

15



OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAEL B. BROWN
Recorder



PHONE (219) 755-3730
FAX (219) 755-3257

LAKE COUNTY INDIANA RECORDER
COVER PAGE FOR
Document is NOT OFFICIAL!
This Document is the property of
RECORDED AS PRESENTED STATE OF INDIANA
LAKE COUNTY RECORDER
MICHAEL B BROWN FILED FOR RECORD
RECORDER
STOP
2019-068025
2019 October 3
12:50:26 PM
RECORDER'S OFFICE
SEAL
INDIANA

Type of Document

Certificate of Amendment of The Wildwood Court
of Munster Condominium Association, Inc.
Rules and Regulations

AMOUNT \$ 25-
 CASH CHARGE
 CHECK# 1271
 OVERAGE
 COPY
 NON-CONF
 DEPUTY *RA*

CERTIFICATE OF AMENDMENT OF
THE WILDWOOD COURT OF MUNSTER
CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

The undersigned hereby certifies that (1) she is duly qualified and acting President of the Wildwood Court of Munster Condominium Association, Inc. (the "Association"), and (2) attached hereto is the 2019 Amended and Restated Rules and Regulations of the Association, duly approved and adopted by the Board of Directors of the Association on even date set forth below.

1. WHEREAS, to provide better guidance to Unit Owners, the Association needs greater specificity and detail in certain provisions of its Rules and Regulations as they currently stand;
2. WHEREAS, the Association needs additional provisions in its Rules and Regulations that will minimize behavior undesirable to the majority of Unit Owners and maximize property values of Units in the Association;
3. WHEREAS, the Declaration of Condominium of the Association allows the Board of Directors to amend the Rules and Regulations; and
4. WHEREAS, amendments have been proposed that will suitably address the Association's needs.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Wildwood Court of Munster Condominium Association, Inc. that the existing Rules and Regulations, as they are in effect at this time, are hereby replaced in their entirety, with the said 2019 Amended and Restated Rules and Regulations of the Association which hereby amend and restate the Rules and Regulations attached as Exhibit "D" to the Declaration of Condominium of Wildwood Court of Munster Condominiums in the Town of Munster, Lake County, Indiana, recorded on October 8, 2014, as Document Number 2014 064404 in the Office of the Recorder of Lake County, Indiana, as amended.

So certified this 2 day of October, 2019

Amy Sandow

Amy Sandow, President of the Wildwood Court of Munster Condominium Association, Inc.

WILDWOOD COURT OF MUNSTER CONDOMINIUM ASSOCIATION, INC.

2019 AMENDED AND RESTATED RULES AND REGULATIONS

1. **ASSESSMENTS.** 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 and sublessees) with the provision of the Condominium Documents, regardless of whether the Unit is occupied by the Unit Owner or by lessee or sublessee, and regardless of any agreement which Unit Owner may have with any such Occupant, lessee, or sublessee. All assessments are due and payable on the due date. Any homeowner whose assessment or fees are unpaid after 2 months may have their account turned over to an attorney. Should the Board require such action, the cost of filing and any other related costs will be added to the amount due from the homeowner. Any checks returned for non-sufficient funds (NSF) or any other reason will incur a fee.
2. **ENFORCEMENT.** In the event of failure to uphold the Rules and Regulations or By-Laws by any Unit Owner(s) or Occupant(s), enforcement action will be taken against the Unit Owner as per Article XIV of the Declaration of Condominium, or any other enabling provision of the By-Laws, Declaration of Condominium, these Rules or any other governing document.
3. **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.
4. **CAR WASHING.** No car or other vehicle washing is permitted.
5. **COOKING AND BARBECUING.** No outdoor cooking or barbecuing is allowed. The use of charcoal, gas grills, wood, kerosene, open flame, and other fuels for outdoor cooking and barbecuing is prohibited.
6. **DRIVING AND PARKING: VEHICLES PERMITTED.** Vehicles shall be parked only in the garage or upon paved areas designed for vehicle parking. When parked in designated parking spot, the vehicle must have current plates. 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. Exception may be made if an Owner relinquishes his right of parking space to another specific Unit Owner on a temporary basis. The agreement must be recorded with the Association and may be terminated with 10 days' notice between Owners and to the Association or the transfer of Unit Ownership of relinquishing Owner. 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 the Unit, and not in the exterior parking areas. The term "vehicle" as used in the Rule shall include only automobiles, pick-up trucks and vans of one-half (1/2) ton capacity or less, motorcycles and motor bikes, 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.

7. **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 methods meet or exceed the specifications of the original material in order to preserve and maintain sound-proofing among adjoining Units.
8. **GARBAGE HANDLING.** It is the Unit Owners' responsibility to deposit all garbage inside the dumpsters provided. All boxes must be broken down. ALL GARBAGE AND DISCARDED ITEMS MUST BE PUT INTO THE DUMPSTERS AND LIDS MUST BE CLOSED. DO NOT PLACE ANYTHING ON THE GROUND OUTSIDE THE DUMPSTERS. If the dumpster is full, wait until it is emptied before you place anything else in it. Unit Owners are responsible for reimbursement to the Association for any additional fees charged for improper disposal, such as by leaving uncollectible items in or around the dumpsters.
9. **INFORMATION TO BE PROVIDED TO THE ASSOCIATION.** All Unit Owners shall advise the Association in writing of the names, mailing addresses (if different from that of the Unit owned) and telephone numbers of all Unit Owners, and all lessees, sublessees 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 information.

10. **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 within fifteen (15) days of the date of any change to the policy.

11. **KEYS.** The Units shall remain master keyed. No locks may be added. Contact the management company for re-keying information.

12. **LEASING AND OCCUPANCY OF UNITS.** The following rules govern the occupancy of all Units:

A. **Rental Cap:** No more than fifteen (15) of the Units in the Association ("the Rental Cap") may be occupied by persons other than the Owner of that Unit. No more than two (2) Units per building may be rented. For purposes of this section, "Owner" includes the following:

1. Immediate family members, defined to include only:
 - a. A spouse;
 - b. A parent or stepparent;
 - c. A child or stepchild;
 - d. A brother, sister, stepbrother, or stepsister;
 - e. A niece or nephew;
 - f. An aunt or uncle;
 - g. A father-in-law, mother-in-law, brother-in-law, or sister-in-law;

In construing the above, an adopted child is treated as the natural child of an individual, and "brother" and "sister" include brother and sister by half blood.

2. Trustees or beneficiaries of trusts;
3. Banks or mortgage companies, for foreclosed Units only;
4. A holder of a life estate.

B. **Hardship Exceptions to the Rental Cap:** If the Owner of a Unit wishes to lease the Unit, but the Rental Cap has already been reached, the Owner must first receive approval from the Board of Directors to lease that Unit, which the Board must grant only if both (1) no more than seventeen (17) of the Units in the Association may be

occupied by persons other than the Owner of that Unit, and (2) upon a showing of one or more of the following:

1. **Financial Hardship:** The Owner must show that the Unit would be subjected to foreclosure if it is not leased. To show this, the Owner may demonstrate either (1) that the mortgage holder has threatened foreclosure in writing, or (2) that based on the Owner's finances, renting the Unit is the only viable action to prevent foreclosure. The Board of Directors may require the Owner to present evidence of such hardship. Evidence may include documents such as financial records, tax filings and income statements. Whether or not a financial hardship exists will be determined solely by the Board of Directors.

2. **Military Service:** The Owner is required to be absent from the Unit for military service for a period of one year or more.

3. **Illness:** The Owner or immediate family member (as defined in Section A of this Rule), must temporarily reside in a facility for treatment of a disease, disorder, or illness.

4. **Temporary Work Transfer:** The Owner's employment or business requires the Owner to reside in another location for a continuous period of at least one year.

In all of the above circumstances, the Board may only exempt the Owner from the Rental Cap requirement for a period of one year. The Board may extend the exemption for further periods of one year, but only after the Owner demonstrates that the hardship exception continues to apply. In the case of exception (4), the Board may grant only two one-year extensions.

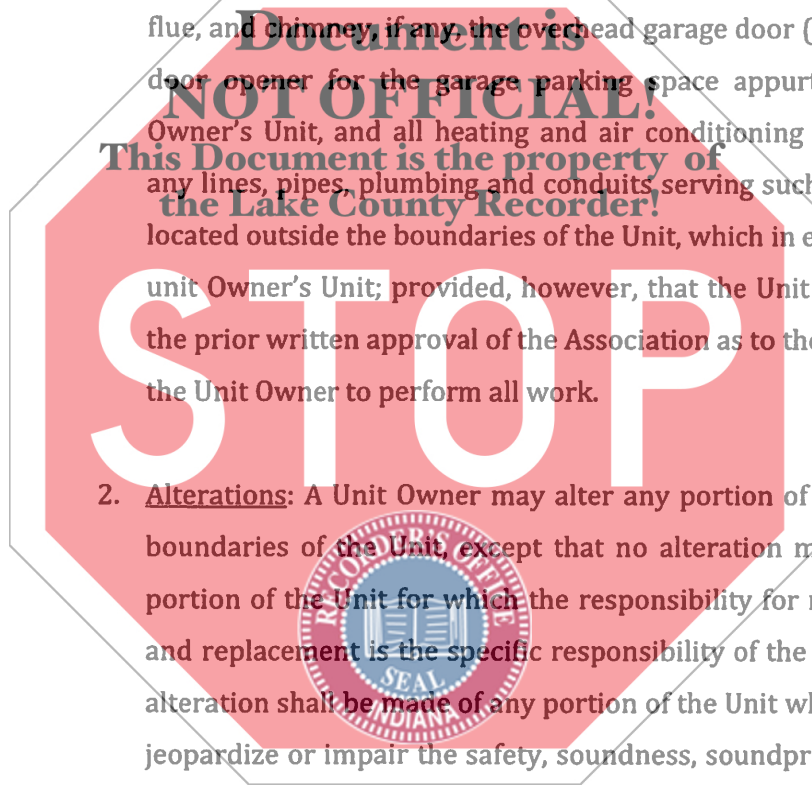
- C. **Application of Rental Cap to New Unit Owners:** No Unit Owner that obtains title to a Unit after the day that the President or Secretary of the Board certifies this amendment may lease that Unit until that Unit has been occupied by the Owner of that Unit for two (2) years.

- D. **Restrictions on Leasing:** No Unit may be leased for a term of less than one year. If any lease on a Unit is terminated before its term is due to expire, the Owner may lease the Unit again. Subletting is not permitted under any circumstances.
- E. **Form of Lease:** All leases must be in writing and approved by the Board of Directors before the execution of the lease. Any lease not complying with this requirement is void, and the Board of Directors may evict any person claiming possession of a Unit under such a void lease.
- F. **Leasing Procedure:** Before seeking lessees, a Unit Owner must contact the Association to ensure compliance with all elements of this Section. Before any lease is executed, the Unit Owner must submit a request for approval of the proposed lease to the Board of Directors, along with (1) the full name of the Unit's lessee and all its occupants under the proposed lease, (2) the Owner's permanent address (which cannot be a post office box) and emergency telephone number, and (3) a check for \$150 made payable to the Association to cover costs of processing the Owner's request. The Unit Owner must also provide the board with any additional information regarding the lessees and occupants under the proposed lease that the Board reasonably requests from the Owner. The Board must approve or reject the proposed lease within thirty days of receiving the request from the Owner. If the Board fails to act upon the Owner's request within that time, the request is deemed approved.
- G. **Owner Liability for Lessees:** All lessees and occupants are subject to the Declaration of Condominium, the Association By-Laws, and these Rules and Regulations, and the Owner of a leased Unit remains responsible for any violations of them. Each Unit Owner is responsible for providing his lessee with copies of those documents
- H. **Occupancy:** No more than one family may occupy one Unit with no more than two (2) persons per bedroom.

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

A. By the Unit Owner:

1. **Maintenance, Repair and Replacements:** 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, 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 together with any lines, pipes, plumbing 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 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 may be made of any portion 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 Obligations and Restrictions:** In the performance of the Unit Owners obligations, and the exercise of the Unit Owners rights as to maintenance, repair, replacement and alteration, each Unit Owner shall be bound by the following general obligations and restrictions:

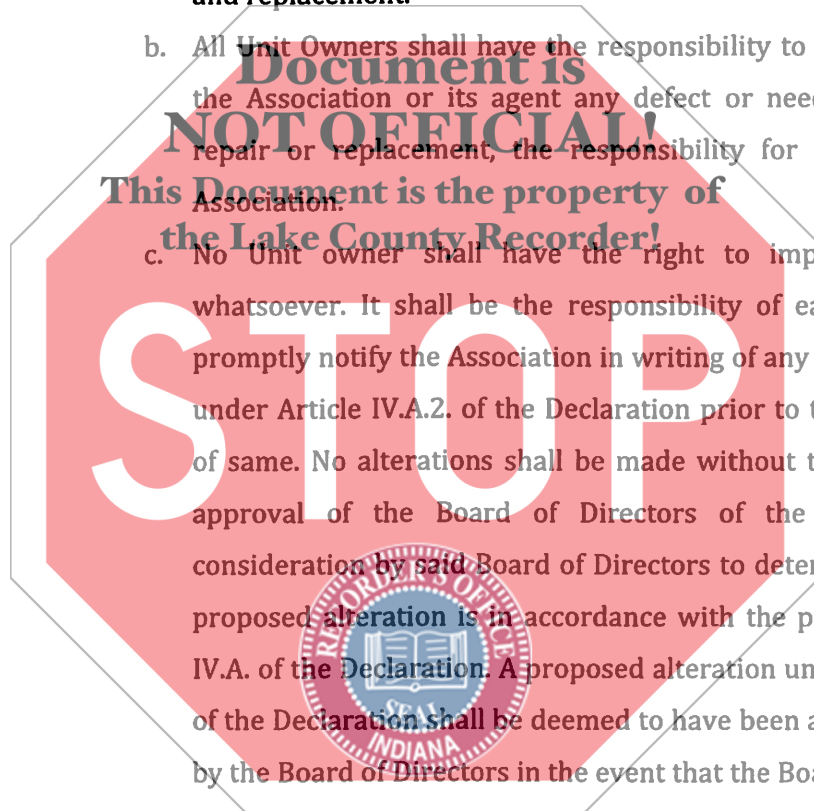


a. No Unit Owner shall have the right to maintain, repair, replace, alter, paint or decorate any portion of a building or any other Common or Limited Common Areas which are not within the boundaries of the Unit Owners Unit (e.g., Unit Owners are prohibited from painting or otherwise altering or replacing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

d. 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 And Limited 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 as described in Article V of the Declaration below.

2. **Maintenance, Repair, And Replacement Of Portion 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 structure, 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 wall, windows (other than cleaning), 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, all of the electrical system up to but not including the circuit breaker panel of the Unit, but excluding all appliances, plumbing, fixtures, 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. **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. 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.

4. 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 member of the Board of Directors thereof shall be liable for damage of any kind except those resulting from willful misconduct or bad faith. In the event of a conflict between this Rule 13 and Article IV of the Declaration of Condominium, the provisions of said Article IV shall govern.

14. **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.

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

16. **PEST CONTROL.** Pest control within a Unit is the Unit Owners responsibility. Pest Control for the Common and Limited Common Areas shall be the Associations responsibility.

17. PETS. Although common household pets are disfavored as not conducive to the maintenance of 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. All pets are subjected 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 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, which is 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 discretion, 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 Owners Unit. The failure of any Unit Owner housing a pet to pay such Assessment 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.

- 18. SIGNAL ACCESS.** No other satellite dishes or antennas that serve a single unit are allowed on the Property. Only the Board of Directors may authorize the installation of additional satellite dishes or antennas.
- 19. SIGNS.** Signs or advertising for any reason are prohibited.
- 20. STORAGE.** All personal property and effects of Unit Owners shall be stored within the confines of the Unit. Common and Limited Common Areas and Facilities shall not be used for storage except as authorized by the Association. The foregoing notwithstanding, and although the Association is not liable for damage, theft, or any other losses, Unit Owners may, inside garages, use the area immediately adjacent to the interior wall in front of their parking area to store personal property, so long as adequate access is provided for others to safely access their parking areas. In no event shall any combustible or flammable material or liquid be stored in any location on the Property.
- 21. UNSIGHTLY OBJECTS.** No unsightly objects shall be placed, stored or hung from Units or any of the Common or Limited Common Areas and Facilities, including, but not limited to, awnings, laundry, rugs, wiring, antenna, satellite dishes, and personal effects (but see Section 20 hereof).
- 22. WATER USAGE.** Charges made for water used on the Property and by each Unit Owner are the common expenses share 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.

23. **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.

24. **WINDOW CLEANING.** Cleaning of the interior and exterior side windows and patio doors of a Unit, and of windows in overhead garage doors, is the Unit Owners responsibility. Cleaning of windows and door glass in all other Common and Limited Common Areas, is the responsibility of the Association

25. **GENERAL SAFETY.** The use of building and/or common areas for hazardous activities, as determined by the Board of Directors, e.g. fireworks, which can affect the safety of the community and its buildings are strictly prohibited.

26. **SNOW REMOVAL.** When snowfall exceeds 2 inches it is the Owner's responsibility to move vehicles to accommodate snow plowing. If the Owner chooses not to move their vehicle, they are responsible for removing the excess snow around their vehicle in the case that they get "plowed in".

27. **POSTINGS.** Only the Board of Directors or Management Company may post information in the common areas.

28. **MAILBOX LABELS.** The last name of the current resident must be in the slot on the same type and color label to create a uniform appearance. Contact Management Company for information.



State of Indiana, County of Lake, as before me, the undersigned, a Notary Public in and for said County this date October 2, 2019 came, Amy Sandow, and acknowledged the execution of the foregoing document.

Witness my hand and official seal.

My commission expires March 21 2021

Cynthia A Schmied (signature) Cynthia A Schmied (printed)

County of Residence Lake
This instrument prepared by: Amy Sandow Resident of Lake County

This Document is the property of the Lake County Recorder!

STOP

"Official Seal"
Cynthia A Schmied
Notary Public, State of Indiana
Resident of Lake County, IN
My commission expires
March 21, 2021

