

## EXHIBIT D

### RULES AND REGULATIONS

1. ARCHITECTURAL STANDARDS. No change in the exterior appearance of a Residential Unit, or the quality of the construction of a Residential Unit can be changed in any way whatsoever without the prior approval of the Architectural Review Committee (hereinafter the "ARC") in accordance with the provisions of Article X of the Declaration of Covenants, Conditions, Restrictions and Easements for Briar Cove Paired Cottages Association, Inc. (hereinafter the "Declaration"). The prohibition of this provision shall include, but not be limited to, the following:
  - a. The construction of any exterior addition to any Residential Unit, or the construction of any temporary or permanent improvement of building on the lot on which the Residential Unit is located.
  - b. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.
  - c. The use of any material on the exterior of any Residential Unit or associated structures which is not identical to that which was provided as a part of the original construction, both in quality, color and other appearances. Exceptions to this rule may be made by the ARC, so long as the ARC shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Residential Units.
  - d. The installation of awning, except retractable awning in the rear of the building over the patio in accordance with written approval from the ARC.
  - e. The erection aerials, antennas, or other similar items or devices, except in the rear of the building in such a manner that they are not visible from the interior roads and sidewalks of Property or in such other location approved by the ARC in writing to comply with FCC Regulations.
  - f. Storm doors shall not be added to a Residential Unit, except in accordance with written Association specifications.
  - g. Replacement windows and patio doors shall not be added to a Residential Unit, without prior approval of the ARC.
  - h. The erection or maintenance of any fences or other types of barricades, except for those which are part of the original construction or in accordance with written Association guidelines.
  - i. The use of window coverings which are not white or beige or show a white or beige appearance when viewed from the exterior of the Residential Unit.
  - j. The use of mailboxes not in conformity with the quality and style and location requirements of the ARC.
  - k. The construction of swimming pools or hot tubs.
  - l. The construction or placement of structures to house or restrain pets.

- m. The use of portable storage/moving containers shall not be allowed, except in accordance with written Association guidelines.
- n. The use of a dumpster/waste container/roll off box shall not be allowed, except in accordance with written Association guidelines.
- o. The use of storage bins/cabinets shall not be allowed, except in accordance with written Association guidelines.

In addition to the foregoing prohibitions, each owner shall have an affirmative obligation to maintain and repair his and/or her Residential Unit in such a manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community.

- 2. MAINTENANCE AND REPAIR OR RESIDENTIAL UNITS. Except as provided in Article IV, of the Declaration, it is the Owners sole and exclusive responsibility to maintain and repair his and/or her Residential Unit. The Association's responsibility shall include not only routine maintenance and care of these lawns and landscaped areas, but also the replacement of grass, sod trees and shrubbery which were part of the original landscaping. It shall also be the responsibility of the Association to provide water for lawns and repair the lawn irrigation system as needed. Furthermore, its shall be the Association's responsibility to repair or replace any grass, sodding, or landscaping which has been damaged or destroyed by the actions or omissions of any Owner but it shall be the responsibility of the responsible owner to pay all costs associated therewith.
- 3. INSURANCE. As of the adoption of these Rules and Regulations by the Association, the Association has elected not to obtain casualty insurance on Residential Units in accordance with the provisions of Article V, Section 1 of the Declaration. Accordingly, it is the sole and exclusive responsibility of each Owner of a Residential Unit to provide casualty insurance in accordance with the provisions of the Declaration. It is, therefore, the Owner's responsibility to be familiar with and comply with Article V of the Declaration in every aspect. This obligations shall include, but not be limited to, the requirements that all causality insurance be for the full replacement value, that the proceeds thereof be payable to the Insurance Trustee, and that all liability insurance policies show the Association and all Residential Unit Owners as named insured.
- 4. SIGNS. Only temporary but tasteful "For Sale" real estate signs are permitted. Two (2) standard size political signage not to exceed 28 inches by 22 inches shall be permitted only on a homeowner's property. Political signs may be displayed for a period not to exceed thirty (30) days preceding each election for which the sign is installed. The owner of the property upon which such signs are displayed is liable for the removal of the signs within five (5) days after the election of which it refers. Political signs shall not be placed in common areas or easements. A political sign shall be defined as any sign that attempts to influence the outcome of an election, including supporting or opposing the recall of a public officer or supporting or opposing the circulation of a petition for a ballot measure, question or proposition.
- 5. VEHICLES. Motor homes, campers, trailers, boats, will be allowed to be parked on the Resident Unit's driveway for loading/unloading purposes only; this period shall not exceed twenty-four (24) hours. Trucks in excess of 3/4-ton are not allowed to be parked on the Resident Unit's driveway at any time. There is no prohibition for any of the referenced vehicles from being parked in the Resident Unit's closed garage in a manner that shall allow the garage door to be closed entirely. Unlicensed or inoperative vehicles must be kept inside the garage. On street parking is governed by the ordinances of the Towns of Schererville or Dyer, depending on which

town the Resident Unit is located. No Owner shall repair or restore any vehicle of any kind upon any Lot except for emergency repairs and except within enclosed garages

6. LEASING RESTRICTIONS. Intentionally Deleted.
7. MINIMUM HEAT. The minimum heat in every Residential Unit shall not be less than sixty (60) degrees Fahrenheit for the period of time from November 1 to April 15 each year.
8. NOISE. Loud music or television or any other sound which may be objectionable to any other Owner or Occupant is prohibited at all times.
9. CAR WASHING. No car or other vehicle washing is permitted on any of the Residential Units in any manner which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawn or landscaped area.
10. PETS. In accordance with Article XI, Section 6 of the Declaration, no animals, livestock or poultry or any kind shall be raised, bred or kept on any Residential Unit; provided, however, dogs, cats or other household pets may be kept, not to exceed a total of two (2) such animals, provided they are not kept, bred or maintained for any commercial purposes. Notwithstanding the foregoing, the following shall apply with regard to any pet which is allowed to be kept in or on a Residential Unit:
  - a. Owners of a cat or dog shall be required to keep same on chain or leash at all times when pets are outside the home. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees. An Owner with a buried electric fence intended to confine a pet within the yard is exempt from this rule only while the pet remains within the confines of enclosure. Electric fence installation is not permitted without prior ARC approval; devices previously approved by the ARC are required to register with the Association.
  - b. Owners of a cat or dog shall be required to immediately remove all forms of fecal matter or other solid waste of such pets from the Property, including but not limited to, lawns driveways, and parking areas, and such pets shall not be allowed to deposit fecal matter in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped area. An Owner's failure to immediately remove fecal matter or other solid waste left in any area by an animal owned by an occupant of such Owner's Residential Unit (or their guest or invitees) shall be conclusively deemed to be a nuisance, and shall subject the Owner to such reasonable penalties as may be determined by the Association.
  - c. No pet will be allowed which creates noise, emits noxious odors or creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.
  - d. Under no circumstances whatsoever shall any dogs be allowed on the property which are a breed known to bite people, such as pit bulls, Doberman Pinschers, German Shepherds, Rottweiler, etc.
  - e. Any Owner of a pet allowed hereunder, who is the subject of three (3) or more justifiable complaints of violation of this rule, shall forthwith permanently remove the pet from his or her Residential Unit, upon notice of same from the Board of Directors, and said, Owner shall not be

allowed to have any pets within the Residential Unit at any time thereafter, except with the express prior written consent of the Board of Directors

- f. The Board of Directors shall have the authority to make regular Assessments against any and all Owners with pets for purposes of paying any additional costs which may be involved in maintaining and/or repairing the Property as a direct or indirect result of the housing of pets within the subdivision. These Assessments may consist of a regular monthly or other periodic Assessment against all Owners housing pets, to be paid in the same manner and at the same time as the General Assessment for Common Expense, and such as an Assessment may be based upon an estimate of the cost of maintaining and/or repairing the Property necessitated by the housing of pets within the Residential Units. The failure of any Owner housing a pet to pay such Assessments shall automatically result in the immediate and permanent removal of such in such Owner's Residential Unit at any time thereafter, and the Association and the individual members shall have law for violation of these Rules and Regulations.
11. GARBAGE. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground level location in the subdivision, excepting only on those days of garbage collection, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.
12. RESPONSIBILITY FOR ASSESSMENTS AND COMPLAINE WITH DECLARATION. The Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Residential Units, and compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the Residential Unit is occupied by the Owner or by an Occupant, and regardless of any agreement which such Owner may have with any such Occupant, tenant or subtenant.
13. OWNERS OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION. All Owners shall advise the Association in writing of names, residence addresses (if different from that of the Resident Unit owned) and telephone numbers of all Owners, Occupants and all tenants, subtenants and other occupants; and the names, business address and telephone numbers of all Mortgagees of record on the Residential Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Owner within fifteen (15) days upon request of the Board of Directors.
14. GARAGE, ESTATE & MOVING SALE. The Association hosts an annual sub-division garage sale on the third Saturday each August; no other garage sales will be permitted. Estate or moving sales with merchandise confined to the dwelling interior and limited to two (2) days will be permitted; signage may not be placed on common property or street right-of-way.
15. OUTDOOR ITEMS. The following items may be installed;
  - a. an address sign placed within the mulched landscape bed;
  - b. landscaping lights may be placed within the mulched landscape bed;
  - c. one shepherds hook with a hanging flower pot;
  - d. plants, plant stands and flower pots in the mulched landscape bed or on the front porch;
  - e. a bench or chairs may be placed on the front porch;
  - f. one (1) American flag attached to the Residential Unit may be displayed;
  - g. a wreath may be displayed on the front door;
  - h. holiday decorations may be installed one week before and after a holiday, with the exception of Christmas from the week of Thanksgiving to end of January;
  - i. bird bath or bird feeder limited to one (1) in rear of home;

- j. decorative animals or figurines limited to two (2) 24 inches or smaller placed in mulched landscape bed or patio;
- k. miniature water fountains allowed in back of home on patio or mulched landscape bed;
- l. boulders 24 inches or smaller are permitted in the mulched landscape bed only;
- m. hanging flower bags allowed to hang on garage carriage light fixtures, with a limit of two (2) bags;
- n. sun globes limited to one (1) allowed in mulched landscape bed only;
- o. thermometers allowed in back of home only;
- p. wishing wells allowed in rear of house 24 inches or smaller on patio or mulch area only;
- q. decorative flags not to exceed 18 inches by 24 inches.

The following items may be installed but are subject to ARC approval: (1) flower boxes allowed, attached to rear of home under window; (2) pavers as to edge the mulched landscape bed.

Placement of above items must be in a manner not to obstruct lawn maintenance. No other permanent flag poles, decorative iron works, additional fencing, landscaped lights attached to a structure, name plates, plaques, storage sheds on lawns, thermometers, wind chimes, or any other general decoration items and landscaping shall be permitted unless they receive prior written approval of the ARC.

IN WITNESS WHEREOF, the Association has executed these Rules and Regulations to be executed on the date herein set forth, as 4 August 2014.

BRIAR COVE PAIRED COTTAGES ASSOCIATION, INC.,

For

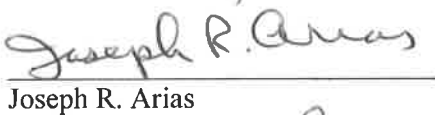
Against

  
Jay Popp, President

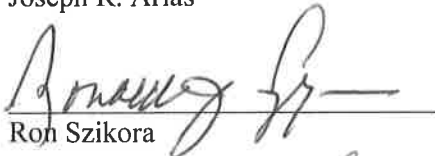
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Ralph J. Flens

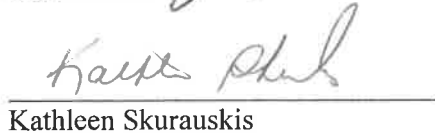
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Joseph R. Arias

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Ron Szikora

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Kathleen Skurauskis

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This Instrument Prepared by: Peter Bylen, 1st American Management Company, Inc., 3408 Enterprise Avenue, Valparaiso, Indiana 46383; Telephone: (219) 464-3536.