

RULES AND REGULATIONS OF  
THE COBBLESTONE HOMEOWNERS ASSOCIATION OF MUNSTER, INC.

1. Every owner, occupant or guest of an owner or occupant shall comply with each and every provision of the Declaration and the Articles of Incorporation and By-Laws of the Cobblestone Homeowners Association of Munster, Inc., these Rules and Regulations, and all the ordinances of the Town of Munster, governing or controlling the use or occupancy of lots platted within The Cobblestones of Munster.
2. Each residence shall be occupied solely by one family. No other person or persons shall reside therein for any period longer than sixty (60) days within a one (1) year period. For purposes of this paragraph, "family" shall be defined only as persons who are related by blood or marriage.
3. Each dwelling located within The Cobblestones of Munster shall be occupied for residential purposes only, and no Dwelling may be divided or subdivided into a smaller residence or dwelling, nor any room or portion thereof sold, transferred or leased. Nothing herein shall prohibit the owner of a dwelling from leasing the entire residence by written lease of no less than three (3) months duration in which the lessee expressly covenants to comply with the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Cobblestone Homeowners Association of Munster, Inc., and these Rules and Regulations. All such leases, and lessees shall be subject to approval by the Association upon written application for same from the owner of the Dwelling involved, and the failure of the Association to act upon said application within fifteen (15) days, shall be deemed an approval of said lease and lessee by the Association.
4. No business of any kind shall be conducted from any lot. This provision shall not prohibit the use of telephone for business purposes of a nature incident to a business located outside of the lot, or for the entertainment of or consultation with any business guest for any portion of a particular day. All other business activities, of whatever nature, kind, duration or extent are prohibited.
5. Signs or advertising for any reason whatsoever are prohibited, except for "For Sale" signs in good taste erected in accordance with the Declaration, except for such signs as are placed by the Association for information or directional purposes, and except as may be employed by the Declarant or the Developer during the term of development, sale and control by him of any of the Real Estate located within the Development.
6. All lawns, landscaping, the surfaces of driveways and walkways, and the exteriors of all Dwellings and appurtenant

buildings shall be maintained and repaired on a regular basis so as to provide an attractive appearance conducive with the surrounding community environment. Weed control shall be the responsibility of lot owners who shall bear the expense for same and same shall be accomplished in the manner and in accordance with instructions of the Board of Directors. Upon written notice of a violation of this rule by the Association, the owner or occupant of said lot shall have thirty (30) days within which to correct any violation, or reach an agreement with the Association as to the correction of said violation.

7. No dwelling, building, wall, deck, improvement or other structure of any kind, character or description shall be commenced, erected or maintained on any part of the Real Estate or on any lot, and no exterior addition, change or alteration to such of the foregoing shall be made until the plans and specifications, plot lay-out, exterior elevations, and landscaping which shall show the nature, kind, shape, height, color, materials and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and lot lines by the ACC. In addition, each lot owner intending to build shall submit a resume as to the experience and financial responsibility of the proposed contractor who is to perform the work. This provision shall not apply to any construction or improvement made by the Declarant or the Developer in connection with the Development of the Real Estate. In the event that the ACC has not acted upon the submissions within forty-five (45) days, the submissions will be deemed to have been denied.

8. Garbage and trash receptacles shall not be visible from the street at any time, except as may be necessary for the orderly collection of garbage or refuse.

9. All Dwellings located within the Cobblestones of Munster shall have an address street number clearly visible from the street.

10. No owner or occupant of a residence shall keep any animal on the lot that:

a. Cannot be continuously kept and maintained within the dwelling or the boundaries of the lot on which said dwelling is maintained, by leash or otherwise, or

b. Occasions any noise, odor or noxious effect beyond the confines of the dwelling, or

c. Are, or are kept unsanitary, or

d. Are potentially dangerous or unsafe by nature or kept condition, or

e. Are prohibited by Town ordinance, State law or otherwise.

11. No material, equipment or device may be placed or used in any dwelling or on any lot on which a dwelling is located that:

a. Occasions loud noise, strong odor or noxious effect,  
or

b. Is, or is kept, unsanitary, or

c. Is dangerous or kept in a dangerous condition.

12. The Association shall have the right to enforce these Rules and Regulations by special assessment against any lot owner found to be in violation hereof, which shall be collected in the manner, and to the same extent, provided for collection and enforcement of special assessments pursuant to the provisions of the Declaration. Furthermore, the Association, or any owner, shall have the additional, nonexclusive right, to enforce any provision of these Rules and Regulations in the manner, and to the same extent as provided for enforcement of the provisions of the Declaration.

13. The capitalized words and phrases used in these Rules and Regulations shall have the same definition and meaning as those set forth in the Declaration of Covenant, Conditions and Restrictions of The Cobblestones of Munster.

## **INSTALLATION OF TELEVISION SATELLITE DISHES**

1. Every request shall be presented in writing to the Board for written approval prior to any new installation.
2. Only 18" or smaller satellite dishes shall be permitted.
3. Owner will be totally responsible for any damages and/or injuries and will sign a release to that effect.
4. Satellite dish shall be professionally and skillfully installed. Owner will be totally responsible for any damage to his or common property caused by the installation of said dish.
5. Exterior wiring must be kept to a minimum. No wires should be exposed as to be unsightly.
6. Satellite dish shall not be affixed to a free-standing pole.
7. All efforts must be made to confine the dish to the sides or rear of the building.
8. Any expense incurred by the Association for repair of the building exterior will be billed to the appropriate owner. Such repair shall be at the discretion of the Association Board of Directors.
9. All of the foregoing shall be binding and relayed to all residents as an addendum to their Covenants and Restrictions and Rules and Regulations.

# **COURTYARDS OF COBBLESTONES HOMEOWNERS ASSOCIATION, MUNSTER In**

**To: All Town home owners and residents**

**From: The Association board and volunteers: Bob Ray, Joan Corey, Tina Candella  
Red Mansfield, Sandra Crowley**

**Date: March 1, 2000**

**Subject: Guidelines and Responsibilities**

The board members and volunteers who serve our association do so out of a desire to maintain Courtyards as an attractive community – the same desire which we all have and which we are charged to fulfill by the covenants, rules and regulations that we all agreed to when purchasing our homes in this development. The following represents our Association guidelines for meeting the costs of maintaining our Cobblestones community:

### **Regular Monthly Assessment**

We have so far met the costs of keeping our community attractive through our regular monthly assessments, which are currently adequate to cover grounds maintenance, irrigation, snow removal, exterior painting, and driveway sealing. Inflation of the costs of these services may someday require an increase in the monthly assessment.

It is our expectation that certain future costs of maintaining our community will exceed our regular budget and should be met either by individual homeowner or by special assessment. We will continue to monitor all costs and expect quality services for our homeowners.

### **Individual Homeowner Costs**

At individual homesites, future tree and shrub replacements and repairs to building exteriors, roofs, fences, doors, and gates (that are necessary to maintain community attractiveness and uniformity) would be done with board approval, under the guidelines in our covenant, rules and regulations, with the cost being paid by the responsible owners.

### **Special Assessment**

Future high-cost maintenance that will affect our community at large, such as repair of association-owned streets, would be paid for by special assessment of all homeowners as addressed in the covenants. (VI D, p20)

### **Other Maintenance**

As our budget permits, other community wide maintenance, (such as replacement of rusty mailboxes) would be arranged by the board and paid for out of regular association funds.

### **Summary**

While our rules and regulations (Rule 6 ExhA, pp1&2) obligate each of us homeowners to keep our share of the community looking attractive, note that our covenant (IV H, p16) also charges the Association as a whole, through its board, to enforce these obligations. At our December 1998 Association meeting, the major obligations imposed or implied by our covenant rules and regulations were summarized in two lists- those responsibilities of the Association as a whole through its board, and those of the homeowner. The items on those lists, along with others from our covenant rules and regulations have been revised and are included with this letter for your review and future reference.

**Attachments: Association Responsibilities 3/1/00  
Homeowner Responsibilities 3/1/00**

## Cobblestones Homeowners Responsibilities

Revised 3/1/00

- 1) Compliance with the Courtyards of Cobblestones covenant, rules and regulations, and Munster ordinances. Rules 1 Exh A, p1.
- 2) Acceptance of Association approval /disapproval (through the architectural control function of its board) of any planned changes to the appearance of one's exterior building or grounds. Rules 7, Exh A, p2, Covenant 111 B&C, pp10 & 11.
- 3) Weed control in mulched or rock bedded areas surrounding homeowners property. Rules 6, Exh A, p2
- 4) Keep trash receptacles out of view from neighboring lots and streets. Covnt II, p7, Rules 8, Exh A, p2
- 5) Keeping pets leashed when out for a walk. Not leaving pets outside unattended. Removing pet offal promptly. Covnt IK, p7, Rules 10 Exh A, pp2&3.
- 6) Remove trash and debris from lawn and surrounding beds. Covnt II, p7.
- 7) Keeping mailbox structures uniform within the Cobblestones community Covnt IB, p3. Note: Broken/rusty mailboxes are currently being replaced out of Association funds.
- 8) Payment for replacement of trees/shrubs (under Association control) in order to meet the covenant requirements for 2 trees and 5 shrubs in the front or side yards of each homeowners lot. Covnt IC, pp4&5. Note: Deciduous trees must be seedless, a minimum of 2" dia. and min. 8' high.
- 9) To insure Cobblestone community standards, follow Association and F.C.C. guidelines, regarding satellite dishes; See "Satellite Dish Guidelines".
- 10) Following covenant restrictions against outside parking of commercial vehicles, mobile homes, or camping vehicles for more than 24 hrs. Covnt IG, p6.
- 11) Providing the Association board or management company with a copy of the purchase agreement when selling. Covnt. IV E, p15.
- 12) Insurance of home structure, to include: master casualty (fire, water damage, etc.) replacement costs, personal property, personal liability, party walls, etc. Proof of insurance to be provided to the Association board.
- 13) Gutter clean-out; Window washing; Door and window repair and replacement.
- 14) Repairs to courtyard patios/ sidewalks; Driveway repair and replacement. Note: The exception is sealcoating. Association funds currently will cover sealcoating every other year (due in 2000).
- 15) Painting (black only) and repair of wrought iron gates. Replacement of gate, if necessary, to be done under Association control with payment by the homeowner.
- 16) Notification to our management company when anticipating any major digging or if any sprinkler heads (current cost is \$40 per head + installation) have been damaged as a result of an auto. ( Use caution at the end of your driveways!) Sprinkler and cable lines must be located, to avoid any damage that will be at the homeowners expense.

Note: Each homeowner, by acceptance of a deed at the time of closing, has agreed to: A) A monthly assessment, B) Special assessments when necessary (as approved in a special meeting of Association members), C) Any enforcement assessment made to regain the costs of an obligation performed by the Association on behalf of that homeowner. Covnt. VI A, pp19&20, Covnt. VI A&E and lien information in Covnt. IV H, p16.

## Cobblestones Association Responsibilities

Revised 3/1/00

Note: Unless otherwise indicated, the services described below are currently paid for out of monthly assessments.

- 1) Care of the Courtyards common areas (cul-de-sac centers and the central green belt, including the pump house) and berms. Covenant 1<sup>st</sup> par. p2. and Covenant V 1<sup>st</sup> par. p17.
- 2) Payment of assessment for care of the entrance areas, median strips, and other common areas in the greater Cobblestone area. Covnt. V last par. pp 17 & 18.
- 3) Mowing, trimming, irrigating and repairing all lawns. Rules 6 Exh A, pp1&2; Covnt. V A&B, p17.; Covnt. IC, pp 3& 4.
- 4) Fertilizing and providing weed control for all lawns. Covnt. VB, p 17. Rules 6 Exh. A, pp 1 & 2.
- 5) Painting of building exteriors. To be done under Association control. Covnt. VC, p 17. Rules 6 Exh. A, pp 1& 2.
- 6) Repairs to building exteriors due to weather or aging, including tuckpointing. Covnt. VC p17. Rules 6 Rules 6 Exh. A , pp 1&2. To be done under Association control with payment by individual homeowners.
- 7) Tree and shrub trimmings as needed. Covnt V.D, p 17.
- 8) Maintenance and repair of common parking areas and association-owned streets. Covnt. VD p.17. Payment will be by special assessment.
- 9) Seal-coating of individual driveways. Covnt. VD,p17.
- 10) Snow removal (when 2 inches or more) from all driveways, walkways to front of doors, and Association-owned streets as contracted.
- 11) Electricity as needed for common area lighting, irrigation pumps, etc. Covnt.VE,p17
- 12) Liability insurance for common areas; additional coverage as needed. Covnt.VE p.17
- 13) Roof repair/replacement as necessary, to be done under Association control, with payment proportionately shared by the owners of adjoining dwelling under the same roof. Covnt VE, p17
- 14) Payment of fees for management services (assessment handling, care of funds, payment of bills, financial reports and record-keeping, mailing services, handling legal when necessary, acquiring bids/hiring maintenance services, insurance handling, covenant-enforcement assistance, availability of on-call maintenance-at homeowner expense) Covnt.VG, p17
- 15) Replacement in common areas and on berms of trees/shrubs that were planted by the builder (and for which the warranty period has expired). Note: Replacement of trees/shrubs planted by a homeowner in common areas or on berms, must be paid for by the homeowner.
- 16) Perform any unfulfilled homeowner obligations (after sufficient notice to the homeowner), with any associated costs to be paid by the delinquent homeowner. Covnt. IV H, p16, Rules 12 ExhA p3

**COURTYARDS OF COBBLESTONES HOMEOWNERS ASSOCIATION, MUNSTER IN**

**INSTALLATION OF TELEVISION SATELLITE DISHES      March 1, 2000**

- 1. Every request shall be presented in writing to the Association board for written approval prior to any new installation.**
- 2. Only 18" or smaller satellite dishes shall be permitted.**
- 3. Owner will be totally responsible for any damages/and or injuries and will sign a release to that effect.**
- 4. Satellite dish shall be professionally and skillfully installed. Owner will be totally responsible for any damage to all property caused by the installation of said dish.**
- 5. Exterior wiring must be kept to a minimum. No wires should be exposed as to look unsightly.**
- 6. All efforts shall be made to confine dish installation, to the *side* or *rear* of owners portion of the building.**
- 7. Satellite dish shall not be affixed to a free-standing pole.**
- 8. Any expense incurred by the Association for repair of the building exterior will be billed to the appropriate owner. Such repair shall be at the entire discretion of the Association Board of Directors.**
- 9. All of the foregoing shall be binding and relayed to all homeowners as an addendum to their covenants and restrictions, and rules and regulations.**



WHEREAS the Association has a Declaration, Bylaws, and Rules and Regulations, and,

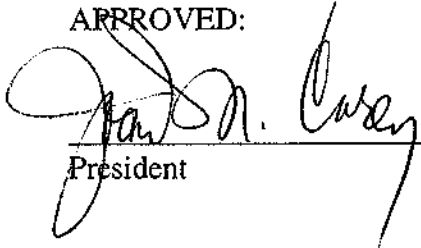
WHEREAS Article I, Section L of the Declaration of Covenants, Conditions and Restrictions of Cobblestone Homeowner Association of Munster, Inc. allow for establishment of the Rules and Regulations, Exhibit A, and,

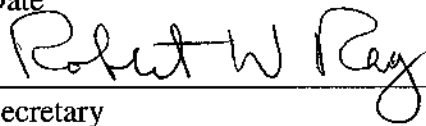
WHEREAS Article IX Sections A, B and C allow for the amendment of such Rules and Regulations as part of the Covenants, Conditions and Restrictions,

NOW, THEREFORE, BE IT RESOLVED THAT # 3 of the Rules and Regulations Exhibit A shall be amended to read as follows:

Each dwelling located within the Cobblestones of Munster shall be occupied for residential purposes only and no dwelling may be divided or subdivided into a smaller residence or dwelling, nor any room or portion thereof sold, transferred, or leased. Upon written application by the owner and upon approval of the Association Board of Directors, the owner of a dwelling, while engaged in an ongoing effort to sell the dwelling, may, one time only, lease the entire residence by written lease of no less than three (3) months and no more than twelve (12) months duration in which the lessee expressly covenants to comply with the provisions of the Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Cobblestones Homeowners Association of Munster, Inc.

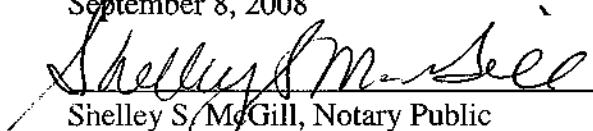
APPROVED:

  
\_\_\_\_\_  
President

4/3/2001  
Date  
  
\_\_\_\_\_  
Secretary

Subscribed and sworn before me, a Notary Public, this 5<sup>th</sup> day of 2001.

My Commission expires:  
September 8, 2008

  
\_\_\_\_\_  
Shelley S. McGill, Notary Public  
Resident of Porter County

**COURTYARD AT COBBLESTONES**  
**RENTER'S GUIDELINE**

The units at the Courtyard at Cobblestones were built for owner occupancy and were not intended for leasing purposes. It is understood, however, that circumstances arise from time to time necessitating the leasing of units. For the health and well-being of all residents of the Courtyards, the following leasing guidelines have been drafted by the Board of Directors effective June 1, 2000.

1. Written permission to rent unit sought from the Board of Directors.
2. No lease to be less than 3 months per covenants and restrictions.
3. A copy of the lease must be kept on file with the Association.
4. Names of tenants, phone numbers as well as owner address and phone number must be provided.
5. Document signed by owner and tenant agreeing to abide by all governing documents of Courtyards at Cobblestones with copies of governing documents provided to tenant.
6. Owner understands that all liability for assessments, damages to common areas etc. would be owner responsibility.
7. Board of Directors to be notified 45 days prior to lease renewal.

(PARCEL 2)

A part of the South Half of Section 31, Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Beginning at a point on the South line of said Section 31, that is North 88 degrees 38 minutes 38 seconds East, 1041.39 feet from the Southwest corner of said Section 31; thence South 88 degrees 38 minutes 38 seconds West, along said South line a distance of 400.92 feet, to a point that is North 88 degrees 38 minutes 38 seconds East, 640.47 feet from the Southwest corner of said Section 31; thence North 00 degrees 50 minutes 32 seconds East, a distance of 613.61 feet; thence South 89 degrees 09 minutes 28 seconds East, a distance of 200.00 feet; thence South 54 degrees 07 minutes 25 seconds East, a distance of 73.28 feet; thence South 89 degrees 09 minutes 28 seconds East, a distance of 113.22 feet; thence South 44 degrees 28 minutes 18 seconds East, a distance of 89.44 feet; thence South 02 degrees 19 minutes 26 seconds East, a distance of 115.49 feet; thence South 01 degrees 59 minutes 38 seconds West, a distance of 60.21 feet; thence South 28 degrees 23 minutes 30 seconds West, a distance of 107.85 feet; thence South 01 degrees 21 minutes 22 seconds East, a distance of 222.29 feet to the point of beginning, containing 5.591 acres, more or less, all in the Town of Munster, Lake County, Indiana.

(PARCEL 3)

A part of the South Half of Section 31, Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point on the South line of said Section 31, that is North 88 degrees 38 minutes 38 seconds East, 640.47 feet from the Southwest corner of said Section 31; thence North 00 degrees 50 minutes 32 seconds East, a distance of 613.61 feet to the point of beginning; thence continue North 00 degrees 50 minutes 32 seconds East, a distance of 307.95 feet, to the centerline of a 50 foot pipe line easement; thence North 72 degrees 08 minutes 45 seconds East along said centerline, a distance of 766.43 feet to the West line of Phase One, Block One and Block Two of Cobblestones, an Addition to the Town of Munster, Lake County, Indiana as shown in Plat Book 69, page 48, in the Office of the Recorder of Lake County, Indiana; thence South 17 degrees 51 minutes 15 seconds East along said West line, a distance of 160.00 feet to a point of curve; thence Southerly along said West line and along a curve concave to the West with a radius of 260.00 feet, an arc distance of 74.87 feet to a point of tangent; thence South 01 degrees 21 minutes 22 seconds East, along said West line, a distance of 100.45 feet; thence South 60 degrees 16 minutes 27 seconds West, a distance of 232.60 feet; thence South 85 degrees 21 minutes 12 seconds West, a distance of 185.60 feet; thence South 16 degrees 00 minutes 25 seconds West, a distance of 139.20 feet; thence North 89 degrees 09 minutes 28 seconds West, a distance of 113.22 feet; thence North 54 degrees 07 minutes 25 seconds West, a distance of 73.28 feet; thence North 89 degrees 09 minutes 28 seconds West, a distance of 200.00 feet to the point of beginning, containing 6.743 acres, more or less, all in the Town of Munster, Lake County, Indiana.

STATE OF INDIANA  
LAKE COUNTY  
FILED

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MORRIS W. CARTER  
RECORDER

2  
DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS FOR  
COBBLESTONE HOMEOWNER ASSOCIATION OF MUNSTER, INC.

AMENDMENT CHANGE

As voted upon and approved by the required number of eligible resident member votes, the attached amendment to the Declaration of Covenant, Conditions and Restrictions for Cobblestone Homeowner Association of Munster, Inc. at a duly called and held meeting on April 3, 2001 at the Munster Public Library has been passed.

The Declaration of Covenant, Conditions and Restrictions for Cobblestone Homeowner's Association of Munster, Inc. Key 28-565-1 to 7 was filed on June 16, 1994 Reference # 94044851 in the Recorders office of Lake County, IN, Anna N. Anton, Recorder.

This resolution to amend goes into effect the date April 3, 2001.

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