

## **RULES & REGULATIONS**

### **General Purpose**

Lakepointe Gardens at Chandana is a small community on the north side of Valparaiso, Indiana, comprised of approximately 115 single family, duplex (paired patio), townhome and condominium residential units. The hope and intent of the Association's Board of Directors is to do all that is reasonably possible to maintain the quiet, residential atmosphere for the enjoyment of all of our residents. In order for each of us to fully enjoy living in this small community setting, it is necessary for us to exhibit common courtesy toward others. The adoption and publication of these regulations is intended to define the minimum standard of behavior within the community.

### **Overview of Rules**

#### **Section I: Traffic & Noise Control**

- A. Obey the laws & regulations of the State of Indiana & the City of Valparaiso, and shall obey all posted speed limit signs.
- B. Only properly licensed drivers may operate a motor vehicle on community streets.
- C. No unlicensed (up to 45CC engine power) minibikes, go-carts, snowmobiles or similar motor-driven vehicles may be operated within the community.
- D. Motor vehicles operating within the community must be equipped with, as a minimum, operative headlights, taillights, brake lights, muffler and rear view mirror.
- E. Radio &/or music systems within a motor vehicle may not be operated at a volume which permits them to be heard more than one hundred (100) feet outside the vehicle.
- F. All motor vehicles operated within the development must be properly licensed and covered by bodily injury and property damage liability insurance.

#### **Section II: Parking**

- A. Anyone operating a motor vehicle within the development shall obey any and

all posted signs and/or designated parking spaces. Common area parking pads located on Geranium Circle and Columbine Circle are available for use by any resident, guest or invitee, subject to full compliance with the posted 48-hour time limit.

- B. Vehicles parked in residential driveways shall not block foot traffic by overhanging the sidewalk.
- C. Curbside parking which obstructs vehicular delivery to mailboxes is prohibited.
- D. No outside storage or parking of any commercial or inoperable vehicle shall be permitted.
- E. On-street parking is restricted to vehicles of delivery or service personnel, guests or invitees, or occasional temporary parking of residents' vehicles. On-street parking which is regular &/or continuous, or which restricts maintenance equipment access to lawns or common areas, or which obstructs or hinders snow removal procedures, is prohibited.
- F. Parking any portion of a vehicle on an unpaved area is prohibited.

### **Section III: Animal Control**

- A. Only domestic pets (dogs, cats, birds and the like) may be kept in the community.
- B. No more than two (2) dogs &/or cats may be kept in or on the grounds of any residence.
- C. Any animal not on the owner's property must be on a leash.
- D. Where required, all pets must be properly licensed and have the shots required under Indiana &/or Porter County law.
- E. Pet owners shall be responsible for prompt cleanup and disposal of their pets' waste from their own, common area, or private property.

### **Section IV: Wildlife Interaction**

- A. Feeding &/or any attempt to domesticate the wild geese, or any other wildlife, is prohibited.

### **Section V: Property Maintenance and Appearance**

- A. Properties shall be maintained in an orderly manner. No accumulation of trash or debris of any kind shall be permitted. Trash must be in covered containers whose storage area is not visible from any street.
- B. Dumping of any trash or debris on private or common area property is prohibited.
- C. Exterior garage lights (either side of garage door) must be in operation from dusk to dawn.

### **Section VI: Displaying of Signs**

#### **Realty Signs:**

- A. Only one (1) For Sale sign per lot, to be placed only on the lot being sold.
- B. No more than two (2) add-on panels per sign.
- C. Restricted to the front yard and may not be hung over or on top of any perimeter wall nor attached in any manner to the residence itself.
- D. Directional "Open House" signs are permitted only during the time the property is being shown, and up to three hours following that time period.
- E. Real estate signs are not allowed on sidewalks.
- F. Non-conforming signs or sign enhancements such as balloons, banners, flashing lights, etc., are not allowed and are subject to immediate removal by the Association.

#### **Campaign Signs:**

- A. No more than one (1) per lot.
- B. Maximum size of nine (9) square feet.
- C. No higher than five (5) feet from the ground.
- D. Cannot be installed sooner than thirty (30) days prior to election, and must be

removed no later than five days following the election.

- E. Sign must be placed a minimum of five (5) feet inside the curbside sidewalk.
- F. Campaign signs shall not be placed on Association common property.

**Miscellaneous/Garage Sale Signs:**

- A. Maximum of three (3) per individual sale, one (1) of which must be in the yard.
- B. No larger than four (4) square feet in size.
- C. Signs are to be used only when the sale is taking place and for no longer than a maximum of two (2) consecutive days.
- D. All such signs must be free-standing, i.e., not attached to trees, posts, fences, light poles or landscape stones. No signs shall be placed within common area planting beds or in an area which may create a traffic hazard.
- E. Other than an association-sponsored garage/yard sales, no garage/yard sales will be permitted except for one moving sale when a resident vacates or newly occupies a home in the development. Any other garage/yard-type sale will require approval of the board President or Operations Manager.

Signs that are placed in unapproved areas without a variance permit are subject to removal by the Association.

Any other placement of signs not covered by the association's approved sign criteria will require pre-approval through an application for variance.

**Section VII: Public Safety**

- A. No firearms of any type may be discharged within the community.
- B. Fireworks may not be set off by individuals within the community.
- C. Trash containers placed for pickup by refuse collectors shall not be placed

upon the sidewalk, thereby impeding foot traffic.

- D. Excessive noise and/or any disorderly conduct is prohibited.
- E. All minors, under the age of eighteen, shall be off the common area property between the hours of 12:00 am and 5:00 am unless accompanied by parent or guardian.

### **Section VIII: Use of Wildflower Lake**

- A. Use of Wildflower Lake by other than adjacent property owners will be available only from the east end common area (off Lakepointe Drive); from a boat which is launched from that area; or from the area directly adjacent to a lakeside owner's property, with that owner's permission. Trespassing over any lot owner's property, or the adjacent common area, is strictly prohibited.
- B. Use of the lake is restricted to Lakepointe Gardens residents, or their guests who are accompanied by the resident. Use of the lake by a resident's unaccompanied guest is permitted only from the area directly adjacent to the owner's property.
- C. Property owners adjacent to the lake, and/or their guests, are prohibited from using the lake from the common area adjacent to another owner's property without that owner's approval.
- D. Children under the age of 18, must be accompanied by an age-18 or older parent, legal guardian or adult supervisor.
- E. Use of a motorized watercraft of any type is strictly prohibited.
- F. Swimming or wading is not permitted at any time.
- G. Any minor, age 15 or younger, who is in or upon any floating object on the lake, must wear a flotation life vest.
- H. Placing in the lake of any garbage or other debris of any kind is prohibited.

### **Section IX: Leasing of Property to a Tenant**

- A. Any owner &/or manager of residential property within the Lakepointe Gardens development is prohibited from renting/leasing the property to any

known sexual offender. A background investigation to determine such status for any prospective occupant must be conducted prior to the execution of any lease documents or the acceptance of a security deposit.

- B. No lease agreement shall be for a period exceeding one (1) year in length and shall have no renewal options.
1. A copy of any prior written rental agreement in effect on the date this regulation becomes effective, shall be furnished to the Association within ten (10) days of receipt of the Association's request to do so.
  2. Any unwritten rental agreement, in effect on the date this regulation becomes effective, shall be considered a month to month agreement which terminates no later than 30 days after the effective date of this regulation. Continued rental of the property at the end of such thirty day period shall require the property owner or manager to furnish a copy of a newly executed written agreement, not to exceed one (1) year in length and subject to all of the terms of this regulation.
  3. Failure to comply with the terms of either Paragraph B-1 or B-2 above shall be punishable by a fine of ten dollars (\$10.00) per day, to be assessed against the property owner, beginning with the first day of non-compliance.
  4. Any fines remaining unpaid thirty (30) days after the Association has issued written notification of the amount owed, shall also constitute a lien against the owner's property and the Association may take such steps as are necessary to record an assessment lien resulting from such non-payment.
- C. The Association shall have the right to reject any lease or lease renewal.
- D. Upon confirmation of a background check for sexual offender status of the property's prospective occupants, the owner or property manager shall be required to furnish to the association prior to such occupancy, the following:
1. A copy of the signed lease.
  2. An affidavit signed by the lessee(s) confirming the receipt of Association Covenants, By-Laws and Rules/Regulations documents.
  3. Personal information for the occupants, including the following:

- a. Full names & relationship to the lessee(s) of all occupants
  - b. Telephone number, and email address if applicable, of lessee(s)
- E. Any violations of the Covenants and/or By-Laws, including established Rules and Regulations, shall be enforceable by the Association utilizing all remedies available at law or in equity, including ejectment against the tenant or occupants of Owner's property.

### **Enforcement**

Following these rules will protect lives and contribute to the enjoyment of our residents and guests. Keeping our community safe and enjoyable for everyone is the responsibility of each of us. Authority of the board of directors to establish reasonable rules of conduct, with corresponding penalties for infractions, is contained in Section 2.10 of the Declaration of Covenants for Lakepointe Gardens at Chandana, as printed below:

**Section 2.10 Rules and Regulations.** The Association and Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, Townhome Units and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, canceled, or modified by the Board or the Association in a regular or special meeting by the vote of Owners holding a two-thirds (2/3) majority of the total votes in the Development present or by proxy or with the written approval of the Declarant for so long as Declarant shall control the Development as described at Section 3.6 herein. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure, as provided in Article X.

In addition, the Association, through the Board, may, by contract or other agreement, enforce city ordinances or permit the City of Valparaiso, Indiana to enforce ordinances affecting the Development for the benefit of the Association and its Members.

The Board and/or its authorized committee or delegate, shall be responsible for receiving complaints, investigating such complaints and issuing citations for violations of the Rules and Regulations, Bylaws and certain Covenants. They may impose and collect fines and penalties as provided in these rules, institute legal proceedings to enjoin further violation of the Rules and Regulations, and take any such further action as may be

authorized in the Covenants or as may be necessary or appropriate to enforce compliance with the Rules and Regulations.

Parents, guardians, or responsible parties of minor children are responsible for their minor children, and/or their children's guests, who violate the rules and regulations.

If a violation of the Rules/Regulations is found to have occurred, the Board or any authorized committee member or other delegate may, depending on the nature and frequency of a violation, take any or all of the following actions:

1. Request that the person or persons cease and desist;
2. Issue a Lakepointe Gardens citation and fine;
3. If a minor child (under age 18) is in violation, an attempt will be made to identify and locate the child's parents and/or person who authorized entry into Lakepointe Gardens development, or may be held responsible for the minor's action;
4. Order restitution to be paid by the offender in situations where a violation of rules has resulted in damage or destruction of association property;
5. Terminate the right of an individual and/or vehicle to enter Lakepointe Gardens.

**Penalties for violation &/or non-compliance:**

1. First offense: Letter of notification and request for compliance.
2. Second offense: Citation with \$25.00 fine.
3. Third offense: Citation with \$50.00 fine.
4. Subsequent offense: Citation with \$100.00 fine.

Unless appealed, fines may be paid by hand delivery to the association manager (identity is listed on our website at: [www.lpgpoa.org](http://www.lpgpoa.org)), or by U. S. mail with a postmark on or before the 10th day following the date the citation was received, and addressed to: **P. O. Box 2374, Valparaiso, IN 46383-2374.**

An additional \$10.00 late fee will be added for failure to pay within the designated time period.

If the fine, plus any late fee, are not paid within 30 days after the date the citation was received, without the timely filing of an appeal, the fine will be doubled.

**Appeals Procedures:**

Any person receiving a written citation for violation of the Rules and Regulations has the right to appeal. Specific appeals procedures are as follows:

1. Notice of an appeal may be filed in lieu of the payment of a fine. The notice of appeal shall be in writing and may be mailed to the association mailing address,



or hand delivered or emailed to the association manager. Regardless of the delivery method, the notice of appeal must be received on or before the 10th day following the date the citation is received. All material in support of the appeal must be received by the committee no later than thirty (30) days following the date of receipt of the citation.

2. Written testimony of witnesses may be included but must carry a notarized signature.
3. The alleged offender(s) is/are presumed to have waived their right to due process if an appeal is not appropriately filed within the stated time period.

### **Appeals Committee:**

The Association shall establish an Appeals Committee comprised of three (3) members of the association. One committee member shall be a member of the board of directors and one shall be a member of the Property Value Committee. The President shall appoint the committee members and select the committee chairperson. A quorum of the Appeals Committee consists of a majority of the members of the committee.

Upon receipt of any appropriately filed appeal, the committee will convene to consider the matter. The decision established by a majority vote of the committee will be final. The appellant(s) shall be notified of the decision in writing, with a copy to the Board.

If the appeal is denied, the original fine must be paid within 10 days from the date of the receipt of the denial. Payment may be hand delivered to the association manager, or mailed to: **P. O. Box 2374, Valparaiso, IN 46384-2374.**

In the case of late or non-payment, any or all of the following actions may be taken:

1. Initiate collection proceedings
2. In any case involving a member or minor child of a member, or a member's guest or minor child of the guest, the Board may authorize adding said fine or restitution to the member's assessment and collect via direct debit transfer, after furnishing written notification to the member of such intent.
3. In any case involving a member's tenant, or a guest of the tenant, appropriate notice of the obligation to pay a fine or other restitution will be furnished to the tenant, if possible, and to the member. If full payment is not received within the time set forth in this document, the member shall be furnished written notification

that the amount of the restitution will be added to the member's assessment and collected via direct debit transfer.

Therefore, in order to maintain an orderly and enjoyable atmosphere for all of our residents and guests, we hereby adopt the above Rules and Regulations to establish a minimum standard of conduct within the development.

We encourage anyone who observes a violation to report the infraction to the board of directors by completing the form available from the association manager or on our website.

This document becomes effective on August 01, 2013 and supersedes any previous versions, making any such prior editions null and void for any violations occurring on or after that date.

Adopted by the board of directors of Lakepointe Gardens Property Owners Association, Inc. this 21st day of May, 2013.

Board of Directors

**REPORT OF POSSIBLE INFRACTION OF  
LAKEPOINTE GARDENS RULES & REGULATIONS**  
*(Mail to: Lakepointe Gardens POA, P. O. Box 2374, Valparaiso, In 46384-2374)*

Date: \_\_\_\_\_

The information contained in this document is for the sole use of the Lakepointe Gardens POA Board of Directors, the Property Value Committee, and/or the Appeals Committee and is considered private and confidential. Unless an appeal is filed for a citation issued in conjunction with this report, the contents of this document in whole or in part will not be disclosed to the alleged offender. The appropriate delegate of the Lakepointe Gardens POA Board of Directors will investigate this complaint to verify the violation and the committee will then proceed as directed by the Rules/Regulations document.

Address of the observed problem: \_\_\_\_\_

Date last observed: \_\_\_\_\_ Approximate time of day: \_\_\_\_\_

Identity of the alleged offender: \_\_\_\_\_

Describe the alleged violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

*(Section below for the use of the appropriate delegated representative of the Lakepointe Gardens Board of Directors)*

Disposition of violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_