

**RULES &
REGULATIONS**

**Lincolnshire Place
Condominium
Association**

Updated 05/28/2024

Welcome to Lincolnshire Place!

As your Association's Board of Directors, we look forward to your participation in Association affairs. Below is some important information which you may need from time to time. Please keep this document handy, as it serves as an easy reference to what is acceptable, and what is not at Lincolnshire Place.

Management Company – Primary Contact for Maintenance Requests, Concerns, Complaints, Financial Information and General Questions

Mperial Asset Management, LLC
110 N. Brockway Street – Suite 320
Palatine, Illinois 60067

LincolnshirePlace@gmail.com
(847) 757-7171 – Phone & Fax
www.Mperial.com

Commission Chairpersons – Board Members serving in the *oversight* capacity for various functions of the Property

COMMISSION

Email Address

Finance – Morry Levin

morrylevin@gmail.com

Operations – Jeff Marcowitz

jeff.marcowitz@yahoo.com

Decorating – Bruce Brenner

bbrenner50@icloud.com

Landscape & Social – Bonnie Benkler

bjbenkler@comcast.net

Board of Directors – Board Members meet quarterly on dates posted to conduct general business for the Association. Board meetings are open for Owner attendance, not participation. Directors hold staggered two-year terms and elections are held annually in November or December.

Norm Newman President nnewman@raineslaw.com

Bruce Brenner Secretary

Morry Levin Treasurer

Bonnie Benkler Director

Jeff Marcowitz Director

In order to provide a general understanding of what is expected of the residents and guests of Lincolnshire Place, these Rules and Regulations have been developed.

Above all, we encourage everyone to use common sense – we are a common interest community. If what you're about to do is not of benefit to the community, don't do it!

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Exhibits:

- A. *Violation Complaint Form* - Fill this out if you witness a violation of these Rules & Regs
- B. *Additions & Alterations Form* – Fill this out 30 days in advance of any work in your unit
- C. *Owner & Resident Information Form* – Fill this out for any changes in your information

1. VIOLATION POLICY

- a. Should a violation of any covenant, condition, restriction, rule or regulation occur, and it is reported in writing to Management, the following steps will be followed:
 1. The Management Company or Association Counsel will notify the Unit Owner who is allegedly in violation of the violation date, time and location and provide a warning or fine at its discretion. The general violation fine policy if not specified below shall be \$50.00 for the first offense, \$100.00 for the second offense, and \$250.00 for three or more of the same offense. The Board, at its discretion, may levy a fine that is commensurate with the with the offense and outside the aforementioned policy.
 2. Any violation resulting in a fine is subject to appeal by the alleged Unit Owner by serving a request to appeal in writing within 10 days of the notice of violation to the Management Company.
 3. If an alleged violation is properly appealed, the alleged Unit Owner will be required to attend the next scheduled Board Meeting to appeal the fine to the Board. The final decision will rest with the Board.
 4. The use of the two garage emergency exit panic buttons for any other purpose other than one warranting a 911 call will result in a \$500 immediate fine to the unit responsible.
- b. Violation Complaint Forms (Exhibit A) are required by the Management Company in order to serve violations on any Unit Owner.
- c. Anonymous complaints will not be pursued.
- d. Enforcement of the Association's Covenants, Conditions, Restrictions, Rules and Regulations is the responsibility of every Unit Owner.

2. MOVING IN & OUT AND LARGE DELIVERIES/PICK UPS

- a. 7 Days advance notice in writing to the Management Company is required for any of the above.
- b. A \$100 moving fee is due and payable to the association prior to any move in/out.
- c. A \$500 deposit is due and payable to the association prior to any of the above. Owners may elect to keep a deposit on file for convenience.
- d. Any person conducting a move in/out, large delivery or pickup must arrange a walk-through before and after the event with one of the Liaisons provided on the contact list from Management. Failure to do so will result in forfeit of \$500 moving deposit.
- e. Any pre-existing damage in the common areas must be photographed by the Unit Owner and delivered to the Management Company *prior to the above*. Any damages not reported prior to the above and noted following will be billed to the Unit Owner.
- f. The Southwest Elevator is the only elevator to be used for any above. The elevator must be padded by the Unit Owner to any of the above. Access to the elevator key and pads is provided by the Management Company.
- g. All above must occur through the outbound overhead garage door. None of the above is to occur through the main lobby doors.
- h. No items shall be dragged, leaned, or slid through the common areas.
- i. Open or unsecured doors must be attended at all times.
- j. All packaging material to be discarded must be broken down entirely and placed in the dumpsters located in the garage level trash room. Materials are not to be placed anywhere except entirely inside the waste or recycle totes/dumpsters.
- k. Stacking or overloading of the building's disposal containers will not be tolerated and will be subject to an immediate fine of \$100 and any additional charges from the waste hauler.

1. Upon completion of the above, the Unit Owner is to notify the Management Company, including any damages caused using photograph. Deposits are returned upon request of the Unit Owner provided no damage occurred.

3. Delivery and Removal of Large Items

- a. Large items are deemed to be any items that cannot be hand-carried, including but not limited to furniture, appliances and TV's, air exchangers that are required with HVAC installations, flooring, carpeting, and workmen's tools and materials.
- b. Unit Owners must provide advanced written notice to the Board and/or management no less than seven (7) days prior to the delivery or removal of any large items. Unit Owners seeking to have large items removed and/or delivered must also submit a \$500.00 refundable fee to management prior to the removal and/or delivery. If such deposit is not submitted, a charge of \$500.00 will be placed on the Unit Owner's account to reflect the refundable fee. The \$500.00 fee will be refunded upon completion of the delivery and/or removal, less any applicable costs to address damage to the property created by such delivery and/or removal.
- c. As close as possible to the arrival of any vehicle to be used in conjunction with the delivery or removal of large items, but in no event more than twenty-four (24) hours prior to the scheduled delivery or removal, the Unit Owner must conduct a walk-through, either with or without a liaison of the Board ("Board Liaison"). The Unit Owner must photograph any existing damage to the property, including but not limited to walls, moldings, carpeting, fixtures, and any other areas or components of the property in the area(s) through which the large item is expected to be moved. Unit Owners are encouraged to photograph anything they are concerned about for their own protection.
- d. Once the removal and/or delivery of a large item is complete, Management will communicate with the Unit Owner and the Board Liaison to coordinate a final walk-through by the Board Liaison to assess any additional damage. The Board Liaison may conduct this walk-through without the presence of the Unit Owner.
- e. Delivery and Removal of Large Items Specific Process and Requirements:
 1. The pre-event walk through can be conducted with or without a liaison.
 2. Delivery and/or removal of large items shall only occur Monday – Saturday from 8:00am to 5:00pm.
 3. The southwest (freight) elevator is the only elevator to be used and must be padded prior to and during any delivery and/or removal. All large items must be moved in and out through the garage and shall not be moved in or out through the entrances of the 400 or 450 buildings. The garage door "outbound exit" and the door to the garage level

South elevator lobby must be opened by the Unit Owner and shall not be left unattended.

4. Any delivery truck must be parked so as not to block ingress or egress to or from the garage or other vehicles. Large vehicles must park in designated loading zones.
5. Large items shall not be dragged through the Common Elements. All large items must be carried or placed on carts or dollies with inflatable wheels only. Large items shall not be leaned on or against walls, and all packaging must be disposed of and removed from the property by the Unit Owner immediately following delivery and/or removal. The floor mats located in the garage lobby shall not be used as door stops.
6. The Unit Owner must accompany all delivery/removal personnel at all times to ensure no additional damage has occurred.
7. Upon completion of the delivery or removal, the Unit Owner must escort the delivery personnel out of the property using the freight elevator if necessary, and ensure the garage is secure when such personnel depart the property.
8. Immediately upon completion of the delivery and/or removal, the Unit Owner must contact (whether via phone, email, text, or other written correspondence) the Board Liaison to inform them that the delivery and/or removal is complete.
9. The Board Liaison will conduct the post-delivery/removal walk-through within twenty-four (24) hours after receipt of notification from the Unit Owner that the delivery and/or removal was completed. After conducting post-delivery/removal walk-through, the Board Liaison will make a report to management indicating the presence or absence of any new damage and will provide photographs and/or other evidence of the same, if applicable.

4. GARAGE & STORAGE USE

- a. The garage parking areas are for the parking of currently registered, insured, operable, and kempt vehicles only.
- b. Each parking space shall be limited to the parking of one vehicle.
- c. Storage cages in the front of the parking area along the wall are permitted with written prior Board approval using the provided Additions & Alterations Form.
- d. No hazardous material shall be stored within the garage, storage cages, or storage rooms including anything that may void or cause an increase to building insurance

coverage.

- e. Use of common electricity for private use shall be subject to fees as adopted by the board on a case-by-case basis.
- f. Vehicles are to be parked within the assigned boundaries of the parking area.
- g. Vehicles are to run only to and from assigned parking areas. No idling.
- h. Parking outside of assigned parking areas is strictly prohibited at any time.
- i. No personal items shall be kept or stored in the common garage or parking areas. Any personal property shall be subject to removal upon written notice at the discretion of the Board or Management.

5. SMOKING

- a. Smoking is not permitted in/on any common area, limited common area (balconies & terraces), or within 15 feet of any entrance/exit to the building.
- b. While smoking within a unit is permitted by law, should it cause a disturbance to any other Unit, common area, or limited common area, it will not be permitted.

6. PETS

- a. Pets shall be allowed pursuant to the Association Declaration.
- b. A \$100 annual fee per pet that at any time uses the common elements shall be due by the Pet/Unit Owner to the Association on January 1st of each year. *This fee does not relieve any responsibilities of the Pet/Unit Owner under the Association.*
- c. Any damage to the common areas caused by pets is to be reported immediately to the Management Company. Any such damage will be the financial responsibility of the Unit Owner.
- d. Any pets using the common elements must be on a lead not to exceed 6' feet in length at all times.
- e. Pets shall be prohibited from being within the fitness room, club room, or terrace. No Owner shall permit any pet to be present in or otherwise access the fitness room, club room, or terrace.
- f. Pets shall not create a disturbance or nuisance to other Residents. Pets may be required to be removed from the property at the direction of the Board with not less than five days written notice to the Unit Owner.

- g. The Owner of any dog permitted to reside in the building shall supply a current photograph of such dog to the Board on an annual basis as determined by the Board. Failure to provide a current photograph of any dog may result in a fine as provided elsewhere in the Rules and Regulations.

7. UNIT ADDITIONS & ALTERATIONS

- a. Additions and Alterations shall be allowed pursuant to the Association's Declaration.
- b. Any addition or alteration to a unit involving the use of powered equipment or a large delivery/pickup shall require advance written approval by the Management or Board using Exhibit B.
- c. Additions or alterations must take place between 8:00am and 6:00pm Monday through Friday, and between 10:00am and 4:00pm on Saturday. No additions or alterations may take place on Sunday or Nationally recognized Holidays or those recognized by the Board.
- d. Additions or alterations to common elements, or limited common elements (balconies and terraces) are strictly prohibited.
- e. Flooring Alterations
 1. Any Unit Owner who seeks to replace currently existing flooring and install any non-carpet flooring in their Unit must install a sound-insulating underlayment beneath the flooring. The underlayment must be compatible with hydronically heated flooring and must also meet the following specifications:
 - Underlayment must provide for an Impact Insulation Class (IIC) rating of at least 65 based on a floor/ceiling assembly of 6 inches of concrete without a suspended ceiling.
 - Underlayment must provide for a Field Impact Insulation Class (FIIC) rating of not less than 60 when used with the same type of floor/ceiling assembly.
 - All such installations are subject to prior written approval by the Association.

8. ASSESSMENTS

- a. Assessments are due on the first day of every month and will be considered late if not received by the Management Company by the 10th of every month.
- b. Late assessment payments shall be subject to a \$25 late fee.
- c. A statement will be sent to any Unit Owner with a late status.
- d. Should a Unit Owner owe an amount totaling two months' assessments or more, the Management Company may refer the Unit Owner to the Association's Attorney for collections action. Collections actions will subject the Unit Owner to additional legal fees.
- e. The Association shall proceed to collect assessments from any Unit Owner to the fullest extent of the Law.

9. NOISE & ACTIVITY

- a. No Resident or Unit Owner shall cause a disturbance to another Resident or Unit Owner.
- b. Door-to-door solicitation for any purpose is prohibited. Violations of this rule may result in a violation notice and fine in an amount as may be determined by the Board.
- c. Residents and Unit Owners are encouraged to communicate with each other regarding disturbances prior to issuing a Violation Complaint Form (Exhibit A) to the Management Company.

10. INSURANCE REQUIREMENTS

- a. Unit Owners are required to carry a minimum of \$100,000 in liability insurance.
- b. The Management Company is to be named as a "Certificate Holder" on the Unit Owner's liability insurance policy and provided with a current certificate of insurance at all times.
- c. Certificates of Insurance for the Building "Master" Policy are available through the Management Company.

11. CLUB ROOM, TERRACE & GYM USE

- a. The Club Room and Gym are available to all Residents from 5:00am to 11:00pm
- b. No Resident shall cause a disturbance to others in these areas at any time.
- c. The Club room and Terrace may be reserved for private use through the Management Company. There is a \$100 non-refundable fee to reserve these areas for 24 hours. These areas are not available for private reservation on nationally recognized holidays, or those recognized by the Board. The Board may grant exceptions on a case-by-case basis. The fee does not cover cleaning of these areas. They must be returned in the same condition as they were prior to the reservation. Repair and/or cleaning costs may be assessed to the Unit Owner for any damages or cleaning required following a reservation.
- d. The Gym equipment is to be used *at your own risk*.
- e. No persons under 18 shall be allowed in the Gym unless accompanied by a parent.
- f. Any broken equipment is to be tagged “out of order” and reported promptly to the Management Company.
- g. The Terrace furniture is to be replaced in an orderly fashion following use.
- h. There is no bathing, swimming, playing, or dipping in the water feature.
- i. Use of the terrace grill is permitted provided it does not cause a disturbance to other Residents.
- j. Any resident using the grill must entirely clean the grill following use. The grill must be run at full power for 20 minutes after grilling, and the grilling surface wire-brushed clean of any residue thereafter. The lid and handles are to be wiped clean of any residue.
- k. No amplified sound (other than installed) is permitted in the Gym, Club Room, or Terrace areas. In any event, no disturbance may be created to another Resident by use of installed sound systems.

12. GARBAGE & RECYCLING

- a. The building provides facilities in the garage for recycling. All recycling must be clean and loose prior to removal from any Unit.
- b. The building has trash chute rooms, central to each floor. All trash must be contained in a water-tight 13 gallon or smaller bag prior to removal from any unit.

- c. No trash or recycling is to be left in any trash chute room or outside of any trash or recycling container.
- d. No trash or recycling is to be piled atop any trash or recycling container. If there is not sufficient room in the container(s), wait until the next pick-up occurs prior to disposal.
- e. If a Unit Owner's trash or recycle needs exceed one 13 gallon bag per day, contact the Management Company. Special fees may be assessed for additional/special pickups.
- f. Any cardboard boxes must be broken down entirely and placed inside the dumpsters in the garage level trash room.

EXHIBIT A

VIOLATION COMPLAINT FORM

I, _____ resident of unit _____ at
Lincolnshire Place, witnessed the following violation at ____:____ am/pm
on ____/____/____ by _____, resident of unit
_____.

VIOLATION WITNESSED:

Article # _____ Paragraph _____

Narrative:

Signed _____

Incomplete submissions will not be processed.

Please submit this completed form to LincolnshirePlace@gmail.com or fax to (847) 757-7171

EXHIBIT B

ADDITIONS & ALTERATIONS FORM

I, _____ Owner of Unit _____ intend to make additions and or alterations to my Unit pursuant to the summary below and attached specifications. I understand I am fully liable for any damages resulting out of the work, must await written approval from the Board and/or Management Company, and should obtain certificates of insurance from any/all contractors to limit my liability.

PROPOSED ADDITION/ALTERATION:

Application Date: ____/____/____

Start: ____/____/____

Complete: ____/____/____

Signed

Approved

Date Approved

EXHIBIT C

OWNER & RESIDENT INFORMATION FORM

Date: _/_/_____ Unit # _____ Parking Space #(s) _____

Unit Owner: _____

Mailing Address: _____

Email Address: _____@_____

Additional Residents: 1. _____

2. _____

3. _____

Vehicle(s): 1. _____

2. _____

Make Model Color Plate #

Pet(s): 1. _____

2. _____

Name Breed Tag/License #

Emergency

Contact: _____

(has key) Name Phone

Please Return this form to 847-757-7171 or LincolnshirePlace@gmail.com