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KATHERINE SWEENEY BELL
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Cross-Referenced Instrument Numbers:

1975-0056011
1994-0121955
1998-0189542
A202200092798

**NOTICE OF RULES AND REGULATIONS OF THE
WINDRIDGE CO-OWNERS ASSOCIATION, INC.**

The Board of Directors of the Windridge Co-Owners Association, Inc. ("Association") hereby gives notice of the Rules and Regulations applicable to the Windridge condominium community.

WITNESSETH the following:

The Windridge condominium community located in Marion County, Indiana was established upon the recording of the "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" (hereinafter "Declaration"), which was filed on October 9, 1975, as **Instrument No. 1975-0056011** with the Marion County Recorder; and

The Declaration was subsequently amended and supplemented numerous times; and

Included in the amendments were the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was filed with the Marion County Recorder on August 8, 1994, as **Instrument No. 1994-0121955**, and the "Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was filed with the Marion County Recorder on October 23, 1998, as **Instrument No. 1998-0189542**; and

The original developer of Windridge caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name "Windridge Co-Owners Association, Inc." (hereafter, "Association"), whereby all Owners in Windridge are members of the Association. The Association, acting through its Board of Directors, is responsible for the management and operation of Windridge; and

The original By-Laws of the Association were attached to and recorded with the original Declaration on May 16, 1985. Said By-Laws were later amended by the members of the Association; and

More recently, the 2022 Amended and Restated Code of By-Laws were filed on August 18, 2022, as **Instrument No. A202200092798** with the Marion County Recorder; and

The Board of Directors adopted various Rules and Regulations over the years. Pursuant to the rule making power vested in the Association's Board of Directors pursuant to Sections 4.6(h), 7.1(k) and 7.3 of the 2022 Amended and Restated By-Laws of the Association, the Board has further revised those Rules and Regulations.

NOW, THEREFORE, the undersigned officers of the Association give notice that the Association's Board of Directors has adopted new Rules and Regulations applicable to all owners of condominium units within Windridge, a true and accurate copy of which is attached hereto and is incorporated herein as Exhibit "A". Said Rules and Regulations supersede and replace all prior versions of the Association's Rules.

[The remainder of this page left blank intentionally]

Dated this 16 day of August, 2022.

Windridge Co-Owners Association, Inc., by:

[Signature]
F. E. Rodebaugh, President

Attest:

[Signature]
Beverly Watkins, Secretary



STATE OF INDIANA)
)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared F. E. Rodebaugh and Beverly Watkins, the President and Secretary, respectively, of Windridge Co-Owners Association, Inc., who acknowledged execution of the foregoing for and on behalf of said Association and who, having been duly sworn, stated that the representations contained herein are true. Witness my hand and Notarial Seal this 16 day of August, 2022.

[Signature]
Notary Public - Signature
Tanika D McNeal Wilcher
Printed

My Commission Expires:
11/11/2026

Residence County: Marion

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. Telephone (317) 536-2565.

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OF
WINDRIDGE CO-OWNERS ASSOCIATION, INC.

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**RULES AND REGULATIONS
OF
WINDRIDGE CO-OWNERS ASSOCIATION, INC.**

INTRODUCTION AND EXPECTATIONS

The Board of Directors has promulgated the following rules and regulations in the interest of promoting the health and safety of all Windridge residents and their guests, ensuring the proper use and function of all Windridge facilities, preserving the integrity and reducing liability of the Windridge community.

WINDRIDGE COMMUNITY EXPECTATIONS

Windridge Co-Owners Association is committed to fostering a climate of open discussion and debate, mutual respect and tolerance between all who live in, work in and visit our community.

Adopted from the Civility Pledge of the Community Associations Institute, the following guidelines set the expectations for communication and behavior in Windridge.

- We expect each individual, whether an Owner, resident, guest, board or committee member, staff member, business partner or contractor, to be accountable for his or her own actions and words and those of their guests.
- We believe all interactions in the community should be civil despite any differences of opinion on a particular issue. We believe in finding common ground and engaging in civil discussion about community issues important to each of us.
- We vow to respect all points of view and will strive to provide a reasonable opportunity for all to express their views openly—without attacks and antagonization. We agree to keep our discussions focused on the business issues at hand, as well as on the ideas and desired outcomes.
- We urge all residents to be engaged and informed. Get to know your neighbors, your board members and those employed by Windridge to care for our community. Attend meetings, join a committee or serve on the board. Understand the community's rules, regulations and covenants, and the value they add. Ask questions, share your opinions and vote.
- We believe these commitments to civility, as well as engaged and informed residents, are a vital part of our shared goal of being a vibrant, thriving community.

Approved by the Board of Directors 6/20/2022

RULES & REGULATIONS – NUMBER ONE

ARCHITECTURAL CHANGES

If a Dwelling Unit Owner desires to alter or change any structural component (including but not limited to load-bearing walls, floor joists, beams and trusses) or exterior appearance of his or her Unit, the Owner must submit a written request to do so before any alterations or changes are made. Requests can be submitted using the Architecture Request form available on the Windridge website at www.windridgecondos.com, under Owners/Forms and Requests, or you can pick up a hard copy at the Windridge office and return it to the Office Manager. The written request should describe the work to be done and should include a set of reasonable plans and drawings along with the name of the contractor(s) who would do the work. If a desired alteration or change might affect the structural integrity of the Unit or another Dwelling Unit, then the submitted plans and drawings must be prepared and stamped by a licensed architect or a professional engineer.

Another example of a change requiring approval is the installation of a satellite dish or antenna. Again, a written architectural request must be submitted to the Windridge office. The office also can provide more detailed information regarding size, type and other installation policies for satellite dishes and antennas. Owners will be responsible for all costs associated with placement or replacement, repair, maintenance and moving or removing of a satellite dish or antenna.

The Windridge office will refer requests to the Architecture Committee for the Committee to review. If the Committee has questions about a request, the Owner making the request will be consulted. After its review, the Committee shall forward the Owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request via email or at one of its monthly meetings. The requesting Owner will be notified in writing of the Board's decision as soon thereafter as practicable. If the Board should deny the request, the Board shall advise the requesting Owner of its reason(s) for denial. After approval you may begin the project. This process may take some time so plan ahead and submit your requests early.

Approved by the Board of Directors 5/16/2022

RULE & REGULATION – NUMBER TWO
LANDSCAPING AND DECORATIVE FIXTURES

LANDSCAPING

Maintenance Responsibilities of Owners: Limited Common Area

Dwelling Unit Owners are required to maintain the foundation beds adjacent to their unit walls, an area measuring approximately 3 feet out from the unit. These beds are considered LIMITED COMMON AREA, meaning while the area is owned by all owners collectively as tenants in common but managed by the Association, their use is restricted or 'limited' to the Owner of that unit. LIMITED COMMON AREA also includes the adjoining driveway, sidewalk and patio. All other grounds are known as COMMON AREA. The Association has the discretion to address any foundation beds that are not properly maintained.

Maintenance of the foundation beds does not require Board approval and includes weeding, mulching and trimming (but not removal of) trees, shrubs and bushes. We ask that you use naturally colored brown mulch and keep wood mulch 6 inches from siding.

If you find that there are COMMON AREA beds planted by previous Owners, you may maintain them, but you would need to submit a Landscape Request to make any changes and the area may not be enlarged. If the area is not maintained the Association may remove it at their discretion at the Owner's expense.

Landscape Request Process

Authorization by the Association is required before Dwelling Unit Owners may add to, change or remove plant material such as trees, shrubs, ground cover, planting beds or other natural items that are part of Windridge's COMMON AREA or LIMITED COMMON AREA.

Requests to make landscape changes must be submitted using the Landscape Request form available on the Windridge website at www.windridgecondos.com, under Owners/Forms and Requests, or you can pick up a hard copy at the Windridge office and return it to the Office Manager. Requests should adequately describe proposed alterations, identify plant material by name and include a sketch or landscape drawing of the requested landscape change(s). The request will be forwarded to the Landscape Committee which will review the request, with primary consideration given to growth habits, hardiness of plants and ease of maintenance. After its review, the Committee shall forward the Owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request by email or at one of its monthly meetings. The requesting Owner will be notified in writing of the Board's decision as soon thereafter as practicable. If the Board should deny the request, the Board shall advise the requesting Owner of its reason(s) for denial. After approval you may begin the project. This process may take some time so plan ahead and submit your requests early.

RULE & REGULATION – NUMBER TWO – Continued

Items requiring authorization by the Association are:

- The planting or removal of any tree, shrub, bush or ground cover.
- The removal or displacement of any grassy area, including the area around your mailbox.
- The creation of any new beds.
- Edging/borders see under Decorative Fixtures

All plant material and other landscape items approved by the Association's Board of Directors will immediately become part of Windridge's COMMON AREA after they are installed and will, if necessary, be maintained by the Association at its own discretion. (This includes contents of foundation beds.)

Invasive plants are not approved for planting. A list is available on the Windridge website at www.windridgecondos.com, under Owner/Forms & Requests/Landscaping Requests.

Board approval is not required for the planting of annuals and perennials in foundation beds. Perennials are defined as soft stemmed plants which die back to ground level each fall, e.g., daffodils, tulips and hostas. Wood-stemming flowering bushes and shrubs such as hydrangea, do, however, require approval.

Maintenance Responsibilities of the Association: Common Areas

The Association is responsible for all landscape maintenance of COMMON AREAS, including lawn maintenance, tree, shrub and plant maintenance, and a one-time fall leaf removal. There are over two dozen COMMON AREA gardens that Landscape Committee volunteers maintain in cooperation with the staff and Association.

The Association, at the discretion of the Board of Directors, shall remove dead, diseased or storm-damaged trees or the branches thereof. **Dwelling Unit Owners must request authorization from the Association before planting new trees or removing and/or replacing live, dead, diseased or storm-damaged trees.**

DECORATIVE FIXTURES

Limited Common Area

Authorization by the Association is required before installing decorative fixtures on Windridge's LIMITED COMMON AREAS. Such fixtures include, but are not limited to:

- Benches, free-standing swings
- Birdbaths, bird houses, bird feeders
- Pavers, stepping stones
- Garden edging/borders (specify material (e.g., plastic, rock, brick; metal edging prohibited) and trellises (which may not be attached to unit walls). All should be natural colors only.
- Statues, sculptures and lawn ornaments exceeding 24 inches in height and/or width.

RULE & REGULATION – NUMBER TWO – Continued

Common Area

Benches, chairs, tables, swings and other decorative items may not be placed in COMMON AREAS, with the following exceptions: statues and sculptures to be placed in non-grassy COMMON AREA must be of naturally colored materials and, regardless of dimensions, require authorization by the Association. (Note: some items may have been approved prior to the current policy.)

Additional restrictions:

- Items may not be attached to or hung from trees in COMMON AREAS.
- Placement of decorative fixtures must not interfere with maintenance of any area, including snow removal. Approval will not be granted for placement of any objects in grassy areas.
- No Dwelling Unit Owner shall cordon off, enclose, or restrict the use of any areas for any purpose.
- Do not allow vines to attach themselves to the brick siding, wood siding or privacy fences.
- No signage shall be placed in LIMITED COMMON or COMMON AREAS, on mailboxes, or on the outside structure of dwelling units.

Approved by the Board of Directors 5/16/2022

RULE & REGULATION – NUMBER THREE

SIGNS

No “for sale”, “for rent” or “for lease” signs or other window advertising display shall be maintained or permitted on any part of the Property or any Dwelling Unit without the prior consent of the Board; provided, however, that realtors or sellers shall be permitted to place and display “Open House” or similar signs designated for a period not to exceed two (2) days per week. Quoted from Article VII (Restrictions On Use), Section 7.1(j) of the Association’s “Amended and Restated Code of By-Laws” dated June 1, 1994, which can be found in Section B of the “Windridge Co-Owners Documents” manual.

NO SIGNS shall be placed on Common Areas or Limited Common Areas, mailboxes or the outside structure of Dwelling Units.

POLITICAL SIGNAGE

1. Owners may display political signs on any portion of property which he or she owns, including a dwelling unit’s windows, thirty (30) days before a political election and less than five (5) days following the election. Signs displayed outside this allotted time period are not permitted and will be removed by the Association.
2. No signs shall be placed on Common Areas, Limited Common Areas, mailboxes or outside structure of dwelling units. All signs displayed in these areas – which include the yard and Lot surrounding the unit – will be removed by the Association.
3. Nothing herein shall prevent Owners from displaying political signs within their units, or within the doors or windows of their units, so long as the signs are not larger than 24” by 30”.
4. Signage displays are limited to a single sign, as determined by the Association and excessive displays are not permitted.
5. Political signs may be no larger than a standard “for sale” or “open house” sign defined as 24” by 30”.

The Association through its Board of Directors, has the right to remove all signs not in compliance with these regulations and to take any and all available legal action if needed to enforce the same. In the event that legal action is necessary, the violating homeowner will be responsible for all costs of the action, including reasonable attorney fees.

Approved by the Board of Directors 5/16/2022

RULE AND REGULATION – NUMBER FOUR

MAINTENANCE OF PROPERTY AND GROUNDS

Responsibility for maintaining Windridge's Dwelling Units, Common Areas and Limited Common Areas is set forth in part in the following documents:

- Section 14 of Windridge's "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime."
- Section 6.7 of the "Amended and Restated Code of By-Laws of the Windridge Co-Owners Association, Inc."

Those items to be maintained by the Association and those items to be maintained by each Dwelling Unit Owner are listed on the "Windridge Dwelling Unit Owner's Checklist" which is attached and hereby made a part of Rule and Regulation Number Four.

If any Owner refuses or fails to maintain and/or repair those items listed under "Owner" on the "Windridge Dwelling Unit Owner's Checklist," then the Association, after written notice to such Owner, may do whatever maintenance or repair work it deems necessary, and the Association's cost of doing so will become a lien on the Dwelling Unit as well as being the personal obligation of the owner of that Unit. If not paid by the owner, the Association may institute foreclosure proceedings on the Unit or file suit to seek a money judgment.

Responsibility for the maintenance and repair of items not listed on the "Windridge Dwelling Unit Owner's Checklist" will be determined by the Windridge Board of Directors in accordance with the Association's governing documents.

Every Owner shall promptly perform all maintenance and repairs within his own Dwelling Unit, patio, deck and balcony, which, if neglected would affect the value of the Owner's Dwelling Unit or any other property within Windridge. Such maintenance and repair include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, heating and air conditioning equipment, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Dwelling Unit. If the Owner refuses or fails to repair such items, the Association shall have the right to perform such repairs, and the costs thereof shall become a lien on such Owner's Dwelling Unit, which may be foreclosed or otherwise collected in the same manner as provided for in the lien for Common Expenses. Excerpted from Article VI (Assessments), Section 6.7 (Maintenance and Repairs) of the Association's "Amended and Restated Code of By-Laws" dated June 1, 1994, which can be found in Section B of the "Windridge Co-Owners Documents Manual."

Approved by the Board of Directors 5/16/2022

RULES AND REGULATIONS – NUMBER FOUR – Continued

**WINDRIDGE DWELLING UNIT OWNER'S CHECKLIST
ITEMS IN *BOLD* REQUIRE BOARD APPROVAL**

		Association Responsibility	Owner Responsibility
Driveways-Asphalt	Repair/Replacc/Seal Coat	X	
Driveways-Concrete	Repair/Replacc	X	
Electrical-Dwelling Unit	Repair/ REPLACE – Entire Electrical System		X
Electrical – Exterior Yard Lights	Repair/ REPLACE Lights and Bulbs		X
Electrical – Exterior Garage Light Fixtures	Repair/ REPLACE		X
Electrical - Exterior Garage Light Bulbs	Replace/Install (standard or candclabra base only)	X	
Fences constructed by Association	Repair/Replacc	X	
Fences constructed by Owner	Repair/ REPLACE		X
Decks, Patios, Balconies	Paint/Stain/Rcpair/ REPLACE		X
Doors – Exterior, Frame and Casing	Paint (during regular paint cycle)	X	
Doors – Exterior, Frame and Casing	Repair/ REPLACE		X
Garage Door & Openers	Repair/ REPLACE		X
Gutters & Downspouts	Clean/Repair/Replacc	X	
Heating & Air Conditioning	Maintenance/Repair/Replacc		X
Insurance – Fire and Extended Coverage	Dwelling Unit – Exterior	X	
Insurance – Fire and Extended Coverage	Dwelling Unit – Interior		X
Landscape – Common Area	Repair/Maintain/Rcplacc	X	
Landscape - Lawn	Mowing, Weed Kill, Grubs, Shrub Trimming, Fertilization, Leaf Removal	X	
Landscape – Area adjacent to Dwelling Unit Foundation	Shrubs, Flower and Landscape Beds		X
Mail Box	Paint /Repair/Replacc	X	
Pest Control- Termites	Inspection/Treatment/Control	X	
Pest Control - Others			X
Plumbing -Service Line to Foundation	Repair/Replacc	X	
Plumbing – All Interior/Crawl Space/Attic/Spigots/Sump Pump	Repair/Replacc		X
Roads	Repair/Replacc	X	
Roofs	Repair/Replacc	X	
Sidewalks – Concrete, Wood	Repair/Replacc	X	
Sidewalks – Decorative	INSTALL /Repair/ REPLACE		X
Siding	Paint/Repair/Replacc	X	
Snow Removal – Roads/Driveways/Sidewalks	According to Snow Removal Policy – Sidewalks by request only	X	
Windows – Exterior, including frame, trim, and casing	Paint (during regular paint cycle)	X	
Windows – Exterior	REPAIR/REPLACE		X
Board of Directors 5/16/2022			

RULE AND REGULATION – NUMBER FIVE

INSURANCE

Condominium associations have a unique insurance situation because insurable interest is defined in each association's documents. Details for Windridge can be found in The Declaration of Horizontal Property Ownership. The outline below is meant to be a summary to assist in understanding the Association and Owner responsibilities. It does not amend or alter any insurance policy or the Declaration; those prevail and apply as written.

ASSOCIATION RESPONSIBILITY

The Association is required to maintain both public liability and property coverage. Insurance is protection against specified losses and is NOT the same as Maintenance (see Rule Number Five).

The Association's property coverage insures each Building (which may include multiple Dwelling Units) from the outside shell (e.g., roof, siding, chimneys, exterior windows and doors, and pre-existing exterior utility lines) through to, and including, the drywall and insulation for exterior walls, unfinished floors and the highest ceiling in each Dwelling Unit. If you need additional clarification, please contact the Windridge Office.

OWNER RESPONSIBILITY

Dwelling Unit Owners are responsible for insuring their portion of the Building/Dwelling Unit (i.e., the interior), all of their personal property/contents, and any personal liability arising out of their Unit or activities. Examples of Owner responsibility for restoration/repair/replacement following damage to the Dwelling Unit includes, but is not limited to, all interior surfaces (except the inside of the exterior walls, highest ceiling and sub-floor); all interior walls, doors, trim, fixtures, cabinets, and appliances; heating and air conditioning systems (except air ducts within the drywall or crawl space); and interior finishes including all flooring, countertops, built-in bookcases or bars, light fixtures, plumbing fixtures, paint and wallpaper. **In summary, everything from the exterior walls drywall in, the sub-floor up, and the highest ceiling drywall down.**

Each Owner is solely responsible for loss or damage to their Dwelling Unit, however caused. This includes water damage due to flood, roof leaks, backup of sewers or drains, surface water run off or any overflow from a body of water.

Contact your insurance agent and verify you have the proper coverage. The Association insurance agent recommends that **each Owner obtain their own Condominium Owners' Insurance Policy (HO-6)** (the industry standard) and review their insurance coverage annually. It is the Owner's responsibility to have sufficient property insurance in case of an insurable event. As of 2022, any Owner with property insurance less than \$125,000 (or more for larger homes) for the Dwelling Unit alone is probably underinsured.

Approved by the Board of Directors 5/16/2022

RULE AND REGULATION – NUMBER SIX

PETS

1. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or in any Common Areas or Limited Common Areas, except that pet dogs, cats or other customary pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance.
2. Pets must be in compliance with all Marion County/City of Indianapolis ordinances, including, but not limited to vaccinations, identification, curb/litter, and leash laws. See references below.
3. Pets may be taken outdoors only when on a sturdy leash and continuously under direct visual supervision. Pet owners are responsible for controlling their pets and for the removal and cleanup of any and all waste created by a pet. Pet owners will be fully liable for any damage to Common Areas or Limited Common Areas caused by their pets.
4. Any pet, which in the judgment of the Board of Directors, is causing or creating a nuisance, disturbance, noise, health or safety hazard, or if interfering with another Dwelling Unit Owner's use and/or enjoyment of his or her Unit, shall be permanently removed from the Property, following three (3) written warnings about the pet's behavior being given to the respective pet owner by the Board.
5. No modification of the Common Areas or Limited Common Areas may be made to restrict animals including installing fences, invisible fences, or gates.

Reference - Marion County/City of Indianapolis Ordinances:
Article I, Section 531-102 (Leash, Animals At Large Penalties)
Article I, Section 531-109 (Vicious/Dangerous Animals)
Article II, Section 531-201 & 202 (Animal Identification)
Article II, Section 531-203 (Curbing and Cleanup)
Article II, Section 531-204 (Nuisance)
Article II, Section 531-205 (Free-Roaming Cats)
Article II, Section 531-209 & 210 (Community Cats)
Article III, Section 531-301 (Vaccination)

Approved by the Board of Directors 5/16/2022

RULE AND REGULATION – NUMBER SEVEN

VEHICLES, PARKING AND TOWING

VEHICLE

1. The paved streets and roadways within the Windridge community are the private property of, and maintained by, the Association and as such, are designated as part of the Common Area of the Windridge Condominiums. Since these streets are rather narrow and winding, the posted Speed Limit throughout Windridge is 20 MPH. In order to protect the safety of Windridge Owners, residents and their guests, all vehicular traffic must obey both this speed limit and all other traffic signs within the community, and stop signs in particular.
2. Furthermore, for the safety of our Owners, residents and guests, and in order to permit emergency vehicles to quickly and safely reach all areas within Windridge, parking by any vehicle upon any street or roadway shall be limited between the hours of sunset and midnight, and no vehicle of any kind shall be permitted for any reason to park upon any street or roadway between the hours of midnight and sunrise the following morning, without being subject to removal by towing.

PARKING

1. If an Owner and/or his or her guest(s) fails to abide by the parking rules and regulations set forth herein, the offending vehicle(s) may be subject to towing as outlined below. Pursuant to Indiana Code § 9-22-1-4, its owner shall be liable for all costs incidental to removal, storage, and disposal of the vehicle or parts. Furthermore, any Owner, resident and/or guest whose vehicle(s) are found to repeatedly violate this parking policy, in addition to having it/them removed by towing, may be subject to additional monetary fines, as permitted by law.
2. Every Owner must park their vehicle(s) within their garage and/or upon their driveway. Parking of a temporary nature, whenever deemed necessary for the convenience of hired workers or for guests invited for an occasional social event, shall be permitted on Windridge streets only during the hours prior to midnight. Overnight guests must park either in the homeowner's garage or driveway, in one of the paved guest parking spaces or offsite.
3. Parking on the grass is strictly prohibited at all times. Any damage to the grass or landscaping caused by any Owner, resident and/or his or her guest shall be the responsibility of the Owner. The Owner shall be responsible for any expenses the Association incurs to repair the damage, and such amount shall be added to the Owner's account and immediately become due and payable.
4. No truck (defined as, "any vehicle too large to enter and be completely enclosed within the Owner's garage"), motorhome, camper, boat, trailer, motorcycle, mini-bike, commercial or unconventional vehicle of any sort shall be permitted to park overnight in Windridge, other than enclosed within a garage, without receiving the prior approval of the Board of Directors.
5. Guest parking spaces are intended to provide short-term parking for guests, maintenance personnel and/or contractors, and not for the regular parking or storage of resident-owned vehicles. However, upon request to the Windridge office, residents may be permitted to park their vehicles thereon for a maximum period of fourteen (14) days. This provision is intended as a temporary accommodation to provide additional parking for residents during periods of construction, remodel, exterior maintenance or the arrival of an overflow number of guests.

VEHICLES, PARKING AND TOWING POLICY - Continued

TOWING

1. Towable offenses include:
 - a. Parking on any Windridge streets or roadways anytime between the hours of sunset and sunrise, other than during an occasional social event;
 - b. Parking on streets or roadways anytime between midnight and sunrise.
 - c. Parking anytime in front of fire hydrants;
 - d. Parking on any Common Area property (such as a grass area) that is not specifically intended for parking; and/or
2. Parking upon or in front of another Owner's driveway or mailbox without receiving the prior consent of that Owner.
 - a. The Board of Directors hereby reserves the right to order a licensed and bonded towing company to physically remove any such vehicle found within Windridge parked in an unauthorized place, at an unauthorized time or in an unauthorized manner.
 - If it is able to determine the owner of the vehicle, the Association shall make a good faith effort to contact the owner in person, by telephone or in writing to indicate that it intends to tow the offending vehicle.
 - If time permits, the Association shall place an adhesive tag in a prominent location on the vehicle indicating its intent to tow the vehicle. The tag shall indicate that date, time, name of the association, address of its management office, and a telephone number to contact for information; that the vehicle is considered to be in violation of these rules and regulations or abandoned; that the vehicle will be removed from the premises by a towing company; that the person who owns the vehicle will be held responsible for all costs incidental to removal, storage and disposal of the vehicle; and that the person who owns the vehicle may avoid costs by immediately removing the vehicle from the unauthorized parking place.
 - At the direction of the Board, the Association shall then order the offending vehicle to be removed and stored according to the towing company's policies and procedures.
 - b. However, without notice and on behalf of the Association, the Board may order the immediate removal of any vehicle that either poses a threat to the safety or the security of others (e.g. parked in front of a fire hydrant, blocking emergency vehicle access, blocking egress/ingress to a driveway or garage), or physically interferes with the conduct of normal business operations of the Association.

Approved by the Board of Directors 5/16/2022

RULE AND REGULATION – NUMBER EIGHT

PROPANE, NATURAL GAS AND CHARCOAL GRILLS

The Association requires residents to use safe practices when operating gas or charcoal grills.

1. Gas and charcoal grills may not be operated within the living area or garage of any unit. When not in use, grills may be stored in the garage. When in use, the grill must be operated at a safe distance from the exterior structure of the unit. Ten foot is recommended. A fire extinguisher needs to be located in close proximity. **NEVER leave any grill unattended while in use.**
2. Propane and natural gas grills must have the main valve on the tank closed when the grill is not in use. Check the gas cylinder hose for leaks before using the grill for the first time each year. No more than two (2) twenty-pound propane tanks (including the tank connected to the grill) may be stored in any unit garage.
3. Charcoal grills may not be operated on a wood deck or any other flammable surface. After use and before storing, the coals must be extinguished and properly disposed in a metal container. **NEVER add liquid fuel to hot coals or a kindling fire.**

Approved by the Board of Directors 5/16/2022

RULE AND REGULATION – NUMBER NINE

DUMPSTERS AND STORAGE PODS

From time to time, Dwelling Unit Owners may undertake a variety of remodeling projects on their units. Trash dumpsters prevent clutter and dispersal of materials removed from the unit during demolition or used during construction. Storage pods may also be used to safely store and/or transport furniture and other belongings during remodeling or relocation.

Dumpster and Storage Pod Use

1. Owners agree to notify the Windridge office in writing prior to beginning any project that requires placement of either a trash dumpster or a storage pod in the driveway.
2. Owners agree to inform contractors that a dumpster may stay on the property *only* for the duration of the demolition phase - which may not exceed two weeks. After completion of the demolition phase, contractors will be responsible for the daily removal of all waste material. If an Owner's contractor fails to do so, the Owner shall be responsible.
3. Neither dumpsters nor storage pods may be placed anywhere other than on the unit's driveway. Placement in the streets blocks vision and is a safety threat for pedestrians as well as for drivers. Placement on the lawns destroys grass and prevents maintenance by lawn crews.
4. Storage pods will be permitted to remain in the Owner's driveway for no more than three days, as required for loading/unloading. By providing a copy of this policy to the pod or storage pod vendor, the Owner can prevent misunderstanding among the various parties.
5. An Owner must request prior approval from the Windridge property manager in the event a few days of additional time is needed for either dumpster or storage pod to remain on the premises.

Approved by the Board of Directors 5/16/2022

RULE AND REGULATION – NUMBER TEN

FIREWORKS

In order to protect the safety of the people, pets, and property of Windridge and allow for the quiet enjoyment of our community, the discharge or display of any fireworks is prohibited anywhere within the Windridge community. This includes fireworks of any and all types, including but not limited to, bottle rockets, roman candles, fire crackers, sparklers, ground spinners, cone fountains, wheels and cylindrical fountains.

Approved by the Board of Directors 6/20/2022

RULE AND REGULATION – NUMBER ELEVEN

TERMITES

Termites feed on cellulose (a wood-based fiber) and need moisture to survive. Putting items such as cardboard and wood in contact with soil or moist areas encourages infestation. The wooded landscape of Windridge is an ideal habitat for termites to thrive. The following is intended to lessen or prevent termite infestation of or damage to Windridge Dwelling Units, Common Areas, Limited Common Areas, and other structures.

1. Firewood must not be stored inside Dwelling Units, garages, storage areas or crawl spaces.
2. Firewood must not be stored on or against decks, porches, or patios or within 6 feet of a Dwelling Unit or other structure.
3. Wood mulch must be kept at least 6 inches away from Dwelling Unit siding.
4. Dwelling Unit Owners must allow third party termite inspectors hired by the Association to have reasonable interior and exterior access to their Unit. Owners will be notified in advance when third party inspectors wish to have access to a Unit.
5. Termite treatment of a Dwelling Unit is mandatory if the Unit is found to have termite infestation. If any one Unit of a group of connected Units is found to have termite infestation, then all Units in the connected group must be treated.

It is the responsibility of the Association to inspect and treat Dwelling Units for termite infestation; therefore, the Association will arrange for termite inspections and treatment that it deems necessary and will pay for all termite inspections and treatment.

Approved by the Board of Directors 5/16/2022

RULE AND REGULATION – NUMBER TWELVE

TRANSFER OF DWELLING UNIT OWNERSHIP

Prior to closing on the sale of a Windridge Dwelling Unit, the Unit's seller must provide the Unit's buyer with the following documents:

- A. Windridge's current "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime."
- B. Windridge's current "Amended and Restated Code of By-Laws."
- C. Windridge's current "Rules and Regulations."
- D. Windridge's current "Grievance Policy"

In addition, the Unit seller must give permission in writing to the buyer to review the Dwelling Unit's folder that is kept in the Association's office.

The buyer(s) of a Dwelling Unit must sign the statement set forth below attesting to his/her or their having received and reviewed the four (4) documents listed above as well as having been given written permission to the Dwelling Unit's office folder.

The Association will not affirm the payment status of a Dwelling Unit owner's dues and assessments or the status of a Dwelling Unit's outstanding liens, if any, until after a Dwelling Unit buyer signs the statement set forth below.

Prior to closing I/We (the buyer) received and reviewed the following items:

- 1. A copy of Windridge's "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime."
- 2. A copy of Windridge's "Amended and Restated Code of By-Laws."
- 3. A copy of Windridge's "Rules and Regulations."
- 4. A copy of Windridge's "Grievance Policy."

I/We also acknowledge that I/We had the opportunity to review the folder of the Dwelling Unit I am buying that is in the Association's office.

Also, prior to closing I/We had an inspection made of the Dwelling Unit being purchased.

Buyer's signature Date Buyer's signature Date

Buyer's signature Date Buyer's signature Date

Windridge Dwelling Unit address _____

Windridge Dwelling Unit number _____

Approved by the Board of Directors 5/16/2022