

"EXHIBIT D"

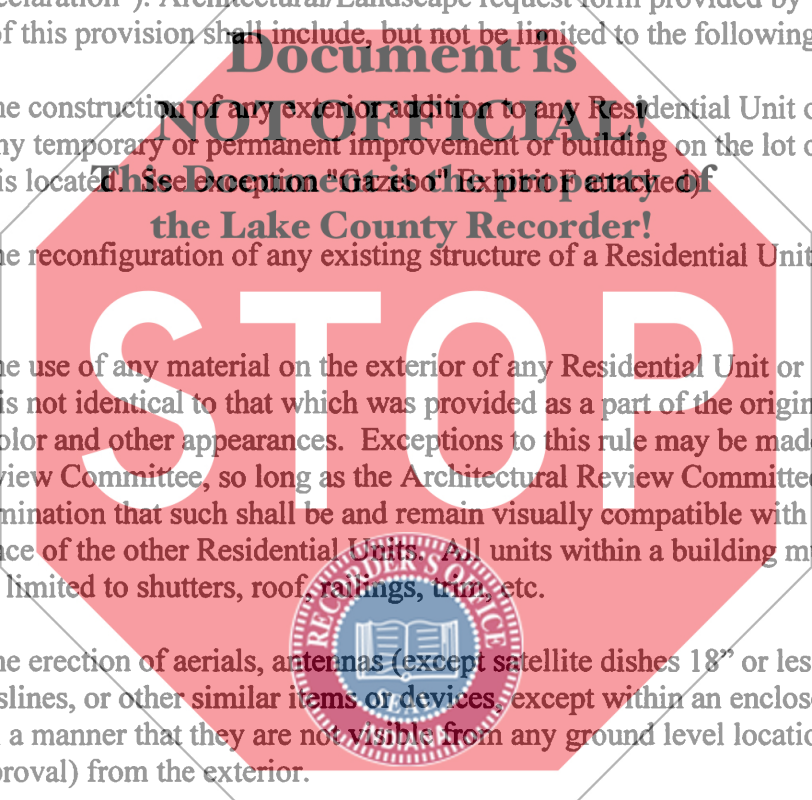
VENTURA ESTATES TOWNHOMES PHASE II INC

AMENDED AND RESTATED RULES AND REGULATIONS

August 30, 2017

1. ARCHITECTURAL STANDARDS. Notwithstanding that it is the Owner's responsibility to maintain and repair the Residential Unit owner by him and or her. No change in the exterior appearance of a Residential Unit, or 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 Ventura Estates Townhomes Phase (hereafter the "Declaration"). Architectural/Landscape request form provided by the Association. 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 lot on which the Residential Unit is located. See Exception "Garage" Exhibit B attached of the Lake County Recorder!
- b. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.
- c. The use of any material 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 appearances. Exceptions to this rule may be made by the Architectural Review Committee, so long as the Architectural Review Committee shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Residential Units. All units within a building must match, including but not limited to shutters, roof, railings, trim, etc.
- d. The erection of aerials, antennas (except satellite dishes 18" or less with approval), clotheslines, or other similar items or devices, except within an enclosed private courtyard in such a manner that they are not visible from any ground level location (when possible with approval) from the exterior.
- e. Storm doors, windows and awnings shall not be added to a Residential Unit, except in accordance with written Association Specifications. See exception "Patio Awning Specifications" Exhibit E.
- f. The erection or maintenance of any fences or other types of barricades, except for those which are part of the original construction.
- 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.
- 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 each Residential Unit shall be approved in advance by a duly designated representative of the Declarant or shall conform to the quality, style and location requirements of the Declarant.



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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

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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 a manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community including but not limited to:

1. All paintable surfaces must be kept in good repair (i.e. railings, doors, etc.)
2. Driveways use is for vehicles only (i.e. patio furniture or storage of other items is not acceptable)
3. Exterior lights must be kept in working order
4. Driveway must be kept in good repair (cracks/holes/crumbling/etc.). Expansion of the driveway must be approved prior to installation.
5. Yards and entrances (i.e. porches) must be maintained with a tidy appearance (i.e. decrepit furniture/grills/etc., trash piles, etc. are prohibited)

2. MAINTENANCE AND REPAIR OF RESIDENTIAL UNITS. Except as provided in Article IV, Section 1, of the Declaration, it is the Owners sole and exclusive responsibility to maintain and repair his and/or her Residential Unit. The only responsibility of the Association in this regard is with respect to providing for the care of lawns, landscaping, and snow removal. The Association's 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 (At Board discretion). However, it shall not be the responsibility of the Association to provide water for lawns or landscaped areas, and this shall be an Owner's responsibility. Furthermore, it shall not be the Association's responsibility to repair or replace any grass, sodding, or landscaping which has been destroyed, or which has deteriorated, as a result of any failure on the part of the Owner to provide proper and appropriate watering, or if the same are damaged or destroyed by the actions or omissions of any Owner. Under these circumstances, it shall be the responsibility of the Owner of each Residential Unit to repair and replace any grass, sodding, or landscaping, in accordance with standards, specifications and procedures to be determined by the Association.

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 Article V, Section 1 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 of every aspect. This obligation shall include, but not be limited to, the requirements 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 and all Residential Unit Owners as named insureds.

4. SIGNS. No Owner shall display any sign on any part of any Residential Unit, except for temporary but tasteful "For Sale" or "For Rent" signs.

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 the shall allow the garage door to be closed entirely. Vehicles in the driveway must be in good repair and working order and able to legally drive at any time.

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, nor for the occupancy of more than one (1) family.

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

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

9. 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 landscape areas.

10. PETS. In accordance with Article XI, Section 6 of the Declaration, only two (2) pets (either a dog(s) or cat(s)) shall be allowed to be kept in or on the Residential Unit, and otherwise, an Owner may not keep, raise, or breed 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 leash at all times when pets are outside the home.

b. Owners of a cat or a dog shall be required to immediately remove all forms of excrement of such pets from the Property, including, but not limited to, lawns, 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 Property, including any alterations in the uniformity of appearance of the lawn or landscaped area.

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) or more justifiable complaints of a 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 involve maintaining and/or repairing the Property as a direct or indirect result of the housing of pets within the project. 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 Property necessitated by the housing of pets within the 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(s) in such Owner's Residential Unit at any time thereafter, and the Association and the individual members shall have law for violation of these Rules and Regulations.

11. GARBAGE. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground location in the Project, 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.

12. RESPONSIBILITY FOR ASSESSEMENTS 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 a tenant or subtenant, and regardless of any agreement which such Owner may have with any such Occupant, tenant or subtenant.

13. 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 up dated in writing by each Owner within fifteen (15) days of the date of any change in the information.

EXHIBIT E

Document is
PATIO AWNING SPECIFICATIONS:

NOT OFFICIAL!

Patio awnings are optional must be the type and style as listed below.

This Document is the property of

the Lake County Recorder

1. Please confirm with the Board of Directors and/or A.R.C. Chairman prior to purchase

2. Frame color: White.

3. Fabric: to match the siding as close as possible).

4. Valance: low wave cut, Beige or match the siding as close as possible.

5. Width: Minimum of patio doors, not to exceed length of patio.

6. Projection: Not to exceed projection of patio.

A. Height not less then 6 foot from bottom of valance to top of patio.

9. Options: Motor, Wind sensor and hood.

10. Home owner is responsible for all associated costs, repairs and maintenance. The Association, is not responsible for either costs nor liability.

STOP



EXHIBIT "F"

VENTURA ESTATES TOWN HOME ASSOCIATION II, INC, ST. JOHN,
INDIANA

Fellow members:

April 30, 2007

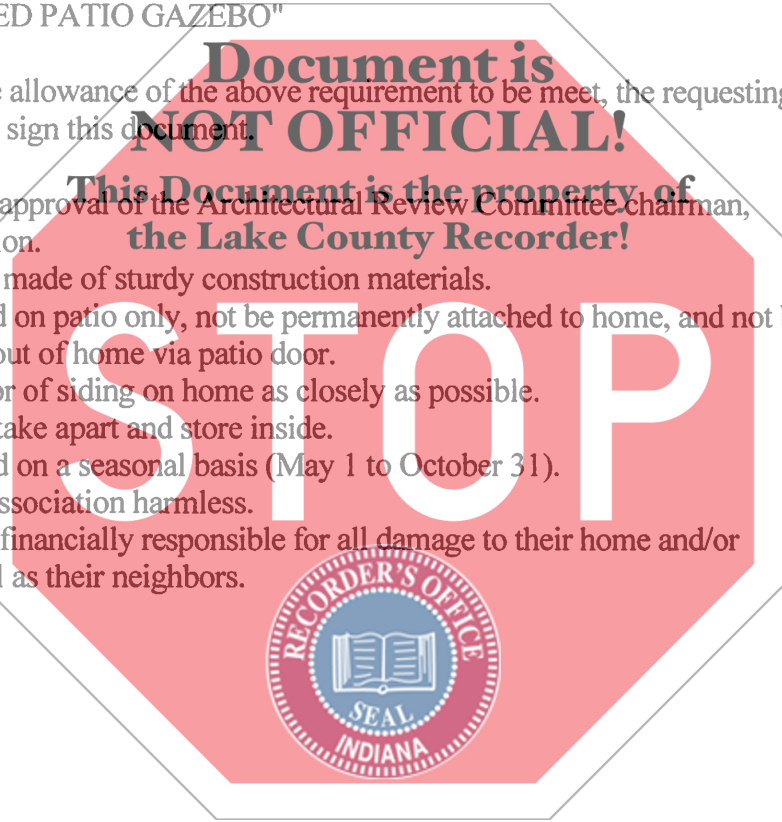
At the April 24th Board meeting a proposal was presented to allow for the installation of screened patio gazebo.

After examination of the association documents and a lengthy discussion and the absence of the specific mention of screened patio gazebos. The Board unanimously elected under Section 9, of the Rules and Regulations, to allow same provided the requesting member agrees to and signs a conditional agreement, as shown below.

"SCREENED PATIO GAZEBO"

In exchange for the allowance of the above requirement to be met, the requesting member must meet, agree to, and sign this document.

1. Must have prior approval of the Architectural Review Committee chairman, Prior to installation.
2. Gazebo must be made of sturdy construction materials.
3. Must be installed on patio only, not be permanently attached to home, and not block access into and out of home via patio door.
4. Must match color of siding on home as closely as possible.
5. Must be able to take apart and store inside.
6. Must be installed on a seasonal basis (May 1 to October 31).
7. Must hold the Association harmless.
8. Member will be financially responsible for all damage to their home and/or Property, as well as their neighbors.



VENTURA ESTATES TOWNHOMES PHASE II
Kelly & Ventura Drive
St. John, IN 46373

Architectural/Landscape Request Form

EVERYONE is expected to complete a request form PRIOR to any changes or additions to the exterior of their homes. When completed - form must be submitted to the Board for review. Approval is required prior to starting any project. Submit form at least 30 days prior to your projected start date.

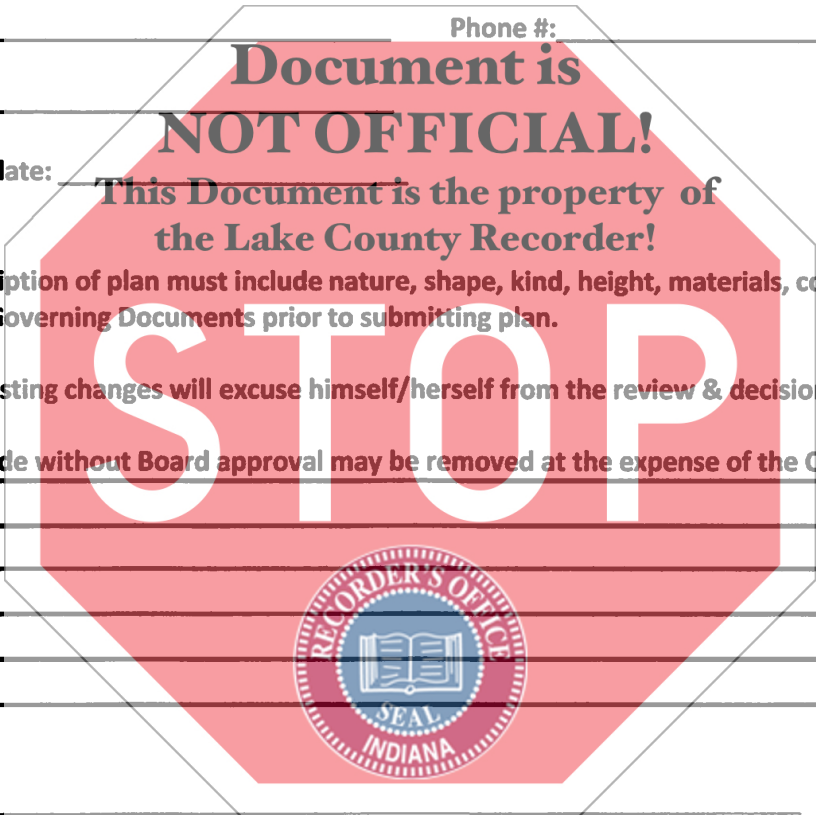
Homeowners are responsible for any local permits that may be necessary.

Date: _____

Name: _____ Phone #: _____

Address: _____

Anticipated project start date: _____



Area of request and description of plan must include nature, shape, kind, height, materials, color scheme and location. Please review Governing Documents prior to submitting plan.

Any Board member requesting changes will excuse himself/herself from the review & decision process.

Please Note: Changes made without Board approval may be removed at the expense of the Owner.

Board Signature: _____

Date of Approval _____

APPROVED BY:

_____ (Architectural Review Committee Chairman)

With permission of the Board of Director's.

AGREED TO BY MEMBER:

James A. Modrowski PRESIDENT (Signature of member).

State of Indiana, County of Lake, ss

Before me, the undersigned, a Notary Public in and for said County this date

Dec 2, 2017 came, James A. Modrowski, and acknowledged the execution of the foregoing document.

Witness my hand and official seal.



Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

My commission expires 9-3-23 Diana Miller Notary Public

(signature)

County of Residence Lake Lake, (printed)

This instrument prepared by: Ventura Estates II Board of Directors Resident of

Lake County.

