

# **PALATINE STATION CONDOMINIUM ASSOCIATION RULES & REGULATIONS**

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## **ARTICLE I – INTRODUCTION/INFORMATION**

### **1.01 INTRODUCTION**

Palatine Station Condominium development (“Palatine Station” or “the development”) is, in effect, a mini-village within the Village of Palatine. As such, it requires an organization to provide for its needs and services; enforce its rules and regulations; protect the property value of the development; provide for each resident’s quiet enjoyment of his/her Unit (hereinafter, “the Unit” or collectively “the Units,” as those terms are defined in the Declaration of Condominium Ownership) and the development; and encourage a sense of community within the development. Palatine Station Condominium Association is that organization.

### **1.02 ASSOCIATION**

#### **What is the Association?**

The Palatine Station Condominium Association (“Association”) is an Illinois, not-for-profit corporation established under the laws of the State of Illinois, including the Illinois Condominium Property Act, and governed by the provisions of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws and all amendments thereto. Together with these Rules & Regulations, the Declaration and Bylaws of the Association are sometimes hereafter referred to as “the governing documents” of the Association.

#### **What does the Association do?**

The association was established to provide for the shared needs and services of Palatine Station and the enforcement of the development’s rules and regulations. The Association thus provides for the administration and operation of the Palatine Station Condominium Association, including attending to the daily activities, maintenance, financial planning, budgeting, assessments, insurance and taxes of the development. In addition, the Association provides for the maintenance and repair of the Common and Limited Common Elements, which includes but is not limited to contracting for snow removal and landscape maintenance.

#### **What doesn’t the Association do?**

Neither the Association nor its Board (see Section 1.03 below) mediates personal disputes between or among homeowners. If a problem arises between Unit owners or residents that is not covered under the governing documents of the Association or that does not fall under the authority of the Association, it is the responsibility of the owners and/or residents to address the problem between themselves.

How does the Association do this?

Although the Association, through its Board of Directors (section 1.03), administers and develops the Rules & Regulations for the Association, the day-to-day management of the Association's affairs is carried out by a private management company, currently Lieberman Management Services, Inc. (section 1.04).

1.03 THE BOARD OF DIRECTORS

What is the board of directors of the Association?

The Board of Directors ("Board") is comprised of five members, each elected by his/her fellow owners in accordance with the Bylaws of the Association. These directors then, in turn, elect from among themselves four officers (president, vice-president, secretary and treasurer). Like the board of any other corporation, the Palatine Station Board administers the affairs of the Association. The Board is not, however, a police department, a landlord or a security and maintenance service. Calls and complaints should go directly to the property manager.

1.04 PROPERTY MANAGEMENT AGENT

The Association employs a professional management company ("Property Manager") to assist and advise the Association in all matters. The management agent's general responsibilities include

- A. Handling daily problems.
- B. Controlling disbursements and collection of assessments.
- C. Advising any and all owners on any problems relating to living within Palatine Station.

1.05 REQUESTS FOR SERVICE

Complaints or requests for service that are the responsibility of the Association should be referred to the Property Manager as follows:

- A. For regular, non-emergency calls, contact Customer Service at MPERIAL ASSET MANAGEMENT, LLC during regular business hours (i.e., between 9:00 and 5:00 p.m.) by dialing: (847) 757-7171, or emailing Mperial at: [PalatineStation60067@gmail.com](mailto:PalatineStation60067@gmail.com)
- B. For emergencies, contact Mperial's call center at the same number: (847) 757-7171 **Note** that emergencies are defined as:
  - Fire – *call 911 first*
  - Floods
  - Leaks
  - Major garage door problems
  - Major irrigation problems

## **ARTICLE II – GUIDELINES FOR COMMUNITY LIVING**

### **2.01 OCCUPANCY**

Each Unit shall be used as a residence for a single family or such other uses as permitted by the Declaration and for no other purpose.

### **2.02 COMMERCIAL USE**

A. The Declaration provides for each Unit in the development to be used for “residential purposes only.” Therefore, Unit owners/residents are specifically prohibited from undertaking the following commercial activities at their Units or elsewhere in the development:

1. Sales traffic to or from the Unit;
2. Business activity resulting in an increase in Association liability;
3. Outside employees visiting any Unit;
4. Warehousing or retailing of goods within any Unit; or
5. Nuisance created for other residents from such a business being maintained.

B. The restrictions against commercial activity notwithstanding, the Declaration does not prevent Unit owners/residents from maintaining a professional library or other business incidentals in the privacy of their respective Units. The Association’s interpretation of this policy within the Declaration is such that it would allow for a consultant or other professional to “work from home” at his/her Unit, using phones, modems, computers and fax machines, so long as none of the activities proscribed in section 2.02 (A.) above are undertaken at the Unit or elsewhere in the development.

### **2.03 ESTATE/GARAGE SALES**

Estate/garage sales are not permitted.

### **2.04 REPAIRS AND COMMON ELEMENTS**

Owners are responsible for maintaining any and all items within their Units and Limited Common Elements including plumbing fixtures and appliances. Any pipes, electrical conduits or other structures/systems/components located within the walls and servicing more than one Unit are considered Common Elements (and not Limited Common Elements). Any costs associated with damage to piping or other common elements caused by a Unit owner or a guest or lessee of a Unit are the responsibility of that Unit owner. Likewise, any damage to a Unit or Limited Common Element of a Unit caused by another Unit owner, occupant, or lessee is the responsibility of those Unit owners through their respective insurance companies or any other means worked out amongst those Unit

owners. The association bears no responsibility for intervening in or mediating such disputes.

## 2.05 DRIVING WITHIN PALATINE STATION

All streets within Palatine Station are public roads, and traffic laws are enforced by the Village of Palatine. However, the private roadways located behind the buildings of Palatine Station are part of the Common Elements and are subject to the rules and regulations established by the Board.

- A. The speed limit on private roadways that are part of Palatine Station is 10 mph.
- B. At no time should fire hydrants, mailboxes, or walkways be blocked.
- C. Each garage door in the development must remain closed when the garage is unattended.

## 2.06 PARKING GUIDELINES

Like the private roadways, the parking areas behind the buildings in the development are common elements of Palatine Station. The parking rules and regulations for the Association are designed to promote the safety and security of the residents and to maintain the appearance of the property to the highest standards. These regulations cover vehicle registration, permitted vehicles, permanent parking, guest parking privileges and enforcement procedures. The Board sincerely requests your cooperation in adhering to the following parking related rules and regulations.

- A. Permitted and Non-Permitted Vehicles  
Permitted vehicles may park in the spaces in the development marked for parking. Parking, maintenance or storage of Non-Permitted Vehicles on any portion of the property is expressly prohibited.
  - 1. Permitted Vehicles
    - a. Any non-commercial passenger type vehicle that has a valid license plate or application and does not otherwise fall into one of the categories of Non-Permitted Vehicles (see subparagraph 2 of Section 2.06A).
    - b. Notwithstanding subparagraph “a” of this subsection “1,” a commercial vehicle can be parked in designated parking areas of the development if one of the following two circumstances applies:
      - 1) the vehicle also serves as the resident’s primary source of personal transportation; and if the vehicle has visible painted or affixed advertising, it is parked in an area not visible from a public street; or

- 2) the commercial vehicle is doing business with a resident during normal business hours, so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident or the Association.

2. Non-Permitted Vehicles

- a. Any vehicle not in working condition.
- b. Any vehicle not properly licensed.
- c. Hearses, regardless of personal or commercial use.
- d. Recreational vehicles, including trailers, campers, mobile homes, boats and trucks with camper backs.
- e. Tractor cabs and trailers.
- f. School or church buses or vans.
- g. Trucks in excess of one (1) ton.
- h. Any vehicle not capable of fitting in the relevant Unit owner/resident's garage.
- i. Any vehicle transporting dangerous, flammable, hazardous, corrosive or explosive cargo.
- j. Portable storage units.
- k. Any abandoned vehicle (see paragraph "D" of this section 2.06).

B. Registration and Permits

All vehicles must display a Palatine Station permit sticker at all times. Parking permit stickers will be issued to each Unit owner after they register their vehicle(s) by completing the Vehicle Registration Form. A new registration form must be completed when an owner adds or changes vehicles.

The permit sticker should be placed in the top right corner of the rear windshield. If this area is not available, the sticker may be placed just above the Village windshield sticker. There is a \$10 fee for replacing lost permit stickers.

C. Guest Passes

Any and all vehicles parked on the property for more than forty-eight (48) hours, without advising the Property Management Company, in advance, may be deemed trespassers and may be removed. If a vehicle is to be parked for a period longer than 48 hours, a guest pass must be obtained from the management agent.

Requests for guest vehicle registration shall include:

1. The host Unit owner/residents' name ("Host Owner/Resident"),
2. Palatine Station Unit number,
3. telephone contact information for the owner/occupant,

4. vehicle owner name,
5. description of guest vehicle,
6. state of guest vehicle's registration,
7. Guest vehicle's license number, and
8. date(s) that guest vehicle will be parking on Association property (limited to one week without a waiver from the Board).

Unit owners or lessees will assume responsibility for the improper actions/inactions of guest vehicles so registered.

**D. Abandoned Vehicles**

Abandoned vehicles may not be kept in the development. An abandoned vehicle shall be considered to be any vehicle which:

1. is in a state of disrepair rendering it incapable of being driven in its present condition;
2. has not been used or moved for seven (7) consecutive days or more;
3. does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or
4. is such that the acts of the vehicle clearly indicate it has been abandoned.

**E. General Rules**

1. Vehicles may not be parked with a cover over the vehicle.
2. Vehicles may not occupy more than one parking space.
3. Handicap-designated parking spaces are reserved for vehicles carrying a license plate, permit, or other documentation issued by a government authority designating them as eligible for parking in such spaces.
4. Vehicles may not be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the property. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles.
5. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the property. There shall be no parking or routes of passage across any other portions of the property, including all lawn areas and sidewalks.

6. If any vehicle is obstructing passage, the owner will be contacted. If no contact can be made or if the identity of the owner cannot be determined, the vehicle will be immediately towed at the owner's expense.
7. No engine maintenance or bodywork shall be performed on any vehicles parked on any Common Area or Limited Common Area.
8. All vehicles shall be moved at the request of the Board or managing agent when necessary to facilitate snow removal.

**F. Enforcement**

1. In the event of a violation of these rules, the Board, or its duly authorized agent, shall send a notice of violation to the Unit owner and/or shall affix a parking violation notice to the vehicle. Any parking violation notice, which is affixed to the vehicle, shall contain such information as the Board deems appropriate. Any such parking violation notice issued may, at the discretion of the Board of Directors, be either in the form of a warning or a notice of a hearing for the purpose of levying a fine in accordance with the rules and regulations of the Association.
2. In addition to providing a notice of any violation in accordance with the above provisions, the Board may also take any and all of the following actions:
  - a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. All such records shall be kept by the Association in the manner designed by the Board.
  - b. Identify or attempt to identify the Unit owners whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  - c. Identify or attempt to identify the vehicle owner, if not a Unit owner, and notify that owner of the violations.
  - d. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
3. In addition to the other provisions for enforcement contained herein, Vehicles violating the provisions prescribed in this document shall be subject to towing at the owner's expense and, when applicable, to ticketing by the appropriate public enforcement authority pursuant to the following:

- a. When a vehicle has been abandoned on Common Elements and notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice.
- b. When a vehicle is parked in a manner which presents an immediate danger to the development or to the health, safety and welfare of any person thereon, the vehicle may be towed without notice.
- c. Any time a vehicle is towed pursuant to these rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Unit owner, the costs and expenses may be assessed to the Unit owner as a common expense.
- d. The Board, or its duly authorized agent, shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agent for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.
- e. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these rules.

## 2.07 STORAGE

Storage of personal items is limited to storage areas available within each Unit at Palatine Station.

## 2.08 PETS

The conduct of all pets visiting, owned by or cared for by a Unit owner/resident must be such as not to interfere with the rights and privileges of other owners/residents. The following procedures, rules apply to pets, pet litter, pet damage and pet restraint:

- A. In accordance with the Declaration, no more than two pets, except for aquarium fish, are allowed per Unit. No animals may be kept, bred or maintained for any commercial purposes.
- B. All pets must be registered with the Board and must be registered, licensed and vaccinated as required by the Village of Palatine, Cook County and the State of Illinois.



- C. All pets must be leashed while being walked outdoors or on any Common Elements.
- D. Pets may not be left unattended outside the Unit or on rooftop decks, balconies or patios at any time.
- E. Pets shall not be permitted to urinate or defecate on a Unit's balcony, rooftop deck, or patio.
- F. Pet owners or, when applicable, pet attendants, must clean up after pets immediately. Pet owners will be responsible for paying costs for repairing damage caused by pet waste on Common or Limited Common Elements.
- G. No pet shall be allowed to create a nuisance or unreasonable disturbance or damage any Common Element or the property of any other resident.
- H. All owners are responsible for the actions of their pets as well as those of visiting pets. The costs of repairs of any damage caused by a pet to the development shall be assessed to the Unit owner.
- I. Any Unit owner, resident noting litter or damage to any part of the development caused by a pet, should report the litter or damage, in writing, to the Association, identifying the pet and the owners of the pet, or, if ownership cannot be determined, the Unit in which the pet is kept. The Association, upon written notification, shall notify the pet owner, if known, the Unit occupant and the Unit owner of the litter and/or damage caused to any property. Notification shall be by mailing or delivering to the above-mentioned parties a copy of the notice.
- J. Due to potential health and safety concerns, the feeding of birds and other wild animals, unlicensed or unregistered pets is strictly prohibited.

## 2.09 ROOFTOP DECKS, PATIOS AND BALCONIES

Rooftop decks, patios (including ground floor patios), balconies, stoops [i.e., the large, single step directly in front of the front doorway], stairwell platforms [i.e., the stoops at the top of elevated front entrances] are Limited Common Elements. That is, they are areas of exclusive use of the applicable condominium Unit. However, such Limited Common Elements remain subject to the rules and regulations regarding their use, including:

- A. Outdoor furniture and barbecue grills are allowed on rooftop decks, balconies and patios. Tan, gray or black fitted covers may be used. As a safety precaution, lighted barbecue grills may only be in use while attended by an adult. A fire-resistant material least 18" larger in circumference than the grill must be under any grill in use. A working fire extinguisher must be on hand any time a grill is in use. Unit owners will be responsible for paying costs to repair damage to

Common Elements, including Limited Common Elements caused by grease, fire or smoke from grills.

- B. Ceramic pots used for cooking or outside heating, commonly referred to as “chimeneas,” or other wood-burning stoves or grills are not permitted on the Common Elements, including Limited Common Elements, of the development.
- C. No heaters or torches of any kind are permitted on the Common Elements, including Limited Common Elements of the development.
- D. Planter boxes, pots, and hanging baskets (hereinafter collectively referred to as “planters”) are allowed on rooftop decks, patios, balconies, stoops, and stairwell platforms, provided they face the Unit, are not permanently affixed, do not hang into the Common area, and conform to the aesthetics of the community as determined by the Board of Directors. All dead planting and damaged planters must be removed promptly. The Association shall not be responsible for repairing or replacing damaged planters placed in the above-mentioned areas.
- E. The following additional provisions apply to front stoops and stairwell platforms:
  - 1. No more than two planters shall be displayed on each Unit’s stoop or stairwell platform.
  - 2. No garden fruits or vegetables shall be displayed in the front of each Unit.
  - 3. Planters shall be removed and stored inside the Units between November 1 and April 15 each year.
  - 4. The color of planters shall be earth tones, which for this purpose is defined as brick, natural cement, black, green [of a hue that matches the building’s exterior green components], natural clay, or natural wood.
  - 5. Planters are not to be placed in the direct flow of foot traffic. An adequate area must be left open for entering and exiting each Unit.
  - 6. The top of each planter shall not exceed 3 feet in height.
- F. No grills are to be left overnight on the ground floor patios. Patio furnishings are permitted on ground floor patios.
- F. No resident may install a canopy or awning on a balcony, rooftop deck, patio or penthouse unit.
- H. Patio umbrellas and swings with canopies are permitted. Those comprised of a material that is neutral in color (i.e. white, tan, and beige) do not require prior approval. Those made of materials of other colors are not permitted if they are to be visible to other residents or from surrounding streets.
- I. No resident may install a hot tub, whirlpool bath, swimming pool, or other similar item in the Common Elements, including Limited Common Elements.

- J. Painting of any portion of a balcony, rooftop deck or patio is prohibited. Unit owners may apply a protective finish that is clear and either colorless or tinted in a neutral shade to the deck portion of their rooftop deck or balcony, provided the process does not damage the roofing materials underlying the deck (in the case of a rooftop deck) or the exterior walls or road surface (in the case of a balcony).
- K. Placement of any item on a patio or rooftop deck in such a manner that it blocks the view from an adjoining Unit is prohibited.
- L. Unit owners shall be held responsible for paying the cost of damage to Common Elements, including Limited Common Elements caused by furniture or personal items left on rooftop decks, balconies or patios or by application of protective wood finish (as noted in section H above). Damage caused by wind or falling objects is of particular concern, especially during storms.
- M. Unit owners/lessees hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims related to lost or damaged furniture, planters or other personal items left on rooftop decks, balconies or patios. Unit owners/lessees shall maintain items in the Limited Common Elements pursuant to this section 2.09 at their own risk.

## 2.10 ALTERATIONS

- A. No alteration of any kind may be made to the exterior portion of any building, any landscaping or any other part of the Common Elements, including Limited Common Elements, in the development.
- B. Any change within a Unit which alters the structure of the dwelling Unit or increases the cost of insurance required to be carried by the Association in any way must also be approved by the Board prior to work being started.

## 2.11 INSTALLATION OF SATELLITE DISHES AND OTHER OVER-THE-AIR RECEPTION DEVICES

No antenna, dish, wire or other mechanical systems/components for Over-the-Air Reception Devices (“OTARD”), such as those related to standard or high definition television, satellite television, amateur radio (HAM), Citizens Band, cellular phone or computer networking (collectively, the “devices”), shall be installed on the exterior of any building in the development by any Unit owner/resident without the prior, written consent of the Board.

Unit owners (or Unit residents bearing the written authorization of the relevant Unit owners) desiring to install such a device shall petition the Board by sending a letter to the Property Manager that describes the proposed installation in detail. Only installations that conform to the following shall be approved by the Board:

- A. For safety reasons, all such devices shall be installed:

1. In a non-permanent fashion to an exterior side of the penthouse structure facing the interior of the rooftop, or to the floor of the rooftop deck, that is a limited common element of the Unit for which the OTARD service is desired;
  2. Any such device affixed to the exterior side of the penthouse structure shall not be placed in such a way as to break the plane of the top of that penthouse structure;
  3. Under no circumstance shall any such device be installed at ground level, affixed to a patio or window, affixed to the railing of a roof top deck or placed on the side of any building in the development;
  4. Notwithstanding the above, under no circumstance shall the placement of any such device block the exterior view of any other Unit owner/resident in the development;
- B. All such devices shall have a neutral color (i.e., black, white, grey, tan) and, in particular, any such device installed on the side of a penthouse structure shall have a color that closely matches the color of the penthouse exterior;
- C. The size of any such device affixed to a penthouse structure shall not exceed 18 inches in length (or, as appropriate, 18 inches in diameter);
- D. The installation of any such device that penetrates a building wall in order to install wiring or other mechanical components/systems therein shall make use of a sleeve, conduit or equivalent system;
- E. The installation of any such device shall be undertaken by an appropriate certified/licensed, professional installer;
- F. Any cables associated with the installation of any such device that are placed along the side of the relevant Unit owner's building shall be black in color and shall be affixed to the building in a workmanlike manner and in a way that blends well with the exterior appearance of the building, and under no circumstance shall any such cables be routed through the interior of a building's water drainage gutter(s);
- G. Following the termination of a given Unit owner/resident's OTARD service, that Unit's devices shall be immediately removed, and the area of the building on which the devices were installed shall be restored to its original condition and appearance, by the Unit owner/resident at his/her sole expense; *and*
- H. The owner(s) of any Unit for which such device is installed shall assume all responsibility and liability for any damage and/or injury caused by the installation, operation and/or removal of any such device and associated equipment.

## 2.12 EXTERIOR LIGHTS

Unit owners/lessees are responsible for replacing the light bulbs for the exterior lights located at the front and rear of their Units. Only bulbs that are clear, colorless, and of the

same shape and wattage as those originally installed by the builder are allowed. Burned out bulbs should be replaced within 7 days after occurrence.

#### 2.13 EXTERIOR DECORATIONS

- A. Permanent, exterior door decorations are prohibited. This includes, but is not limited to, wreaths, stickers, and weather stripping.
- B. Holiday decorations may be hung or displayed on front doors and balconies no earlier than four weeks prior to the holiday and no later than two weeks following the holiday.
- C. Door hangings must be installed without damaging the door's finish. Nails, screws or holes in doors are not permitted. The Association, at the Unit owner's expense, will repair any damage to exterior doors and door frames that may be caused by such attachments.
- D. No decoration shall hang over into a Common Element.
- E. Decorations that create a safety hazard will not be permitted.

#### 2.14 SIGNS

- A. Non-governmental signs other than those advertising a Unit in the development as being for sale or lease are prohibited anywhere in the development, including in the windows of individual Units.
- B. For Sale/Open House Signs
  - 1. A Unit owner/lessee may display at most two (2) signs, one in a window facing the front of the Unit, the other in a window or patio door facing the rear of the Unit.
  - 2. No other signs are permitted under these rules and regulations other than two (2) signs representing an open house and/or sale of the Unit.
  - 3. All signs must be professionally printed.
  - 4. No sign may exceed six (6) square feet in area.
  - 5. The Board reserves the right to either limit, modify, amend or revoke sign rules at any time, upon due notice to the members of the Association. All Unit owners having open houses are responsible for the conduct and compliance of their realtors or agents.

## 2.15 DISPLAY OF THE AMERICAN FLAG

### A. Definitions:

1. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.
2. A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

### B. In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules & Regulations governing the display of American and Military Flags:

1. The display of any other flags, banners, pennants, posters, or like hangings is strictly prohibited.
2. The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.
3. Unit owners/lessees may display the American/Military Flag from the balcony/patio railing or the American/Military Flag may be mounted to the wood trim around the front door. Flag brackets, painted black, may only be attached to the balcony railing or wood trim. Flag brackets shall not be affixed to the balcony/patio brick walls or anywhere else. Flags may be no larger than four (4) feet by three (3) feet. No flag may extend so that the end protrudes more than four (4) feet from the exterior wall of the residence to which it is attached. All flags must be maintained in good condition and should not be displayed on days when the weather is inclement, except when an all weather flag is displayed. Unit owners displaying the American/Military Flag at night shall illuminate the Flag using the Unit's existing, unmodified, builder-installed exterior light fixture.
4. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the flagpole or mount.

5. Once installed, the Unit owner will be responsible for the maintenance of the pole or mount. If additional cost is required to maintain the portion of property on which it is installed, the Board may assess this cost back to the Unit owner.
6. The Unit owner shall be responsible to fund the entire cost of any maintenance, repair or replacement to the property resulting from installation of the flagpole or mount. In addition, the owner must restore the property to its original condition upon removal of the flagpole or mount if necessary. Owner does hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims for maintenance or damages to the flag or flagpole or mount. Owner shall display any flag at their own risk.
7. The Unit owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the flag pole or mount, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the flagpole.
8. The flagpole or mount must be installed in strict compliance with these Rules & Regulations. Any deviation from these Rules & Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the flagpole or mount by the Association without notice. All costs of removal and restoration shall be borne by the Unit owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized flagpole or mount shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the flagpole in conformance with the Rules & Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

#### 2.16 WINDOW TREATMENTS/COVERINGS

Unit owners shall, within ninety (90) days after occupancy by owner or lessee, assure that acceptable window treatments are installed on windows and patio doors. Acceptable window treatments are limited to the following: curtains/draperies, window shades (other than those marketed and sold as temporary shades), and horizontal or vertical blinds. The outside-facing surface any window treatment must be neutral or wood tone. No other window treatments are permitted. Unacceptable window treatments shall be promptly removed upon demand by the Association and at the owner's expense.

## 2.17 WASTE CONTAINERS

Waste containers, including garbage bins, bags and recycling bins, may only be placed outside of a Unit's garage and no earlier than 7:00 p.m. the night before collection during Daylight Savings Time and no earlier than 4:00 p.m. during Central Standard Time. They must be returned to the Unit's garage by the evening of the day of collection.

## **ARTICLE III – LEASING RULES**

### 3.01 LEASING OF UNIT

Prior to leasing of a Unit, all owners must:

- A. Give prior notice to the Board and/or management of intention to lease, whereupon the Board shall provide the Unit owner a prescribed lease form and lease rider which shall be added to the lease and shall be signed by all parties executing the lease. Thereafter, the Unit owner shall deliver a copy of the signed lease and lease rider to the Board or managing agent within ten days after it is executed and prior to occupancy.
- B. Notify the Association's Board or managing agent of all current occupants of the Unit. This notification shall include the names of each occupant, but the phone number of the Unit, the number of vehicles used by the occupants, the number and type of any pets (if permitted) and so on.
- C. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Unit owner is ultimately responsible for his tenants to abide by all provision and a restriction imposed by the Association's governing documents, whether he resides in the Unit or not. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible.
- D. All tenants must be given a copy of the governing documents, including all Rules & Regulations that have been adopted by the Association's Board. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residence and are obligated to obey the provisions of the documents.
- E. All tenants should be advised of the operational structure of the Association, that a portion of their rent is used to pay the monthly Association assessment on the Unit and what that assessment is used for.
- F. Increasingly, many Association boards are encouraging tenants to participate on the committee structure of the association. Even though the tenant has no vote on Association matter, by virtue of their residency, they are part of the community and may be allowed and encouraged to participate in the Association's activities.



- G. All applicants for rental should complete a tenant application form. It is important to ensure that all the information necessary to make a good judgment on the qualifications of the applicant is ascertained in a timely fashion.
- H. Collect a security deposit sufficient to cover lost rent and/or damage, as well as the first month's rent.
- I. Check out all previous landlords and credit references. Verify information such as addresses, dates, etc.
- J. Determine whether income is sufficient to pay rent without imposing a financial burden and can accommodate any increase in the monthly assessment. Take into consideration existing debt obligations such as other monthly payments. What savings, reserves or other recourses are available to the applicant in case of a financial setback.
- K. Meet and interview personally each applicant.
- L. Make your determination from a number of applicants rather than just one or two.
- M. Do not discriminate on the basis of age, race, color, creed, national origin or gender or any other status protected under applicable village, county, state and federal laws, regulations or ordinances.
- N. Make a judgment on how long the tenant will likely stay. Turnover is costly. A minimum one-year lease is required.
- O. Even though a tenant may have possession of the Unit owner's Unit, the Unit owner is absolutely obligated to pay all of the regular monthly assessments; special assessments; move-in charges; maintenance costs; or other special fees or charges imposed by the Association on the Unit.
- P. All leases must include provisions for the tenant obeying the Declaration, By-Laws and rules and regulations of the Association, including the payment of any fines for rule violations, written legal termination procedure, penalties for late rent payment, method and location of rent payment, security deposit return and deduction procedure, with a written acknowledgement by the tenant that he has received and accepts all of the conditions. (Copy of Rider to be attached to lease is included with these rules and regulations.)
- Q. Make sure the tenant has the following:
  - 1. Access to parking areas
  - 2. Keys to mailbox
  - 3. Copies of the Association's governing documents

4. Emergency numbers
  5. Landlord address and telephone number
- R. Any violations of the Declaration, By-Laws or these rules and regulations may result in a flat or daily fine, or in more serious situations, eviction proceedings. All fines, costs and attorneys fees will be charged to the Unit owner.
- S. Applicability of each and every provision of this Article III includes those Unit owners who lease Units to family members or other relative regardless of the amount of lease payment if any.

### 3.02 NON-COMPLIANCE

The Board reserves the right to prohibit a tenant from occupying a Unit until the owner complies with all leasing requirements. The Board reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

## **ARTICLE IV – ASSESSMENTS**

- 4.01 The following is the Association's collection policy with regard to monthly assessments:
- A. All assessments are due and payable the first day of each and every month. Personal checks or money orders should be made payable to the Palatine Station Condominium Association and mailed to the lock box, along with the coupon.
  - B. If a given Unit's assessment payment is not received by the bank (at the lockbox) on or before the tenth (10<sup>th</sup>) of each and every month, a late fee of \$35.00 will be assessed against that Unit's owner. Failure to receive a statement is not an excuse for a late payment.
  - C. If the next month's assessment is again not received on time by the Association, that Unit's account will be turned over for collection.
  - D. All attorney's fees and costs incurred in pursuit of said collection shall be assessed against the defaulting owner. Once an account has been referred to legal counsel for collection, payment of all delinquent assessments, late fees and attorney's fees and costs shall be paid directly to the Association attorney by certified check, cashier's check or money order.
  - E. Pursuant to the statutes of the State of Illinois, the Association is permitted to file forcible entry and detainer (eviction) proceedings for collection of delinquent assessments and other monies owed to the Association. These proceedings may result in the owner's loss of possession of his/her Unit.

## **ARTICLE V – VIOLATIONS, HEARINGS AND FINES**

5.01 PROCEDURE

- A. In accordance with Section 318.4 (e) of the Illinois Condominium Property Act, if someone is believed to be in violation of the Declaration, Bylaws or Rules and Regulations, a signed, written complaint must be submitted by a Unit owner, the managing agent, a resident of the development or a member of the Board. A written complaint form as prescribed by the Board and included with these Rules & Regulations shall be sent to the management agent.
- B. The Unit Owner/resident charged with the violation will be given written notice of the complaint by the management firm (certified mail and first class mail), informing him/her of the nature of the complaint and whether the Board is at that time issuing a warning or establishing a time and place where the Board, or its designated committee, will conduct a hearing to review the complaint.
- C. If the Unit owner/resident believes the Association notice provided to be unjustified, he/she shall, within ten (10) days of the date of such notice, file a protest, in writing, to the Association. Thereafter, the accused Unit owner shall be notified in writing that a hearing on the matter shall be held before the Board or the Board by its duly authorized committee, no later than 30 days after receipt of the written notice.
- D. Following notice to the Unit owner, a hearing shall be convened whether or not the accused chooses to attend. At the hearing, the committee shall hear and consider arguments, evidence or statements regarding the alleged violation, and the Unit owner will be given an opportunity to present a defense. After a full hearing, the committee shall make their recommendation regarding the alleged violation. The Board, at its next regularly scheduled meeting, shall consider the recommendation of the authorized committee. The Board shall either ratify the recommendation of the committee or may vote to overrule the committee.
- E. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the owner of the Unit in which the guilty person resides. The fine will be considered the nature of a special assessment and will be added to that Unit's monthly assessment at the next regular monthly billing period. If the owner fails to pay any fine, the normal \$35.00 late fee will be charged back to his/her account.
- F. There may be a fine of up to \$100.00 for the first violation, provided the Unit owner has not been fined for a rule violation within the previous twelve months. If the Unit owner has been fined for a rule violation within the previous twelve months, the fine for a second violation may not exceed \$200.00. For a third or subsequent violation any time thereafter, the fine shall not exceed \$300.00.

- G. In the event the violation is a continuing violation, meaning the violation continues even after the offending Unit owner has been warned and/or fined, the Board reserves the right to levy a daily fine in the foregoing amounts.
- H. In the event of any violation of the Declaration, By-Laws or Rules & Regulations of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable, including but not limited to filing complaints with the Village of Palatine and any other appropriate authority, initiating forcible entry and detainer (eviction) proceedings, seeking injunctive relief and filing a suit(s) for damages. Any and all costs and attorneys' fees shall be assessed to the account of the offending Unit owner at the time they are incurred.

All matters not specifically addressed in these rules and regulations are subject to the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR THE PALATINE STATION CONDOMINIUM ASSOCIATION and the discretion of the Board.

**RIDER TO LEASE**

RIDER TO LEASE DATED \_\_\_\_\_  
BETWEEN \_\_\_\_\_  
(Lessor/Landlord/Owner)  
AND \_\_\_\_\_ (Lessee/Tenant)  
RELATING TO UNIT # \_\_\_\_\_ IN THE \_\_\_\_\_

This Rider is added to and made a part of the attached lease in accordance with the Rules and Regulations of the Palatine Station Condominium Association. By this Rider, the undersigned parties to said lease expressly acknowledge that (a) in accordance with the Declaration of Ownership for Palatine Station Condominium Association, every lease (and extensions or renewals thereof) and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and (b) any failure by the lessee to comply with the terms of the Declaration, By-Laws and Rules and Regulations shall be a default under the lease and shall subject the parties to the disciplinary and enforcement powers of the Association, including but not limited to, the right of the Association to terminate the lease and evict the lessees under the provisions of Article IX of the Illinois Code of Civil Procedure.

In addition, the Palatine Station Condominium Association shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default.

The rights and remedies of the Association described in the Rider shall be in addition to, and not in lieu of, any and all other legal and equitable rights and remedies available to the Association.

No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

By our respective signatures below, we hereby acknowledge that we have received a copy of the Declaration, By-Laws and Rules and Regulations of the Palatine Station Condominium Association and that we have read this Rider, understand its contents, and agree to be bound by its terms.

\_\_\_\_\_  
Lessor (Landlord/Owner)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Landlord/Owner)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Date

Note: A signed original of the Lease and this Rider must be given to the Board of Directors of the Association for its files in accordance with the Rules and Regulations of the Association.

\* \* \* \*

Please complete the following information for the Association's use only:

Lessor Information:

Tenant Information:

\_\_\_\_\_  
Emergency Contact - Home Phone

\_\_\_\_\_  
Emergency Contact - Work Phone

\_\_\_\_\_  
Emergency Contact - Home Phone

\_\_\_\_\_  
Emergency Contact - Work Phone

\_\_\_\_\_  
Emergency Contact - Home Address

\_\_\_\_\_  
Emergency Contact - Work Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

## 5.01 PROCEDURE

- A. In accordance with Section 318.4 (e) of the Illinois Condominium Property Act, if someone is believed to be in violation of the Declaration, Bylaws or Rules and Regulations, a signed, written complaint must be submitted by a Unit owner, the managing agent, a resident of the development or a member of the Board. A written complaint form as prescribed by the Board and included with these Rules & Regulations shall be sent to the management agent.
- B. The Unit Owner/resident charged with the violation will be given written notice of the complaint by the management firm (certified mail and first class mail), informing him/her of the nature of the complaint and whether the Board is at that time issuing a warning or establishing a time and place where the Board, or its designated committee, will conduct a hearing to review the complaint.
- C. If the Unit owner/resident believes the Association notice provided to be unjustified, he/she shall, within ten (10) days of the date of such notice, file a protest, in writing, to the Association. Thereafter, the accused Unit owner shall be notified in writing that a hearing on the matter shall be held before the Board or the Board by its duly authorized committee, no later than 30 days after receipt of the written notice.
- D. Following notice to the Unit owner, a hearing shall be convened whether or not the accused chooses to attend. At the hearing, the committee shall hear and consider arguments, evidence or statements regarding the alleged violation, and the Unit owner will be given an opportunity to present a defense. After a full hearing, the committee shall make their recommendation regarding the alleged violation. The Board, at its next regularly scheduled meeting, shall consider the recommendation of the authorized committee. The Board shall either ratify the recommendation of the committee or may vote to overrule the committee.
- E. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the owner of the Unit in which the guilty person resides. The fine will be considered the nature of a special assessment and will be added to that Unit's monthly assessment at the next regular monthly billing period. If the owner fails to pay any fine, the normal \$35.00 late fee will be charged back to his/her account.
- F. There may be a fine of up to \$100.00 for the first violation, provided the Unit owner has not been fined for a rule violation within the previous twelve months. If the Unit owner has been fined for a rule violation within the previous twelve months, the fine for a second violation may not exceed \$200.00. For a third or subsequent violation any time thereafter, the fine shall not exceed \$300.00.



- G. In the event the violation is a continuing violation, meaning the violation continues even after the offending Unit owner has been warned and/or fined, the Board reserves the right to levy a daily fine in the foregoing amounts.
- H. In the event of any violation of the Declaration, By-Laws or Rules & Regulations of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable, including but not limited to filing complaints with the Village of Palatine and any other appropriate authority, initiating forcible entry and detainer (eviction) proceedings, seeking injunctive relief and filing a suit(s) for damages. Any and all costs and attorneys' fees shall be assessed to the account of the offending Unit owner at the time they are incurred.

All matters not specifically addressed in these rules and regulations are subject to the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR THE PALATINE STATION CONDOMINIUM ASSOCIATION and the discretion of the Board.

# **PALATINE STATION CONDOMINIUM ASSOCIATION RULES & REGULATIONS**

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## **ARTICLE I – INTRODUCTION/INFORMATION**

### **1.01 INTRODUCTION**

Palatine Station Condominium development (“Palatine Station” or “the development”) is, in effect, a mini-village within the Village of Palatine. As such, it requires an organization to provide for its needs and services; enforce its rules and regulations; protect the property value of the development; provide for each resident’s quiet enjoyment of his/her Unit (hereinafter, “the Unit” or collectively “the Units,” as those terms are defined in the Declaration of Condominium Ownership) and the development; and encourage a sense of community within the development. Palatine Station Condominium Association is that organization.

### **1.02 ASSOCIATION**

#### **What is the Association?**

The Palatine Station Condominium Association (“Association”) is an Illinois, not-for-profit corporation established under the laws of the State of Illinois, including the Illinois Condominium Property Act, and governed by the provisions of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws and all amendments thereto. Together with these Rules & Regulations, the Declaration and Bylaws of the Association are sometimes hereafter referred to as “the governing documents” of the Association.

#### **What does the Association do?**

The association was established to provide for the shared needs and services of Palatine Station and the enforcement of the development’s rules and regulations. The Association thus provides for the administration and operation of the Palatine Station Condominium Association, including attending to the daily activities, maintenance, financial planning, budgeting, assessments, insurance and taxes of the development. In addition, the Association provides for the maintenance and repair of the Common and Limited Common Elements, which includes but is not limited to contracting for snow removal and landscape maintenance.

#### **What doesn’t the Association do?**

Neither the Association nor its Board (see Section 1.03 below) mediates personal disputes between or among homeowners. If a problem arises between Unit owners or residents that is not covered under the governing documents of the Association or that does not fall under the authority of the Association, it is the responsibility of the owners and/or residents to address the problem between themselves.

How does the Association do this?

Although the Association, through its Board of Directors (section 1.03), administers and develops the Rules & Regulations for the Association, the day-to-day management of the Association's affairs is carried out by a private management company, currently Lieberman Management Services, Inc. (section 1.04).

1.03 THE BOARD OF DIRECTORS

What is the board of directors of the Association?

The Board of Directors ("Board") is comprised of five members, each elected by his/her fellow owners in accordance with the Bylaws of the Association. These directors then, in turn, elect from among themselves four officers (president, vice-president, secretary and treasurer). Like the board of any other corporation, the Palatine Station Board administers the affairs of the Association. The Board is not, however, a police department, a landlord or a security and maintenance service. Calls and complaints should go directly to the property manager.

1.04 PROPERTY MANAGEMENT AGENT

The Association employs a professional management company ("Property Manager") to assist and advise the Association in all matters. The management agent's general responsibilities include

- A. Handling daily problems.
- B. Controlling disbursements and collection of assessments.
- C. Advising any and all owners on any problems relating to living within Palatine Station.

1.05 REQUESTS FOR SERVICE

Complaints or requests for service that are the responsibility of the Association should be referred to the Property Manager as follows:

- A. For regular, non-emergency calls, contact Customer Service at LIEBERMAN MANAGEMENT SERVICES, INC. during regular business hours (i.e., between 9:00 and 5:00 p.m.) by dialing: (847) 459-0000, or visit Lieberman on the web at: [www.liebermanmanagement.com](http://www.liebermanmanagement.com).
- B. For emergencies, contact Lieberman's 24-hour emergency call center at the same number: (847) 459-0000. Note that emergencies are defined as:
  - Fire – *call 911 first*
  - Floods
  - Leaks
  - Major garage door problems
  - Major irrigation problems

## **ARTICLE II – GUIDELINES FOR COMMUNITY LIVING**

### **2.01 OCCUPANCY**

Each Unit shall be used as a residence for a single family or such other uses as permitted by the Declaration and for no other purpose.

### **2.02 COMMERCIAL USE**

A. The Declaration provides for each Unit in the development to be used for “residential purposes only.” Therefore, Unit owners/residents are specifically prohibited from undertaking the following commercial activities at their Units or elsewhere in the development:

1. Sales traffic to or from the Unit;
2. Business activity resulting in an increase in Association liability;
3. Outside employees visiting any Unit;
4. Warehousing or retailing of goods within any Unit; or
5. Nuisance created for other residents from such a business being maintained.

B. The restrictions against commercial activity notwithstanding, the Declaration does not prevent Unit owners/residents from maintaining a professional library or other business incidentals in the privacy of their respective Units. The Association’s interpretation of this policy within the Declaration is such that it would allow for a consultant or other professional to “work from home” at his/her Unit, using phones, modems, computers and fax machines, so long as none of the activities proscribed in section 2.02 (A.) above are undertaken at the Unit or elsewhere in the development.

### **2.03 ESTATE/GARAGE SALES**

Estate/garage sales are not permitted.

### **2.04 REPAIRS AND COMMON ELEMENTS**

Owners are responsible for maintaining any and all items within their Units and Limited Common Elements including plumbing fixtures and appliances. Any pipes, electrical conduits or other structures/systems/components located within the walls and servicing more than one Unit are considered Common Elements (and not Limited Common Elements). Any costs associated with damage to piping or other common elements caused by a Unit owner or a guest or lessee of a Unit are the responsibility of that Unit owner. Likewise, any damage to a Unit or Limited Common Element of a Unit caused by another Unit owner, occupant, or lessee is the responsibility of those Unit owners through their respective insurance companies or any other means worked out amongst those Unit

owners. The association bears no responsibility for intervening in or mediating such disputes.

## 2.05 DRIVING WITHIN PALATINE STATION

All streets within Palatine Station are public roads, and traffic laws are enforced by the Village of Palatine. However, the private roadways located behind the buildings of Palatine Station are part of the Common Elements and are subject to the rules and regulations established by the Board.

- A. The speed limit on private roadways that are part of Palatine Station is 10 mph.
- B. At no time should fire hydrants, mailboxes, or walkways be blocked.
- C. Each garage door in the development must remain closed when the garage is unattended.

## 2.06 PARKING GUIDELINES

Like the private roadways, the parking areas behind the buildings in the development are common elements of Palatine Station. The parking rules and regulations for the Association are designed to promote the safety and security of the residents and to maintain the appearance of the property to the highest standards. These regulations cover vehicle registration, permitted vehicles, permanent parking, guest parking privileges and enforcement procedures. The Board sincerely requests your cooperation in adhering to the following parking related rules and regulations.

- A. Permitted and Non-Permitted Vehicles  
Permitted vehicles may park in the spaces in the development marked for parking. Parking, maintenance or storage of Non-Permitted Vehicles on any portion of the property is expressly prohibited.
  - 1. Permitted Vehicles
    - a. Any non-commercial passenger type vehicle that has a valid license plate or application and does not otherwise fall into one of the categories of Non-Permitted Vehicles (see subparagraph 2 of Section 2.06A).
    - b. Notwithstanding subparagraph “a” of this subsection “1,” a commercial vehicle can be parked in designated parking areas of the development if one of the following two circumstances applies:
      - 1) the vehicle also serves as the resident’s primary source of personal transportation; and if the vehicle has visible painted or affixed advertising, it is parked in an area not visible from a public street; or

- 2) the commercial vehicle is doing business with a resident during normal business hours, so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident or the Association.

2. Non-Permitted Vehicles

- a. Any vehicle not in working condition.
- b. Any vehicle not properly licensed.
- c. Hearses, regardless of personal or commercial use.
- d. Recreational vehicles, including trailers, campers, mobile homes, boats and trucks with camper backs.
- e. Tractor cabs and trailers.
- f. School or church buses or vans.
- g. Trucks in excess of one (1) ton.
- h. Any vehicle not capable of fitting in the relevant Unit owner/resident's garage.
- i. Any vehicle transporting dangerous, flammable, hazardous, corrosive or explosive cargo.
- j. Portable storage units.
- k. Any abandoned vehicle (see paragraph "D" of this section 2.06).

B. Registration and Permits

All vehicles must display a Palatine Station permit sticker at all times. Parking permit stickers will be issued to each Unit owner after they register their vehicle(s) by completing the Vehicle Registration Form. A new registration form must be completed when an owner adds or changes vehicles.

The permit sticker should be placed in the top right corner of the rear windshield. If this area is not available, the sticker may be placed just above the Village windshield sticker. There is a \$10 fee for replacing lost permit stickers.

C. Guest Passes

Any and all vehicles parked on the property for more than forty-eight (48) hours, without advising the Property Management Company, in advance, may be deemed trespassers and may be removed. If a vehicle is to be parked for a period longer than 48 hours, a guest pass must be obtained from the management agent.

Requests for guest vehicle registration shall include:

1. The host Unit owner/residents' name ("Host Owner/Resident"),
2. Palatine Station Unit number,
3. telephone contact information for the owner/occupant,

4. vehicle owner name,
5. description of guest vehicle,
6. state of guest vehicle's registration,
7. Guest vehicle's license number, and
8. date(s) that guest vehicle will be parking on Association property (limited to one week without a waiver from the Board).

Unit owners or lessees will assume responsibility for the improper actions/inactions of guest vehicles so registered.

**D. Abandoned Vehicles**

Abandoned vehicles may not be kept in the development. An abandoned vehicle shall be considered to be any vehicle which:

1. is in a state of disrepair rendering it incapable of being driven in its present condition;
2. has not been used or moved for seven (7) consecutive days or more;
3. does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or
4. is such that the acts of the vehicle clearly indicate it has been abandoned.

**E. General Rules**

1. Vehicles may not be parked with a cover over the vehicle.
2. Vehicles may not occupy more than one parking space.
3. Handicap-designated parking spaces are reserved for vehicles carrying a license plate, permit, or other documentation issued by a government authority designating them as eligible for parking in such spaces.
4. Vehicles may not be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the property. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles.
5. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the property. There shall be no parking or routes of passage across any other portions of the property, including all lawn areas and sidewalks.

6. If any vehicle is obstructing passage, the owner will be contacted. If no contact can be made or if the identity of the owner cannot be determined, the vehicle will be immediately towed at the owner's expense.
7. No engine maintenance or bodywork shall be performed on any vehicles parked on any Common Area or Limited Common Area.
8. All vehicles shall be moved at the request of the Board or managing agent when necessary to facilitate snow removal.

**F. Enforcement**

1. In the event of a violation of these rules, the Board, or its duly authorized agent, shall send a notice of violation to the Unit owner and/or shall affix a parking violation notice to the vehicle. Any parking violation notice, which is affixed to the vehicle, shall contain such information as the Board deems appropriate. Any such parking violation notice issued may, at the discretion of the Board of Directors, be either in the form of a warning or a notice of a hearing for the purpose of levying a fine in accordance with the rules and regulations of the Association.
2. In addition to providing a notice of any violation in accordance with the above provisions, the Board may also take any and all of the following actions:
  - a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. All such records shall be kept by the Association in the manner designed by the Board.
  - b. Identify or attempt to identify the Unit owners whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  - c. Identify or attempt to identify the vehicle owner, if not a Unit owner, and notify that owner of the violations.
  - d. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
3. In addition to the other provisions for enforcement contained herein, Vehicles violating the provisions prescribed in this document shall be subject to towing at the owner's expense and, when applicable, to ticketing by the appropriate public enforcement authority pursuant to the following:



- a. When a vehicle has been abandoned on Common Elements and notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice.
- b. When a vehicle is parked in a manner which presents an immediate danger to the development or to the health, safety and welfare of any person thereon, the vehicle may be towed without notice.
- c. Any time a vehicle is towed pursuant to these rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Unit owner, the costs and expenses may be assessed to the Unit owner as a common expense.
- d. The Board, or its duly authorized agent, shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agent for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.
- e. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these rules.

## **2.07 STORAGE**

Storage of personal items is limited to storage areas available within each Unit at Palatine Station.

## **2.08 PETS**

The conduct of all pets visiting, owned by or cared for by a Unit owner/resident must be such as not to interfere with the rights and privileges of other owners/residents. The following procedures, rules apply to pets, pet litter, pet damage and pet restraint:

- A. In accordance with the Declaration, no more than two pets, except for aquarium fish, are allowed per Unit. No animals may be kept, bred or maintained for any commercial purposes.
- B. All pets must be registered with the Board and must be registered, licensed and vaccinated as required by the Village of Palatine, Cook County and the State of Illinois.

- C. All pets must be leashed while being walked outdoors or on any Common Elements.
- D. Pets may not be left unattended outside the Unit or on rooftop decks, balconies or patios at any time.
- E. Pets shall not be permitted to urinate or defecate on a Unit's balcony, rooftop deck, or patio.
- F. Pet owners or, when applicable, pet attendants, must clean up after pets immediately. Pet owners will be responsible for paying costs for repairing damage caused by pet waste on Common or Limited Common Elements.
- G. No pet shall be allowed to create a nuisance or unreasonable disturbance or damage any Common Element or the property of any other resident.
- H. All owners are responsible for the actions of their pets as well as those of visiting pets. The costs of repairs of any damage caused by a pet to the development shall be assessed to the Unit owner.
- I. Any Unit owner, resident noting litter or damage to any part of the development caused by a pet, should report the litter or damage, in writing, to the Association, identifying the pet and the owners of the pet, or, if ownership cannot be determined, the Unit in which the pet is kept. The Association, upon written notification, shall notify the pet owner, if known, the Unit occupant and the Unit owner of the litter and/or damage caused to any property. Notification shall be by mailing or delivering to the above-mentioned parties a copy of the notice.
- J. Due to potential health and safety concerns, the feeding of birds and other wild animals, unlicensed or unregistered pets is strictly prohibited.

## **2.09 ROOFTOP DECKS, PATIOS AND BALCONIES**

Rooftop decks, patios (including ground floor patios), balconies, stoops [i.e., the large, single step directly in front of the front doorway], stairwell platforms [i.e., the stoops at the top of elevated front entrances] are Limited Common Elements. That is, they are areas of exclusive use of the applicable condominium Unit. However, such Limited Common Elements remain subject to the rules and regulations regarding their use, including:

- A. Outdoor furniture and barbecue grills are allowed on rooftop decks, balconies and patios. Tan, gray or black fitted covers may be used. As a safety precaution, lighted barbecue grills may only be in use while attended by an adult. A fire-resistant material least 18" larger in circumference than the grill must be under any grill in use. A working fire extinguisher must be on hand any time a grill is in use. Unit owners will be responsible for paying costs to repair damage to

Common Elements, including Limited Common Elements caused by grease, fire or smoke from grills.

- B. Ceramic pots used for cooking or outside heating, commonly referred to as “chimeneas,” or other wood-burning stoves or grills are not permitted on the Common Elements, including Limited Common Elements, of the development.
- C. No heaters or torches of any kind are permitted on the Common Elements, including Limited Common Elements of the development.
- D. Planter boxes, pots, and hanging baskets (hereinafter collectively referred to as “planters”) are allowed on rooftop decks, patios, balconies, stoops, and stairwell platforms, provided they face the Unit, are not permanently affixed, do not hang into the Common area, and conform to the aesthetics of the community as determined by the Board of Directors. All dead planting and damaged planters must be removed promptly. The Association shall not be responsible for repairing or replacing damaged planters placed in the above-mentioned areas.
- E. The following additional provisions apply to front stoops and stairwell platforms:
  - 1. No more than two planters shall be displayed on each Unit’s stoop or stairwell platform.
  - 2. No garden fruits or vegetables shall be displayed in the front of each Unit.
  - 3. Planters shall be removed and stored inside the Units between November 1 and April 15 each year.
  - 4. The color of planters shall be earth tones, which for this purpose is defined as brick, natural cement, black, green [of a hue that matches the building’s exterior green components], natural clay, or natural wood.
  - 5. Planters are not to be placed in the direct flow of foot traffic. An adequate area must be left open for entering and exiting each Unit.
  - 6. The top of each planter shall not exceed 3 feet in height.
- F. No grills are to be left overnight on the ground floor patios. Patio furnishings are permitted on ground floor patios.
- F. No resident may install a canopy or awning on a balcony, rooftop deck, patio or penthouse unit.
- H. Patio umbrellas and swings with canopies are permitted. Those comprised of a material that is neutral in color (i.e. white, tan, and beige) do not require prior approval. Those made of materials of other colors are not permitted if they are to be visible to other residents or from surrounding streets.
- I. No resident may install a hot tub, whirlpool bath, swimming pool, or other similar item in the Common Elements, including Limited Common Elements.

- J. Painting of any portion of a balcony, rooftop deck or patio is prohibited. Unit owners may apply a protective finish that is clear and either colorless or tinted in a neutral shade to the deck portion of their rooftop deck or balcony, provided the process does not damage the roofing materials underlying the deck (in the case of a rooftop deck) or the exterior walls or road surface (in the case of a balcony).
- K. Placement of any item on a patio or rooftop deck in such a manner that it blocks the view from an adjoining Unit is prohibited.
- L. Unit owners shall be held responsible for paying the cost of damage to Common Elements, including Limited Common Elements caused by furniture or personal items left on rooftop decks, balconies or patios or by application of protective wood finish (as noted in section H above). Damage caused by wind or falling objects is of particular concern, especially during storms.
- M. Unit owners/lessees hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims related to lost or damaged furniture, planters or other personal items left on rooftop decks, balconies or patios. Unit owners/lessees shall maintain items in the Limited Common Elements pursuant to this section 2.09 at their own risk.

## 2.10 ALTERATIONS

- A. No alteration of any kind may be made to the exterior portion of any building, any landscaping or any other part of the Common Elements, including Limited Common Elements, in the development.
- B. Any change within a Unit which alters the structure of the dwelling Unit or increases the cost of insurance required to be carried by the Association in any way must also be approved by the Board prior to work being started.

## 2.11 INSTALLATION OF SATELLITE DISHES AND OTHER OVER-THE-AIR RECEPTION DEVICES

No antenna, dish, wire or other mechanical systems/components for Over-the-Air Reception Devices (“OTARD”), such as those related to standard or high definition television, satellite television, amateur radio (HAM), Citizens Band, cellular phone or computer networking (collectively, the “devices”), shall be installed on the exterior of any building in the development by any Unit owner/resident without the prior, written consent of the Board.

Unit owners (or Unit residents bearing the written authorization of the relevant Unit owners) desiring to install such a device shall petition the Board by sending a letter to the Property Manager that describes the proposed installation in detail. Only installations that conform to the following shall be approved by the Board:

- A. For safety reasons, all such devices shall be installed:

1. In a non-permanent fashion to an exterior side of the penthouse structure facing the interior of the rooftop, or to the floor of the rooftop deck, that is a limited common element of the Unit for which the OTARD service is desired;
  2. Any such device affixed to the exterior side of the penthouse structure shall not be placed in such a way as to break the plane of the top of that penthouse structure;
  3. Under no circumstance shall any such device be installed at ground level, affixed to a patio or window, affixed to the railing of a roof top deck or placed on the side of any building in the development;
  4. Notwithstanding the above, under no circumstance shall the placement of any such device block the exterior view of any other Unit owner/resident in the development;
- B. All such devices shall have a neutral color (i.e., black, white, grey, tan) and, in particular, any such device installed on the side of a penthouse structure shall have a color that closely matches the color of the penthouse exterior;
  - C. The size of any such device affixed to a penthouse structure shall not exceed 18 inches in length (or, as appropriate, 18 inches in diameter);
  - D. The installation of any such device that penetrates a building wall in order to install wiring or other mechanical components/systems therein shall make use of a sleeve, conduit or equivalent system;
  - E. The installation of any such device shall be undertaken by an appropriate certified/licensed, professional installer;
  - F. Any cables associated with the installation of any such device that are placed along the side of the relevant Unit owner's building shall be black in color and shall be affixed to the building in a workmanlike manner and in a way that blends well with the exterior appearance of the building, and under no circumstance shall any such cables be routed through the interior of a building's water drainage gutter(s);
  - G. Following the termination of a given Unit owner/resident's OTARD service, that Unit's devices shall be immediately removed, and the area of the building on which the devices were installed shall be restored to its original condition and appearance, by the Unit owner/resident at his/her sole expense; *and*
  - H. The owner(s) of any Unit for which such device is installed shall assume all responsibility and liability for any damage and/or injury caused by the installation, operation and/or removal of any such device and associated equipment.

## 2.12 EXTERIOR LIGHTS

Unit owners/lessees are responsible for replacing the light bulbs for the exterior lights located at the front and rear of their Units. Only bulbs that are clear, colorless, and of the

same shape and wattage as those originally installed by the builder are allowed. Burned out bulbs should be replaced within 7 days after occurrence.

## **2.13 EXTERIOR DECORATIONS**

- A. Permanent, exterior door decorations are prohibited. This includes, but is not limited to, wreaths, stickers, and weather stripping.**
- B. Holiday decorations may be hung or displayed on front doors and balconies no earlier than four weeks prior to the holiday and no later than two weeks following the holiday.**
- C. Door hangings must be installed without damaging the door's finish. Nails, screws or holes in doors are not permitted. The Association, at the Unit owner's expense, will repair any damage to exterior doors and door frames that may be caused by such attachments.**
- D. No decoration shall hang over into a Common Element.**
- E. Decorations that create a safety hazard will not be permitted.**

## **2.14 SIGNS**

- A. Non-governmental signs other than those advertising a Unit in the development as being for sale or lease are prohibited anywhere in the development, including in the windows of individual Units.**
- B. For Sale/Open House Signs**
  - 1. A Unit owner/lessee may display at most two (2) signs, one in a window facing the front of the Unit, the other in a window or patio door facing the rear of the Unit.**
  - 2. No other signs are permitted under these rules and regulations other than two (2) signs representing an open house and/or sale of the Unit.**
  - 3. All signs must be professionally printed.**
  - 4. No sign may exceed six (6) square feet in area.**
  - 5. The Board reserves the right to either limit, modify, amend or revoke sign rules at any time, upon due notice to the members of the Association. All Unit owners having open houses are responsible for the conduct and compliance of their realtors or agents.**

## 2.15 DISPLAY OF THE AMERICAN FLAG

### A. Definitions:

1. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.
2. A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

### B. In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules & Regulations governing the display of American and Military Flags:

1. The display of any other flags, banners, pennants, posters, or like hangings is strictly prohibited.
2. The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.
3. Unit owners/lessees may display the American/Military Flag from the balcony/patio railing or the American/Military Flag may be mounted to the wood trim around the front door. Flag brackets, painted black, may only be attached to the balcony railing or wood trim. Flag brackets shall not be affixed to the balcony/patio brick walls or anywhere else. Flags may be no larger than four (4) feet by three (3) feet. No flag may extend so that the end protrudes more than four (4) feet from the exterior wall of the residence to which it is attached. All flags must be maintained in good condition and should not be displayed on days when the weather is inclement, except when an all weather flag is displayed. Unit owners displaying the American/Military Flag at night shall illuminate the Flag using the Unit's existing, unmodified, builder-installed exterior light fixture.
4. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the flagpole or mount.

5. Once installed, the Unit owner will be responsible for the maintenance of the pole or mount. If additional cost is required to maintain the portion of property on which it is installed, the Board may assess this cost back to the Unit owner.
6. The Unit owner shall be responsible to fund the entire cost of any maintenance, repair or replacement to the property resulting from installation of the flagpole or mount. In addition, the owner must restore the property to its original condition upon removal of the flagpole or mount if necessary. Owner does hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims for maintenance or damages to the flag or flagpole or mount. Owner shall display any flag at their own risk.
7. The Unit owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the flag pole or mount, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the flagpole.
8. The flagpole or mount must be installed in strict compliance with these Rules & Regulations. Any deviation from these Rules & Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the flagpole or mount by the Association without notice. All costs of removal and restoration shall be borne by the Unit owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized flagpole or mount shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the flagpole in conformance with the Rules & Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

#### 2.16 WINDOW TREATMENTS/COVERINGS

Unit owners shall, within ninety (90) days after occupancy by owner or lessee, assure that acceptable window treatments are installed on windows and patio doors. Acceptable window treatments are limited to the following: curtains/draperies, window shades (other than those marketed and sold as temporary shades), and horizontal or vertical blinds. The outside-facing surface any window treatment must be neutral or wood tone. No other window treatments are permitted. Unacceptable window treatments shall be promptly removed upon demand by the Association and at the owner's expense.



## **2.17 WASTE CONTAINERS**

Waste containers, including garbage bins, bags and recycling bins, may only be placed outside of a Unit's garage and no earlier than 7:00 p.m. the night before collection during Daylight Savings Time and no earlier than 4:00 p.m. during Central Standard Time. They must be returned to the Unit's garage by the evening of the day of collection.

## **ARTICLE III – LEASING RULES**

### **3.01 LEASING OF UNIT**

Prior to leasing of a Unit, all owners must:

- A. Give prior notice to the Board and/or management of intention to lease, whereupon the Board shall provide the Unit owner a prescribed lease form and lease rider which shall be added to the lease and shall be signed by all parties executing the lease. Thereafter, the Unit owner shall deliver a copy of the signed lease and lease rider to the Board or managing agent within ten days after it is executed and prior to occupancy.
- B. Notify the Association's Board or managing agent of all current occupants of the Unit. This notification shall include the names of each occupant, but the phone number of the Unit, the number of vehicles used by the occupants, the number and type of any pets (if permitted) and so on.
- C. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Unit owner is ultimately responsible for his tenants to abide by all provision and a restriction imposed by the Association's governing documents, whether he resides in the Unit or not. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible.
- D. All tenants must be given a copy of the governing documents, including all Rules & Regulations that have been adopted by the Association's Board. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residence and are obligated to obey the provisions of the documents.
- E. All tenants should be advised of the operational structure of the Association, that a portion of their rent is used to pay the monthly Association assessment on the Unit and what that assessment is used for.
- F. Increasingly, many Association boards are encouraging tenants to participate on the committee structure of the association. Even though the tenant has no vote on Association matter, by virtue of their residency, they are part of the community and may be allowed and encouraged to participate in the Association's activities.

- G. All applicants for rental should complete a tenant application form. It is important to ensure that all the information necessary to make a good judgment on the qualifications of the applicant is ascertained in a timely fashion.
- H. Collect a security deposit sufficient to cover lost rent and/or damage, as well as the first month's rent.
- I. Check out all previous landlords and credit references. Verify information such as addresses, dates, etc.
- J. Determine whether income is sufficient to pay rent without imposing a financial burden and can accommodate any increase in the monthly assessment. Take into consideration existing debt obligations such as other monthly payments. What savings, reserves or other recourses are available to the applicant in case of a financial setback.
- K. Meet and interview personally each applicant.
- L. Make your determination from a number of applicants rather than just one or two.
- M. Do not discriminate on the basis of age, race, color, creed, national origin or gender or any other status protected under applicable village, county, state and federal laws, regulations or ordinances.
- N. Make a judgment on how long the tenant will likely stay. Turnover is costly. A minimum one-year lease is required.
- O. Even though a tenant may have possession of the Unit owner's Unit, the Unit owner is absolutely obligated to pay all of the regular monthly assessments; special assessments; move-in charges; maintenance costs; or other special fees or charges imposed by the Association on the Unit.
- P. All leases must include provisions for the tenant obeying the Declaration, By-Laws and rules and regulations of the Association, including the payment of any fines for rule violations, written legal termination procedure, penalties for late rent payment, method and location of rent payment, security deposit return and deduction procedure, with a written acknowledgement by the tenant that he has received and accepts all of the conditions. (Copy of Rider to be attached to lease is included with these rules and regulations.)
- Q. Make sure the tenant has the following:
  - 1. Access to parking areas
  - 2. Keys to mailbox
  - 3. Copies of the Association's governing documents

4. Emergency numbers
  5. Landlord address and telephone number
- R. Any violations of the Declaration, By-Laws or these rules and regulations may result in a flat or daily fine, or in more serious situations, eviction proceedings. All fines, costs and attorneys fees will be charged to the Unit owner.
- S. Applicability of each and every provision of this Article III includes those Unit owners who lease Units to family members or other relative regardless of the amount of lease payment if any.

### 3.02 NON-COMPLIANCE

The Board reserves the right to prohibit a tenant from occupying a Unit until the owner complies with all leasing requirements. The Board reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

## ARTICLE IV – ASSESSMENTS

### 4.01 The following is the Association's collection policy with regard to monthly assessments:

- A. All assessments are due and payable the first day of each and every month. Personal checks or money orders should be made payable to the Palatine Station Condominium Association and mailed to the lock box, along with the coupon.
- B. If a given Unit's assessment payment is not received by the bank (at the lockbox) on or before the tenth (10<sup>th</sup>) of each and every month, a late fee of \$35.00 will be assessed against that Unit's owner. Failure to receive a statement is not an excuse for a late payment.
- C. If the next month's assessment is again not received on time by the Association, that Unit's account will be turned over for collection.
- D. All attorney's fees and costs incurred in pursuit of said collection shall be assessed against the defaulting owner. Once an account has been referred to legal counsel for collection, payment of all delinquent assessments, late fees and attorney's fees and costs shall be paid directly to the Association attorney by certified check, cashier's check or money order.
- E. Pursuant to the statutes of the State of Illinois, the Association is permitted to file forcible entry and detainer (eviction) proceedings for collection of delinquent assessments and other monies owed to the Association. These proceedings may result in the owner's loss of possession of his/her Unit.

## ARTICLE V – VIOLATIONS, HEARINGS AND FINES

## 5.01 PROCEDURE

- A. In accordance with Section 318.4 (e) of the Illinois Condominium Property Act, if someone is believed to be in violation of the Declaration, Bylaws or Rules and Regulations, a signed, written complaint must be submitted by a Unit owner, the managing agent, a resident of the development or a member of the Board. A written complaint form as prescribed by the Board and included with these Rules & Regulations shall be sent to the management agent.
- B. The Unit Owner/resident charged with the violation will be given written notice of the complaint by the management firm (certified mail and first class mail), informing him/her of the nature of the complaint and whether the Board is at that time issuing a warning or establishing a time and place where the Board, or its designated committee, will conduct a hearing to review the complaint.
- C. If the Unit owner/resident believes the Association notice provided to be unjustified, he/she shall, within ten (10) days of the date of such notice, file a protest, in writing, to the Association. Thereafter, the accused Unit owner shall be notified in writing that a hearing on the matter shall be held before the Board or the Board by its duly authorized committee, no later than 30 days after receipt of the written notice.
- D. Following notice to the Unit owner, a hearing shall be convened whether or not the accused chooses to attend. At the hearing, the committee shall hear and consider arguments, evidence or statements regarding the alleged violation, and the Unit owner will be given an opportunity to present a defense. After a full hearing, the committee shall make their recommendation regarding the alleged violation. The Board, at its next regularly scheduled meeting, shall consider the recommendation of the authorized committee. The Board shall either ratify the recommendation of the committee or may vote to overrule the committee.
- E. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the owner of the Unit in which the guilty person resides. The fine will be considered the nature of a special assessment and will be added to that Unit's monthly assessment at the next regular monthly billing period. If the owner fails to pay any fine, the normal \$35.00 late fee will be charged back to his/her account.
- F. There may be a fine of up to \$100.00 for the first violation, provided the Unit owner has not been fined for a rule violation within the previous twelve months. If the Unit owner has been fined for a rule violation within the previous twelve months, the fine for a second violation may not exceed \$200.00. For a third or subsequent violation any time thereafter, the fine shall not exceed \$300.00.

- G. In the event the violation is a continuing violation, meaning the violation continues even after the offending Unit owner has been warned and/or fined, the Board reserves the right to levy a daily fine in the foregoing amounts.
- H. In the event of any violation of the Declaration, By-Laws or Rules & Regulations of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable, including but not limited to filing complaints with the Village of Palatine and any other appropriate authority, initiating forcible entry and detainer (eviction) proceedings, seeking injunctive relief and filing a suit(s) for damages. Any and all costs and attorneys' fees shall be assessed to the account of the offending Unit owner at the time they are incurred.

All matters not specifically addressed in these rules and regulations are subject to the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR THE PALATINE STATION CONDOMINIUM ASSOCIATION and the discretion of the Board.

## **2.06 PARKING GUIDELINES**

Like the private roadways, the parking areas behind the buildings in the development are common elements of Palatine Station. The parking rules and regulations for the Association are designed to promote the safety and security of the residents and to maintain the appearance of the property to the highest standards. These regulations cover vehicle registration, permitted vehicles, permanent parking, guest parking privileges and enforcement procedures. The Board sincerely requests your cooperation in adhering to the following parking related rules and regulations.

### **A. Permitted and Non-Permitted Vehicles**

Permitted vehicles may park in the spaces in the development marked for parking. Parking, maintenance or storage of Non-Permitted Vehicles on any portion of the property is expressly prohibited.

#### **1. Permitted Vehicles**

- a. Any non-commercial passenger type vehicle that has a valid license plate or application and does not otherwise fall into one of the categories of Non-Permitted Vehicles (see subparagraph 2 of Section 2.06 (a)).
- b. Notwithstanding subparagraph "a" of this subsection "1," a commercial vehicle can be parked in designated parking areas of the development if one of the following two circumstances applies:
  - 1) the vehicle also serves as the resident's primary source of personal transportation; and if the vehicle has visible painted or affixed advertising, it is parked in an area not visible from a public street; or
  - 2) the commercial vehicle is doing business with a resident during normal business hours, so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident or the Association.

#### **2. Non-Permitted Vehicles**

- a. Any vehicle not in working condition.
- b. Any vehicle not properly licensed.
- c. Hearses, regardless of personal or commercial use.
- d. Recreational vehicles, including trailers, campers, mobile homes, boats and trucks with camper backs.
- e. Tractor cabs and trailers.
- f. School or church buses or vans.
- g. Trucks in excess of one (1) ton.
- h. Any vehicle not capable of fitting in the relevant Unit owner/resident's garage.
  1. Any vehicle transporting dangerous, flammable, hazardous, corrosive or explosive cargo.
- J. Portable storage units.
- k. Any abandoned vehicle (see paragraph "D" of this section 2.06).

### **B. Registration and Permits**

All vehicles must display a Palatine Station permit sticker at all times. Parking permit stickers will be issued to each Unit owner after they register their vehicle(s) by completing the Vehicle Registration Form. A new registration form must be completed when an owner adds or changes vehicles. The permit sticker should be placed in the top right corner of the rear windshield. If this area is not available, the sticker may be placed just above the Village windshield sticker. There is a \$10 fee for replacing lost permit stickers.

### **C. Guest Passes**

Any and all vehicles parked on the property for more than forty-eight (48) hours, without advising the Property Management Company, in advance, may be deemed trespassers and may be removed. If a vehicle is to be parked for a period longer than 48 hours, a guest pass must be obtained from the management agent.

Requests for guest vehicle registration shall include:

1. The host Unit owner/residents' name ("Host Owner/Resident"),
2. Palatine Station Unit number,

3. telephone contact information for the owner/occupant,
4. vehicle owner name,
5. description of guest vehicle,
6. state of guest vehicle's registration,
7. Guest vehicle's license number, and
8. date(s) that guest vehicle will be parking on Association property (limited to one week without a waiver from the Board).

Unit owners or lessees will assume responsibility for the improper actions/inactions of guest vehicles so registered.

#### **D. Abandoned Vehicles**

Abandoned vehicles may not be kept in the development. An abandoned vehicle shall be considered to be any vehicle which:

1. is in a state of disrepair rendering it incapable of being driven in its present condition;
2. has not been used or moved for seven (7) consecutive days or more;
3. does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or
4. is such that the acts of the vehicle clearly indicate it has been abandoned.

#### **E. General Rules**

1. Vehicles may not be parked with a cover over the vehicle.
2. Vehicles may not occupy more than one parking space.
3. Handicap-designated parking spaces are reserved for vehicles carrying a license plate, permit, or other documentation issued by a government authority designating them as eligible for parking in such spaces.
4. Vehicles may not be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the property. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles.
5. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the property. There shall be no parking or routes of passage across any other portions of the property, including all lawn areas and sidewalks.
6. If any vehicle is obstructing passage, the owner will be contacted. If no contact can be made or if the identity of the owner cannot be determined, the vehicle will be immediately towed at the owner's expense.
7. No engine maintenance or bodywork shall be performed on any vehicles parked on any Common Area or Limited Common Area.
8. All vehicles shall be moved at the request of the Board or managing agent when necessary to facilitate snow removal.

#### **F. Enforcement**

1. In the event of a violation of these rules, the Board, or its duly authorized agent, shall send a notice of violation to the Unit owner and/or shall affix a parking violation notice to the vehicle. Any parking violation notice, which is affixed to the vehicle, shall contain such information as the Board deems appropriate. Any such parking violation notice issued may, at the discretion of the Board of Directors, be either in the form of a warning or a notice of a hearing for the purpose of levying a fine in accordance with the rules and regulations of the Association.
2. In addition to providing a notice of any violation in accordance with the above provisions, the Board may also take any and all of the following actions:
  - a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. All such records shall be kept by the Association in the manner designed by the Board.
  - b. Identify or attempt to identify the Unit owners whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  - c. Identify or attempt to identify the vehicle owner, if not a Unit owner, and notify that owner of the violations.

d. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.

3. In addition to the other provisions for enforcement contained herein, Vehicles violating the provisions prescribed in this document shall be subject to towing at the owner's expense and, when applicable, to ticketing by the appropriate public enforcement authority pursuant to the following:

a. When a vehicle has been abandoned on Common Elements and notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice.

b. When a vehicle is parked in a manner which presents an immediate danger to the development or to the health, safety and welfare of any person thereon, the vehicle may be towed without notice.

c. Any time a vehicle is towed pursuant to these rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Unit owner, the costs and expenses may be assessed to the Unit owner as a common expense.

d. The Board, or its duly authorized agent, shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agent for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.

e. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these rules.