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PREAMBLE

This booklet contains the Rules and Regulations of the BALLARD COURT CONDOMINIUM ASSOCIATION. This document, along with the Declaration and By-Laws of the Associations, regulates the operation of BALLARD COURT. We urge you to carefully read this very important document, as it contains information vital to each and every one of us.

The Ballard Court Condominium Association consists of 7 individual condominium buildings with a total of 112 residential units. Each building is a separate condominium association, and the common areas of the complex are administered by a Master Association Board. The Master Association and the building associations are regulated by recorded declarations, By-Laws, and Covenants, Conditions and Restrictions. The Rules and Regulations supplement these documents. The day-to-day operations of Ballard Court are administered by a management agent who is selected and supervised by the Board of Directors. The Management Agent is responsible for such items as collection and accounting for monthly assessments, paying bills, aiding in the budget process, soliciting proposals for maintenance work, securing insurance proposals, communicating with unit owners, and advising the Board on the management of the complex.

Each owner has an ownership interest in the common areas and an obligation to insure the rights of the other owners. The Rules and Regulations of Ballard Court are intended to establish and define the rights and obligation of owners, tenants, and guests. The intent of the Board is not to restrict unit owners, but to guarantee safety, enhance property value and insure a pleasant living environment for each resident.

Ballard Court residents are proud of their complex and are grateful for the talent, hard work and spirit of cooperation of the residents. It is in this spirit that the Association Board has implemented the following Rules and Regulations.

Sincerely,

Board of Managers

BALLARD COURT CONDOMINIUMS
Rules and Regulations Handbook
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Chapter 1

Information about Condominium Associations.

2023 Edition
Updated February 28, 2023

Information about Ballard Court Condominiums.

1-1. What is a Condominium Association?

1. In a condominium association a person owns the interior of their particular unit while the rest of the building and the outside grounds are owned in common by all the owners of the complex. Therefore referring to such as the "common elements".

2. While you own your own unit and enjoy the benefits of home ownership, you are also living in close contact with your neighbors in a community environment.

3. Home owners have an undivided interest in the common elements of the property as well as share a common responsibility for their maintenance. Common elements are shared portions of the property such as the hallways, building entrances, outdoor walkways, lawns, and parking lots. All unit owners have the right to use the common elements for the purpose they are designed for.

4. The primary purpose of the board is to maintain the common elements of the building in good condition and to see that all needed repairs or improvements are carried out.

Chapter 2

Safety and Health Issues.

Safety and Health Issues.

2-1. Fire Safety

1. Each building has installed smoke alarms for the warning of any potential fire danger. Residents are urged to leave the building when the smoke alarm goes off, regardless of whether or not it is believed to be a false alarm and call 911 from a cell phone whenever possible. Tampering with the smoke alarms is unlawful and the Association will prosecute anyone found tampering with any of the devices.
2. The smoke alarms in the common areas do not monitor the inside of individual units. Each unit owner must install and maintain a smoke detector inside their unit. The smoke detector alarm should be audible in the sleeping rooms of the unit.
3. There is to be NO SMOKING anywhere in the common elements inside of the building. Pursuant to the Smoke-Free Illinois Act 95-0017, no smoking is allowing within 15 feet of the front or rear entrances.

2-2. Fire Hazards

Bicycles, baby strollers, wagons, mats, shoes, garbage and other personal property must not be left in hallways, common grounds and around exit doors where they could trip people trying to leave in an emergency. Ballard Court is not responsible for lost, stolen or damaged property.

2-3. Hazardous Materials or Practices

1. No unit owner will permit anything to be done or kept in his/her unit or in the common elements, which would result in the cancellation of insurance on the building, a raise in insurance rates of the building, or would be in violation of any law. This includes the storage of gasoline or other explosive material. Pursuant to International Fire Code 2021 edition no gas grills, no electric grills or any other cooking devices are allowed anywhere on patios or balconies. The only grills allowed per the code are LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity. The board will take all appropriate legal action to ensure the safety of the building and its residents.
2. No person shall feed any wild animals, including without limitation birds, ducks, geese, raccoons, squirrels or any homeless dogs or cats, etc. Violation of this rule will result in fines starting at \$50.00.
3. No owner, occupant, agent, tenant, invitee, guest, friend, or family member shall allow lingering tobacco or cannabis smoke, smell or residue from smoke and or odors to protrude from any unit that would expose nonsmokers to secondhand smoke, smell or residue.
4. Call 911 for police assistance in an emergency or to report criminal activity.

2-4. Building Security

1. There is always the risk of burglaries to the units and residents of the buildings. To help keep the building secured the entrance and exit doors are kept locked. There is an intercom system at each building entrance for letting guests into the building. Residents must not let anyone into the building they do not know. Also, residents must never buzz someone in without first checking to see who is at the door.
2. The laundry room windows shall never be left open unattended. Violation of this rule and regulation will result in a warning followed by fines starting at \$100.00. If the problem is repeated, violation notices will continue to be sent until the violation has been corrected and fines will be increased to \$100.00 per additional occurrence.
3. The fire exit doors located on the second floor of each building are not to be used except for life threatening emergencies and or fire. A \$500.00 fine will be issued for illegal/unauthorized usage of the fire escape. Using or propping open these doors for any other reason is a violation of the Maine Township fire code.
4. Any Owner, Owners occupants, Owners invitees, Owners guests, Owners Tenants, Tenants occupants, Tenants invitees or Tenants guests who keeps for sale, offers for sale, sells, or delivers for any commercial consideration any item of drug paraphernalia, commits any felony and or illegal activity anywhere on the association property will be subject to the imposition of a notice, hearing and a fines starting at \$1,000 for each occurrence plus all legal and court costs.
5. The attics and crawlspace of the building are restricted to authorized licensed and insured contractors only. Violators/trespassers will be fined starting at \$100 and prosecuted according to any applicable law.
6. Call 911 for police assistance in an emergency or to report criminal activity.
7. In the event that a resident loses unit keys, the loss should be reported to the building management. Resident should have the unit lock changed immediately without delay.
8. Lock all car doors before going into the building. Do not leave valuables in plain view.
9. If a resident sees suspicious persons, in the parking lot area, in or around the building or anywhere on common grounds, immediately call 911 for police assistance to report suspicious or criminal activity.

2-5. Pest Control / Inspections

1. In order to eliminate insects, rodents, and other pests within the buildings, the board at its own directive will hire an exterminating firm to prevent any infestation.

2. No person shall cause, maintain, or within his control, permit such infestation or harborage of rodents, lice, bedbugs, roaches, flies or other arthropods. The owner, occupant, or person in control of any unit or premises shall take all reasonable measures to prevent such infestation or harborage and, upon notification from the management agent to do so, shall take all necessary and proper steps to eliminate the infestation or harborage and to prevent its recurrence at the Home Owners expense.

NOTE: See chapter 7 regarding penalties for violation of the rules and regulations.

Chapter 3

Building Maintenance Issues.

Building Maintenance Issues.

3-1. Who Will Pay for Maintenance Work?

The following sections will outline what work is the responsibility of the Board and will be paid by them and what is the responsibility of the unit owner. There are three distinct areas of responsibility; the unit owner has control and responsibility (including maintenance) for the interior of the unit. This generally means any portion that can be seen from the interior of the unit. The second area is the common elements of the building, which houses the units. Each building condominium has responsibility for the roof, foundation, structural components, and generally anything that cannot be seen from the interior of the unit or that is shared with another unit within the building, such as the lobby and laundry room. The third area of responsibility is the common elements of the complex. This includes lawn areas, parking lots and the street (Kennedy Drive). If a question arises, it should be directed to the Agent or to the Board of Managers for resolution.

3-2. Plumbing System.

1. The Board is responsible for the maintenance, repair and replacement of all water pipes within the common elements of the building and for the hot water heater.

2. The unit owner is responsible for plumbing fixtures within their units, such as faucets, piping below sinks and any plumbing pipes or fixtures not part of the common elements. Unit owners should keep their plumbing fixtures in good condition and promptly repair any leaks as these can quickly raise the building's water costs. Unit owners who do not promptly repair leaks will be fined. Only licensed and insured plumbers are permitted to repair plumbing pipes in units and common elements that would require the water supply of the building to be shut off. A current certificate of insurance and plumbing license must be presented to the managing agent for plumbing repairs within all areas designated as common elements.

If items from units, such as wash clothes, diapers, hair, feminine pads, toys, grease, etc., are washed down drains and cause stoppages in plumbing pipes, the unit owners will be responsible for the cost of unclogging the pipes.

3-3. Heating System.

The Board is responsible for the maintenance, repair and replacement of the boilers and for all heating pipes, valves, etc., to be found within all areas designated as common elements. The unit owner is responsible for the upkeep and maintenance of the thermostat and heating pipes found within their unit. Malfunctioning thermostats must be immediately replaced/repared at the unit owner's expense. Failure to properly maintain thermostat that causes any damages to the

building heating system will result in fines starting at \$25.00 plus any damages and or repairs needed as a result.

3-4. Electrical System.

1. The Board is responsible for the maintenance, repair and replacement of all wiring and light fixtures within the common elements of the building.

2. The unit owner is responsible for the maintenance, repair and replacement of the wiring and light and other electrical fixtures within their unit and requires the work is done by licensed and insured professionals and done according to Cook County building code and standards.

3-5. Cooking Gas System.

1. The Board is responsible for the maintenance, repair and replacement of all gas piping within the common elements of the building.

2. The unit owner is responsible for the maintenance, repair and replacement of the gas piping, including gas valves within their units.

3-6. Building Interior and Exterior Common Elements Maintenance

The Board is responsible for the maintenance, repair and replacement of interior common elements, such as the entrances and exits, staircases, crawlspace common areas, attics, and the exterior common elements, such as the roof and exterior walls.

3-7. Laundry Room and Storage Lockers.

The Board cannot guarantee the daily operation of the laundry machines. In order to keep the laundry equipment in good working condition, the residents are asked to handle them with care. Please cooperate with your neighbors in sharing the laundry machines, particularly with removing each load promptly after the cycle is finished. Others may be waiting to use the machine.

1. Laundry machine rules:

- Only building residents may use the laundry machines.
- The hours of operation are daily, 6:00 a.m. to 10:00 p.m. (or as posted in the laundry room).
- Do not start loads, which will not be completely washed and dried by 10:00 p.m.
- Do not leave clothes in machines for long periods of time or overnight.
- No dyeing of clothes in the machines is permitted.
- No pet washing or grooming allowed in the laundry room or anywhere on common elements.

- Machines must be cleared after each usage. Wipe the washer and dryer clean and remove lint from the dryer filter screen.
- Use the trash container in the laundry room. Do not leave trash on the floor.
- In the event that a laundry machine is not working please contact the number for repairs on the machines.
- Ironing is not permitted in the laundry room.
- No posters, signs or other materials are permitted.

2. Storage lockers. While the laundry room storage lockers are common elements, each locker has been assigned to a specific unit for their use. It is the responsibility of the unit owner or resident to provide a lock for their storage locker. Gasoline, other explosive materials, noxious materials and or any other hazardous/flammable materials must not be stored in the storage locker.

3. Please turn off all lights when leaving the laundry room. Do so you will help save money to keep assessments down.

3-8. Front Entrance Security Buzzer/ Intercom Systems

Each building has a buzzer/intercom system that allows residents in their units to talk with guests at the front door and to unlock the front door to allow them to enter the building. The Board will be responsible for any repairs on the front door buzzer/intercom equipment while each unit owner is responsible for repairs on the buzzer/intercom equipment in their unit.

Chapter 4

Unit Maintenance Issues.

Unit Maintenance Issues.

4-1. Unit Interior Maintenance Requiring Permits or Approval.

The owner is responsible for:

1. Major changes and decoration in interior of unit: Like most cities which require building permits to make major changes in one's house, so certain types of changes within a unit require a permit from Cook County. Unit owners are responsible for checking with Cook County and obtaining any permits. Unit owners must also receive written approval of any major changes or decorations from the Board.
2. Any changes in the exterior perimeter of the unit (i.e. the outer walls, ceiling and floor), which involve more than the interior paint, wallpaper, paneling, carpet or wood floor, require approval from Board. The outer walls, the ceiling and floor are partly common elements and those parts are not the property of the unit owner.
3. Any structural changes to walls (i.e. helping to hold up the building) also require approval from the Board. In most cases structural walls will also be part of the perimeter of the unit and are partly common elements.
4. Approval from the Board is also required for changes to the heating system (i.e. radiator piping, etc.) as the heating system within the unit is part of the common element.
5. Approval from the Board is also required for work on the electrical wiring and fixtures to ensure that the work is done by licensed and insured professionals and according to building codes and Cook County standards.
6. Dishwashers also may require approval from the Board and must be installed by licensed and insured professionals and be in accordance with Cook County standards and building codes.
7. The unit owner can make changes within his/her unit without approval from the Board if it does not involve work named in sections above or affect, alter the common elements.
8. The unit owner is also free to decorate the interior of their unit as they please and are responsible for all such costs and maintenance.
9. If changes in interior walls cause areas of the unit to be insufficiently heated, that is the unit owner's responsibility to correct. The unit is responsible for damage that might result to the common element or other units.

4-2. Unit Interior Maintenance.

Repairs to Interior Walls, Ceilings and Floors:

1. The unit owner is responsible for repairs to the interior surfaces, such as drywall, paint, wallpaper, carpets, caused by water leaks resulting from storms or the aging of the building. They are also responsible for all repairs to interior walls, which are not structural.

2. The Building Board is responsible for repairing the drywall and plaster on the common element walls and ceilings, as well as the common element floors.

3. The Building Board is only responsible for replacing damaged interior surfaces if the damage was caused by necessary repair or maintenance work carried out by the Board's contractors.

4-3. Damages to Other Units or the Common Areas.

1. If your unit is responsible for damaging another unit or the common elements, you are responsible for paying for repairs.

2. If a unit owner, resident, guest or pet cause damage to another unit or to the common elements, the unit owner will be responsible for paying for such damage.

4-4. Perimeter Windows and Unit Entry Doors (Patio/Balcony and Hallways).

1. The Building Boards will not be responsible for the repair of exterior windows and screens, patio/balcony doors and screens and unit entry doors. Unit owners may, at their own expense, upgrade their windows and patio/balcony doors by installing new ones, as long as the color is uniform and the same style as the current ones. Prior to installation they must have written approval by the Building Board. (Illinois Condominium Property Act 4.1/5)

2. Windows glass must remain in good condition i.e. no broken or cracked glass.

3. Screens on windows and patio doors must remain in good condition. (I.e. no holes, tears or missing screens).

4. Unit owners shall not cause or permit anything to be hung or displayed on the outside of window or placed on the interior/outside walls of the building. The Building Board is responsible for painting interior unit doors and must be uniform. (See 7.2 Common Areas). Window treatments exposed to the outside shall be uniform white or off-white color, must be maintained in good condition, and if the same are visible from the exterior of the Unit. Must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly.

4-5. Floor Coverings.

The original hardwood flooring and subflooring cannot be removed or altered compromising the structural integrity of the building. Any alterations or repairs must have written board approval. Uncovered hardwood floors can increase the loudness of appliances; surround sound, stereos, movement, and squeaking floors. Without carpet to act as a soundproofing device, the amount of noise is much greater. This increase in noise can lead to complaints from other unit owners, and the increased possibility of noise related violations and fines.

- When living in a community such as Ballard Court respect for those living in the surrounding units is very important. Community living involves rules and restrictions to insure a peaceful living area. However, when living with a large number of people only so much can be done in the way of limitation and regulation.

4-6. Appliances.

1. The unit owner is responsible for purchasing, installing and maintaining all appliances in their unit.
2. Dishwashers are allowed.
3. Personal washers and dryers are not permitted in the units. Coin operating machines are provided for all residents in the building laundry room.

4-7. Mailbox Locks.

1. To allow the unit owners to maintain the security of their mail, they are responsible for the maintenance and repair of their mailbox locks. They are free to change the locks to ensure that others do not have copies of their mailbox key.
2. The rest of the mailbox is common element and its maintenance is the responsibility of the Board unless damage caused by neglect.
3. Damage to the mailbox door or lock is the responsibility of the unit owner.

NOTE: See Chapter 7 for additional information regarding violation procedures.

Chapter 5

Grounds Maintenance Issues.

Grounds Maintenance Issues

5-1. Planting in Homeowners and Building Community Areas.

1. Landscape improvements are supervised by the Board, directed by the Agent, and made generally in conformance with a landscape design prepared for Ballard Court. Each Building Board is responsible for maintaining the landscaping within the perimeter of the building, including all trees, bushes and flowers. Landscaping and tree expert companies are hired by the Board to handle all the other common grounds landscaping, including cutting the grass.

2. Any landscaping on the common grounds shall require the approval of the Board, which shall approve both the work requested and the contractor doing the work and the building proposing the improvements. The approval requirement applies whether the Association, the Building or a unit owner is paying for the requested work.

3. Residents may not plant trees, bushes, or vegetable gardens.

5-2. Maintaining Attractive Appearance of Grounds.

1. The Association works to keep the complex grounds looking neat and attractive. The residents can help by keeping the community grounds free of all trash and garbage. No clothing, blankets, laundry, rugs, or other articles are to be hung in the community areas.

2. Unit owners are responsible for the actions of their renters, guests and invitees, as well as any fines that may be assessed due to the violations of any rule or regulation.

NOTE: See Chapter 7 for additional information regarding violation procedures.

Chapter 6

Parking Issues.

Parking Issues.

6-1. Permitted Vehicles.

1. Passenger type vehicles.
2. Limousines and taxicabs, owned and operated by an occupant, provided said vehicles are properly licensed by the state and local authorities.
3. Motorcycles and mopeds.

6-2. Restriction of Oversized Vehicle Parking.

1. "Oversized vehicle" means any vehicle, or a combination of connected vehicles including but not limited to trailers, Flat Beds, Box Trucks, RVs, Buses, Oversized Passenger Vans, Commercial Vans, Campers, Trailers, Third/Fifth Wheels, Pull Behinds, Commercial Vehicles, and other similar vehicles that require more than one parking space.

2. No person shall park, leave standing, parked or stopped with refrigeration systems, engines or generators running, any oversized and or commercial vehicle on any parking lot areas or common grounds of Ballard Court HOA.

3. Exceptions shall not apply to:

- Any oversized commercial vehicle actively engaged in the loading or unloading of materials, supplies or goods, in the delivery of goods, wares, merchandise, or other materials for no longer than 30 minutes
- Any oversized vehicle properly displaying both a valid distinguishing disabled placard or license plate and a valid oversized vehicle disability parking permit

4. A person may obtain an oversized vehicle disability parking permit for a specific oversized vehicle to be parked at a specific location and time frame if he or she demonstrates in writing to the HOA Board of Directors an application form that meet each of the following conditions:

- The person owns or lawfully possesses an oversized vehicle;
- The person is a permanent resident of Ballard Court HOA
- The person possesses a distinguishing disabled placard or license plate properly issued pursuant to the State of Illinois
- The proposed parking location does not create or exacerbate a dangerous traffic safety condition.
- Oversized vehicle disability parking permits shall be valid for so long as the person remains disabled.

5. Nuisance Declared: Parked oversized vehicles interfere with and obstruct visual access to streets, traffic control signs and signals,

other vehicles, pedestrians, bicycles and sidewalks, thereby substantially increasing the risk of collisions between vehicles.

6. Parking of oversized vehicles is in violation of this section and constitutes an immediate violation fine starting at \$250.00

6-2. Parking Sticker Rules.

1. Only unit owners who have fully paid accounts will be issued parking stickers. Accounts must be clear of all regular assessments, special assessments, late fees, maintenance charges, etc. Any balance will prevent the unit owner from obtaining their parking stickers.

2. Parking sticker applications must be filled out completely, accurately and signed. All applications must be submitted with a copy of the units current homeowners insurance policy (declaration page only), a copy of the vehicles registration and a copy of the vehicle owners drivers license.

3. Each unit will be issued the maximum of two (2) parking stickers only. Additional stickers will not be issued. Replacement stickers will be issued only when current years parking stickers are returned to the office. If the stickers are not returned or lost the missing/lost sticker number(s) will be void and a replacement fee of \$150.00 will be charged per sticker. NO EXCEPTIONS.

4. Parking stickers must be placed on the inside, bottom right corner, of the front windshield on the passenger side. If stickers are not in the proper place the towing company will tow the vehicle at the owner's expense.

5. All vehicle owners are responsible for attaching the stickers to the vehicle window. Stickers must be affixed to the window as designed by the manufacturer, no tape. Ballard Court is not responsible if the stickers fall off or are stolen and or if the vehicle is towed.

6. Ballard Court will not, under any circumstances, reimburse anyone for towing charges.

7. Any unit that is thirty (30) days past due with unit assessments, special assessments, fines, etc. will have their parking stickers revoked. The towing company will be given the sticker number, vehicle make, model, color and license plate number. They will be given permission to tow any vehicle with the revoked parking stickers, at the owner's expense. NO EXCEPTIONS.

8. If the balance of the account is paid in full, the parking stickers can be reinstated. There will be a fee of \$25.00 for each parking sticker number that is reinstated.

9. Stickers are non-transferable. Any unit giving non-used stickers to other units for extra vehicles will be fined \$50.00 and all the parking stickers for all units involved will be revoked for the balance of the time they are valid.

6-3. Parking Lot Rules.

1. If the Agent has reason to believe that a vehicle has been abandoned it will make an attempt to contact the unit owner whose sticker is on the vehicle. If the attempt fails and or if the vehicle is determined to have been abandoned it will be reported to the towing company and will be towed at the owners expense. Vehicles could be considered abandoned if they have not moved for fifteen (15) days or have a flat tire, external damage, or expired stickers/license plates.

2. No "FOR SALE" signs can be displayed in any vehicle.

3. All vehicles must have current plates and a Cook County parking sticker.

4. The parking lots are not to be used for vehicle repairs that would cause damage or be unsightly, such as changing oils or transmission fluids or taking apart engines. Routine maintenance, such as adding fluids or changing flat tires is permitted.

5. No *car washing* of any vehicle is allowed. The building hoses are not for washing any vehicles.

6. Parking spaces are designed for only one vehicle.

7. Do not park in areas that are not designated parking spaces. There will be no parking in the areas that are designated as "NO PARKING" areas, including the areas in front of the garbage dumpsters.

8. Ballard Court has designated parking for visitors. A temporary visitor-parking permit is valid in visitor parking areas only and valid for up to 72 hours from time of issuance. You must contact your building president to obtain a temporary visitors parking permit. A violation fine of \$250.00 will be issued to the unit owner of any permit found to be un-approved by the building president or altered in any way. Vehicles will be towed without notice displaying any expired, unauthorized or altered temporary visitor parking permit. No exceptions.

9. Ballard Court Condominiums Building Associations and or the HOA will not reimburse anyone for towing charges, no exceptions.

NOTE: See Chapter 7 for additional information regarding violation procedures.

Chapter 7 General Rules and Regulations

General Rules and Regulations

7-1. Reporting Violations, Violation Notices and Penalties. Right to Appeal.

1. Most first time rule violations may result in a warning letter requesting that the violation be corrected. If the resident is a renter, the warning letter will also be sent to the unit owner; therefore both parties will be responsible for resolving the problem. The unit owner will have seven (7) days to correct the violation, depending on the violation. Any complaint which alleges a violation of the Declaration, By-Laws, or Rules and Regulations shall be made in writing. At a minimum, the complaint shall set forth:

- a. The name, address, and phone number of the complaining witness.
- b. The Unit Owner's name, Unit number or address of the Unit where the person or Resident complained of resides.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at the hearings or trial which may be necessary.
- e. The signature and address of the complaining witness and the date on which the complaint is made.
- f. Tenants, guests or invitees of rental units must submit any and all complaints to their landlord (the Unit Owner).

2. The Association recommends that photographs or tape recordings be taken, if possible, to illustrate the nature of the violation. Any such photographs or tapes should be sent with the Witness statement or forwarded as soon as possible including the name of the person who took the photograph or made the tape and the date on which it was taken.

3. When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or it's duly authorized agent. The notification shall be in writing.

4. In the event the alleged violation is not the first violation by the Unit Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner's account, if the Unit Owner is found guilty of the violation.

5. The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declarations, By-Laws, or Rules and Regulations of the Association.

6. If any Unit Owner charged with a violation either believes that no violation has occurred or that he or she has been wrongfully or unjustly charged, the Unit Owner has the right to an appeal.

7. If you believe that you are not in violation of the Ballard Court Condominiums Declaration, By-Laws, or Rules & Regulations, you have the right to a review by the appeals board. To schedule a review, you must contact the managing agent in writing to request an appeals meeting within 7 days of the date of this notice. A notice will then be sent in the mail notifying all parties of an appointment for an appeals hearing date and time. Only residents with appointments will be heard at the appeals meeting. You have a right to present a defense at this time. If you do not present a defense at this time you forfeit the right to do so. The decision of the appeals board is final and binding to the unit owner. Residents will be notified in the mail of the appeals board decision.

8. To Cancel or Reschedule an Appeals Meeting: If you are going to miss a schedule appeals meeting we ask 24 hours notice in advance. If you would like to reschedule an appeals meeting we require a written request within 7 days of the missed meeting. Failure to comply with this deadline forfeits your right to an appeal.

9. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.

10. Physical property damage repair charges will be: the cost to repair, plus labor as determined by the Board, plus a \$25.00 administrative fee.

Any Unit Owner assessed shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for collection. All charges imposed shall be added to the Unit Owner's account, shall become a special assessment against the Unit, and shall be collectible as a Common Expense in the same manner as any regular assessment against the Unit.

11. Time is of the essence of this policy. Notice is deemed served either:

- a) By personal delivery at the time of delivery: OR
- b) By mail deposited in the United States Mail, provided that the notice has been sent by regular first class mail, to the Unit Owner at the Unit address, or to such other address as the Unit Owner shall be previously filed with the Board. For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.

12. The remedies listed are not exclusive, and the Board, may in addition, take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations.

13. Where a fine is imposed, it shall start at twenty-five dollars (\$25.00) for single incidents of violation and or the sum of twenty-five dollars (\$25.00) per day for a violation of a continuing nature depending on the severity of the violation. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED VALID NOTICE FROM THE UNIT OWNER.

7-2. Common Areas.

1. The laundry room storage lockers are common elements that have been assigned to specific units for their use. It is the responsibility of the unit owner or resident to provide a lock for their storage locker.

2. Gasoline or other hazardous/noxious materials must not be stored in the storage lockers or units.

3. There shall be no playing, lounging, parking of baby strollers or playpens, bicycles, wagons, other vehicles, benches, chairs etc., in/on any part of the common areas (i.e. hallways, laundry room or entry ways).

4. Bicycles are not to be chained anywhere on common grounds. Bicycles and deliveries must be taken through the rear entrances of the building.

5. When personal property is left in the common areas it will be removed. The Board will not, under any circumstances, reimburse anyone, for loss of personal property.

6. No drinking or eating is permitted in the hallways.

7. No posting of signs is permitted in the hallways.

8. The hallways are not to be used as a place to congregate or entertain.

9. Walking barefoot in the hallways and laundry rooms is prohibited.

10. It is prohibited to store any personal items in any hallway or stairwell i.e. bicycles, signs, art objects, shoes, mats, etc.

11. Public corridors and stairwells shall not be blocked or used for any purpose other than ingress and egress from units in the building.

12. Personal decorative articles are not permitted on the corridor walls, common/unit doors.

13. Children are not allowed to play in the common areas.
14. No loitering and or playing on the building fire escapes.
15. No loitering, playing, riding bikes, tricycles, scooters, skateboards, etc. anywhere in the north and south park lot areas.
16. Climbing on fences or trees on Ballard Court property is prohibited. Damages caused by such action will be the responsibility of the offender or the case of minors or guests, the unit owner will be responsible.
17. Holiday decorations may be displayed no earlier than one month prior to and shall be removed no later than one month after the date of the holiday.
17. Decorations, which create a safety hazard, are prohibited.
18. No for sale, for rental, religious or political signs should be placed in the windows, posted on the exterior or interior of the building or anywhere on Ballard Court property.
19. No awnings, sun shades, canopies, trellises, shutters, or radios shall be affixed to or placed in, through, or upon an exterior wall, door, window, roof, or any part thereof.

7-3. Door Propping.

1. At no time should a unit door be propped open.
2. Cooking odors shall not be allowed to penetrate any of the common elements. Some cooking odors can be offensive and noxious; therefore it is the responsibility of the resident to make sure the unit is properly ventilated without opening or propping open the unit doors.
3. The emergency fire exit doors should never be propped open. These doors are for emergency use only.
4. Front and back entryway doors should not be propped open. The only exceptions are deliveries and moving in/out of the building. While the door is propped open it may never be left unattended and must be closed immediately after use.
5. Propped open doors are an open invitation for strangers to walk into the buildings. For the security and safety of all residents, DO NOT PROP OPEN ANY DOORS.
6. Violation of this rule and regulation (door propping, emergency fire exit door usage) will result in a warning followed by fines starting at \$500.00. If the problem is repeated, violation notices will continue to be sent until the violation has been corrected and fines will be increased to \$100.00 per additional occurrence.
7. Any fines received from Maine Township or Cook County will be at the violator's expense.

7-4. Fire Alarms.

Individuals caught pulling the fire alarms without cause or damaging fire alarm equipment will be fined \$25.00 plus the cost of the repairs and/or any fines charged to the building from the North Maine Fire Department for a false alarm, etc.

7-5. Littering and Garbage Rules.

1. To help keep the common areas free of garbage, trash and rubbish, the following rules relating to garbage disposal have been adopted.

- a. All garbage must be put inside a sealed tied plastic bag.
- b. The dumpsters are for household garbage only.
- c. No garbage should be left in any common areas, including the laundry room and hallways.
- d. Laundry room garbage containers must not be used for household garbage.
- e. Large unwanted items and Christmas trees must be taken out through the back of the building.
- f. The scavenger service will not pick up any garbage that is on the ground and the complex will be required to remove the excess garbage at an additional expense. Any garbage that is found on the ground will be removed and the cost of the removal will be billed back to the residents in addition to any fines.
- g. All garbage including furniture, carpeting, boxes (please break down to take up less space), etc. must be put inside the garbage dumpster and should never be placed on the ground next to the dumpster(s) or around the garbage area. Appliances like refrigerators, stoves/ovens, dishwashers and air conditioners must be disposed of properly. Fines start at \$250.00 for anyone seen dumping furniture or garbage outside the containers.
- h. Contractors hired to perform construction/remodeling must dispose of debris/construction material privately. Unit Owners/ Residents that are Contractors or work for a Construction/ remodeling company shall not use the dumpsters to dispose debris or material. Violation of this rule may result in fines starting at \$250.00.

2. If a resident does not dispose of their garbage properly and it results in a fine issue to Ballard Court, the fine will be assessed to the party responsible for the abatement of the violation of the ordinance

deemed to be violated. Maine Township Property Maintenance Code ordinance 97-3: every owner and/or occupant of a dwelling unit shall store and dispose of garbage refuse in a sanitary and safe manner. A violation of the ordinance shall be subject to a fine of not less than \$200.00 no more than \$500.00 for each offense. Every day that a violation continues shall constitute a separate offense. The fine for the first violation shall be \$200.00. The fine for the second violation shall be \$400.00. The fine for the third or greater number of violations shall be \$500.00.

3. Littering is a violation of the rules and regulations. The following acts are considered littering:

- a. Junk mail that is thrown on the floor in the entry way or hallways. Residents should dispose of unwanted mail in their private garbage containers.
- b. Cigarette butts, trash, etc. that are dropped on the ground, entryways, laundry rooms or hallways.
- c. Any item discarded as trash left anywhere on the common grounds left for someone else to pick up and dispose of properly.

4. Violations of the littering and or garbage disposal rules will result in an immediate fine plus the additional maintenance expense and any Maine Township ordinance violation fines.

7-6. Alterations.

1. Physical alterations to the exterior of a building are prohibited, i.e.; changing size or style of windows or doors.

2. Interior alterations; see chapter 4 paragraph 1. Unauthorized alterations are a violation of the rules and regulations and are subject to automatic fines beginning at \$100.00. Any maintenance charges to correct the violation or fines charged to the building from Maine Township or Cook County will be at the violator's expense. If work is not completed to the building's specifications or without approval, the Board has the right to make the owner restore the unit to its original design at the owner's expense. Failure to comply will result in the board having the authority to complete any repairs necessary to correct the violation and preserve the integrity of the building at the owner's expense.

7-7. Water Furniture

Unit owners/tenants shall not install or place in the premises any item of "water furniture". Water furniture is any bed, mattress, chair, sofa or other item of furniture that contains as a part of its element any substance in a liquid state.

7-8. Satellite Dishes.

1. Satellite dishes must be installed within the guidelines of the Federal Communications Commission Over-the-Air Reception Devices Rules.

2. The dish can be 39.37" or less in diameter and designed to receive direct broadcast satellite services.

3. There shall be no wires anywhere on the common elements.

4. Any and all damages incurred during the installation are the responsibility of the unit owner and/or the contractor. Repairs will be made at their expense.

5. The unit owner/contractor is also responsible for the removal of the dish if the service is discontinued for any reason. Any damage that may occur during the removal is the responsibility of the owner/contractor.

6. Installation may be subject to local permitting requirements for safety purposes. Any maintenance charges or fines charged to the building from Maine Township or Cook County will be at the violator's expense.

7. No satellite dishes are allowed on the roof or attached to the bricks of the building without written board approval.

7-9. Pets.

Ballard Court Associations have the right to prohibit the ownership of household pets. However if the building approves pets, common courtesy to neighbors is required. Please check with your building Board of Managers prior to pet ownership up to and including any pet sitting. In order to provide a safe, peaceful, and healthy environment for all members of our community, the following rules have been implemented:

1. If a pet is annoying a resident in any way, you are strongly urged to talk to the pet owner yourself.
2. No commercial breeding of animals is allowed.
3. The Board has the authority to order the permanent removal of pets if they become a nuisance or cause unreasonable disturbance with a three (3) day written notice.
4. Only household pets such as dogs, cats, birds and fish shall be kept in any Unit, provided they are not kept or maintained for commercial purposes, and the building board approves.
5. There shall be no more than one (1) dog or two (2) cats allowed in any unit. One additional pet may be allowed, with prior written permission from the Board. Other small household pets i.e. birds, fish, hamsters, etc., may be kept in a unit in conjunction with a dog or cat.
6. No pet is permitted on any Common Elements without a leash. Pets outside an owner's unit must be leashed at all times. No animal shall be leashed to any object on the Common Elements or to any patio railing.
7. No pet may be left unattended outside of the Unit at any time.
8. No pet is permitted to be fed outside a Unit or in any portion of the Common Elements.

9. No pet washing or grooming in the laundry room sinks or in any portion of the Common Elements.
10. Pet owners must clean up all litter and droppings of pets immediately.
11. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage Association property. Dogs shall not urinate on any plants or bushes.
12. A Unit Owner is responsible for the actions of pets of anyone living in or visiting his unit.
13. All attorney fees, and court costs incurred by the Board in enforcing the Association's pet rule will be assessed to the account of the responsible unit owner.

7-10 Noise.

1. Ballard Court buildings are not soundproofed. Residents will hear noise from other units or from the common elements. Out of courtesy to their neighbors, residents should keep the noise level down; especially between 10:00 p.m. and 8:00 a.m. Excessive noise is never acceptable.
2. If a resident has a problem with too much noise coming from another unit or in the common elements (caused by another resident), they should do the following:
 - a. Talk with the individual(s) causing the noise. Explain the problem and see if a solution can be found. (If at any time a resident is threatened, abused or intimidated by another resident, contact the Cook County Sheriff's Department immediately).
 - b. If the problem continues, or cannot be resolved, the resident should call the Cook County Sheriff's Department and file a complaint.
3. The resident then should send a written statement reporting the noise problem along with any supporting documents to the managing agent. THE STATEMENT SHOULD INCLUDE THE FOLLOWING:
 - a. Your name, address & unit number.
 - b. The name and unit number of the resident(s) causing the noise problem.
 - c. The nature of the noise problem.
 - d. The date(s) and time that it has occurred.
 - e. The case number of the complaint filed with the Cook County Sheriff's Department, if available.

f. Any other witnesses to the noise problem with their signed and dated statements along with any other supporting documents.

4. The Board may decide to act as a mediator between the parties involved.

5. If the excessive noise continues, the Board may be forced to seek legal action to evict the offending resident(s) from the building.

6. Parents must control the noise that is made by their children (i.e. running or jumping in the halls or units is not permitted). Children are not allowed to play in the hallways or laundry rooms.

7. Excessive noise will result in a warning followed by fines starting at \$25.00.

7-11. Patios and Balconies.

1. While the balconies and patios are for the exclusive use of the unit owner or renter, their use is governed by the Ballard Court 'Rules and Regulations'. Since they are on the exterior of the building they must be kept neat and maintained in an attractive manner. Unit occupants are responsible for keeping patios and balconies clean and free of clutter, litter and snow.

2. The following items **are allowed** on the balconies and patios:

Outdoor lawn furniture.

Live potted plants and their containers.

a) Plants and plant holders may ONLY be attached to railing if they are securely attached, and with the prior permission of the Board.

b) No hanging plants are allowed on patios, balconies, or Common Elements.

Holiday decorations.

a) Decorations may be installed no earlier than one month prior to and shall be removed no later than one month after the date of the holiday. .

b) Decorations, which create a safety hazard, are prohibited.

c) No external decorations are permitted except for decorations, which can be placed on the patio or balcony and do not require electricity.

d) Any damage to the common elements, patio or balcony will be charged to the unit owner.

No carpeting is allowed to overlap the edge of the patio or balcony or damage the balcony or patio in any way.

3. The following items **are not allowed** to be stored on the balconies and patios:

- Baby strollers or high chairs.
- Bicycles or toys.
- Any furniture that is not made for outdoor use.
- No outdoor cooking devices (grills) are allowed anywhere on the property.

4. No towels, blankets, clothes, rugs, mops, brooms, garbage etc. are allowed on patios or balconies or to be hung from or on balconies, patios, railings or windows at any time.

5. No for sale/for rental signs should be placed in the windows, posted on the exterior of the building or on Ballard Court property.

6. No antennas should be placed on the exterior of the building. No awnings, sunshades, canopies, trellises, shutters or radios shall be affixed to or placed in, through, or upon an exterior wall, door, window, roof, or any part thereof.

7. Patio and balcony railings shall remain intact and the original colors shall be retained.

8. Dust mops, rugs, and the like, shall not be shaken from, nor water or other refuse be disposed of, from patios or balconies.

9. In order to reduce the risk of fire, no outdoor cooking devices are allowed. Gas grills, electric grills, charcoal grills, fire pits and fire chimneys are not allowed. No unit owner or resident will permit or allow anything to be done or kept in his/her unit or in the common elements, that would jeopardize the health and safety of all the residents, or in violation of any law. Pursuant to **International Fire Code 2021 edition** the only grills allowed per the code. Are LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity.

10. Where a fine is imposed, it shall be in the amount of twenty-five dollars (\$25.00) for single incidents of violation or the sum of five dollars (\$5.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED VALID NOTICE FROM THE UNIT OWNER.

7-12. Air Conditioning Units

1. To create uniformity, air conditioning units must be placed in a properly installed 'J' sleeve under the window. No air conditioning units may be placed in the windows and absolutely no new installation through the brick of the building.

2. Authorization is required for the replacement or installation of new air conditioner 'J' sleeves. To obtain authorization, a signed request must be submitted to the Building Board. Approval or denial

will be issued within 30 days. Work must be completed by a licensed and insured professional. All insurance papers must be on file with the office before any work is begun.

3. If the installation does not follow the procedures outlined in the Board's approval letter or done prior to approval, the air conditioner must be removed and the building restored to its original design at the owners expense.

4. Violation of this rule and regulation will result in a warning followed by fines starting at \$25.00. This fine will be due immediately and an additional seven (7) days will be given to correct the violation. If the violation has not been corrected or is repeated a second violation notice and a fine of \$50.00 would be issued. The fine will be due immediately and an additional seven (7) days will be given to correct the violation. Violation notices will continue to be sent until the violation has been corrected and fines will be increased to \$100.00 recurrent at 7-day intervals.

7-13. Residential Purposes.

1. The property should be used for single family housing only. If it is found that a unit is overpopulated creating an unhealthy or unsafe environment, the Association will take appropriate steps to protect its interests including, but not limited to, initiating a Forcible Entry and Detainer lawsuit against the owner.

2. No more than one person may occupy the unit with the owner or the owner's family as a non-rental occupant. However, nothing in this provision shall be construed to allow boarding house type arrangements, individual room rental arrangements, student dormitory arrangements, hotel arrangements, transient occupancy for compensation arrangements, temporary residence exchanges, all of which are prohibited regardless of the presence of the owner or the owner's family member(s).

3. The property should be used for single family housing only. The occupancy of a unit is limited to an occupant's immediate family, i.e.: mother, father, brother and sister. All other family members are prohibited from occupying the premises on a permanent basis.

4. The Illinois Life Safety Code is as follows; one person per every 200 square feet of living space in a residence.

5. If there are more than the allowed people living in your unit and they are guests, the Board must be notified as to how long their stay will be. If it is found that there are more than the allowed persons staying as their primary residence, you may be forced to sell your unit.

7-14. Legal

If a Court of Law determines any of the provisions of these Rules and Regulations to be illegal, unconstitutional, or unenforceable, all remaining provisions remain in full force and effect, any decision regarding other paragraphs to the contrary notwithstanding.

Insert List

1. Residents may not run a business out of their home.
2. Residents are allowed to maintain their personal library, records, accounts, and phone calls.
3. Residents should not set up machinery that overloads the building, creates a hazard, and causes interference or a nuisance.

Chapter 8

Financial Issues

Financial Issues

8-1. Assessment Procedures and Late Fees.

1. Unit owners are required to pay a monthly operating and maintenance assessment as incorporated annually into the Ballard Court Building Association and HOA budget. This payment covers the costs of the Ballard Court Condominium Association. The following regulation govern the payment of assessments:

2. It is important that each unit owner pay his or her HOA and building assessment promptly each month. The assessments are due on the first of each month with a grace period up until the 15th. Please mail HOA payments to Ballard Court HOA, 8997 Kennedy Drive, Des Plaines, IL 60016 or place them in the mail slot located in the front lobby at the same. Building assessment payments shall be sent as directed by the building Board of Managers.

3. If an assessment and or special assessment are received after the close of business on the fifteenth day of the month, the unit owner will be charged a late fee.

The following progression for late payments from January 1- December 31:

- 1st late payment \$25
- 2nd late payment \$50
- 3rd and beyond late payment \$100

4. A \$49.00 service fee will be charged for all returned checks.

5. Service or repair bills determined to be the responsibility of the unit owner are due thirty days from receipt of the bill.

6. Any unit owner who does not pay their regular assessment, special assessment, by the fifteenth of the month in which they are due may receive a thirty-day notice from the Ballard Court attorney. The unit owner will be responsible for the attorney fees.

8-2. Collection Procedures.

1. The Ballard Court Association, through its Board, Agent, and Attorney, has all the rights and remedies provided for by statute, Declaration and By-Laws to operate the complex in a business-like manner. Where necessary, the maintenance of suits for possession of the unit and/or the filing and foreclosing of liens against the unit of the defaulting owner will be instituted. All expenses of the Board in connection with any such action, including court costs, attorney fees, and other fees and expenses, shall be charged to the defaulting unit owner in question. The following collection procedures have been implemented:

2. Delinquency of one or more consecutive monthly and/or special assessments will result in forcible possession of the unit as prescribed in the Forcible Entry and Detainer Act. Each unpaid

monthly or special assessment shall constitute a lien in favor of the Association. The Board can bring suit to collect or foreclose on the lien. All legal fees and associated costs incurred will be the responsibility of the unit owner.

3. Any unit owner that remains delinquent for thirty (30) days will have their parking stickers revoked. The towing company will be advised to tow the vehicles that display the revoked sticker numbers. The towing of vehicles will be at the owner's expense. Ballard Court will not, under any circumstances, reimburse anyone for towing charges.

4. A unit owner wishing to make payment arrangements will be required to sign an agreement stating the amount owed the payment schedule, and the penalties for breaking the payment arrangement.

5. Unit owners unable to pay their monthly assessment on time should notify the managing agent in writing prior to the close of business on the fifteenth day of the month. The written document must be signed by the unit owner and must include the following information:

Reason for late payment.

Details of a deferred payment plan which should propose how and when the assessment(s) will be paid.

6. The Board reserves the right to accept or reject a deferred payment plan. In cases where a deferred payment plan is established, unit owners who fail to abide by the payment schedule will be subject to immediate legal action.

8-3. Special Assessments.

From time to time, it may be necessary for the Condominium Association to assess all unit owners for special projects or unusual expenses in excess of the budgeted amounts.

8-4. Payment Procedure.

Payments of monthly HOA assessments are due from the owners shall be made payable to Ballard Court HOA by check or money order. Building assessments are due as directed by the building Board of Managers. This procedure is facilitated by the Agent's supplying at the end of each year a series of coupons with envelopes for the upcoming year. Other payments due will be covered by special notice from the Agent.

8-5. Sale of Units.

1. The Board has the right and option to purchase a unit that is for sale. This right of first refusal is set forth in the Ballard Court Declaration the right of first refusal may be exercised within the thirty (30) day period prior to the sale. The unit must be purchased on the same terms and for the same price of the proposed sale. The right of first refusal is also applicable for gifts or bequests of units to non-heirs.

2. Any unit owner who wishes to sell his/her unit to a person not related by blood or marriage must give the Board, through the managing agent, written notice of the terms of the contemplated sale no less than thirty days prior to closing.

3. The managing agent, with the Board approval, will issue a waiver of first refusal on the following conditions:

- a. The purchaser(s) have attended a meeting with the managing agent to review and receive a copy of the Ballard Court Declaration, By-Laws, and Rules and Regulations.
- b. The parking sticker form, which will be furnished by the managing agent, has been completed by the purchaser along with any fulfilled requirements.
- c. All assessments and other monies owed to the Association are paid in full.

Fees:

- I. A meeting must be held with the purchaser at least 15 days before the closing date. Any scheduled meetings held within 15 days of closing will require a \$100.00 express fee*.
- II. The purchaser has paid the \$100.00 processing fee in full*.
- III. The seller has paid the \$200.00 paid assessment letter/processing fee in full*.
- IV. Rush paid assessment letter fee (72 hour turnaround) additional \$150.00*
- V. Super rush paid assessment letter- 24 hour turnaround additional \$200.00*.
- VI. The 2 parking stickers issued to the unit have been returned or a \$300.00 dollar deposit has been given to the office. Deposit will be returned if current year stickers are returned to the office prior to closing.
- VII. \$200.00 for questionnaires-22.1 letter *
\$25.00 copy of budget
\$25.00 copy of Rules and Regulations
\$75.00 copy of each Declaration
\$25.00 copy of Articles of Incorporation
\$25.00 copy of year to date income statement versus budget
\$5.00 copy of minutes -each month
Payment must be received prior to processing request. Forms will be faxed or emailed the next business day after receipt of payment.

*= management fees.

4. Upon completion of the above provisions, the managing agent will issue a waiver of right of first refusal within thirty (30) days from receipt of the application. In the event the Board chooses to exercise its right of first refusal; Ballard Court will have thirty (30) days from the receipt of the application for waiver to match the terms of the sales contract.

5. There is a limit on rental of units at Ballard Court and each building has adopted by means of legal recorded minutes any and all restrictions regarding rentals. The association in its entirety may be

over the limit pursuant to the duly recorded Declarations; therefore there may not be rental availability. Advise all potential buyers that the unit may not be available for rental.

6. No, for sale, for rent, or any other type of advertisement sign or notice, shall be placed in the windows, visible from any unit, posted on the exterior/interior of the building or anywhere on Ballard Court property. Violation of this rule will result in a \$250.00 fine plus \$100.00 per day that the sign remains in the window. No lock boxes are allowed anywhere on the common grounds. Violation of this rule will result in a \$50.00 fine and lock box will be cut off.

8-6. Rental of Units

1. Any owner contemplating leasing their unit shall check with the managing agent or board of directors to verify if rentals are allowed. No rentals will be allowed if the limit imposed by the building is surpassed and or rentals are restricted. No rental unit shall be occupied without a copy of the Lease or Renewal of Lease being provided to the Managing Agent and shall include a full back-round check of Lessee(s) along with a copy of the rental license issued by Cook County Building and Zoning.

2. Every unit owner intending to lease a unit shall give the Board at least thirty (30) days prior written notice of the terms of any contemplated lease, together with the name and address of the proposed lessee, and it's or their financial and character references (Full back-round check). in accordance with the provisions of the Ballard Court Declaration Article VIII Section 8.01. the Board shall then, within thirty (30) days either exercise or waive the first right and option.

3. Every board approved lease shall be of 1-year duration, shall be in writing, shall include the attached rider, and shall be subject to the provisions of the Association and approval of the Board. Every lease shall contain a provision that it is subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association as amended from time to time.

4. Owners with written Board approval for rental status shall notify the Board 60 days prior to the date of the lease expiration intending to renew the lease. Doing so gives the Board the right of nonrenewal based on reasonable cause as described above.

5. Each, Board approved, rental unit owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws, and Rules and Regulations of the Association. In addition, the Association shall be given both a signed original and rider to the lease prior to the effective date of said lease signed by all parties up to and including the written Board approval to commence a new lease. Any expenses incurred by the Association in obtaining these documents shall be charged to the unit owner responsible.

6. In the event of violation of the Declaration, By-Laws, and Rules and Regulations of the Association by a tenant, the Board, in its discretion, shall determine what action or actions are necessary against the owner or tenant, as the case may be. When the Board in its discretion determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

7. All unit owners who do not reside in a unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work, as well as the names and phone numbers of those who reside in the Unit. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information shall be charged and assessed to that Unit Owner. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit, and the Board shall not be liable for any loss, damage, injury, or prejudice to the rights of said Unit Owner caused by any delays in receiving notice resulting there from.

8. The provisions of the Condominium Property Act, the Declaration, By-Laws, other condominium instruments and rules and regulations of the Association are deemed to be incorporated in this lease.

9. Failure of the unit owner to comply with this provision will subject the unit owner to legal action and termination of any lease.

10. The Board has up to thirty (30) days to exercise its Right of First Refusal after receipt of written intent to lease a unit by the Unit Owner. Rental status will be issued and or recognized only to units that have provided the Board with written Board approval releasing the Right of First Refusal to grant rental status. No tenant shall be moved into the Association without written prior Board approval. Any unauthorized rental is subject to fines starting at \$500.00 for single incidents of the violation and the sum of twenty-five dollars (\$25.00) per day for the violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED VALID NOTICE FROM THE UNIT OWNER. All legal fees incurred to remove the illegal tenants will be assessed to the Unit Owner.

11. Every lease shall contain the following wording, either typed in the lease or attached as a Rider:

(next page)

Rider to Rental Lease/Crime Free Lease Addendum
(For Procedures/Policies Regulating the Rental of Units)

This rider is added to the attached lease in accordance with the Rules and Regulations of Ballard Court Condominium Association. By this rider the undersigned parties to said lease acknowledge expressly that every lease and the parties thereto shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the above Association and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Managers of Ballard Court Condominium Association shall be a party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of said Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. Resident and Resident's Occupants whether on or off of the property; and Resident's and Resident's

Occupant's guests and invitees, are prohibited from:

- a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
- b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
- c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Illinois Compiled statutes, at any locations, whether on or near the dwelling unit premises.
- d. Engaging in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating as prohibited in, assault as prohibited in, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage,.

2. VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a

violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.

3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.

5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.

6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Resident Signature/Date

Landlord Signature/Date

Resident Signature/Date

Landlord Signature/Date

Building President Signature/Date

Address of Rental Property

Unit #

8-7. Move-in Move-out Procedures

1. Procedure for Move-In and or Move-Out is as follows:
 - a. a. A seventy-two (72) hour notice shall be provided to the Association office prior to moving in/out so an inspection can be scheduled.
 - b. A THREE HUNDRED DOLLAR (\$300.00) fee for possible damage on move-in and move-out shall be made to the Association. Failure to comply will result in an additional automatic THREE HUNDRED DOLLAR (\$300.00) fine.
 - c. An Association employee shall inspect premises for damage.
 - d. Damages caused to Common Elements shall be assessed to the responsible Unit Owner.
 - e. Doors are to remain open only during the delivery or removing of articles and are not to be propped open for any duration of time.
 - f. For security reasons, any suspicious move-in or move-out observed which appears to have not been cleared through the Board should be reported to the agent, or, if not available, to a Board Member.
 - g. In winter months the thermostat in the unit shall not to be turned down below 63 degrees at any time. If found the thermostat was turned off and the unit suffers damage such as frozen pipes, the unit owner will be assessed all damages.
 - h. In the event that a Unit Owner does not notify the Agent of the move-in or move-out of a Unit, the Unit Owner shall pay all costs incurred by the Association, including management costs, for inspection of the premises to determine damage during the move.
2. In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a tenant, the Board, in its discretion, shall determine what action or actions are necessary against the Unit Owner or tenant.
3. All costs and expenses incurred by the Board in connection with any violations under these rules shall be assessed to the Unit Owner involved as part of the Common Expenses.

8-8. Insurance.

1. The Board is responsible for ensuring that the Association is sufficiently protected against the insurable catastrophes. The governing documents indicate what type of insurance the Board must or should obtain.
 - a. ASSOCIATION MASTER POLICY:

The Master Policy provides the Association, with coverage for the buildings. It covers labor and materials for structural repair or replacement, medical payments and liability coverage for the Association. This policy only protects the Unit Owners for losses to the commonly owned property. It does not protect an individual Unit Owner for a loss to him or for a loss of his possessions. Generally, this means that the coverage is only for those items that were originally provided by the developer.

b. UNIT OWNER'S POLICY:

Owners are individually responsible for insuring the personal property in their respective units, their personal property stored elsewhere on the property and their personal liability. This policy is purchased by the Unit Owner or resident to provide coverage for the unit. In the event of a loss, this policy should cover those items not covered by the Master Policy. Residents and owners should not rely on the liability insurance obtained by the Association. In addition to possessions and interior furnishings, the Unit Owner's Policy should adequately cover losses to window treatments, wall coverings (including a second coat of paint, which is not covered on the Master Policy), floor coverings, mirror treatments, light fixtures, etc.

2. Nothing shall be done or kept in any Unit or in the Common Elements, which would increase the rate of insurance for the Building or the contents thereof, applicable for its intended use, without prior written consent of the Board. Owners shall not permit anything to be done or kept in their respective units or in the Common Elements which may result in the cancelling of insurance of the Buildings, or contents thereof, or which would be in violation of any law. Owners of water-filled furniture must provide certification of insurance covering damage, restitution of Common Elements and property of other residents in the event of leakage.

Chapter 9

Management

Ballard Court Condominiums are self-managed and have contracted with a managing agent in accordance with the Declaration.

9-1. Management.

The Managing Agent for the HOA is available by appointment only.

9-2. Telephone Voice Mail.

1. To contact the HOA property Manager, use the voice mail system at (847) 513-3655.

2. If the manager is unavailable, leave a message and do the following:

- Speak slowly and clearly.
- Leave your name.
- Leave your building address including the unit number.
- Leave a contact number.
- Leave your daytime phone number if it is different than your home number.

3. Please allow 24 -48 hours to receive a return phone call from the Managing agent.

4. Tenants, guest or invitees, along with Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors. Harassing behavior, however defined, will not be tolerated. Harassment shall be defined as but not limited to "words, gestures, or actions which tend to annoy, alarm, or abuse another person." To annoy, is "to disturb, irritate" or "cause discomfort," while abuse consists of "insulting, hurtful, or offensive wrongs or acts." The homeowner association Declaration provides the owners the right to the "quiet enjoyment" of their homes. The right to the quiet enjoyment" of their homes is not limited to the freedom from noise, and includes the right to live in the community without being annoyed, harassed, abused, or otherwise interfered with by others.

9-3. E-mail.

The managing agent may be reached by e-mail. Our e-mail address is: ballardcourthoa@yahoo.com

9-4. Holiday Schedule.

1. The managing agent will not be available on the following holidays:

- New Year's Eve and New Year's Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve and Christmas Day

2. Any additions to this list will be posted on the building bulletin boards.

Contents are subject to change without notice. Changes will be posted on the building bulletin board or by other building Board approved methods.

Notes: