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STATE OF INDIANA
LAKE COUNTY
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MORRIS W. CARTER
RECORDER

RETURN TO:  GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, IN 46410

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**NOTICE OF THE ADOPTION OF THE
FIRST AMENDED AND RESTATED
LONGWOOD CONDOMINIUM
RULES AND REGULATIONS**

This Notice is made and given by the Board of Directors of Longwood Condominium Association, Inc. to provide record notice of the adoption of the First Amended And Restated Longwood Condominium Rules and Regulations.

WHEREAS, Longwood Condominium Association, Inc., an Indiana nonprofit corporation (the "Association"), was organized on February 1, 2000, pursuant to the Declaration of Condominium of Longwood Condominium which was recorded on July 25, 2000, as Document Nos. 2000-052523 and 2000-052524, in the Office of the Recorder of Lake County, Indiana (herein the "Declaration"); and

WHEREAS, the Longwood Condominium Rules and Regulations, attached as Exhibit "D" to the Declaration were amended and restated by way of the First Amended and Restated Longwood Condominium Rules and Regulations, a copy of which are attached hereto as Exhibit "A"; and

WHEREAS, the First Amended and Restated Longwood Condominium Rules and Regulations were adopted by unanimous written consent of the Board of Directors of the Association, a copy of which is attached hereto as Exhibit "B".

NOTICE IS THEREFORE HEREBY GIVEN of the adoption of the First Amended and Restated Longwood Condominium Rules and Regulations.

The undersigned president and secretary of the Association do hereby certify that the First Amended and Restated Longwood Condominium Rules and Regulations were duly adopted in accordance with the requirements of the Articles of Incorporation and By-Laws of the Association, the Indiana Nonprofit Corporation Act, and the Declaration.

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SEP 19 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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SO GIVEN AND CERTIFIED this 13th day of September, 2000.

LONGWOOD CONDOMINIUM ASSOCIATION,
INC.

By: *Gary P. Torrenga*
Gary P. Torrenga, President

ATTEST:

By: *Tanya Budilovsky*
Tanya Budilovsky, Secretary

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NOT OFFICIAL!**

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the Lake County Recorder!**

STATE OF INDIANA

COUNTY OF LAKE

} SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared GARY P. TORRENGA and TANYA BUDILOVSKY, the President and Secretary, respectively, of LONGWOOD CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of the foregoing instrument for and on behalf of said association.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 13th day of September, 2000.

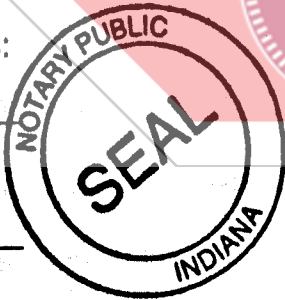
Glenn R. Patterson
Glenn R. Patterson, Notary Public

My Commission Expires:

November 25, 2000

County of Residence:

Lake



This instrument prepared by Glenn R. Patterson, Esq., Anderson & Tauber, P.C.,
9211 Broadway, Merrillville, Indiana 46410

prp\law\real estate\longwood\longwood rules & regs notice

LONGWOOD CONDOMINIUM
FIRST AMENDED AND RESTATED
RULES AND REGULATIONS

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

2. BUSINESSES. No businesses of any kind shall be conducted from any Unit. This provision shall not prohibit the use of a telephone for business purposes of a nature incident to a business located outside of the Unit, or for the entertainment of or consultation with any business guest for any portion of a particular day. All other business activities, of whatever nature, kind, duration or extent are prohibited.

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

4. COOKING AND BARBECUING. No cooking or barbecuing is allowed in any location outside of Units, except on balconies, and in such other areas as may be designated by the Board of Directors. Only gas grills are permitted for outdoor cooking and barbecuing. The use of charcoal, wood, kerosene and other fuels for outdoor cooking and barbecuing is prohibited.

5. DRIVING AND PARKING; VEHICLES PERMITTED. Vehicles shall be parked only in the garage or upon paved areas designed and marked for vehicle parking. Parking is prohibited in driveways and other vehicle traffic flow areas. Vehicles shall not be driven or parked on unpaved areas. No more than two (2) vehicles per Unit shall be allowed to be kept on the Property. If the Occupants of a Unit have only one (1) vehicle among them, it shall at all times be parked in the garage parking space for that Unit, and not in the exterior parking areas. The term "vehicle" as used in this Rule shall include only automobiles, pick-up trucks, vans, motorcycles, motor bikes, bicycles, and other vehicles that can be parked within a 10 x 20 foot parking space, all of which shall be licensed, operable and in good working order. All other kinds and types of vehicles are not allowed at any time on the Property.

6. FLOOR COVERINGS. The Unit 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 Units.

7. GARBAGE HANDLING. It is the Unit 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. INFORMATION TO BE PROVIDED TO THE ASSOCIATION. All Owners of Units shall advise the Association in writing of the names, residence addresses (if different from that of the Unit owned) and telephone numbers of all Unit Owners, and other Occupants of Units; and the name, business address and telephone numbers of all mortgagees of record on the Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Unit Owner within fifteen (15) days of the date of any change in the information.

9. **INSURANCE.** Each Unit Owner is required to carry insurance in accordance with the provisions of the Declaration. A copy of such policy shall be filed with the Association.

10. **KEYS:** The Units will be master keyed. Unit Owners requesting periodic inspections during periods of vacancy may do so by registering such request with the Association for such service. No deadbolts may be added unless keyed to master.

11. **MAINTENANCE, REPAIR, REPLACEMENT AND ALTERATION OF UNITS AND COMMON AND LIMITED COMMON AREAS.**

A. **BY THE UNIT OWNER.**

(1) **Maintenance, Repair And Replacement.** It shall be the responsibility of the Unit Owner to maintain, repair and replace at the Unit Owner's expense all portions of the Unit within the boundaries of the Unit, including all parts of the appliances, light and plumbing fixtures, fireplace, flue and chimney, if any, the overhead garage door (including glass) and door opener for the garage parking space appurtenant to that Unit Owner's Unit, and all heating and air conditioning units, even though located outside the boundaries of the Unit, which in each case service the Unit Owner's Unit, provided, however, that the Unit Owner shall secure the prior written approval of the Association as to the Person selected by the Unit Owner to perform all work.

(2) **Alterations.** A Unit Owner may alter any portion of the Unit within the boundaries of the Unit, except that no alteration shall be made of any portion of the Unit which would or might jeopardize or impair the safety, soundness, soundproofing, fireproofing or structural integrity of the Unit or the Building, or which would in any manner affect the use, possession or occupancy of other Units within the Building, or the Building itself.

(3) **General Obligations And Restrictions.** In the performance of the Unit Owner's obligations, and the exercise of the Unit Owner's rights as to maintenance, repair, replacement and alteration, each Unit Owner shall be bound by the following general obligations and restrictions:

(a) No Unit Owner shall have the right to maintain, repair, replace, alter, paint or decorate any portion of a Building or any other Common or Limited Common Areas which are not within the boundaries of the Unit Owner's Unit, (e.g., Unit Owners are prohibited from painting or otherwise altering or replacing exterior Unit access doors, windows or window frames, and from installing window screens or screen doors).

(b) All Unit Owners shall have the responsibility to promptly report to the Association or its agent any defect or need for maintenance, repair or replacement, the responsibility for which is with the Association.

(c) No Unit Owner shall have the right to impair any easement whatsoever.

(d) It shall be the responsibility of each Unit Owner to promptly notify the Association in writing of any intended alteration of a Unit, prior to the commencement of same. No alteration shall be made without the express written approval of the Board of Directors of the Association, after

consideration by said Board of Directors to determine whether said proposed alteration is in accordance with the provisions of the Declaration of Condominium and these Rules and Regulations. A proposed alteration shall be deemed to have been denied in writing by the Board of Directors in the event that the Board of Directors has not acted within sixty (60) days of the date of the Unit Owner's notice.

(e) All Unit Owners shall perform their responsibilities in such manner so as to not unreasonably disturb Occupants residing within the Building.

B. BY THE ASSOCIATION.

(1) Maintenance, Repair And Replacement Of Common Areas And Facilities. It shall be the responsibility of the Association to maintain, repair and replace all portions of the Common and Limited Common Areas and Facilities located outside of the boundaries of Units, including, but not limited to, load bearing walls, windows, exterior Unit access doors, all commonly used conduits, ducts, piping, plumbing, wiring and other facilities for the furnishing of utilities, communications, television and security services, but excluding all heating and air conditioning units; but shall also include all incidental damage caused to the Unit by such work as may be done or caused to be done by the Association as required by the Declaration of Condominium.

(2) Alterations And Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common and Limited Common Areas and Facilities as it may deem necessary, provided that the making of such alterations and improvements are first approved by the Board of Directors of the Association. In the event Unit Owners request that alterations and improvements be made, the cost of making such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than eighty percent (80%) of the Board of Directors, such alterations and improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Owners requesting the same. In that event, the requesting Unit Owners shall be assessed therefor in such proportions as they approve jointly, and failing such agreement, in such proportions as may be determined by the Board of Directors of the Association. The terms "alteration and improvement" as used in this paragraph shall not be construed to include repair or replacement due to casualty loss or damage.

(3) General Obligations And Restrictions.

(a) Nothing herein contained shall be construed so as to preclude the Association from delegating to Persons, firms, or corporations of its choice such duties as may be imposed upon the Association under this Rule as are approved by the Board of Directors of the Association.

(b) Nothing herein contained shall be construed so as to impose a contractual liability upon the Association or the individual members of the Board of Directors. Neither the Association nor the individual officers or members of the Board of Directors thereof shall be liable for damage of any kind except those resulting from willful misconduct or bad faith.

(NOTE: This Rule 11 is an abbreviated version of Article IV of the Declaration. In the event of a conflict between this Rule 11 and Article IV of the Declaration, the provisions of said Article IV shall govern.)

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

13. **NOISE, ODOR AND LIGHT.** Loud noises, loud music, objectionable odors and excessive external lighting which may be objectionable to other Unit Owners is prohibited.

14. **OCCUPANCY.** No more than one family may occupy one Unit with no more than two (2) persons per bedroom. The term "family" includes only those Persons related by blood or marriage.

15. **PEST CONTROL.** Pest control within a Unit is the Unit Owner's responsibility. Pest control for the Common and Limited Common Areas shall be the Association's responsibility.

16. **PETS.** Although common household pets are disfavored as not conducive to the maintenance of a congenial living atmosphere within the condominium, they will be allowed on the Property and in Units, subject to the following:

A. Only one (1) dog or cat, which can be carried outside the Unit, or caged bird or aquarium shall be allowed per Unit. Dogs exceeding twenty-five (25) pounds at full maturity are prohibited.

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

C. Owners of a cat or dog 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, patios, balconies, porches, 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 Common and Limited Common Areas, including any alteration in the uniformity of appearance of the lawn or landscaped area.

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

F. The Board of Directors shall have the authority to make regular Assessments against any and all Unit 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 Unit Owners housing a pet, to be paid in the same manner and at the same time as the regular Assessment for Common Expenses, and such 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 Unit Owner housing a pet, if the Board of Directors, in its sole direction, determines that a particular Unit Owner shall be responsible for the cost of maintaining and/or repairing any part of the Common and Limited Common Areas and Facilities necessitated by the housing of the pet in such owner's Unit.

The failure of any Unit Owner housing a pet to pay such Assessments shall automatically result in the immediate and permanent removal of such pet from the Unit, such Unit Owner shall not be allowed to have any pets within the condominium at any time 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.

17. **SIGNS.** Signs for sale or lease are permitted in one (1) window of the Unit only, and such sign shall exceed no more than six (6) square feet in total area. Other signs or advertising for any reason are prohibited.

18. **STORAGE.** All personal property and effects of Unit Owners shall be stored within the confines of the Unit, or within storage areas that may be provided elsewhere and specifically designated for the use of the Unit by the Declaration of Condominium. Common and Limited Common 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.

19. **UNSIGHTLY OBJECTS.** No unsightly objects shall be placed, stored or hung from Units or any of the Common and Limited Common Areas and Facilities, including, but not limited to, awnings, laundry, rugs, wiring, antenna, satellite dishes in excess of 20" in diameter, and personal effects. Satellite dishes of 20" in diameter or less may be located outside of a Unit in locations approved by the Board of Directors.

20. **WATER USAGE.** Charges made for water used on the Property and by each Unit Owner are the common expenses shared equally by all Owners. Therefore, the unreasonable use of water or the wasting of water cannot be tolerated. Unit Owners who violate this Rule will be charged additional special Assessments to reimburse the Association for such unreasonable use or waste.

21. **WINDOW APPEARANCE.** All curtains, draperies, blinds and other window coverings shall be white or off-white, or shall be lined or faced with white or off-white materials, so as to present a uniform exterior appearance.

22. **WINDOW CLEANING.** Cleaning of the interior and exterior sides of windows and patio doors of a Unit, and of windows in overhead garage doors, is the Unit Owner's responsibility. Cleaning of windows and door glass in all other Common and Limited Common Areas, is the responsibility of the Association.

23. **PRIOR RULES AND REGULATIONS SUPERSEDED.** This First Amended and Restated Longwood Condominium Rules and Regulations supersedes in its entirety the Longwood Condominium Rules and Regulations which were adopted by the Board of Directors on February 4, 2000, and which were attached to the Declaration of Condominium of Longwood Condominium as Exhibit "D".

grp\law\real estate\longwood\longwood rules & regs-a&r

**CONSENT TO RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
LONGWOOD CONDOMINIUM ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of LONGWOOD CONDOMINIUM ASSOCIATION, INC., an Indiana nonprofit corporation, do hereby take the following action and adopt the following resolutions without a meeting of its board of directors pursuant to the Indiana Nonprofit Corporation Act, as amended:

BE IT RESOLVED: That the Board of Directors does hereby approve the First Amended And Restated Rules and Regulations for the corporation, in the form and containing the terms and provisions as set forth on Exhibit "A" hereto.

RESOLVED FURTHER: That this consent shall be filed in the record book of corporation along with the other minutes of the proceedings of its directors.

Dated this 13th day of September, 2000.


Gary P. Torrenza

Gary P. Torrenza

Thomas Czechanski

Thomas Czechanski

Tanya Budilovsky

Tanya Budilovsky

real estate\longwood\longwood rules & regs resolution

EXHIBIT "B"

LONGWOOD CONDOMINIUM

**FIRST AMENDED AND RESTATED
RULES AND REGULATIONS**

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

2. **BUSINESSES.** No businesses of any kind shall be conducted from any Unit. This provision shall not prohibit the use of a telephone for business purposes of a nature incident to a business located outside of the Unit, or for the entertainment of or consultation with any business guest for any portion of a particular day. All other business activities, of whatever nature, kind, duration or extent are prohibited.

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

4. **COOKING AND BARBECUING.** No cooking or barbecuing is allowed in any location outside of Units, except on balconies, and in such other areas as may be designated by the Board of Directors. Only gas grills are permitted for outdoor cooking and barbecuing. The use of charcoal, wood, kerosene and other fuels for outdoor cooking and barbecuing is prohibited.

5. **DRIVING AND PARKING; VEHICLES PERMITTED.** Vehicles shall be parked only in the garage or upon paved areas designed and marked for vehicle parking. Parking is prohibited in driveways and other vehicle traffic flow areas. Vehicles shall not be driven or parked on unpaved areas. No more than two (2) vehicles per Unit shall be allowed to be kept on the Property. If the Occupants of a Unit have only one (1) vehicle among them, it shall at all times be parked in the garage parking space for that Unit, and not in the exterior parking areas. The term "vehicle" as used in this Rule shall include only automobiles, pick-up trucks, vans, motorcycles, motor bikes, bicycles, and other vehicles that can be parked within a 10 x 20 foot parking space, all of which shall be licensed, operable and in good working order. All other kinds and types of vehicles are not allowed at any time on the Property.

6. **FLOOR COVERINGS.** The Unit 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 Units.

7. **GARBAGE HANDLING.** It is the Unit 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. **INFORMATION TO BE PROVIDED TO THE ASSOCIATION.** All Owners of Units shall advise the Association in writing of the names, residence addresses (if different from that of the Unit owned) and telephone numbers of all Unit Owners, and other Occupants of Units; and the name, business address and telephone numbers of all mortgagees of record on the Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Unit Owner within fifteen (15) days of the date of any change in the information.

9. **INSURANCE.** Each Unit Owner is required to carry insurance in accordance with the provisions of the Declaration. A copy of such policy shall be filed with the Association.

10. **KEYS:** The Units will be master keyed. Unit Owners requesting periodic inspections during periods of vacancy may do so by registering such request with the Association for such service. No deadbolts may be added unless keyed to master.

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A. **BY THE UNIT OWNER.**

(1) **Maintenance, Repair And Replacement.** It shall be the responsibility of the Unit Owner to maintain, repair and replace at the Unit Owner's expense all portions of the Unit within the boundaries of the Unit, including all parts of the appliances, light and plumbing fixtures, fireplace, flue and chimney, if any, the overhead garage door (including glass) and door opener for the garage parking space appurtenant to that Unit Owner's Unit, and all heating and air conditioning units, even though located outside the boundaries of the Unit, which in each case service the Unit Owner's Unit, provided, however, that the Unit Owner shall secure the prior written approval of the Association as to the Person selected by the Unit Owner to perform all work.

(2) **Alterations.** A Unit Owner may alter any portion of the Unit within the boundaries of the Unit, except that no alteration shall be made of any portion of the Unit which would or might jeopardize or impair the safety, soundness, soundproofing, fireproofing or structural integrity of the Unit or the Building, or which would in any manner affect the use, possession or occupancy of other Units within the Building, or the Building itself.

(3) **General Obligations And Restrictions.** In the performance of the Unit Owner's obligations, and the exercise of the Unit Owner's rights as to maintenance, repair, replacement and alteration, each Unit Owner shall be bound by the following general obligations and restrictions:

(a) No Unit Owner shall have the right to maintain, repair, replace, alter, paint or decorate any portion of a Building or any other Common or Limited Common Areas which are not within the boundaries of the Unit Owner's Unit, (e.g., Unit Owners are prohibited from painting or otherwise altering or replacing exterior Unit access doors, windows or window frames, and from installing window screens or screen doors).

(b) All Unit Owners shall have the responsibility to promptly report to the Association or its agent any defect or need for maintenance, repair or replacement, the responsibility for which is with the Association.

(c) No Unit Owner shall have the right to impair any easement whatsoever.

(d) It shall be the responsibility of each Unit Owner to promptly notify the Association in writing of any intended alteration of a Unit, prior to the commencement of same. No alteration shall be made without the express written approval of the Board of Directors of the Association, after

consideration by said Board of Directors to determine whether said proposed alteration is in accordance with the provisions of the Declaration of Condominium and these Rules and Regulations. A proposed alteration shall be deemed to have been denied in writing by the Board of Directors in the event that the Board of Directors has not acted within sixty (60) days of the date of the Unit Owner's notice.

(e) All Unit Owners shall perform their responsibilities in such manner so as to not unreasonably disturb Occupants residing within the Building.

B. BY THE ASSOCIATION.

(1) Maintenance, Repair And Replacement Of Common Areas And Facilities. It shall be the responsibility of the Association to maintain, repair and replace all portions of the Common and Limited Common Areas and Facilities located outside of the boundaries of Units, including, but not limited to, load bearing walls, windows, exterior Unit access doors, all commonly used conduits, ducts, piping, plumbing, wiring and other facilities for the furnishing of utilities, communications, television and security services, but excluding all heating and air conditioning units; but shall also include all incidental damage caused to the Unit by such work as may be done or caused to be done by the Association as required by the Declaration of Condominium.

(2) Alterations And Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common and Limited Common Areas and Facilities as it may deem necessary, provided that the making of such alterations and improvements are first approved by the Board of Directors of the Association. In the event Unit Owners request that alterations and improvements be made, the cost of making such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than eighty percent (80%) of the Board of Directors, such alterations and improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Owners requesting the same. In that event, the requesting Unit Owners shall be assessed therefor in such proportions as they approve jointly, and failing such agreement, in such proportions as may be determined by the Board of Directors of the Association. The terms "alteration and improvement" as used in this paragraph shall not be construed to include repair or replacement due to casualty loss or damage.

(3) General Obligations And Restrictions.

(a) Nothing herein contained shall be construed so as to preclude the Association from delegating to Persons, firms, or corporations of its choice such duties as may be imposed upon the Association under this Rule as are approved by the Board of Directors of the Association.

(b) Nothing herein contained shall be construed so as to impose a contractual liability upon the Association or the individual members of the Board of Directors. Neither the Association nor the individual officers or members of the Board of Directors thereof shall be liable for damage of any kind except those resulting from willful misconduct or bad faith.

(NOTE: This Rule 11 is an abbreviated version of Article IV of the Declaration. In the event of a conflict between this Rule 11 and Article IV of the Declaration, the provisions of said Article IV shall govern.)

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

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15. **PEST CONTROL.** Pest control within a Unit is the Unit Owner's responsibility. Pest control for the Common and Limited Common Areas shall be the Association's responsibility.

16. **PETS.** Although common household pets are disfavored as not conducive to the maintenance of a congenial living atmosphere within the condominium, they will be allowed on the Property and in Units, subject to the following:

A. Only one (1) dog or cat, which can be carried outside the Unit, or caged bird or aquarium shall be allowed per Unit. Dogs exceeding twenty-five (25) pounds at full maturity are prohibited.

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

C. Owners of a cat or dog 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, patios, balconies, porches, 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 Common and Limited Common Areas, including any alteration in the uniformity of appearance of the lawn or landscaped area.

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

F. The Board of Directors shall have the authority to make regular Assessments against any and all Unit 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 Unit Owners housing a pet, to be paid in the same manner and at the same time as the regular Assessment for Common Expenses, and such 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 Unit Owner housing a pet, if the Board of Directors, in its sole direction, determines that a particular Unit Owner shall be responsible for the cost of maintaining and/or repairing any part of the Common and Limited Common Areas and Facilities necessitated by the housing of the pet in such owner's Unit.

The failure of any Unit Owner housing a pet to pay such Assessments shall automatically result in the immediate and permanent removal of such pet from the Unit, such Unit Owner shall not be allowed to have any pets within the condominium at any time 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.

17. **SIGNS.** Signs for sale or lease are permitted in one (1) window of the Unit only, and such sign shall exceed no more than six (6) square feet in total area. Other signs or advertising for any reason are prohibited.

18. **STORAGE.** All personal property and effects of Unit Owners shall be stored within the confines of the Unit, or within storage areas that may be provided elsewhere and specifically designated for the use of the Unit by the Declaration of Condominium. Common and Limited Common 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.

19. **UNSIGHTLY OBJECTS.** No unsightly objects shall be placed, stored or hung from Units or any of the Common and Limited Common Areas and Facilities, including, but not limited to, awnings, laundry, rugs, wiring, antenna, satellite dishes in excess of 20" in diameter, and personal effects. Satellite dishes of 20" in diameter or less may be located outside of a Unit in locations approved by the Board of Directors.

20. **WATER USAGE.** Charges made for water used on the Property and by each Unit Owner are the common expenses shared equally by all Owners. Therefore, the unreasonable use of water or the wasting of water cannot be tolerated. Unit Owners who violate this Rule will be charged additional special Assessments to reimburse the Association for such unreasonable use or waste.

21. **WINDOW APPEARANCE.** All curtains, draperies, blinds and other window coverings shall be white or off-white, or shall be lined or faced with white or off-white materials, so as to present a uniform exterior appearance.

22. **WINDOW CLEANING.** Cleaning of the interior and exterior sides of windows and patio doors of a Unit, and of windows in overhead garage doors, is the Unit Owner's responsibility. Cleaning of windows and door glass in all other Common and Limited Common Areas, is the responsibility of the Association.

23. **PRIOR RULES AND REGULATIONS SUPERSEDED.** This First Amended and Restated Longwood Condominium Rules and Regulations supersedes in its entirety the Longwood Condominium Rules and Regulations which were adopted by the Board of Directors on February 4, 2000, and which were attached to the Declaration of Condominium of Longwood Condominium as Exhibit "D".

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