

094112

*Hold - Norman  
Tufford  
71 910 Ridge Rd*

**FILED** Munster 46321-1730

APR 06 1990

SANDOAK CONDOMINIUM ASSOCIATION

*Anna N. Anton*  
AUDITOR LAKE COUNTY

RULES AND REGULATIONS

EXHIBIT "D"  
OF THE CONDOMINIUM DOCUMENTS

**Document is NOT OFFICIAL!**  
REVISED April 4, 1990

**This Document is the property of  
the Lake County Recorder!**

TABLE OF CONTENTS

I.	Board of Directors	2
II.	Building Engineer and Service Personnel	2
III.	Keys	3
IV.	Children	3
V.	Pets	4
VI.	Vehicle Operation & Storage	5
VII.	Delivery Vehicles & Moving Vans	5
VIII.	Occupancy	6
IX.	Resale or Lease	6
X.	Elevators	7
XI.	Waste Disposal	7
XII.	Storage	7
XIII.	Housekeeping	8
XIV.	Alterations	9
XV.	Guests	9
XVI.	Owner's Responsibility	9
XVII.	Recreation	10
XVIII.	Assessments	12

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
APR 6 2 37 PM '90  
ROBERT ROBERT FREELAND  
RECORDER

EXHIBIT "D"

000466 22.00

SANDOAK CONDOMINIUM ASSOCIATION

Rules and Regulations

I. Board of Directors

In accordance with the Condominium Documents, the Board of Directors (Board) of the Sandoak Condominium Association, Inc. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of the Rules and Regulations.

These Rules and Regulations may be modified, added to or repealed at any time by the Board.

Suggestions or complaints regarding the management of residences and grounds, employees, or regarding the action of other owners should be made in writing to the Board.

Any consent or approval given by the Association under these Rules and Regulations shall be revocable at anytime, except for its approval of resale and leases.

II. Building Engineer and Service Personnel

Personnel are retained for maintaining the common areas and limited common areas only. No owner shall request or cause any employee of the Association to do any private business for such owner during business hours, except as shall have been approved in writing by the Board.

Should a resident become aware of any parts of the common area, grounds or equipment which requires maintenance or service, please notify the Board or building engineer.

If a resident needs special maintenance assistance for their residence, the Board will furnish a list of recommended service companies for the resident's consideration.

In the event of any emergency, including overflowing plumbing fixtures or leaking pipes in residence or common areas, occupant should contact the building engineer for assistance immediately.

Delivery men, domestic and service personnel will be permitted to enter the building and elevators only after proper identification to the owner or resident. The personnel will contact the resident by telephone and they will be able to view the person seeking admission to the building by a channel on their television set.

### III. Keys

The keying system within the building is master keyed for maintenance purposes and may not be altered without the approval of the Board.

The agents of the Association and any contractor or workman authorized by the Board may enter any apartment at any reasonable hour or the day for any purpose permitted under the terms of the Declaration of Condominium or By-laws of the Association. Except in the case of an emergency, entry will only be made after prearrangement with the respective owner.

The Association may retain a passkey to each apartment. No owner shall alter any lock or install a new lock on any door leading into an apartment or mechanical equipment room without the prior consent of the Board. If such consent is given, the owner shall provide the Association with a key for use of the Association.

There shall be a \$5.00 charge if the Association is required to furnish new keys to an owner or occupant who has lost their keys.

A special code has been prepared to open the lobby entrance door without a key. Code can be obtained from Board or Building Engineer.

### IV. Children

Children are a welcome part of the Sandoak Condominium community, but parents and owners of the apartments in which they are living or visiting shall be responsible to see that they do not interfere with the quiet and comfort of other occupants and that the following rules are observed:

A. Children are restricted from playing in garages, corridors, stairways, lobbies, lounges or the catering kitchen; and children shall not ride up and down the elevators unnecessarily.

B. Children under the age of fourteen (14) shall not use the billiard table, exercise rooms, or sauna baths without direct adult supervision.

C. No persons under eighteen (18) years of age are permitted to occupy residences overnight unless an adult is in attendance.

D. Children under six (6) years of age shall be under direct adult supervision at all times.

E. Children, the age of fourteen (14) and under, shall not use the pool unless accompanied by an adult.

## V. Pets

Common household pets, such as dogs and cats weighing less than sixteen (16) pounds, may be kept by owners as long as the following conditions are observed:

A. Only one dog or cat, which can be carried in the elevator to the exercise area, or caged bird or aquarium, shall be allowed per apartment.

B. The dog or cat shall be leashed at all times when such pet is outside the boundaries of the apartment of the owner. Pets must be carried within the common areas of the building. The exercise area is near the West boundary of the property.

C. Owners of a pet shall be required to immediately remove all forms of excrement of such pets from the common and limited common areas, including, but not limited to lawns, walks, driveways, and parking area, and such pets shall not be allowed to deposit excrement in any manner, or in any place that would in any manner change or deface such common and limited common area, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

D. No pet will be allowed which creates noise, emits noxious odors or creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of the day or night.

E. Any owner of a pet allowed hereunder, who is the subject of three (3) justifiable complaints of violation of this rule, shall forthwith permanently remove the pet from his or her apartment, upon notice of same from the Board, and said owner shall not be allowed to have any pets within the condominium at anytime thereafter, except with the express prior written consent of the Board.

F. The Board shall have the authority to make regular assessments against any and all apartment owners with pets for the purpose of paying any additional costs which may be involved in maintaining and/or repairing the common and limited common areas and facilities as a direct or indirect result of the housing of pets within the condominium.

These assessments may consist of a regular monthly or other periodic assessment against all owners of apartments housing pets, to be paid in the same manner and at the same time as the regular assessment for common expenses, and such an assessment may be based upon an estimate of the cost of maintaining and/or repairing the common and limited common areas and facilities necessitated by the housing of pets within the condominium. As an alternative, or in addition to the foregoing, such assessments may consist of a special assessment against any owner of an apartment housing a pet, if the Board, in its sole discretion, determines that a particular apartment owner shall be responsible for the cost of maintaining and/or repairing any part of the common or limited common areas and facilities necessitated by the housing of the pet in such owner's apartment.

The failure of any owner of an apartment housing a pet to pay such assessments shall automatically result in the immediate and permanent removal of such pet from the apartment. Such apartment owner shall not be allowed to have any pets within the condominium at anytime thereafter, and the Association and the individual members thereof shall have the right to seek and obtain any and all other legal or equitable remedies allowed by the Condominium Documents or by law for violation of these Rules and Regulations.

G. Any pet which exists in violation of these rules on their official date of recording shall be allowed to remain, at the discretion of the Board, or such time and under such special conditions as the Board may decide.

#### VI. Vehicle Operation and Storage

One remote control garage opener will be furnished to each owner by the developer for each parking space in the basement garage which has been assigned to that owner.

Parking spaces were assigned in accordance with the condominium documents to legally qualified owners of condominiums and ownership or use shall not be changed without notification of the Board.

Owners, their employees, servants, agents, visitors, tenants and family will obey all posted parking and operation regulations including speed limit restrictions and shall not park their cars in such a manner as to impede or prevent ready access by another owner to his parking space.

No self-powered vehicle which cannot operate on its own power shall remain on condominium property for more than twenty-four (24) hours; no repairing of vehicles is to take place on condominium property and washing of vehicles shall only be permitted in the designated area at the west end of the building.

Space has been provided for parking of vehicles of guests and residents on paved areas in front and on the West side of the building. Vehicles should be parked in the marked spaces between two (2) yellow lines and not in the driveways. Parking in the driveway blocks the access to the building by delivery trucks, fire and emergency vehicles and for snow plows. The driveways must be kept open and clear at all times.

Parking at the curb is not allowed except for very short periods of time needed to pick up or discharge passengers or messages.

#### VII. Delivery Vehicles and Moving Vans

Trucks and other vehicles which are making deliveries may park at the curb for a short time while deliveries are being made. Otherwise they shall be parked in a marked parking space, between two (2) yellow lines.

If occupant is not at home when delivery is made, goods and packages, except heavy and bulky items, will be kept in front entry unless the Building Engineer is instructed otherwise.

Advance arrangements shall be made with the Building Engineer before moving furniture or bulky personal belongings in or out of the building. Elevator padding shall be placed in the elevator before use. Mover shall remove cartons from the building upon completion of the move and shall not place them in the trash room or elsewhere on Association property.

Moving vans shall not park and unload or load through the front door. They may park near a stair well door to load or unload or they may park near the garage entrance, but may not block vehicle entrance to the garage. Access will be through the garage to the elevator.

#### VIII. Occupancy

The apartments shall be used for single-family residences only. No separate part of any apartment may be rented, and no trade, business, profession or other type of commercial activity may be conducted in any apartment.

An occupant shall not permit or allow anything to be done or kept in his apartment which will increase the insurance rates on his apartment, the common elements, or any portion of Sandoak Condominiums, or which will obstruct or interfere with the right of other occupants.

#### IX. Resale or Lease

The Declaration of Condominium establishes certain restrictions on the resale or lease of apartments, and requires the formal approval of such transaction by the Board. If the transaction is approved by the Board a written Certificate of Approval will be delivered to the owner.

The following information should be provided to the Board along with any forms or other requirements established by the Board:

- A. Notice of Intent to sell or lease
- B. Copy of resale or lease contract
- C. Application for membership in Sandoak signed by the prospective purchaser or lessee
- D. If requested, arrange for a personal interview by the Board of the prospective owner or lessee

No lease will be approved if the term of the lease is less than six (6) months.

If the apartment is to be shown to prospective purchasers or lessees by any agent in the Owner's absence, a proper letter of authorization must be furnished to the Board.

E. Garage spaces may be sold or leased between owners, subject to approval by the Board under procedures established in the Declaration of Condominium.

X. Elevators

The elevator is equipped with a telephone which provides direct contact with an emergency answering service; this should be used only in the event of an emergency. During a power failure elevators will stop.

Do not use the elevator in case of fire. This is for use of firemen. Use the stairways which are plainly marked "EXIT".

When summoning the elevator do not push both the up and down buttons and do not block the elevator door open; such action can result in damage to the elevator and can delay others.

Smoking in the elevator is prohibited by State Law.

XI. Waste Disposal

Refuse which the kitchen sink food waste disposal process shall be securely tied in heavy plastic bags and placed in the trash chutes. Do not force any refuse into the chute. The trash chute may be used only between the hours of 8:00 A.M. and 9:00 P.M.

All cartons or other trash too large for disposal in the trash chutes shall be taken by the occupant to the garage level and placed in the trash room or in the large receptacles outside the west door of the garage.

Cigars and cigarettes or other burning material must be extinguished before disposal.

XII. 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 area shall not be used for storage except as authorized by the Board. In no event shall any combustible or flammable material or liquid be stored in any location on the condominium property.

No bicycles, scooter, baby carriages, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways or common elements, except bicycles may be placed in the bicycle storage area designated by the Board. However, the Board assumes no responsibility for theft, loss or damage of or to the bicycles placed in this area.

Sidewalks, entrances, passageways, elevators, vestibules, stairways, walkways, corridors, halls, driveways and roads shall not be used for any purpose except ingress to and egress from the condominium and the apartments, and no objects or articles of any kind shall be stored thereon.

### XIII. Housekeeping

Each owner shall keep his apartment and storage spaces in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the windows, doors or balconies thereof, any dirt, water, cigars, cigarettes or other substances or article.

No article shall be hung or shaken from the doors, windows or balconies or placed upon the outside window sills or balcony ledges of an apartment.

Waterclosets and other water apparatus on the condominium property shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus in the apartments shall be paid for by the owner in whose residence it shall have been caused.

Window coverings are the responsibility of the owner. However, all externally exposed areas of the draperies must have white linings.

Pest control within an apartment is the owner's responsibility.

Each owner is required to carry insurance in accordance with the provisions of the Declaration of Condominium.

Maintenance of equipment such as kitchen appliances, and heating and air conditioning units within the apartment unit is the owner's responsibility subject to any equipment guarantee. However, such maintenance must be performed by service companies approved by the Board.

No unsightly objects shall be placed, stored, or hung from apartments or any common areas including, but not limited to, laundry, rugs, wiring, antenna and personal effects.

Cleaning of the interior and exterior sides of the windows in an apartment is the owner's responsibility, which shall be performed at least once in the spring and once in the fall.

Radios, televisions, hi-fidelity equipment, organs and other musical instruments shall be kept to a minimum volume between the hours of 10:00 P.M. and 10:00 A.M. Unnecessary loud noise shall be avoided at all times.

Except in an emergency, the blowing of any horn from any vehicle which is upon or approaching any driveway or parking area serving the condominium property is prohibited.

The minimum temperature required in the apartments when owners are absent is 60 degrees F.

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

Signs or advertising for any reason are prohibited.



#### XIV. Alterations

The exterior of the apartments and all other exterior areas appurtenant to an apartment, including balcony, walks, railings, ceilings or doors, shall not be painted, decorated or modified by an owner in any manner without the prior consent of the Board. Nothing, including but not limited to, radio or television aerial or antenna, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, storm shutters, ventilators, fans or air conditioning devices shall be attached or affixed to the exterior of any residence or balcony, or exposed on or projected out of any window, door or balcony of any residence without the prior consent of the Board.

No one shall alter the outside appearance of any window of any residence, except by installation of inside draperies or window treatment, without prior consent of the Board.

The consent of the Board to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board.

No interior of an apartment shall be altered in any manner if such would have any effect on the structural elements of the building, or its electrical, mechanical, plumbing or air conditioning systems without prior consent of the Board.

Temporary seasonal decorations on entrance doors, providing ordinary fire and safety requirements are observed, shall be permitted.

#### XV. Guests

The owner or occupant of an apartment will be able to view a person seeking admission to the building by turning their television to the special surveillance channel. If clearance is obtained from the occupant, they will be able to unlock the door by pressing the "0" on the telephone instrument.

The Board, after consultation with the occupant, may require that any guest who is guilty of serious violation of rules vacate the premises.

#### XVI. Owner's Responsibility

Owners shall be held responsible for the actions of their children, other family members, guests, lessees, licensees and invitees, and shall see that all such persons are familiar with these Rules and Regulations.

Any damage to the buildings, recreational facilities or other common elements caused by an owner, his family, guests, lessee, invitees and licensees shall be repaired at the expense of such owner.

XVII. Recreation

Swimming Pool -

WARNING - No life guard on duty. Use the swimming pool at your own risk

For use only by occupants and guests accompanied by them. Age 14 and under must be accompanied by adult.

No diapered children unless properly protected

Do not enter pool after using body oils, lotions or minerals.

Running, jumping and large gear prohibited in pool and area

Proper covering & footwear must be worn when entering and leaving pool area.

No food permitted in pool area. Drinks in non-breakable containers are permitted. All litter shall be placed in trash containers.

Doors to pool area must remain closed at all times.

No pets permitted in pool area.

Chart explaining CPR is mounted on wall in pool area.

Spa/Hot Tub -

**This Document is the property of the Lake County Recorder!**

Posted rules and instructions shall be observed.

All applicable swimming pool rules also apply to Spa/Hot Tub.

Do not use water temperature above 104 Degrees F.

Enter and exit slowly.

Observe reasonable time limits (10 to 15 minutes). Leave tub and cool down before returning for a brief stay.

Sauna -

Sauna facilities are for the use and enjoyment of residents and their guests. Posted rules and instructions shall be observed.

Pool Table -

Children shall not use the equipment unless playing with an adult.

The table surface is fragile and should be treated with care. When play is completed, cue sticks must be returned to the rack provided for them.

Balls must be collected from pockets and placed in table or storage cabinet.

No cans, paper cups or other debris should be left on or around the playing area.

No liquids or food permitted on or near the table unless it is protected by the plywood cover.

Exercise Room -

A number of pieces of exercise equipment are available for the use of owner, lessee and their guests.

The equipment should only be used by those who understand how it is to be used.

Replace all instruction manuals in storage rack.

Social Room -

An occupant may reserve the social room for a private social affair (non-commercial). Social events, open for all occupants and association affairs, shall be given priority in scheduling their use. A calendar for scheduling is posted in the catering kitchen for sign-up. The facilities are available for events occupants would normally have in their own home. Commercial usage is prohibited.

If the owner, lessee or resident host requires professional cleaning for a social affair, or if in the judgment of the building engineer such service will be necessary, a charge for the service will be imposed and will be payable in advance.

The cost to repair any damages to the common elements which result from a party, as determined by the Board, will be billed to the owner, lessee or resident host sponsoring the affair.

Clean-up Procedure:

1. Clean and dry sink
2. Clean all table tops, counter tops and store if used
3. Empty garbage
4. Remove all leftovers. Empty refrigerator.
5. Vacuum carpet

Attire -

Persons wearing bathing suits must wear proper over-garments and footwear when in the common areas, and shall not lounge in the lobbies and community rooms in wet bathing suits.

No one shall appear in or use the social room in any other clothing than street attire.



XVIII. Assessments

The Board prepares a budget annually and assesses apartment owners for their share of the common expenses of the Association in accordance with their percentage of ownership. Special assessments may be levied from time to time against apartment owners as a result of extraordinary or unanticipated items of expense not contained in the annual budget. The Board may also assess individual apartment owners for any expense incurred by the Association as a result of the failure of the apartment owner to perform any of their responsibilities set forth in the Condominium Documents, or for any intentional or negligent act of the owner to the extent the expense is not covered by insurance purchased by the Association.

Statements of the status of assessments to their apartment are rendered to each owner quarterly by the Treasurer of the Association.

Assessments and installments thereof which are paid more than twenty (20) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid.

The owners of each apartment shall be personally liable, jointly and severally, for the payment of all assessments levied by the Board against their apartment and for all costs of collecting such assessment including interest and reasonable attorney fees.

In the event of the failure of an apartment owner to pay any assessment when due, the unpaid amount of said assessment shall constitute a lien upon the apartment and all appurtenances thereto from the time of said assessment.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed this 4th day of April, 1990.

ATTEST:

By Audrey R. Seberger  
Audrey R. Seberger, Secretary



Sandbak Condominium Association, Inc.

By Norman E. Tufford  
Norman E. Tufford, President



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared NORMAN E. TUFTORD and AUDREY R. SEBERGER, the President and Secretary, respectively, of the Sandoak Condominium Association, Inc. and being duly sworn upon their oath says they are the persons who executed the foregoing Amendment, that they have read the same and that the statements therein contained are true.

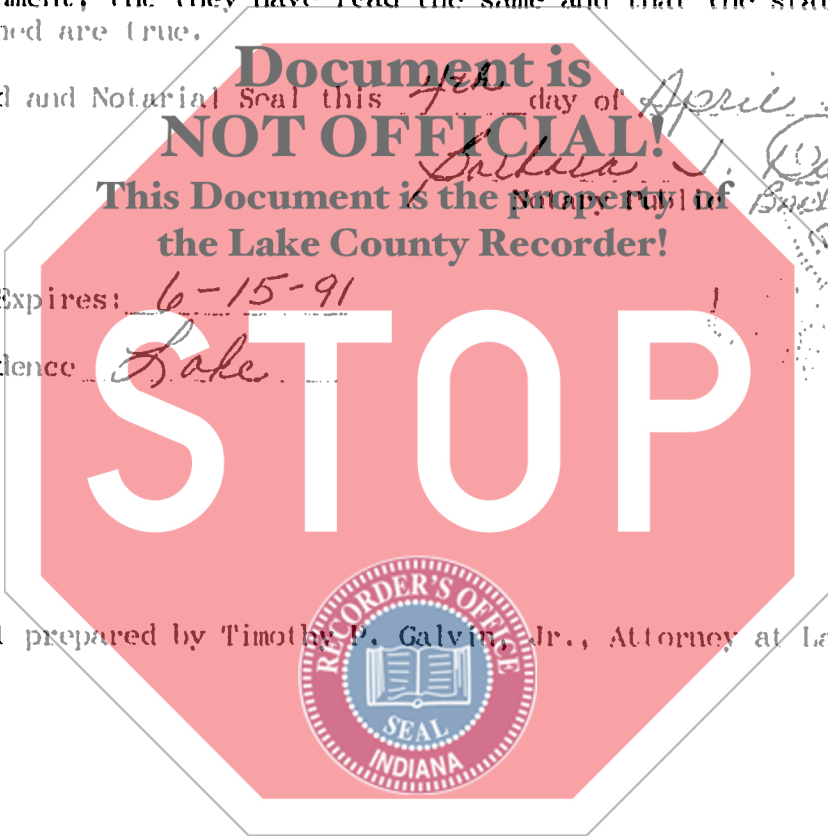
WITNESS my hand and Notarial Seal this 7th day of April, 1990.

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

My Commission Expires: 6-15-91

County of Residence: Lake



This instrument prepared by Timothy P. Galvin, Jr., Attorney at Law.