

CONDO UNIT COPY

1077

*Greenleaf Condo
Association*

**Rules and Regulations
Exhibit C to the By-Laws**

Effective January 2023

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Greenleaf Condominium Association
Rules and Regulations Exhibit C
(Revised January 2023)

Rules and Regulations are established for the mutual benefit, enjoyment, comfort and security of the owners and tenants. Compliance with these Rules and Regulations should maximize your enjoyment of your property and protect and/or enhance its value.

Common facilities are for the use of the unit owners, their lessees and guests, as defined in the Condominium Declaration.

Unit owners are responsible for the observance of the Rules and Regulations by members of their household, their lessees, and their guests.

1.0 SALES, PURCHASES OR LEASES

1.1 Unit owners must inform the Board of Directors (Board) in writing of their intent to sell and must provide the name of their realtor, if any. The seller(s) must furnish the Board with the name(s) of the new owner(s) and the effective date of possession. Prior to closing date or occupancy, present owners MUST advise new owners to contact the Board for review of the Rules and Regulations.

1.1.1 Any unit purchased must be occupied, by the owner(s) or members of their immediate family for a period of two (2) years. The unit may not be leased during this two (2) year period. (Note: The Board may grant a variance to the above in case of emergency such as death of owners, owners moving from the area ...) A maximum of six (6) units (including #113, which is owned by the Greenleaf Condo Association) may be leased at any one time.

1.1.2 Ownership through inheritance or gift may receive a waiver relative to section 1.1.1 by special permission in writing from the Board.

1.1.3 All unit owners are to inform the Board in writing of any current mortgagee and any subsequent changes.

1.2 All leases of units by an owner to an outside lessee shall be to individual person(s) or members of their immediate family. All leases shall be in writing and the unit owner shall provide a copy of the written lease agreement to the Board. Any lease to an outside lessee shall provide that the lessee consents to be bound by the By-Laws and Rules and Regulations. The lessee shall not sublet the unit or any part thereof. ONLY SIX (6) UNITS MAY BE SUBJECT TO LEASE AT ONE TIME, (including the one owned by the Association).

1.2.1 All unit leases shall be for a period of not less than one (1) nor more than two (2) years.

1.2.2 The Board shall have the power to terminate any lease and bring summary proceedings to evict a tenant in the name of the landlord (unit owner) in the event of default by the tenant in performance of such lease in its entirety.

1.3 Permanent guests of owners – thirty (30) days or more – are to be registered with the Board.

1.4 The term immediate family shall be defined to mean the owner(s)' children, grandchildren, parents, grandparents, brothers, sisters, and their spouses and children.

1.5 This is a residential building. No business shall be conducted that involves traffic of customers/clients through the building.

1.6 Infractions of Sections 1.0 and subsequent subparagraphs of these Rules and Regulations may result in an additional assessment for each infraction to the owner in the amount of one thousand dollars (\$1,000.00) as and for liquidated damages and not as a penalty. The liquidated damages assessment will be added to the next monthly assessment, and, if not paid within sixty (60) days, a lien will be filed against the unit owner in accordance with provisions of the Declaration of the Greenleaf Condominium Association. Such additional assessment shall be separate and apart from court costs and attorney fees.

2.0 OCCUPANCY

2.1 A unit shall not be permanently occupied by more than six (6) persons in a three (3) bedroom or four (4) persons in a two (2) bedroom unit. The Board notes that all permanent residents should have attained their fourteenth (14th) birthday prior to moving in. No one under the age of fourteen (14) shall reside in the units on a permanent basis.

2.2 Any unit owner/lessee who is under the age of eighteen (18) years of age shall be deemed as not complying with the Rules and Regulations and will be requested to sell/vacate within one (1) year for owners and at the end of the current lease for lessees.

3.0 MOVING AND DELIVERIES

3.1 Owners must notify the Board in writing when moving large, heavy, and/or bulky items (furniture, appliances, et.al.) in or out of the building.

3.2 Moving and deliveries of furniture, appliances, and other large items must be through the doors on the east or west end of the building between the hours of 8:00 a.m. and 8:00 p.m. Moving large items through the front lobby is not permitted. See section 8.0 Elevator Usage.

3.3 Package deliveries such as UPS, FedEx, groceries, etc., are permitted through the main lobby.

3.4 Service and maintenance personnel can enter the lobby to contact resident by intercom, but equipment or numerous trips should be through the east and west doors.

3.5 Arrangements for building access should be coordinated with Superintendent, owner, or resident.

4.0 KEYS

4.1 The Building Superintendent must be given keys to all units in case emergency entry is necessary. All such keys will be secured safely by the Superintendent by direction of the Board.

4.2 Whenever locks are changed or additional locks installed, copies must be provided to the Superintendent.

5.0 PARKING

5.1 Parking spaces in front of the building are for passenger vehicles only. No boats, buses, campers, motor homes, trailers or non-conventional vehicles shall be permitted, parked or stored anywhere on or within the condominium property.

5.2 Residents are to encourage their visitors to park on the street.

6.0 GARAGE

6.1 Garage parking spaces are marked with the numbers of the units to which they belong. No one may use any garage space without the express permission of its owner.

6.2 Owners may lease among themselves the exclusive use of their garage parking spaces.

6.3 Garage space is not to be used for storing perishable, breakable or flammable items. Long term storage of items shall be in the unit's storage area on the 4th floor. Use only enclosed metal or plastic containers for garage storage to prevent rodents from setting up housekeeping.

6.4 Golf bags, bicycles, folding grocery carts, two wheeled golf carts and other metal carts are permitted. The common areas between the yellow lines must be kept free of any storage at all times. No boats, trailers or non-conventional vehicles or associated items are to be secured in the garage area

6.5 The Association shall not be held responsible for damage or loss of any items stored in the garage.

6.6 The maximum speed limit in the garage is five (5) miles per hour. The red flashing light by the elevator when it is descending is a reminder that all vehicles must yield to persons exiting the elevator.

6.7 Unattended vehicles shall not park in the garage drive lane or in front of the elevator at any time.

7.0 STORAGE

7.1 All 4th floor (attic) storage areas are identified with unit numbers. Objects in storage areas must be kept neat and orderly within the unit owner's defined space. No food or flammable materials shall be kept in any storage area. The Association shall not be responsible for damage or loss of any item placed in storage areas.

7.2 No items shall be stored in common areas, hallways, or the attic common area.

8.0 ELEVATOR

8.1 The elevator is designed as a passenger elevator and is not designed for freight. Large, bulky, or heavy furniture or appliances may not be transported on the elevator.

8.2 Children under ten (10) years of age shall not be allowed to operate the elevator unless accompanied by an adult.

9.0 DOCKING

9.1 Boat owners must request in writing assigned dock space and be prepared to equip such space with Board-approved docking facilities. Dock space is not a permanent asset to any unit, therefore, has no resale or leasing value to the owner involved. The seawall is considered common property, therefore, has no individual right of ownership.

9.2 A one-time docking fee of \$100 will be charged to new boat owners.

10.0 BUILDING SUPERINTENDENT

10.1 The Building Superintendent reports to a designated member of the Board. Their primary responsibility is the care and maintenance of all common areas.

10.2 The Superintendent is authorized to request correction of apparent infractions of the Rules and Regulations by any resident and/or guests, particularly those involving building security, fire hazards, moving, parking, trash and garbage disposal, and use of the common areas.

10.3 All emergencies within the units such as leaking pipes, overheated appliances etc., must be referred to the Superintendent immediately to temporarily correct the problem, thereby avoiding damage to adjacent units.

10.4 The Superintendent is responsible for reporting any infractions, repeat infractions, or noncompliance to the Board.

11.0 UNIT MODIFICATION AND MAINTENANCE

11.1 STRUCTURAL MODIFICATIONS

11.1.1 Unit owners shall not make structural changes or modifications without the Board's written approval. The Board will consider only those requests that are in writing and include blueprints and specifications covering the work to be done along with a statement as to how such alterations will not endanger the overall structure of the building. If, in the opinion of the Board, further expert consultation is needed, the expense will be borne by the unit owner involved. Under no circumstances will internal structural modifications be permitted that in any way alter the uniform external appearance of the building. Approval or disapproval will be given in writing by the Board. Work is to be reviewed prior to and inspected at completion by an architect providing adherence to plans as submitted. All contractor and service providers must be licensed. A list of those doing the work must be given to the Board at the time the owner requests permission for the modifications.

11.1.2 Contractors working on approved structural modifications must do so between the hours of 8:00 am and 5:00 pm Monday through Friday only unless special permission is obtained in writing from the Board.

11.2 NON-STRUCTURAL MODIFICATIONS

11.2.1 The Board shall be notified in writing of contemplated non-structural modifications or alterations of a mechanical nature (electrical, heating, plumbing, flooring, etc.) in order to make certain that such alterations do not place an undue burden on the mechanicals of other unit owners, or in any way present a hazard or nuisance.

11.2.2 The Board shall have the obligation to answer in writing within ten (10) working days. Unit owners failing to comply with the above shall be held liable for any damage that may occur in other areas or units of the building as a result of moving ahead with unapproved non-structural modifications.

11.2.3 The Superintendent shall be advised of any contemplated interior projects, such as painting, papering, carpet replacement, etc. Contractors for these projects shall observe the same working schedule as outlined in section 11.1.2, 3.3 and 3.4.

11.3 MAINTENANCE

11.3.1 Maintenance of personal belongings or within a condo is the responsibility of the owner and will not be managed by the Building Superintendent unless it is related to water or fire damage of the building. The Superintendent will only turn off water or power to protect the property of others.

11.3.2 Do not use your hallway door to ventilate smoke and odors from your unit.

11.4 PATIOS AND BALCONIES

11.4.1 Clothes lines or racks are not permitted, nor shall laundry be hung on patios or balconies. No garlands, lights, or decorations may be hung on the exterior walls of the building. Any exterior lights on balconies and patios must be solar or battery powered.

11.4.2 Residents are allowed to place outdoor furniture on the patios/balconies. Such furniture should be compatible with the design of the building. Furniture should be of a tasteful design. Care should be taken on newly renovated balconies to protect the floor membrane from holes and tears from furniture legs, etc. Under no circumstances are staples, nails, screws or glue to be used on the new flooring, as piercing or damaging it will render it ineffective in protecting your deck and the ones below. The owner may be held accountable for damages that occur as a result of not following these instructions.

Owners may request hooks be installed in the new balcony ceilings. This must be done by the Superintendent to ensure they are securely anchored and to avoid corrosion or damage to the roof.

11.4.3 No gas or charcoal grills may be used on condo unit balconies or patios pursuant to Indiana state law effective May 2003.

11.4.4 Flower arrangements are permitted on patios and balconies as long as they do not infringe on adjacent units.

11.4.5 Owners with balconies or patios on the south side of the building can use sunshades or awnings from May through September with permission of the Board or Superintendent. All shades and awnings must be the same style and color as approved by the Board.

11.5 WINDOWS AND PATIO DOORS

11.5.1 All windows and doors must be closed before leaving a unit to prevent damage from sudden storms.

11.5.2 All window replacements (bedroom, dining, kitchen) must be of like style and color, and have the appropriate lattice grid in the windows. All patio door replacements shall be three (3) section units of like style and color. No mirror glass or mirror coatings shall be allowed.

11.5.3 Unit owners are responsible for the cost of replacements. All requests for window and door replacements shall be made in writing to the Board with window and door specifications. The Association shall have the obligation to answer in writing within ten (10) working days.

11.6 LANDSCAPING

11.6.1 Landscaping decisions for common areas shall be made by the Board pursuant to an overall landscaping plan. Unit owners are not permitted to landscape common areas. Outdoor common areas are defined as any property/grounds beyond the edges of individual patios.

11.7 CHILDREN, ADULTS AND GUESTS

11.7.1 Children are not allowed to run or play in the lobby or hallways. Children, adults and guests shall not use sports equipment, i.e., roller blades, skates, skateboards, bicycles, scooters etc., anywhere within the building, including the hallways and garage.

11.7.2 Residents shall be responsible for informing their guests and children of the Rules and Regulations. Children under fourteen (14) years old shall not be in common areas after 9:00 pm unless accompanied by an adult.

11.8 PETS & WILDLIFE

11.8.1 Residents may have up to two (2) small pets, no more than 25 pounds each, as long as they do not become a nuisance.

11.8.2 Dogs and cats must be leashed and attended at all times when outside of condo units. Pets of visitors or guests must be leashed at all times when outside their hosts' condo units. Residents are responsible for the proper disposal of their pets' waste. See Pet Policy in the appendix of this document.

11.8.3 Feeding ducks, geese, swans, birds and wild animals is not permitted. Feeding wild animals and wild birds (other than Baltimore Orioles and hummingbirds) attracts rodents and insects and detracts from the use of the lawn, landscaping and sidewalks by residents.

11.9 FIRE, SAFETY AND HEALTH HAZARDS

11.9.1 Smoking is prohibited in all common areas and grounds.

11.9.2 Each unit must have at least one (1) working smoke detector with a 10-year warranty, checked yearly by the resident (or by the Superintendent if requested by the owner). The Superintendent will conduct an annual inspection of smoke detectors and replace batteries at no charge for owners WHO SIGN UP when the offer is announced. Owners shall be responsible for non-compliance of detectors between inspections.

11.9.3 No items that may create a fire hazard or obstruct access to fire exits shall be kept or used in any unit or common area. Nothing may project beyond the recessed doorway of a unit into the common area.

11.9.4 No live Christmas trees shall be used in any unit.

11.9.5 Fire doors at the ends and in the middle of the hallways shall be kept closed at all times.

11.9.6 Bicycles, grocery carts and OBSTRUCTIONS OF ANY KIND WILL NOT BE ALLOWED IN THE HALLWAYS, WALKWAYS, OR LAWN AREAS. Grocery carts shall be returned to the garage immediately after use.

11.10 GARBAGE, TRASH & HAZARDOUS WASTE DISPOSAL

11.10.1 Each unit is to be equipped with a garbage disposal. Food waste – EXCEPT meat, fat, celery, eggshells, and banana peels – should be disposed of via the disposal. If a disposal is not in good working order, the owner shall have it repaired immediately. Food waste that does not go in the disposal must be double bagged and taken to the outside dumpster on the west side of the building. Pet and human waste must be taken to the outside dumpster.

11.10.2 Recyclable containers should be rinsed and dumped UNBAGGED into the recycle bins in the garage. Styrofoam is NOT recyclable. See "Recycling 101" in the appendix for more information.

11.10.3 All newspapers, recyclable paper and non-corrugated boxes shall be placed in the recycle bins. They can be loose or in paper bags, but NOT in plastic grocery or trash bags.

11.10.4 Trash: dry paper, Styrofoam, rubber, metal, crockery, personal wipes, and other non-recyclables shall be placed in 13-gallon (tall kitchen) bags, tied shut and placed in the bins marked "Trash" in the garage or in the outside dumpster.

11.10.5 So-called "flushable" wipes should NOT BE FLUSHED. They cause severe damage to the building's plumbing system. They should be disposed of as trash or human waste.

11.10.6 All remodeling material, i.e., toilets, sinks, carpet, etc., are to be removed by the contractor.

11.10.7 Household hazardous wastes should never go in the trash. They should be taken to city-provided collection sites.

11.11 NOISE AND NUISANCES

11.11.1 No owner shall make or permit any disturbing noises, or permit anything to be done, in the building or on the grounds that would interfere with the rights, comforts and conveniences of other residents. Owners are responsible for such actions by lessees, family, guests and pets.

11.11.2 Any owner or lessee or their guests causing a disturbance or nuisance requiring law enforcement to be called grants the Board the power to terminate ownership or lease and bring summary proceedings to evict said resident(s).

11.11.3 Residents should not play, or allow to be played, any musical instrument, recording, radio, television, or noisy appliance (i.e., garbage disposal, washer, dryer, vacuum cleaner) in their units at a volume that may be heard outside their unit (or emitting sound exceeding 80 decibels) between the hours of 11:00 p.m. and 8:00 a.m.

11.12 VACATIONS - Superintendent must have emergency access to prevent possible damage to condo, common areas or surrounding condominiums.

11.12.1 Any resident who leaves a unit vacant for an extended period during the winter shall have the thermostat set to maintain a temperature no lower than 60 degrees.

11.12.2 Any resident who leaves a unit vacant for more than two weeks shall ask the Superintendent to turn off the main water valve for the unit to prevent water damage and/or excessive water usage from running toilets or faucets. The Superintendent will check for water leaks at least monthly when owners or residents are away, as well as when a problem is brought to their attention by a resident.

11.13 ASSESSMENTS

11.13.1 Monthly Maintenance fees (commonly referred to as HOA fees) for repair and replacement reserves, maintenance and upkeep of the common areas, and water usage, along with any special assessments are due and to be paid in full on the first of the month. For your convenience, an ACH withdrawal form can be obtained from the treasurer to have the fees automatically withdrawn monthly from your bank account. A delinquent fee of \$25 will be charged on fees not paid by the 15th of the month.

11.14 ENFORCEMENT

11.14.1 Any and all violations of the Condominium Rules and Regulations will be enforced in the following manner, in addition to those remedies specified under Rules and Regulations section 1.0, sub-sections and section 11.12.

11.14.2 A written Letter of Violation listing the violation and the fine will be sent to the owner and/or lessee of the unit. If the Letter of Violation is disregarded, a second fine will be assessed. When a violation of any rule or regulation occurs, the owner of the unit and/or person whose actions(s) have caused the violation will be notified in writing by the Board of Directors. Any fine imposed as a result of such violation shall be paid to Greenleaf Condominiums within thirty (30) days of the notice. Any fine that is not paid

shall result in the assessment of a second fine. Any action required on the part of the owner/lessee to remedy the violation must be completed within thirty (30) days after receipt of the Notice of Violation.

11.14.3 Should the Letter of Violation not be resolved, the Board shall have the right to record the fine that has been imposed as a lien on the unit subject to the Board's discretion. The owner of the unit will be responsible for all attorney and filing fees and other reasonable costs related to resolving the violation.

11.15 NEGLIGENCE

11.15.1 Unit owners shall be liable for the expense of any maintenance, repair or replacement made necessary by their negligent act or by that of any member of their family, guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of the unit owner's insurance. Such liability shall include any increase in insurance rates on the unit or the condominium caused by misuse or abandonment of a unit or its appurtenances.

11.16 ATTORNEY'S FEES

11.16.1 Any proceeding by the Association arising because of an alleged failure of a unit owner to comply with the Terms of the Declaration, By-Laws or these Rules and Regulations and as such documents are amended, shall entitle the Association to receive court costs as may be awarded by the court and reasonable attorney fees incurred by the Association.

12.0 LIVING QUALITY

12.1 The complete rights, privileges, duties and liabilities of unit owners are explicitly stated in the Condominium Documents. This is your Condominium and is designed to be a residence of dignity and a source of pride and enjoyment to you. Your cooperation with the Association and your neighbors is of the essence in providing a quality of life for everyone