. NO ORAL PROMISES OR STATEMENTS, UNLESS CONTAINED IN THIS LEASE, SHALL BE BINDING ON EITHER PARTY. Amounts due under this LEASE shall be collectible, without relief from valuation and appraisement laws.

21. CONSTRUCTION CONTINGENCY: The rights, liabilities and obligations of the parties hereto shall convene only upon completion of the construction of the APARTMENT and the issuance of an Occupancy Permit and shall otherwise be null and void and of no force or effect.

LANDLORD:

TENANT:

\_\_\_\_\_

\_\_\_\_\_

By:

Rental Agent/Attorney-in-Fact  
(if applicable)

\_\_\_\_\_

DATED: \_\_\_\_\_, 19\_\_.

DATED: \_\_\_\_\_, 19\_\_.

THIS LEASE SHALL BE VOID AND OF NO BINDING EFFECT WHATSOEVER UNLESS AND UNTIL IT SHALL HAVE BEEN APPROVED BY THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION AND SIGNED BELOW BY THE PRESIDENT.

By the signature of the President of the ASSOCIATION below, the President hereby certifies that the TENANT and all Occupants named in this LEASE have been approved by the Board of Directors of said ASSOCIATION in accordance with the provisions of the Condominium Documents.

ASSOCIATION

By: \_\_\_\_\_ President

DATED: \_\_\_\_\_, 19\_\_



LE JARDIN CONDOMINIUMS

<u>APT#</u>	<u>205</u>	<u>1715</u>	<u>1725</u>	<u>1720</u>	<u>245</u>
	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>	<u>#5</u>
101	001	025	049	073	097
102	002	026	050	074	098
103	003	027	051	075	099
104	004	028	052	076	100
105	005	029	053	077	101
106	006	030	054	078	102
107	007	031	055	079	103
108	008	032	056	080	104
201	009	033	057	081	105
202	010	034	058	082	106
203	011	035	059	083	107
204	012	036	060	084	108
205	013	037	061	085	109
206	014	038	062	086	110
207	015	039	063	087	111
208	016	040	064	088	112
301	017	041	065	089	113
302	018	042	066	090	114
303	019	043	067	091	115
304	020	044	068	092	116
305	021	045	069	093	117
306	022	046	070	094	118
307	023	047	071	095	119
308	024	048	072	096	120