

CODE OF BY-LAWS
OF
NEW LONDON LAKE CONDOMINIUM
HORIZONTAL PROPERTY REGIME

BOOK 273 PAGE 491

Plans recorded in Plat BK 36 Pg 11
2002 Second Amend to Code of By-Laws ^{Book 288 - Pg 488}
2003 3rd Amend to Code of By-Laws Dec 15, 2003
2004 4th Amend. to Code of By-Laws Dec 8, 2004
7-17-89 5th Amend. to Code of By-Laws Dec 8, 1989
8-7-91 6th amendment to Code of By-Laws of New London Lake Condominium
7-50-01 7th Amendment to Code of By-Laws Dec 4, 2001 444662
9121476

BOOK 273 PAGE 432

CODE OF BY-LAWS
OF
NEW LONDON LAKE CONDOMINIUM
HORIZONTAL PROPERTY REGIME

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Identification and Applicability	1
Section 1.01. Identification and Adoption	1
Section 1.02. Individual Application	1
ARTICLE II Meetings of Association	1
Section 2.01. Purpose of Meetings	1
Section 2.02. Annual Meetings	2
Section 2.03. Special Meetings	2
Section 2.04. Notice and Place of Meetings	2
Section 2.05. Voting	3
ARTICLE III Board of Managers	5
Section 3.01.	5
Section 3.02. Initial Board of Managers	5
Section 3.03. Additional Qualifications	5
Section 3.04. Term of Office and Vacancy	5
Section 3.05. Removal of Managers	6
Section 3.06. Duties of the Board of Managers	6
Section 3.07. Powers of the Board of Managers	7
Section 3.08. Limitation of Board Action	7
Section 3.09. Compensation	8
Section 3.10. Meetings	8
Section 3.11. Waiver of Notice	8
Section 3.12. Quorum	8
Section 3.13. Non-Liability of Managers	9
Section 3.14. Additional Indemnity of Managers	9
ARTICLE IV Officers	10
Section 4.01. Officers of the Association	10

BOOK 273 PAGE 494

CODE OF BY-LAWS
OF
NEW LONDON LAKE CONDOMINIUM
HORIZONTAL PROPERTY REGIME

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating New London Lake Condominium Horizontal Property Regime to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy an Apartment or any part of the Property, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Owners shall be held for the purpose of electing the Board of Managers, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws or the Act. Provided, however, that until

the Declarant of the Condominium, Portage Realty Corporation has completed and sold all of the Apartments of this Horizontal Property Regime, as amended, or until December 31, 1974, whichever shall first occur, (or at some earlier date upon the election of Declarant after giving Thirty (30) days notice in writing to all Apartment Owners that the control of the Board of Managers shall be placed in the Owners), the proceedings of all meetings of the Owners or the Association, shall have no effect unless approved by the Board of Managers. Upon the date when Declarant relinquishes control of the Board of Managers, control shall be taken over by duly elected representatives of the Apartment Owners and Portage Realty Corporation shall have no further responsibility over the management or operation of this condominium after said date.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the third Tuesday of January in each calendar year. At the annual meeting the Owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meeting. A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of the Owners who have not less than a majority of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in St. Joseph County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than Fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their addresses as they appear upon the records of the Association and to the Mortgagee at its address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

BOOK 273 PAGE 496

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled.

(b) Multiple Owner. Where the Owner of an Apartment constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the Percentage Vote allocable to that Apartment. At the time of acquisition of title to an Apartment by a multiple Owner or a partnership, those persons constituting such Owner or the Partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Apartment, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Apartment.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the Percentage Vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the Percentage Vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting. No Owner or other person shall be entitled to vote more than one proxy at any meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Act, those representing a majority of the Percentage Vote shall constitute a quorum at all meetings. The term majority of Owners or majority of Percentage Vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one per cent (51%) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association or Vice President in his absence. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial reports for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.

(4) Election of Board of Managers. Nominations for the Board of Managers may be made by any Owner from those persons eligible to serve. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the Percentage Vote.

(6) Adjournments.

BOOK 273 PAGE 498

ARTICLE IIIBoard of Managers

Section 3.01. The affairs of the Association and New London Lake Condominium shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Board of Managers shall be composed of three persons. After the Declarant (Portage Realty Corporation) has completed and sold all of the Apartments of this Horizontal Property Regime, as amended, or after December 31, 1974, whichever shall first occur, or at some earlier date upon the election of Declarant after giving Thirty (30) days notice in writing to all Apartment Owners that the control of the Board of Managers shall be placed in the Owners, each member of the Board of Managers shall be a person entitled to cast a vote in the Association.

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Paul D. Hass, Wayne H. Holleman and Earl L. Kime, all of whom are officers or directors of Declarant. The initial Board shall hold their office until the Declarant has completed and sold all of the Apartments of this Horizontal Property Regime, as amended, or until December 31, 1974, whichever shall first occur, or at some earlier date upon the election of Declarant after giving Thirty (30) days notice in writing to all Apartment Owners that the control of the Board of Managers shall be placed in the Owners, all members of the Board of Managers shall be designated by the Declarant and need not be persons entitled to cast a vote in the Association.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Managers, except that no single Apartment may be represented on the Board of Managers by more than one person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Managers shall be elected at each annual meeting of the Association. Managers shall hold office for a term of two (2) years or until their successors have been duly elected and qualified. The Board of Managers shall be elected for staggered terms so that the term of each member of the Board of Managers does not expire on the same year, thus permitting experienced members of the Board of Managers to be on the Board at all times. The term of one member of the Board of Managers must expire each year.

Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote

BOOK 273 PAGE 500

of the Owners if a Manager is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Managers. A Manager or Managers may be removed with or without cause by vote of a majority of the Percentage Vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Managers. The Board of Managers shall provide for the administration of the New London Lake Condominium Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas and Limited Areas;
- (b) procuring of utilities used in connection with New London Lake Condominium, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;
- (d) surfacing, paving and maintaining streets, parking areas, garages and sidewalks;
- (e) washing and cleaning of exterior window surfaces of the Apartments;
- (f) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses;
- (g) preparation of an annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (h) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;

- (i) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at anytime during normal business hours.

Section 3.07. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;
- (c) to procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;
- (d) to employ legal counsel, architects, contractors, accountants and other as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of New London Lake Condominium;
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of the Association;
- (g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property;
- (h) employment and discharge of personnel necessary for maintenance, repair and replacement of the Common Areas and facilities, which duties may be delegated to a building manager.

Section 3.08. Limitation of Board Action. The authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of Owners, except in the following cases:

BOOK 273 PAGE 502

- (a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.09. Compensation. No Manager shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

Section 3.10. Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of Managers. The Secretary shall give notice of regular meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within St. Joseph County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Managers shall constitute a quorum for the trans-

action of business and the votes of the majority the Managers present at a meeting at which a quorum is present shall be the decisions of the Board.

Section 3.13. Non-Liability of Managers. The Managers shall not be liable to the Owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct, bad faith or gross negligence. The Owners shall indemnify and hold harmless each of the Managers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of New London Lake Condominium, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of New London Lake Condominium or the Association and that in all matters the Board is acting for and on behalf of the Owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of New London Lake Condominium I shall provide that the Board of Managers and the Managing Agent, as the case may be, is acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Managers. The Owners shall indemnify any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding for any acts or omissions in the course of duties as a Manager of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any

BOOK 273 PAGE 504

appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Manager is liable for gross negligence or conduct outside the scope of his duties. The Owners shall also reimburse any such Manager for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Managers and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of President or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to

perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Managers and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming to his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.07. Assistant Officers. The Board of Managers MAY, from time to time, designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Managers may prescribe.

BOOK 273 PAGE 506

ARTICLE VAssessments

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner an audited financial statement certified as true and correct by the certified public accounting firm then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Apartment based on the Percentage Interest of each Apartment. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Apartment (herein called the "Regular Assessment"). The Regular Assessment against each Apartment shall be paid in equal monthly installments, commenc-

ing on the first day of February of such calendar year and on the first day of each calendar month thereafter through and including the following January 1. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers. The Regular Assessment for the year shall become a lien on each separate Apartment as of February 1 of each calendar year.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board of Managers shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Apartment, prorated in accordance with the Percentage Interest of each Apartment (herein called "Special Assessment").

Section 5.05. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the lien for such Assessment on the Owner's Apartment may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon any payment of a regular or special assessment being past due by more than Ten (10) days, the Association may declare all unpaid installments of special or regular assessments due and payable immediately and the sum of all such assessments shall be the amount of the lien described herein. The amount of said lien shall increase as additional assessments are made which are unpaid, and interest at the rate of Six Percent (6%) per annum shall be added thereto. In any action to foreclose the lien for Assessments, the Owner and Association shall be jointly and severally liable for the payment to the Association of reasonable rental for such Apartment, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Apartment and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular or Special Assessment. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessment without foreclosing or waiving the lien securing

BOOK 273 PAGE 507

BOOK 273 PAGE 508

the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Apartment.

Section 5.06. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Apartment, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, telephones, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Apartment.

ARTICLE VI

Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Apartment, Common Areas, Limited Areas and the Property shall be applicable to New London Lake Condominium and in addition to those set forth in the Declaration. These are as follows:

- (a) All Apartments shall be used exclusively for residential purposes and the occupancy for a single family.
- (b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans, except as designated on amendments thereto.
- (c) Nothing shall be done or kept in any Apartment or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Apartment or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No waste shall be committed in the Apartment, Common Areas or Limited Areas.