

1077 *Greenleaf Condominiums*

Rules and Regulations Exhibit C to the By-laws

Effective January 2026

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These Rules and Regulations are established to ensure the mutual benefit, enjoyment, comfort, and security of all owners and tenants within the Greenleaf Condominium Association. By adhering to these regulations, residents can maximize their enjoyment of the property while protecting and enhancing its overall value.

The common facilities are for the exclusive use of unit owner(s), their lessee(s), and guests, as defined within the Condominium Declaration.

Unit owner(s) are responsible for ensuring compliance with these Rules and Regulations by members of their household, lessee(s), and guests.

1.0 SALES, PURCHASES, AND LEASES

1.1 Unit owner(s) must provide written notice to the Board of Directors with their intent to sell their unit at least ten (10) days prior to transfer of ownership. The notice should include the name of any realtor, if applicable. Upon completion of the sale the owners must provide the names of the new owner(s) and the anticipated date of possession. Prior to closing or occupancy, current owners must instruct new owner(s) to contact the Board for a review of the Rules and Regulations and to receive a copy of the Declaration and Bylaws upon completion of the sale.

1.1.1 The unit may not be leased for two years after purchase, and then only if the maximum number of complied units

1.1.2 No more than six (6) units, including Unit #113, owned by the Greenleaf Condominium Association, may be leased at any given time.

1.1.3 All unit owners must notify the Board in writing of the identity of their mortgagee and report any subsequent changes.

1.2 Any lease of a unit to an external lessee must be made to an individual or immediate family member, and all leases must be in writing. Unit owners must submit a copy of the written lease agreement to the Board. Additionally, the lease must stipulate that the lessee agrees to abide by the Association's By-Laws and Rules and Regulations. Subletting is prohibited.

1.2.1 All leases (new or renewable) must have a term of no less than one (1) year and no more than two (2) years.

1.2.2 The Board has the authority to impose fines and penalties against owner(s) for violations of the tenant.

1.3 Permanent guests must be registered with the Board. "Permanent Guest(s)" are defined as anyone who stays in a unit thirty (30) days or more.

1.4 The term "immediate family" is defined as the unit owner's children, grandchildren, parents, grandparents, siblings, and their respective spouses and children.

1.5 This is a residential building, and no business activities that generate client or customer traffic through the building are permitted.

1.6 Violations of Sections 1.0 and its subparagraphs shall result in a liquidated damages assessment of \$1,000.00 per infraction, in addition to any applicable penalties, court costs and attorney fees. This fee will be added as the unit owner's next monthly assessment (violation/penalty). If payment is not received within 60 days, a lien will be placed against the unit.

2.0 OCCUPANCY

2.1 A unit shall not be permanently occupied by more than six (6) persons in a three-bedroom unit or more than four (4) persons in a two-bedroom unit. All permanent residents shall be at least fourteen (14) years of age prior to occupancy. Children under the age of fourteen (14) are not permitted to reside in the units on a permanent basis.

3.0 MOVING AND DELIVERIES

3.1 Owners must notify the Board in writing before moving large, heavy, or bulky items (e.g., furniture or appliances) in or out of the building.

3.2 Moving large items must be done through the east or west doors of the building, between 8:00 a.m. and 8:00 p.m. Moving large items through the front lobby is prohibited. Please refer to Section 8.0 for elevator usage guidelines.

3.3 Package deliveries (e.g., UPS, FedEx, groceries) may be received through the main lobby.

3.4 Service and maintenance personnel shall use the east or west doors for transporting equipment and making multiple trips, though they may enter the lobby to contact residents via intercom.

3.5 Arrangements for building access shall be coordinated with the Superintendent. The Superintendent shall have no responsibility or obligation to provide access to the building or to individual units, nor to ensure that any building or unit is secured following the completion of work.

4.0 KEYS

4.1 The Building Superintendent must be provided with keys to all units to ensure access in case of an emergency. These keys will be securely stored by the Superintendent under the direction of the Board.

4.2 If locks are changed or additional locks are installed, copies of the new keys must be provided to the Superintendent.

5.0 PARKING

5.1 Parking spaces located in front of the building are reserved exclusively for passenger vehicles. Boats, buses, campers, motor homes, trailers, or other non-conventional vehicles are not permitted to be parked or stored within the condominium property.

5.2 Residents are encouraged to direct their visitors and contractors to park on the street.

6.0 GARAGE

6.1 Garage parking spaces are clearly marked with unit numbers and may only be used by the unit owner to whom they are assigned. No unauthorized use of garage spaces is permitted.

6.2 Unit owners may lease their garage parking spaces to other unit owners, subject to mutual agreement. The Board should be advised of any leases in order to know there is not unauthorized use of parking spaces.

6.3 Garage spaces must not be used to store perishable, breakable, or flammable materials. Long-term storage of items should be conducted in the designated storage area on the fourth floor. Only enclosed metal or plastic containers are permitted in the garage to prevent rodent infestation.

6.4 Items such as golf bags, bicycles, folding grocery carts, and two-wheeled golf carts are allowed. The common areas between the yellow lines must remain free of all storage. Boats, trailers, storage pods, or non-conventional vehicles are strictly prohibited in the garage.

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

6.6 The speed limit in the garage is strictly enforced at five (5) miles per hour. Vehicles must yield to pedestrians exiting the elevator when the red flashing light is activated.

6.7 Vehicles must not be left unattended in the garage drive lanes or in front of the elevator at any time.

7.0 STORAGE

7.1 All items stored in the attic (4th floor) storage areas must be neatly organized within the designated space assigned to the unit owner. Storage of food, perishable items, or flammable materials is prohibited. The Association is not responsible for any loss or damage to items stored in these areas.

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

8.0 ELEVATOR

8.1 The elevator is designed for passenger use only and is not intended for the transport of large, bulky, or heavy items such as furniture and appliances.

8.2 Children under the age of ten (10) are not permitted to operate the elevator unless accompanied by an adult.

9.0 DOCKING

9.1 A limited number of docking spaces are available. All boat owners seeking docking privileges must submit a written request to the Board of Directors for approval. Docking space is a revocable privilege, not a permanent asset, and carries no resale, transfer, or leasing value. Specific docking space numbers shall not be assigned.

9.2 Docking assignments shall be made at the discretion of the Board of Directors. While the Board may give consideration to docking usage in prior years, no boat owner is guaranteed continued access to any particular docking location or to docking privileges in general.

9.3 The seawall and related waterfront areas are common property and do not confer individual ownership rights. Boat owners granted docking privileges must equip and maintain their docking area using facilities approved by the Board of Directors.

9.4 A one-time docking fee of One Hundred Dollars (\$100.00) shall be required for new boat owners upon initial approval of docking privileges.

10.0 BUILDING SUPERINTENDENT

10.1 The Building Superintendent shall be responsible for the care, operation, and maintenance of all common areas and common elements of the property and shall report to a designated member of the Board of Directors. The Building Superintendent is expressly prohibited from performing any work, maintenance, repairs, or services within individually owned units at any time.

10.2 The Superintendent has the authority to request the correction of any infractions of the Rules and Regulations, including but not limited to those related to building security, fire hazards, moving, parking, trash disposal, and the use of common areas.

10.3 In the event of an emergency within a unit (e.g., leaking pipes, malfunctioning appliances), the Superintendent (or Board member) must be notified immediately to mitigate potential damage to adjacent units.

10.4 The Superintendent shall promptly report to the Board of Directors any observed or reported violations of the Declaration, Bylaws, Rules, or Regulations, particularly where such violations are recurrent or continuing in nature. The Board of Directors shall have exclusive authority to address such violations with the unit owner and shall be responsible for providing notice, conducting any required review, and determining, imposing, and communicating any fines, penalties, sanctions, or required corrective actions in accordance with the governing documents and applicable law.

11.0 UNIT MODIFICATION AND MAINTENANCE

11.1 Structural Modifications

11.1.1 Unit owners are prohibited from making any structural alterations or modifications to their units without prior written approval from the Board. All modification requests must be submitted in writing and include detailed blueprints and specifications outlining the scope of the work. The request should also include a statement demonstrating that the proposed alterations will not compromise the structural integrity of the building. In instances where the Board deems it necessary, expert consultation may be required, and the associated costs will be borne by the unit owner. Modifications that alter the uniform external appearance of the building are strictly prohibited. The Board will provide written approval or denial of the request.

The project will be subject to review both prior to the start of work and at completion to ensure compliance with the approved plans. An architect will inspect the work to verify that the plans have been followed. All contractors and service providers must be licensed, and a list of those performing the work must be submitted to the Board when seeking approval for modifications.

11.1.2 Contractors conducting work on approved structural modifications are permitted to do so only during the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless special written permission is granted by the Board.

11.2 Non-Structural Modifications

11.2.1 Unit owners must notify the Board in writing before undertaking any modifications, including electrical, heating, plumbing, or flooring changes. This ensures that the alterations do not impose an undue burden on the shared mechanical systems or create potential hazards or nuisances to other residents.

11.2.2 The Board is obligated to respond in writing within ten (10) working days. If unit owners proceed with unapproved non-structural modifications, they will be held responsible for any resulting damage to other areas or units in the building.

11.2.3 The Superintendent must be informed of any interior projects, such as painting, wallpapering, or carpet replacement. Contractors engaged for these projects must adhere to the same working schedule outlined in section 11.1.2.

11.3 MAINTENANCE

11.3.1 The maintenance of personal belongings within a condominium unit is the responsibility of the unit owner and is not managed by the Building Superintendent, except in cases involving water or fire damage to the building. In cases, the Superintendent (or Board member) will take necessary actions to prevent further damage to the property of others.

11.3.2 Hallway doors should not be used to ventilate smoke or odors from within the unit.

11.3.3 The Board of Directors and/or the Building Superintendent are authorized to enter any condominium unit when emergency conditions exist or when access is required for preventative or essential building-wide maintenance. Examples include, but are not limited to, inspection or servicing of vents, plumbing, electrical systems, fire alarms, or other shared infrastructure. Reasonable notice will be provided whenever possible; however, in emergencies, access may occur immediately to protect the safety of residents and property.

11.4 PATIOS AND BALCONIES

11.4.1 Clotheslines, racks, and laundry shall not be hung on patios or balconies. Similarly, garlands, lights, or decorations are prohibited on the exterior walls of the building. Any outdoor lights used on balconies or patios must be solar or battery powered.

11.4.2 Residents may place outdoor furniture on their patios or balconies, provided it is compatible with the overall design of the building and is of tasteful appearance. Care should be taken on newly renovated balconies to prevent furniture from damaging the floor membrane. Nails, staples, screws, or glue should never be used on the new flooring, as such actions can undermine its effectiveness in protecting the deck and the units below. Unit owners will be held accountable for any damage resulting from failure to follow these instructions.

Owners may request the installation of hooks in new balcony ceilings. These must be installed by the Superintendent to ensure proper anchoring and to avoid potential damage or corrosion of the roof.

11.4.3 Gas or charcoal grills are prohibited on condo unit balconies or patios in accordance with Indiana state law (effective May 2003).

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

11.4.5 Unit owners with balconies or patios may use sunshades or awnings that are professionally installed. All shades and awnings must adhere to the uniform style and color approved by the Board.

11.5 WINDOWS AND PATIO DOORS

11.5.1 Windows and doors shall always be closed when leaving a unit to prevent potential damage from sudden storms.

11.5.2 Replacements for windows (bedroom, dining room, kitchen) must be of the same style and color of existing windows, and include the appropriate lattice grid. Patio doors must consist of three (3) sections of similar style and color. Mirror glass or mirror coatings are not permitted.

11.5.3 Unit owners are responsible for the cost of replacements. All requests for window and door replacements must be submitted in writing to the Board, along with the specifications. The Board is required to respond in writing within ten (10) working days.

11.6 LANDSCAPING

11.6.1 Landscaping decisions for common areas are made by the Board based on an approved overall landscaping plan. Unit owners are not permitted to modify or landscape common areas, which are defined as property/grounds beyond the edges of individual patios without permission from the Board.

11.7 CHILDREN, ADULTS AND GUESTS

11.7.1 Children are not permitted to run or play in the lobby or hallways. The use of sports equipment, such as rollerblades, skateboards, bicycles, or scooters, is prohibited in the building, including hallways and the garage.

11.7.2 Children under fourteen (14) years old are not permitted in common areas after 9:00 PM unless accompanied by an adult. Residents must inform their guests and children of the Rules and Regulations.

11.8 PETS AND WILDLIFE

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

11.8.2 Dogs and cats must be leashed and attended at all times when outside the unit. Pets of visitors must also be leashed when outside the unit. Residents are responsible for the disposal of their pets' waste.

11.8.3 Feeding of ducks, geese, swans, birds, and other wildlife is prohibited. Feeding wild animals attracts rodents and insects, disrupting the use of lawns, landscaping, and sidewalks by residents. (Hummingbird and oriole feeders are allowed.)

11.8.4 Excessive or persistent pet noise, including but not limited to barking, whining, or howling, that disturbs other residents is prohibited.

- Upon a first complaint, the unit owner will receive a verbal notice requesting corrective action.
- A second complaint may result in a written notice of violation.
- Continued violations may result in fines and penalties in accordance with Section 11.14 (Enforcement).

11.9 FIRE, SAFETY AND HEALTH HAZARDS

11.9.1 Smoking is strictly prohibited throughout the entire property, which includes individual residential units, common areas, and all outdoor spaces. The term "smoke" or "smoking" encompasses the act of inhaling, exhaling, burning, or carrying any lighted or heated substance intended for inhalation. This includes, but is not limited to, cigars, cigarettes, pipes, hookahs, marijuana (whether natural or synthetic), and any other plant-based or tobacco product that is smoked, whether in its raw or processed form. *(adopted 3/1/2025)*

This policy applies universally across all areas, including both **private** and **common areas**.

Any violation of this smoke-free policy by an owner, resident, their household members, lessee, or any guests will be considered a direct breach of the property's rules and regulations. Violations shall result in penalties, up to and including enforcement proceedings as outlined in section 11.14, and termination of the lease if applicable. The building management reserves the right to take all necessary measures to uphold this policy and maintain a healthy environment for all.

Residents are encouraged to report any instances of smoking or the presence of tobacco smoke to any board member or superintendent immediately. Appropriate measures will be taken to address the situation in accordance with the policy.

11.9.2 Each individual unit and common areas are equipped with smoke/fire/heat sensors that are tied into the overall building alarm system. Disconnecting or tampering with any of the sensors are forbidden. Any personal smoke/fire/heat sensors in the unit are the responsibility of the owner/resident.

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

11.9.4 Live Christmas trees are prohibited in all units.

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

11.9.6 Bicycles, grocery carts, and any other obstructions are not allowed in hallways, walkways, or lawn areas. Grocery carts are to be returned to the garage immediately after use.

11.9.7 Common outlets in the building, including those in the garage, entrances, lobby, patios, lawn, green room, hallways, roof, and attic, are not intended for personal use, such as charging electric vehicles, trickle-charging batteries, electric heaters, coffee makers, or operating appliances. Exceptions are allowed for short-term use (e.g., vacuuming a vehicle), but should not exceed one hour or be left unattended.

11.9.8 Refer to the Fire Safety Instructions distributed in October 2024 (addendum).

11.10 GARBAGE, TRASH AND HAZARDOUS WASTE DISPOSAL

11.10.1 Each unit must be equipped with a functioning/working garbage disposal. Food waste, excluding meat, fat, celery, eggshells, and banana peels, should be disposed of through the disposal. If the disposal is not functioning, the owner must arrange for repairs immediately. Food waste not suitable for the disposal must be double-bagged and taken to the outside dumpster on the west side of the building. Pet and human waste should also be taken to the outside dumpster.

11.10.2 Recyclable containers must be rinsed and placed in the recycling bins in the garage, unbagged. Styrofoam is not recyclable. Refer to the "Recycling 101" section in the appendix for more details.

11.10.3 Newspapers, recyclable paper, and non-corrugated boxes should be placed in the recycling bins, either loose or in paper bags (not plastic bags). Corrugated boxes should be put in the outside dumpster.

11.10.4 Trash (e.g., dry paper, Styrofoam, rubber, metal, crockery, personal wipes) should be placed in 13-gallon (tall kitchen) bags, tied securely, and placed in the "Trash" bins in the garage or in the outside dumpster.

11.10.5 All personal wipes including "flushable" wipes must not be flushed, as they can cause significant damage to the building's plumbing system. Dispose of them with trash or human/pet waste in outside dumpster.

11.10.6 Remodeling materials, including but not limited to toilets, sinks, or carpet, must be removed from the premises by the contractor. These items must not be put in the condominium dumpster.

11.10.7 Household hazardous waste must never be disposed of in the trash. It must be taken to designated city collection sites.

11.11 NOISE AND NUISANCES

11.11.1 No owner may create or permit any disruptive noise or activity that interferes with the rights, comfort, or convenience of other residents. Owners are responsible for ensuring their family members, guests, and pets comply with this rule.

11.11.2 No musical instruments, recording devices, radios, televisions, or noisy appliances (such as garbage disposals, washers, dryers, or vacuum cleaners) should be played at volumes audible outside the unit, especially between the hours of 11:00 PM and 8:00 AM. Noise exceeding 80 decibels is prohibited during these hours.

11.12 VACATIONS

11.12.1 Residents who leave a unit vacant during the winter must set the thermostat to maintain a temperature no lower than 60°F.

11.12.2 Residents who leave a unit vacant for more than two weeks must provide a contact or request the Superintendent to turn off the main water valve to prevent water damage. The Superintendent can inspect the unit for leaks at least once a month while owners are away, or when problems are reported.

11.13 ASSESSMENTS

11.13.1 Monthly maintenance fees, commonly referred to as HOA fees, are due on the first of each month. These fees cover repair reserves, common area maintenance, and water usage. Delinquent payments will incur a \$25 late fee if not paid by the 15th of the month.

11.14 ENFORCEMENT

11.14.1 Violations of the Condominium Rules and Regulations shall be enforced by the Board of Directors. Except in cases involving safety, property damage, or other exigent circumstances as determined by the Board, enforcement shall generally proceed as follows: (i) a first violation may result in a verbal notice to the unit owner; (ii) a second violation may result in a written notice of noncompliance; and (iii) a third or subsequent violation may result in the imposition of fines or other penalties as authorized by the governing documents and applicable law. The Board reserves the right to accelerate or modify enforcement actions based on the nature or severity of the violation.

11.14.2 A Letter of Violation will be sent to the unit owner or lessee for any violation. A second fine will be assessed if the violation is ignored. The fine must be paid within thirty (30) days of notification. If not paid, a second fine will be imposed.

11.14.3 If the violation remains unresolved, the Board has the discretion to record the fine as a lien on the unit, and the owner will be responsible for attorney and filing fees and any other reasonable costs related to resolving the violation.

11.15 NEGLIGENCE

11.15.1 Unit owners are liable for any maintenance, repair, or replacement costs caused by their negligence or that of their family, guests, employees, agents, or lessees. This includes any increase in insurance rates caused by misuse or neglect of the unit.

11.16 ATTORNEY FEES

11.16.1 In any legal proceedings initiated by the Association due to a unit owner's failure to comply with the Condominium's documents, the Association is entitled to receive court costs and reasonable attorney's fees from the owner.

12.0 LIVING QUALITY

12.1 The rights, privileges, duties, and responsibilities of unit owners are comprehensively outlined in the Condominium Documents. This condominium is more than just a place to live; it is designed to be a residence of dignity, a source of pride, and a sanctuary of enjoyment for all. Your active cooperation with the Association, along with mutual respect for your neighbors, plays a crucial role in ensuring that a high quality of life is maintained for everyone in the community. It is through collective effort and shared commitment that we create an environment where each resident can thrive.

13.0 FLAGS

13.1 Only the United States flag may be flown on Association property. (The official United States flag is specifically defined by federal law and features 13 stripes and 50 stars. Any alteration to this design for political or commercial use is not an official government flag.)

13.2 The United States flag shall be flown as a sign of respect and national pride.

13.3 The United States flag must be properly illuminated during nighttime display.

13.4 If the United States flag becomes torn, faded, or damaged it must be promptly replaced to maintain a respectful appearance.

13.5 The United States flag shall always be flown at full staff.

