

Secretary, Association

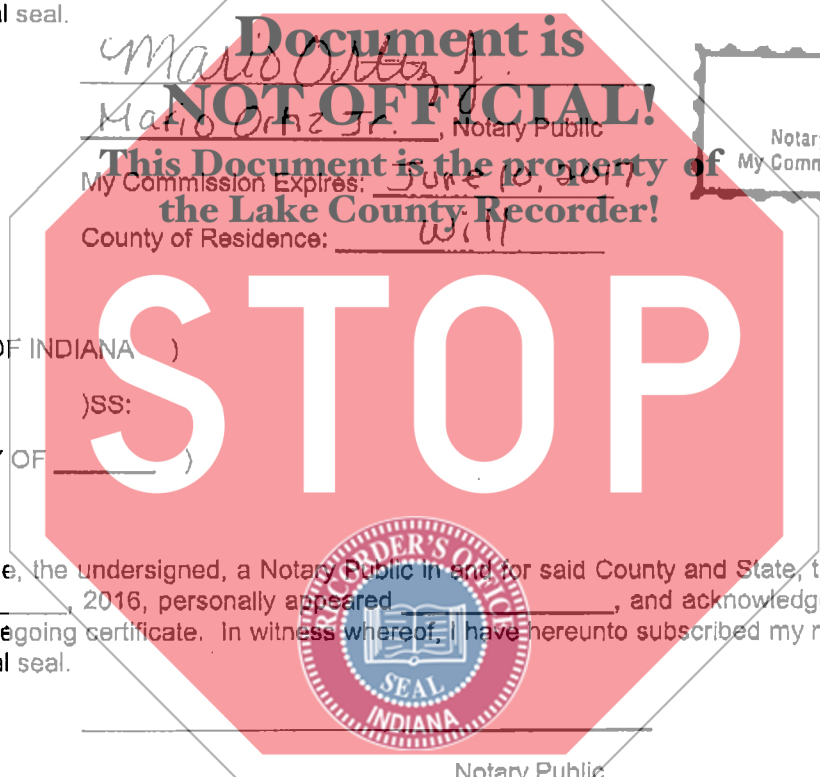
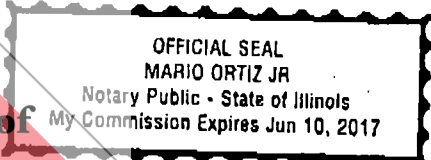
Illinois
STATE OF INDIANA)

)SS:

COUNTY OF Will)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of June, 2016, personally appeared Bruce E. Runkle, and acknowledged the execution of the foregoing Certificate. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Mario Ortiz Jr.
Mario Ortiz Jr., Notary Public
My Commission Expires: June 10, 2017
County of Residence: Will



STATE OF INDIANA)

)SS:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2016, personally appeared _____, and acknowledged the execution of the foregoing certificate. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

_____, Notary Public
My Commission Expires: _____
County of Residence: _____

Marlene Knipp MARLENE KNIPP

Secretary, Association

STATE OF INDIANA)

)SS:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2016, personally appeared _____, and acknowledged the execution of the foregoing Certificate. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14 day of JUNE, 2016, personally appeared SMS KNIPP, and acknowledged the execution of the foregoing certificate. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Cheryl Burns
_____, Notary Public

My Commission Expires: _____

County of Residence: _____



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: AK

EXHIBIT D

LAKWOOD ESTATES CONDOMINIUMS

AMENDED AND RESTATED RULES AND REGULATIONS

June 14, 2016

1. **ASSESSMENTS AND COMPLIANCE WITH CONDOMINIUM DOCUMENTS:** The Unit Owner is always responsible for payment of Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Unit, and for compliance by all Occupants (including lessees) with the provisions of the Condominium Documents, regardless of whether the Unit is occupied by the Unit Owner or by a lessee, and regardless of any agreement which Unit Owner may have with any such Occupant, lessee.
2. **BUSINESSES:** No business 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 business located outside of the Unit, or for the entertainment of or consultations with any business guest for any portion of a particular day. All other business activities, or 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 and Facilities and Limited Common Areas and Facilities, except in areas designated by the Association. Current designated approved area is private driveway.
4. **COOKING AND BARBECUING:** Per Indiana Fire Code 307.5 and 307.5.1 to be enforced by the Fire Department
Code 307.5 – Open flame cooking devices – Charcoal burner and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction.
Exceptions:
 1. One-and two-family dwelling
 2. Where buildings and decks are protected by an automatic sprinkler system.**Code 307.5.1 – Liquefied-petroleum-gas fueled cooking devices –** Gas burners having a LP-with a water capacity greater than 2.5 pounds (1.14 KG) {nominal one pound (0.454 kg) LP-gas capacity} shall not be located on combustible balconies or within 10 feet of combustible construction.
Exceptions: One-and two- family dwellings
5. **DRIVING AND PARKING: VEHICLES PERMITTED:** Vehicles shall be parked only in the garage or driveway of a unit. Vehicles shall park on streets in accordance with state and local law and ordinances. 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 property. The term "vehicle" as used in this Rule shall include only automobiles, motorbikes, pick-up trucks, vans of one half (1/2) ton capacity or less, motorcycles, motorbikes, and bicycles, all of which are used for personal transportation purposes only. All other kinds and types of recreational vehicles (including, but not limited to golf carts, boats, and campers) and commercial vehicles (except those making deliveries or pick-ups, or moving Occupants in or out of Units, or which may be necessary or convenient for the maintenance, replacement or repair of the Property), are not allowed at any time on the Property. Vehicles shall not park across sidewalks blocking where pedestrians walk on the sidewalk.

6. **FLOOR COVERINGS:** The Unit Owners 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 soundproofing among adjoining Units.
7. **GARBAGE HANDLING:** Each Owner shall purchase and utilize a standard garbage removal container designated by the Town of Schererville. All garbage removal containers shall be located and stored in the garage parking area of the Unit Owner's Unit or behind the fence by the A/C units out of sight, 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 one of the approved areas of the Unit Owner's Unit.
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 all lessees 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. **LEASING OF UNITS:** The following rules shall be applicable to the leasing of Units:
- No Unit shall be rented for transient, hotel or motel purposes. Any lease must be for at least (1) year duration. No lease shall demise less than the entire Unit.
 - No two bedroom Unit shall be leased to or occupied by more than four (4) people.
 - All lessees and Occupants are subject to the provision of the Declaration of Condominium, the By-Laws and the Rules and Regulations and the Unit Owner(s) shall be held responsible for any and all infractions. It shall be the responsibility of the Unit Owner(s) to provide full copies of all of the Condominium Documents to lessees and all other Occupants. All leases shall be in the form and contain the terms and provision, if any, as may be required from time to time by the Board of Directors. 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. If a history of repeated violations/fines/complaints by neighbors is documented, then the tenant will not be allowed to renew the lease & must vacate the unit.
 - The Unit Owner(s) shall provide the Association with a full copy of the lease within 10 (ten) business days prior to the lessees moving into unit. And, prior to leasing any Unit, the Unit Owner shall ensure same is available to be rented, from the Association, in accordance with this rule and that enunciated in 10(e). Unit Owner(s) shall also provide the Association with a full copy of the lease upon renewal of the lease. Unit Owner shall provide full name(s), telephone number, rental insurance information, and vehicles of the proposed lessee and the permanent address and emergency telephone number of such Unit Owner(s). The Unit Owner(s) shall also submit a check payable to the Association in the amount of \$150.00 for the Associations review of the lease documents

and information. A renewal of an existing lease shall not require a review fee of \$150.00. The Units Owners(s) shall provide the Association such additional information regarding the lessee(s) as may reasonably be requested by law. A lease proposal meeting all of the requirements of this Section 10 of the Rules and Regulations shall be deemed approved in the event that the Board of Directors of the Association has not acted on a complete lease proposal submission within thirty (30) days of receipt of the complete submission.

- e. Effective June 15, 2016, only fifteen percent (15%) of all Units shall be allowed to be utilized as residential rental Units. Any Unit Owner, desiring to utilize their Unit as a residential rental shall first seek written permission from the Association, before leasing their Unit. Upon receipt of written confirmation that use of the Unit would not exceed fifteen percent (15%), only then may the Unit Owner lease their Unit in compliance with all other terms. Any existing Units which are currently utilized as residential leasing units, (as released and disclosed to the Association as of June 1, 2016), may continue to be utilized as residential leasing Units (even if in excess of the fifteen percent (15%) mark) until the Units are sold or an ownership change of the Units occurs. Any entity/person who becomes owner by way of death of the prior owner shall not be affected. Any change of ownership (such as transfer from an individual to a trust) shall be reviewed the by Association to ascertain whether a substantial change of ownership has occurred. If a change of ownership occurs, in any manner other than stated herein, and the owner desires to use the Unit as a residential rental, they shall be placed on a waiting list until use of the Unit as a rental would not exceed fifteen percent (15%) of the total of all Units. Any Units/Owners found to be in violation of this rule, shall entitle the Association to seek eviction of the tenants of the Unit, with the Association recouping any and all costs from either the Tenant or the Owner of the Unit.
- f. Should any Unit Owner, whose Unit is being utilized as a rental subject to the above stated cap, fail to or fall delinquent in assessments for a period greater than two months, and fail to pay same within the two months upon fifteen (15) days written notice, the Unit Owner shall lose the privilege of renting the Unit and be subject to the rental cap.

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, the electrical system from and including the circuit breaker panels, fireplace, flue and chimney, if any, and all heating and air conditioning units together with any lines and conduits serving such 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 Owners shall secure the prior written approval of the Association as to the Person selected by the Unit Owner to perform all the work.
- (2) Alterations: A Unit Owner may alter any portion of the Unit within the boundaries of the Unit, except that no alteration may be made of any portion of the Unit for which the responsibility for maintenance, repair and replacement of the Unit for which the responsibility for maintenance, repair and replacement is the specific responsibility of the Association, and 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 Obligation 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 Areas and Facilities or Limited Common Areas and Facilities 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, garage doors, windows or window frames, and from installing window screens or screen doors), or which are within said boundaries but with respect to which the Association has the responsibility for maintenance, repair and replacement.
 - (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 under Article IV.A.2. Of the Declaration 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 provision of Article IV.A. of the Declaration. A proposed alteration under Article IV.A.2.a. of the Declaration shall be deemed to have been approved 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 written notice. A proposed alteration under Article IV.A.2.b. of the Declaration 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 and Limited Common Areas and Facilities: It shall be the responsibility of the Association to maintain, repair and replace all portions of the Common Areas and Facilities and Limited Common Areas and Facilities located outside of the boundaries of Units as described in Article V of the Declaration below.
- (2) Maintenance, Repair and Replacement of Portions Of The Condominium Located Within The Boundaries of Units: It shall be the responsibility of the Association to maintain, repair and replace within the boundaries of each Unit as described in article V of the Declaration all portions of the Building structures, and all portions of the Unit

which contribute to the support of the Building and the Unit boundaries and which are otherwise in common use, including, but not limited to, load bearing walls, windows (other than cleaning), exterior Unit access doors, garage doors, all commonly use conduits, ducts, piping, plumbing, wiring and other facilities for the furnishings of utilities, piping, plumbing, wiring and other facilities for the furnishings of utilities, communications, television and security services, all of the electrical system up to but not including the circuit breaker panel of the Unit, but excluding all appliances, plumbing fixtures, plumbing lines at the point they become single use into the unit or out of the unit, electrical and lighting fixtures, telephone and intercommunication systems, heating and air conditioning units and the electrical system from and including the circuit breaker panels; 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 in accordance with article IV.B of the Declaration.

- (3) Maintenance, Repair and Replacement of Common Areas and Facilities and Limited Common Area Facilities Due to Damage Caused by Unit Owner or Unit Owners: It shall be the responsibility of the Association to maintain, repair and replace any part of the Common Areas and Facilities or Limited Common areas and Facilities that are damaged by (or for which damage is attributable to) a Unit Owner or Unit Owners, whether intentionally or unintentionally. The expenses incurred by the Association for such maintenance, repair and replacement shall be payable to the Association by that Unit Owner or those Unit Owners responsible for such damage, and may be assessed to such Unit Owner or Unit Owners pursuant to the Declaration.
- (4) Alterations and Improvements: The Association shall have the right to make or cause to be made such alterations and improvements to the Common Areas and Facilities 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. If required by law or contract, the approval of the first mortgagees of individual Units shall also be obtained. 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 therefore 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 under Article XI of the Declaration.
- (5) General Obligations and Restrictions: The following shall apply to the Association in the performance of its obligations and the exercise of its rights as set forth in Article IV of the Declaration:
- 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 Article IV.B. of the Declaration 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 an individual member 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 provision 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 of 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.
15. **OCCUPANCY:** Subject to Section 10, 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.
16. **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.
17. **PETS:** Although common household pets are 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) caged bird or aquarium or Two (2) dogs or cats (approved breeds per the dog breed/size chart. Mix breeds not to exceed 35 pounds each), shall be allowed per Unit. All pets are subject to approval by the Association in its sole discretion, on a case-by-case basis.
 - 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 dog or cat shall not leave the same on a leash or lead attached to any part of the building or common area at any time.
 - d. Owners of a dog or cat must supervise the same at all time while outside the unit.
 - e. Owners of a cat or dog shall be required to immediately remove all forms of excrement of such pets from the Common Areas and Facilities 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 Areas and Facilities and Limited common areas, including any alteration in the uniformity of appearance of the lawn or landscaped area.
 - f. No pet will be allowed which created 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.
 - g. 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.

- h. 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 Areas and Facilities 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 Assessment for Common Expenses, and such Assessment may be based upon an estimate of the cost of maintaining and/or repairing the Common Areas and Facilities 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 on maintaining and/or repairing any part of the Common Areas and Facilities and Limited Common Areas and Facilities necessitated by the Housing of the pet in such Owners 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 Regulation.

18. **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.
19. **STORAGE:** All personal property and effects of Unit Owners shall be stored within the confines of the Unit. Common Areas and Facilities 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.
20. **STORM DOORS:** The Forever View brand full view storm door by EMCO, Sandstone color (or equal storm door approved in writing by the Association), may be added to a residential Unit at the Unit Owners expense as part of the Limited Common Areas and Facilities appurtenant to the subject Unit.
21. **UNSIGHTLY OBJECTS:** No unsightly object shall be placed, stored or hung from Units or any of the Common Areas and Facilities and Limited Common Areas and Facilities, including, but not limited to, awnings, laundry, rugs, wiring, antenna and personal effects.
22. **SATELLITE DISHES:** Satellite dishes of 30" in diameter FCC Approved or less may be located outside of a Unit in locations approved by the Board of Directors. Owner must submit request and receive approval prior to the installation. Dishes must be installed towards the back of the building roof and not visible from the front of the building. Dishes no longer in use must be removed immediately by the owner. Owners are responsible for any damage or leaks that may occur due to the installation or removal of a satellite dish. Dishes installed improperly or without prior approval may be subject to weekly fines.
23. **PERSONAL ITEMS IN COMMON AREA:** The area adjacent to the building leading to the residents' entry door is designated as personal area to the unit. Owners may plant, mulch or

rock the area as they desire. Residents are allowed to place 3 planters not to exceed 3 gallons each and one standard shepherd hook in the front of the building in the landscaped area directly in front of their unit window (not centered). Planters must be maintained at all times. No Bird feeders of any kind allowed at any time. No other items are allowed in the common area.

a. Personal items may be removed from the common areas (back, front and sides of the buildings) without notice at any time by the Association.

24. 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 these Rules will be charged additional special Assessments to reimburse the Association for such unreasonable use or waste.

25. 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.

26. WINDOW CLEANING: Cleaning of the interior and exterior sides of windows, patio doors and storm doors (if installed by the Unit Owner) and of windows in overhead garage doors, is the Unit Owner's responsibility. Cleaning of windows and door glass in all other Common Areas and Facilities and Limited Common Areas, is the responsibility of the Association.

27. GARAGE SALES: Garage sales, yard sales, etc. are not permitted anywhere on the property.

Marlene Knipp, Secretary Lakewood Estates Condominiums



State of Indiana, County of Lake, ss

Before me, the undersigned, a Notary Public in and for said County this date JUNE 14, 2016 came,

Marlene Knipp, and acknowledged the execution of the foregoing document.



Witness my hand and official seal.

My commission expires 4-12-20 Cheryl Burns Notary Public
(signature)

County of Residence LAKE C. BURNS (printed)



This instrument prepared by: Lakewood Estates Condominium Board of Directors, Residents of Lake County.