

STATE OF INDIANA
LAKE COUNTY
FILED FOR EXHIBIT-A

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BURLWOOD TOWNHOMES AT WHITE OAK ESTATES

RECORDER
FIRST AMENDED AND RESTATED
RULES AND REGULATIONS

1. ARCHITECTURAL STANDARDS. Neither the exterior appearance of a Residential Unit, nor the quality of the construction of a Residential Unit, can be changed in any way whatsoever without the prior approval of the Architectural Review Committee in accordance with the provisions of Article X of the Declaration of Covenants, Conditions, Restrictions and Easements for Burlwood Townhomes at White Oak Estates (hereinafter the "Declaration"). The prohibition of this provision shall include, but not be limited to, the following:

a. The construction of any exterior addition to any Residential Unit, or the construction of any temporary or permanent improvement or building on the Parcel on which the Residential Unit is located.

b. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.

c. The use of any materials on the exterior of any Residential Unit or associated structures which is not identical to that which was provided as a part of the original construction, both in quality, color and other appearance.

d. The erection of aerials, antennas, clotheslines, awnings, or other similar items or devices in such a manner that they are not visible from any ground level location from the exterior.

e. Storm windows shall not be added to a Residential Unit. The Forever View® brand full view storm door by EMCO, Sandstone color, may be added to a Residential Unit, or equal storm door approved by the Architectural Review Committee may be added to the Residential Unit.

f. The erection or maintenance of any fences or other types of barricades.

g. The use of window coverings which are not white or beige or show a white or beige appearance when viewed from the exterior of the Residential Unit.

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h. The use of mailboxes not in conformity with the quality and style and location requirements of the Architectural Review Committee. The original mailboxes installed for the Residential Units shall conform to the quality, style and location requirements of the Declarant.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Residential Unit in such manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community.

2. MAINTENANCE AND REPAIR OF RESIDENTIAL UNITS. Except as provided in Section 4.01 of the Declaration, it is the Owner's sole and exclusive responsibility to maintain and repair his and/or her single-family residential structure. The Association's responsibility for the maintenance of the Submitted Parcel shall be limited to (i) the providing for the care of lawns, grass mowing and landscaping care (excepting any landscaping that is not part of or a replacement of the original installation of landscaping improvements by Declarant) including the obligation to water, or provide water for, any lawn or landscaped area, and (ii) the maintenance, repair and replacement of the Common Area, and (iii) the maintenance, repair and replacement of the Exterior (as that term is defined in Section 1.22 of the Declaration) of any Residential Unit excepting the doors and windows of the Residential Unit, which shall be maintained, repaired and replaced by the Residential Unit Owner, and (iv) the providing of snow removal from driveways located within any Residential Unit, from sidewalks located within or adjacent to any Residential Unit and from the ingress-egress easement areas shown on the Plat. The Association responsibility shall include not only routine maintenance and care of these lawn and landscaped areas, but also the replacement of grass, sod and trees and shrubbery which were part of the original landscaping.

If, due to the act or neglect of an Owner, or an Occupant of such Owner's Unit, or of a guest or invitee of such Owner, damage shall be caused to a part of the Common Area and maintenance, repairs, or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs or replacements as may be determined by the Board.

3. INSURANCE. As of the adoption of these Rules and Regulations by the Association, the Association has elected not to obtain casualty insurance on Residential Units in accordance with the provisions of Section 5.01 of the Declaration. Accordingly, it is the sole and exclusive responsibility of each Owner of a Residential Unit to provide casualty insurance in accordance with the provisions of the Declaration. It is, therefore, the Owner's responsibility to be familiar with and to comply with Article V of the Declaration in every respect. This obligation shall include, but not be limited to, the requirement that all casualty insurance be for the full replacement value, that the proceeds thereof be

payable to the Insurance Trustee, and that all liability insurance policies show the Association as a named insured.

4. **SIGNS.** No Owner shall erect, place, display or permit any sign whatsoever on any part of any Residential Unit or any part of the Development Area, whatsoever; provided, however, temporary open house (sale) signs shall be permitted for a period of the duration of the actual open house not to exceed four (4) hours and shall be limited to a double faced sign not more than two feet (2') by three feet (3') in size. The foregoing covenants related to signage shall not apply to the activities, signs or billboards, if any, of the Declarant, its agents and assigns during the construction and sale of the Residential Units.

5. **VEHICLES.** No motor homes, campers, trailers, boats of any kind, or trucks in excess of 3/4 ton capacity, shall be parked at any time on any Residential Unit, except inside closed garages in a manner that shall allow the garage door to be closed entirely.

6. **LEASING RESTRICTIONS.** All lease or rental agreements must be in writing. Residential Units shall not be leased for an initial term of less than six (6) months, nor for less than thirty (30) days for any term thereafter.

7. **MINIMUM HEAT.** The minimum heat in every Residential Unit shall not be less than 60° F. for the period of time from November 1 to April 15 each year.

8. **OCCUPANCY.** No more than one (1) family may occupy one (1) Residential Unit with no more than two (2) persons per bedroom.

9. **NOISE.** Loud music or television or any other sound which may be objectionable to any other Occupant is prohibited at all times.

10. **CAR WASHING.** No car or other vehicle washing is permitted on any of the Residential Units in any manner which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawn or landscaped area.

11. **PETS.** Only two (2) pets (either a dog(s) or cat(s)) shall be allowed to be kept in or on a Residential Unit, and otherwise, an Owner may not keep, raise or bred any animals, livestock or poultry in or on any Residential Unit. Notwithstanding the foregoing, the following shall apply with regard to any pet which is allowed to be kept in or on a Residential Unit:

a. Owners of a cat or dog shall be required to keep same on a leash at all times when such pets are outside the home.

b. Owners of a cat or dog shall be required to immediately removal all forms of excrement of such pets from the Development Area, including, but not limited to, lawns, walks, driveways, and parking areas, 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 the Development Area, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

c. 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 day or night.

d. 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 Residential Unit, upon notice of same from the Board of Directors, and said Owner shall not be allowed to have any pets within the Residential Unit at any time thereafter, except with the express prior written consent of the Board of Directors.

e. The Board of Directors shall have the authority to make regular Assessments against any and all Owners with pets for the purpose of paying any additional costs which may be involved in maintaining and/or repairing the Submitted Parcel as a direct or indirect result of the housing of pets within the Submitted Parcel.

These Assessments may consist of a regular monthly or other periodic Assessment against all Owners housing pets, to be paid in the same manner and at the same time as the General Assessment for Common Expenses, and such an Assessment may be based upon an estimate of the cost of maintaining and/or repairing the Submitted Parcel necessitated by the housing of pets within the Residential Unit. As an alternative, or in addition to the foregoing, such Assessments may consist of a Special Assessment against any Owner housing a pet, if the Board of Directors, in its sole discretion, determines that a particular Owner shall be responsible for the cost of maintaining and/or repairing any part of the Submitted Parcel necessitated by the housing of the pet in such Owner's Residential Unit.

The failure of any Owner housing a pet to pay such Assessments shall automatically result in the immediate and permanent removal of such pet from the Residential Unit, such Owner shall not be allowed to have any pets within the Residential Unit at any time thereafter, and the Association and the individual members shall have the right to seek and obtain any and all other legal or equitable remedies allowed by the Declaration or by law for violation of these Rules and Regulations.

12. GARBAGE. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground level location in the Submitted Parcel, excepting only on those days of garbage collection by the Town or its contractor, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.

13. RESPONSIBILITY FOR ASSESSMENTS AND COMPLIANCE WITH DECLARATION. The Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Residential Units, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the Residential Unit is occupied by the Owner or by tenant or subtenant, and regardless of any agreement which Owner may have with any such Occupant, tenant or subtenant.

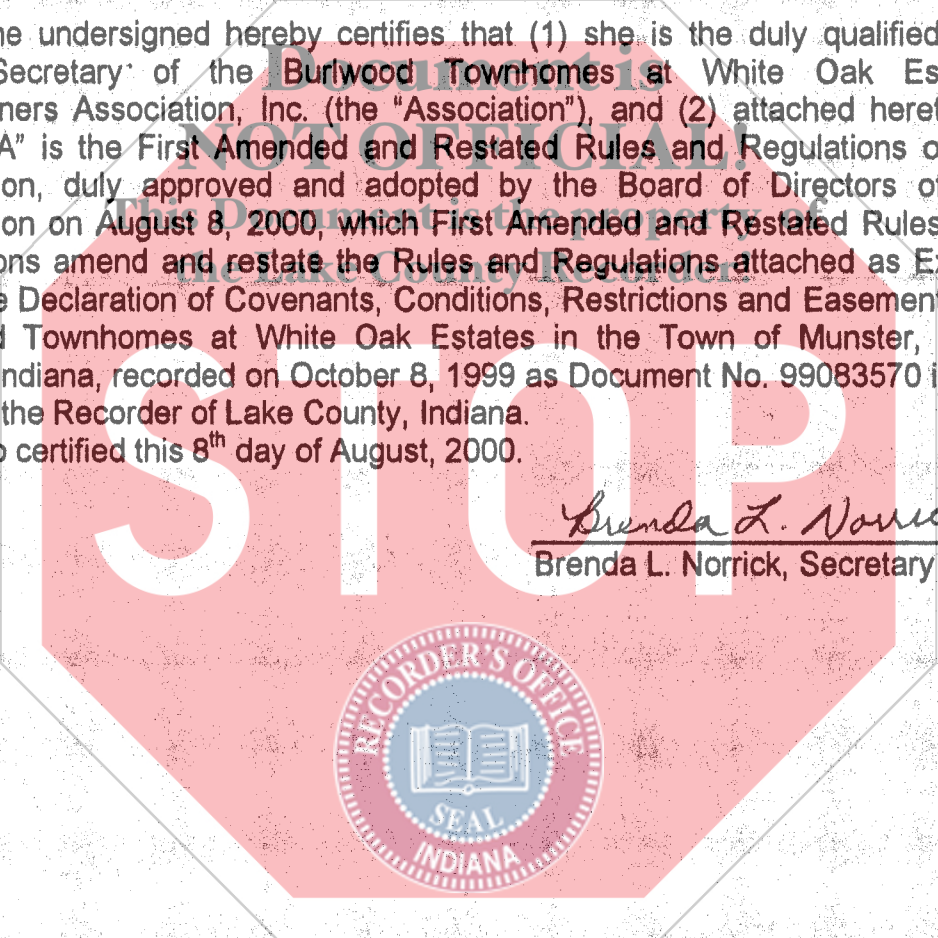
14. OWNERS OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION. All Owners shall advise the Association in writing of the names, residence addresses (if different from that of the Residential Unit owned) and telephone numbers of all Owners and all tenants, subtenants and other Occupants; and the name, business address and telephone numbers of all Mortgagees of record on the Residential Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Owner within fifteen (15) days of the date of any change in the information.

15. DEFINITIONS. The capitalized words and phrases used in these Rules and Regulations shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions, Restrictions and Easements of Burlwood Townhomes at White Oak Estates.

**CERTIFICATE OF AMENDMENT OF
THE BURLWOOD TOWNHOMES
AT WHITE OAK ESTATES
HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

The undersigned hereby certifies that (1) she is the duly qualified and acting Secretary of the Burlwood Townhomes at White Oak Estates Homeowners Association, Inc. (the "Association"), and (2) attached hereto as Exhibit "A" is the First Amended and Restated Rules and Regulations of the Association, duly approved and adopted by the Board of Directors of the Association on August 8, 2000, which First Amended and Restated Rules and Regulations amend and restate the Rules and Regulations attached as Exhibit "E" to the Declaration of Covenants, Conditions, Restrictions and Easements for Burlwood Townhomes at White Oak Estates in the Town of Munster, Lake County, Indiana, recorded on October 8, 1999 as Document No. 99083570 in the Office of the Recorder of Lake County, Indiana.

So certified this 8th day of August, 2000.


Brenda L. Norrick
Brenda L. Norrick, Secretary

STATE OF INDIANA)
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COUNTY OF LAKE) SS:

The undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that BRENDA L. NORRICK, the Secretary of the Burlwood Townhomes at White Oak Estates Homeowners Association, Inc., an Indiana nonprofit corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 8 day of August, 2000.

Jennifer L. Weaver
Notary Public

Jennifer Weaver
Printed Name

My Commission Expires:

7-7-06

County of Residence:

Lake

