

EARTHSTONE CONDOMINIUM ASSOCIATION, INC.

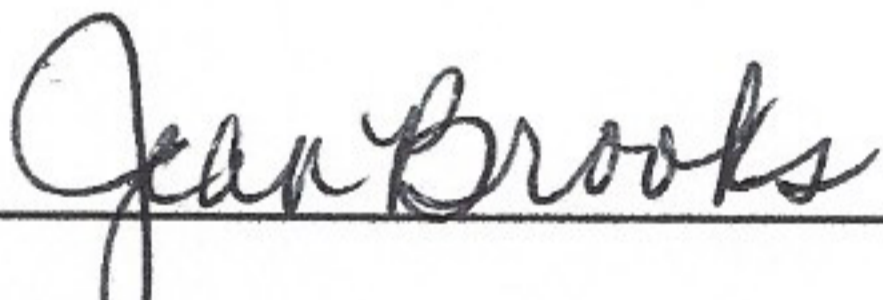
RULES AND REGULATIONS

Reviewed and Revised, February 1st, 2024

These revised Rules and Regulations were enacted by the Board of Directors of Earthstone Condominium Association, Inc. on February 1st, 2024 and supersedes all previously existing Rules and Regulations addressed herein. The contents of this handbook shall NOT supersede the Association's Declaration of Condominium and 2005 By-laws.

These Rules and Regulations are designed to enhance the value of the property and the enjoyment of Earthstone living. All residents and guests must observe them.

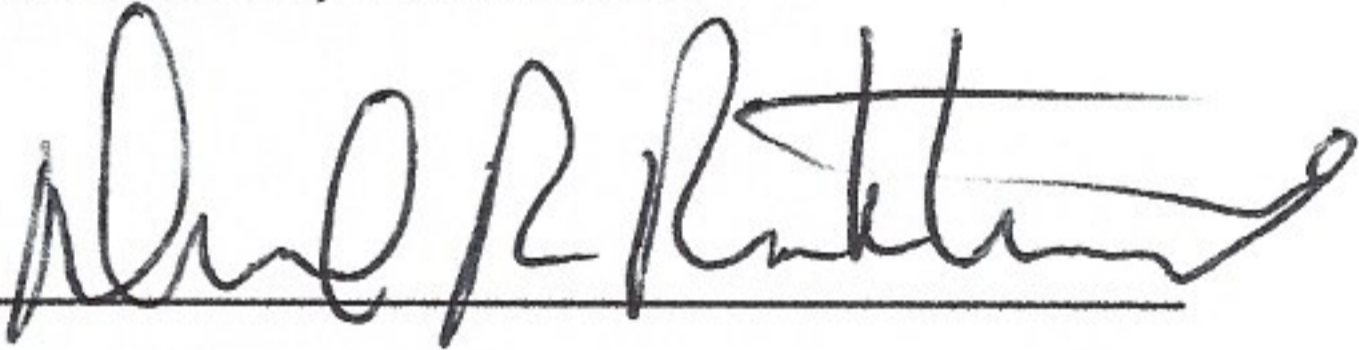
Members of the Earthstone Condo Association board, February 1st, 2024



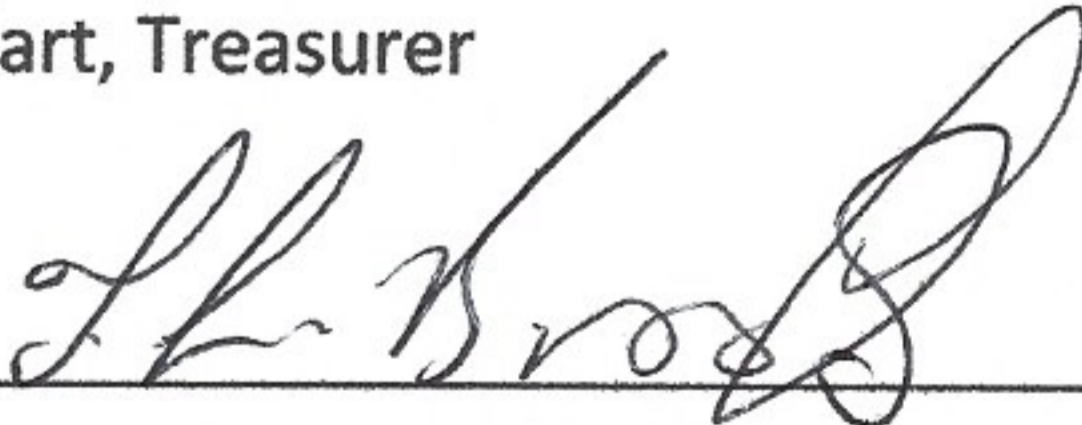
Jean Brooks, President



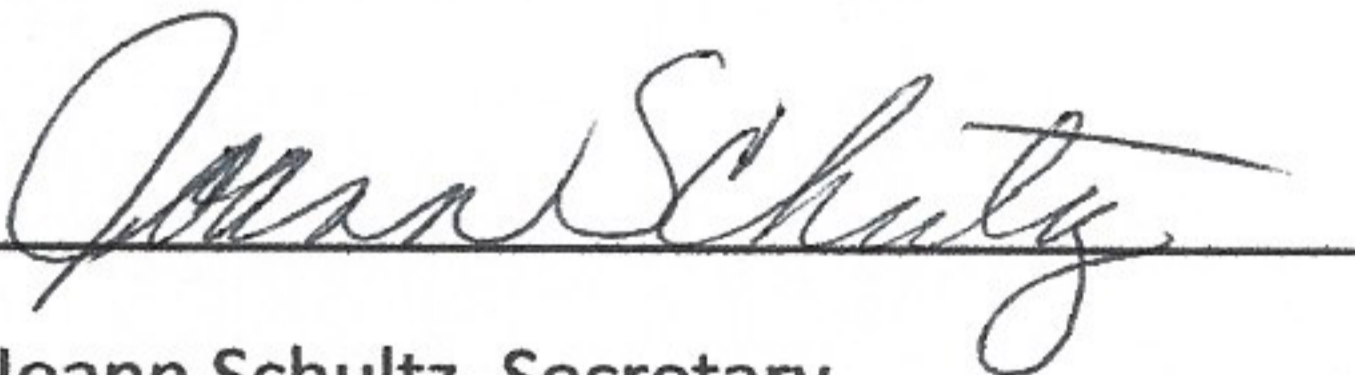
Al Hart, Treasurer



Dan Recktenwall, Vice-President



Fred Brooks, Member at Large



Joann Schultz, Secretary

Earthstone Condominium Association, Inc.

Rules and Regulations

(Effective February 1, 2024)

These revised Rules and Regulations were enacted by the Board of Directors of the Earthstone Condominium Association, Inc. on February 1, 2024 and superseded all previously existing Rules and Regulations addressed herein. The Rules and Regulations are designed to enhance the enjoyment of Earthstone Living. All residents and guests must observe them.

Section 1 – Buildings

A. Occupancy

1. Each unit is to be occupied by no more than two (2) persons per bedroom.
2. Damage caused by residents, their families, guests, or pets to common property or personal property will be the financial responsibility of the offending resident, regardless of whether the owner was negligent. Graffiti on buildings, streets, sidewalks, or anywhere within the complex is not allowed. Cigarette/cigar butts shall not be discarded on the roads, lawns, sidewalk, or other common elements at Earthstone.
3. Each unit owner shall maintain his Unit, and especially the exterior of his Unit, in a clean or orderly manner which will not be offensive. No linen, towels, clothing or other items shall be placed or hung on the front exterior of any unit which includes balconies. All items or debris on the exterior of the unit/building shall be picked up by the resident or the Board will dispose of the same.
4. Every homeowner must have a working smoke detector/alarm. It is also suggested that you have a carbon monoxide detector/alarm.
5. It is suggested that every homeowner should have a dehumidifier within their basement, laundry room or crawl space. Humidity levels should stay within the 30-50% range in your home. Too much moisture can damage your health, home ie: flooring, paint, wood cabinetry & other belongings. It also can attract multiple type bugs and insects.
6. Personal items or equipment are not to be left or stored in common areas.

7. Every Unit Owner is required to have ample insurance in place with a proof of insurance sent to our President of the Board every year when it is renewed, showing the amount of coverage. The coverage should be on a HO6 Standard Condominium form and cover not only contents in the unit (clothes, dishes, furniture, appliances), but should also cover anything from the drywall inward. This would include all fixtures (lights and faucets), surfaces (paint, flooring), cabinets, AC, tubs, showers, flooring (carpets, tile, hardwood), and anything else affixed to the Condo that can't be removed. At least \$100,000 of coverage is recommended for this, and regarding contents, they should be insured for their value. Anyone with additions of any kind to the original unit plan, must insure the addition, accordingly, based on the signed affidavit for the unit. Please speak to An insurance agent for guidance concerning the appropriate coverage.

8. There are no children's play areas within the complex. The Association discourages playing in the street and assumes no responsibility or liability for injuries that may occur while playing in common areas.

9. Conduct: Noisy or disorderly conduct will not be tolerated on the grounds of Earthstone.

10. All service boxes are the unit owners responsibility. If it's not in use, the unit needs to contact the service provider to have it removed.

11. Globe Lights: All Globe Lights should be in working order. Please send in a work request if your globe light isn't working. If the globe light has been switched off inside, and the board finds the light OFF, a \$50 fine will be issued to the unit owner. Contact the board to have your inside switch removed.

B. – Outdoor Cooking

1. Outdoor cooking is not permitted on balconies.

2. All outdoor cooking and storage of outdoor cooking equipment is to be done behind each unit.

C. – Signs and Unsightly Objects

1. Exterior signs or advertising of any kind are prohibited. No signs or advertising may be placed in the windows. "For Sale" signs are allowed only at the front entrance, and only during an open house for the sale of the unit. Seasonal decor or welcome signs are acceptable.

2. Balconies and patios are intended for patio furniture. Bicycles and recycling containers may also be stored on patios and balconies.

D. – Carports

1. Carports are for parking personal vehicles.
2. The storage of firewood, recycling containers, motorcycle or bicycles in the Carports are allowed however items must be stored neatly. No other items shall be stored in open carports.

E. - Hybrid / Electric Vehicles:

1. It will be the unit owners responsibility to provide all necessary infrastructure needed, as per all city building codes, NEC codes, and to have approval for all infrastructure added by the HOA board for parking any wheeled vehicle anywhere on Earthstone property that requires the installation of electrical charging stations.
2. All charging stations must be permanently connected to the unit owner's electrical metered service, and under no circumstances are extension cords permitted to power a charging station. Further clarification of this can be obtained by contacting the board.

F. – Add-ons: Exterior Additions or Alterations:

Before Proceeding, You MUST:

1. Submit to the board
 - a) An Architectural Control Modification form which includes an architectural drawing, sketch or blue print (8.5 x 11 or larger) of the proposed installation, including structural details, dimensions, finish materials, relationship of structures, and related permits. Form is available on website or by contacting a current board member.
 - b) letter from the builder/architect stating that the proposed addition will not affect the structural safety of the existing building.
 - c) letter from the unit owner agreeing to be responsible for any amended taxes, insurance and/or maintenance fees directly related to the addition, and to inform any subsequent buyer that they will have responsibility for the same. The board will keep this information for future owners.
2. **Exterior Changes**
 - a.) No Paint or Stain should be used to change the color of any exterior portion of your unit.

3. Satellite Dishes

- a.) No satellite dish shall be installed or reinstalled without prior approval by the Board or in accordance with FCC rules and regulations.
- b.) No satellite dish shall be affixed to the roof, walls or decks of the structure. They shall not be attached to any structure that the HOA is Responsible.
- c.) Any expense incurred by the Association for repair of a building due to Dish installation shall be billed to the unit owner. The repair shall be made at the discretion of the Board of Directors.

4. Additions

- a.) **ANY ADDITION** to the home from the original design of the unit is the responsibility of the current homeowner. Future owners must also bear responsibility for these areas once they have been altered.

G- Extended Absences

1. The HOA Board of Directors must be notified if a resident will be away for periods of two (2) weeks or longer. This is a safety issue for everyone's protection.
2. Arrangements should be made with a neighbor or relative to check the unit periodically while the resident is away. This is especially important during the winter months and rainy seasons to ensure that the furnace and sump pump remains operable.
3. The minimum heat required in each unit when not occupied during the winter is 60 degrees F.
4. Air conditioner and/or dehumidifier must run during hot & humid months (June -Sept) while the unit is not occupied.

H - Work Requests

1. Work Requests are required! Please submit your work requests over the website. You can find the FORM, the first item when you click on Forms.
2. Work Requests- A paper copy can be used to submit to the board.
3. Work Requests will be reviewed by the Board of Directors and they will act accordingly.
 - a. Emergency? - Please contact a board member immediately.
 - b. Non-emergency - the board will inspect, move forward and provide the unit owner with the steps to follow.

Section II – Parking

1. Each unit is assigned one parking place in a carport or garage and is allocated one other parking space, in the same sequence as their carport.
2. Resident parking is restricted to automobiles, vans, motorcycles and pickup trucks. No commercial vehicles, recreational vehicles, boats or other vehicles are allowed.
3. All vehicles parking in the complex must be properly licensed and in good working order. No auto repair or maintenance, other than car washing, is allowed in the common parking areas.
4. Motorcycles must be parked in one of the unit's allocated spaces and are treated in the same manner as an automobile.
5. Guests may park in unassigned parking places. Unit owners may give permission for a guest to park in the unit owner's designated space.
6. No parking is allowed in front of the fire hydrants or in any area that impedes access to sidewalks, carports, garages, other parking places or snow plows.
Residents are not allowed to parallel park along the street.
7. Unidentified abandoned or disabled vehicles are not permitted on the property. Any vehicle left unattended in any area for 7 days shall be considered abandoned and will be towed at owner's expense.
8. Owners may give permission for another resident to use their allocated parking space. The renting of parking spaces by residents is prohibited.

Section III – Driving in the Complex

1. The maximum speed limit in the complex is 15 MPH.
2. Excessively noisy vehicles may not be driven in the complex.

Section IV – Refuse

1. All garbage must be placed in sealed plastic garbage bags before being placed in the dumpsters.
2. Empty boxes must be broken down before being placed in recycling bins or garbage dumpsters.
3. Individual owners are responsible for the disposal of any large items that will not fit in the dumpster. Those items are not to be placed outside the unit until the day of removal.

4. Recycling is highly encouraged. Please contact the City of Valparaiso for a recycling container if one is needed. Recycling containers are picked up every other week or determined by the City.

Section V – Plantings and Trees

1. Plantings by owners are allowed in common areas only along the unit owner's immediate stoop and walkways leading to the unit, or the area around the back patio. Major plantings/trees must have prior Board approval.
2. All plantings by unit owners must conform to the landscaping in the complex.
3. Plantings by unit owners must not restrict access for lawn care or snow removal.
4. All plantings by residents must be maintained by the present and future owner of the unit.

Section VI – Pets

1. Dangerous pets are not permitted in the complex. All pets must be confined to the interior of the unit. Outdoor kennels/cages are not permitted.
2. Except for fish, only two (2) pets are permitted per unit. Exotic pets are not allowed.
3. Pets are to be leashed when being exercised outside the unit. Pet owners are responsible for cleaning up after the pet immediately.
4. Noisy pets will not be tolerated.

Section VII – Noise

1. Operation of noisy equipment such as drills, saws, etc. is prohibited after 9 PM and before 8 AM.
2. Radios, televisions, stereo equipment, etc. must be turned down when they are objectionable to neighbors.
3. Noisy outdoor activities are prohibited after 9 PM and before 8 AM.

Section VIII – Transfer of Ownership

1. Any owner in the Association selling a unit must inform the Board when the unit is put up for sale, and two weeks before the final closing of the sale.

2. The owner is expected to provide access to a copy of the Rules & Regulations and Bylaws of the Association to the real estate agent when listing the unit for sale.
3. The owner is expected to provide to the real estate agent the Earthstone Website, where all Mandatory Closing Documents can be found, along with a copy of ByLaws and these Rules & Regulations.
4. The owner selling the unit must have all fees, monthly assessments and special assessments paid at the time of closing. Title companies contact the President of the Board and they will be informed by letter the current status of the unit owners account.
5. The Board will contact new owners to ensure that they have copies of the Rules and Regulations, By-laws, and monthly and special assessments of the Association.
6. All Additions or alterations to the unit must be presented to the new owners.
7. The title company will be provided with the unit's Affidavit to have signed by the new owner and notarized to verify that the New Unit Owner understands their responsibilities in maintaining additions, doors, windows and front, side, & back gardens.

Section IX – Leases and Rentals

NO unit may be rented or leased and must be owner-family occupied.

Section X – Prohibited Activities

1. Without prior written consent of the Board, no industry or business for profit shall be conducted, maintained or permitted in Earthstone.
2. **Conduct:** No person shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct on any portion of the Condominium Property, including, without limitation, inside any dwelling units or in any common area.
3. **Contractors:** No person is to make contact (in person or by phone) with any contractor that the Earthstone Board has hired to complete tasks on the exterior of buildings or the common areas of Earthstone, including ground keeping. Any questions or concerns are to be directed to the board of directors.

Section XI – Late Fees

Late assessments: The Board of Directors has established the following policy regarding the collection of assessments:

1. Monthly assessment payments are due on the first day of each month.
2. ACH Payments are encouraged. These are paid / pulled automatically from the bank on the 10th of each month.
3. There will be a grace period of 15 days.
4. The late fee is 10% of the monthly assessment per occurrence. If monthly assessments are not paid by the 15th day of the month, a statement reflecting the assessment amount and the \$27.50 penalty will be delivered to the owner.
5. If a late payment is not received by the 1st day of the following month, a 15-day notice to place a lien on the property will be mailed to the owner.
6. If payment for any assessment (monthly or special assessment levied by the Board) is not received within the stated time frame, a lien may be placed on the owner's unit.
7. Owners will be responsible for any and all professional legal fees involved in the lien or fine process.
8. Owners may negotiate an alternate payment plan to avoid a lien if payments are made in good faith.

Section XII – Enforcement - Penalties

Earthstone Homeowners Association is empowered by the Indiana Condominium Property Act, 32-25-9, to levy, assess and collect and recover fines, costs, and expenses as determined by the Board, for violations of provision of the Declaration of Covenants, as amended, or these Rules and Regulations, as amended.

The remedy for violations shall be done on a “per occurrence” basis and is as follows:

- | | |
|----------------------|---|
| Items left in common | <ol style="list-style-type: none">1. Letter of Warning2. Removal of item and \$50 fine or the actual costs of repair or remediation, whichever is greater. |
| Parking Violations | <ol style="list-style-type: none">1. Warning Sticker on Car.2. \$50 fine.3. Vehicle to be towed at owner's expense. |

Pets

1. Letter of Warning.
2. \$50 fine or actual costs of repair or remediation, whichever is greater.
3. Appearance before the Board and an addl. \$50 fine.
4. Subsequent violations will result in addl. \$50 fines or actual costs of repair or remediation, whichever is greater, and further action will be taken by the board.

All other violations:

1. Letter of Warning
2. \$50 fine or the actual costs of repair or remediation, whichever is greater.

- Damage to Earthstone property resulting from a violation of the Rules and Regulations by a unit owner and/or his or her guests are the responsibility of the unit owner. Failure to comply with the enforcement system set by the Board of Directors will result in a lien on the property for unpaid fines.
- Violations that involve property damage or harm to others (whether physically or verbally) will result in an additional fine of \$50 per occurrence. The violation will also merit in further evaluation by the Board of Directors to preserve Peace and Order within the community.
- Continued violations of the warning and fines may result in legal action to enforce the rules, with the attendant legal fees and court costs being the responsibility of the owner.

These rules and regulations are drafted by the Earthstone Homeowners Association's Board of Directors to work in conjunction with the covenants and restrictions set to allow for the safety and welfare of its residents.

Notices: Any information and notices that the HOA is not required by law, to mail to the unit owner, will be posted on the Earthstone Website, sent by email through the website, or posted at the Facebook Page. All others may be left at the front door of a unit. It is the unit owner's responsibility to get this information and keep up with Earthstone activity.

Glossary

Add-on: A structure that is not from the original design, such as a room addition, deck, solarium, or skylight. The maintenance and insurance related to an add-on is the responsibility of the owner.

Assessment, Monthly: The monthly fee is determined based on the annual budget. It is evenly divided among the 34 units. The Board of Directors determines these fees.

Assessment, Special: An assessment that is applied when the current financial state of the Association is such that the expenses cannot be met through the working and capital reserve funds. A special assessment is usually applied when major, unexpected repairs are indicated.

Capital Reserve Fund: Monies designated for major repairs and expenses of common areas. This reserve is funded from the monthly assessment and is regarded as a savings account.

Common Elements: These are the areas of the complex that belong to all unit owners. These include the building exteriors, sidewalks, carports, driveway, mailboxes, front entry, lampposts, and landscaping.

Co-owner: An owner of an Earthstone unit, who together with all other owners, constitutes the Earthstone Homeowners Association.

Unit Owner: Individuals who own the interior of a particular domiciliary unit in Earthstone.

Working Reserve Fund: Monies designated for monthly budgeted expenses maintained in the Association checking account.

APPENDIX

UNIT OWNER RESPONSIBILITIES

Appliances: Refrigerator, stove, washer, dryer, water heater, etc.

Drywall

Light fixtures and ceiling fans

Flooring: carpet, wood, vinyl etc.

All Windows* and doors*

Interior of garages and garage door* & openers

Additions:* room, deck, or any change to the original design (and maintenance of same)

Smoke and/or carbon monoxide Detectors

Furnace

Air conditioning units

Circuit breaker panel and all secondary circuitry

Interior plumbing

Skylights in add-on*

Toilets, faucets, sinks, tubs, etc.

Sump pumps/Exterior sump pumps

Crawl space/basement

Interior spraying for pests or insects

***Require prior Board approval. Door & window moldings must be brown to blend with building front exterior**