

SAN TROPAI BUILDING ONE
CONDOMINIUM ASSOCIATI

**RULES
AND
REGULATIONS**

RULES AND REGULATIONS SAN TROPAI BUILDING ONE CONDOMINIUM ASSOCIATION

Adopted in accordance with the authority set forth in the section 18.4(h) of the Illinois Condominium Property Act by the Board of Directors given under the Declaration of Condominium Ownership for San Tropai Building One Condominium Association with an effective date of

PREAMBLE

The following rules and regulations concerning the use of San Tropai Building One Condominium Association property, having been lawfully adopted by the Board of Directors for the San Tropai Building One Condominium Association, are binding upon all owners and residents of the San Tropai Building One Condominium Association. It is important that all members and residents are aware of these Rules and Regulations and your cooperation is appreciated by informing all of those in your unit.

The Board's goal is to maintain the property as a first-class Association and to provide the residents with specific information that will be reviewed on an on-going basis by the Board of Directors. In order to have effective rules and regulations, it requires the cooperation of all the residents of the Association. People who witness others breaking rules or vandalizing our property need to immediately notify the Management Company in order for the rules to be enforced. Each resident's cooperation and participation is encouraged.

Respectfully,

The Board of Directors
San Tropai Building One
Condominium Association

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- Exhibit A – Alteration and Addition Application
- Exhibit C – Violation Report
- Exhibit D – Notice of Violation
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INTRODUCTION

The Association welcomes you to San Tropai Building One Condominium Association. We sincerely extend our best wishes and hope you will enjoy living in our community. We wish to maintain an outstanding property and are sure you recognize the need for rules and regulations to keep things running smoothly and to insure pleasant, comfortable and enjoyable living in our homes. The information contained in this booklet is for the purpose of achieving and maintaining this goal as well as complying with the Declaration and By-Laws of the San Tropai Building One Condominium Association and the Illinois Condominium Property Act.

GENERAL INFORMATION

BOARD OF DIRECTORS AND BOARD MEETINGS

- a. Our Association's governing body is the Board of Directors. The Board of Directors is comprised of five (5) members who are elected at the annual unit owner's meeting which is generally held each November. The Board Members are responsible for the direction and administration of the property. Officers are appointed by the elected Directors. Officers consist of a President, Treasurer and Secretary; as well as a delegate to the Master Association.
- b. Dates of the Board Meetings are posted on the bulletin board in the mailroom. All unit owners are encouraged to attend.

MANAGEMENT COMPANY

- c. The Board of Directors hires a Management Company to handle the day-to-day business of our building. The Management Company is under contract and is responsible for arranging the performance of all maintenance and services contracted and paid for through the Association. The name and phone numbers of the Management Company are listed on the bulletin board in the mail room.
- d. For emergency problems, questions and complaints, please contact the Management Company or a Board Member.

ADVERTISING

1. Advertising by residents is permitted in the laundry and/or mail room on the bulletin board. No "For Sale" or "For Rent" or other solicitation and/or advertising signs or displays are permitted in the windows, balconies and/or on the Common Areas of the property.

AIR CONDITIONERS - *see Remodeling*

ASSESSMENTS

1. Assessments are due on the first day of each month. Personal checks or money orders shall be made payable to the San Tropei Building One Condominium Association and mailed to the address as designated by the Board.
2. A fifty dollar (\$50) late fee will be assessed to the assessment account of any owner whose assessment is not received by the fifth (5th) of the month in which it is due. In addition, proper legal action may be pursued. Once an account has been turned over to the Association's attorney for collection, in accordance with the terms of the Declaration and the Illinois Condominium Property Act, all legal fees incurred by the Association will be charged back to the owner's assessment account.
3. Please note that pursuant to the Illinois Condominium Property Act, the Association is authorized to pursue Forcible Entry and Detainer proceedings for delinquent assessments and other monies owed to the Association. These proceedings may result in the owner's loss of possession and eviction from his/her unit.

BALCONIES/PATIOS

1. Balconies/Patios are Limited Common Areas for your use and enjoyment and are to be kept free from clutter and debris.
2. Only the following items are permitted on balconies/patios:
 - a. Lawn or porch furniture
 - b. Window boxes
 - c. Flower pots
 - d. One (1) gas or electric grill (following requirements must be met for grill use):
 - i. Only an electric starter is to be used
 - ii. Grills must not be left unattended at any time after they are lit
 - iii. A portable Fire Extinguisher is to be present on the balcony/patio when the grill is being used.
3. Items not permitted to be stored on balconies/patios include, but are not limited to:
 - a. Exercise equipment
 - b. Ladders
 - c. Golf clubs
 - d. Bags
 - e. Garbage
 - f. Coolers
 - g. Bird feeders
 - h. Recreational items
 - i. Carpeting/large rugs
 - j. Bicycles

4. Residents are not permitted to fasten, hang or drape anything over the balcony/patio railing. No drying or airing of clothing, rugs, and/or laundry is permitted. Hanging of clothes lines is not permitted on balconies/patios nor are the railings to be used for such purpose.
5. Patios/balconies may not be decorated, enclosed or altered in any way without the written consent of the Board.
 - a. An Alteration and Additions application (Exhibit A) must be submitted to and approved by the Board of Directors for any alterations to the balconies/patios.
6. Snow must be removed from your balcony within 24 hours of snowfall to prevent water damage to units below. If a unit owner is going to be out of town, it is their responsibility to arrange for the snow to be removed.
7. Residents and their guests shall not throw any objects from their balcony/patio. Owners are responsible for damage caused by objects that fall or are thrown from their balcony/patio. This includes, but is not limited to cigarette butts. Fines for violating this provision shall not be less than one hundred dollars (\$100) per occurrence.
8. Entrance into units by climbing over balcony/patio railings or through windows is not permitted.
9. The cost of repairing any damage to the bricks or outside premises (Common Elements) in or around the balconies/patios that occurs due to the negligence of the unit owner or occupants shall be charged to the unit owner.
10. Movable planters and flower boxes may be placed on the balcony/patio, but are not permitted to be permanently fixed to the outside of the building.
11. Planting on the common elements adjacent to the first floor patios is permitted only with prior written consent of the Board.
12. Residents and their guests may not hold excessively loud conversations on the balcony/patio past the quiet hours.
 - a. Quiet hours are considered Monday – Thursday and Sunday 11:00pm – 6:00am. Friday and Saturday 12:00am – 7:00am.
13. Loud music is not permitted on balconies.
14. Residents must provide access to the unit and to the balcony/patio associated with the unit in order to allow the Association to make any necessary repairs when, in the determination of the Association, such access is necessary. It is the homeowner's responsibility to provide updated information on how they can be reached in an emergency.
15. Holiday decorations may not be attached to the brick of the building. If damage occurs, the owner will be responsible for the cost of repair.
16. Furniture cannot be lifted from the first floor to the second or third floor by using the balcony/patio.
17. The Association is not responsible for items damaged, lost or stolen from balconies/patios.

BARBEQUES - *see Balconies/Patios*

BUILDING EXTERIOR

1. Radio or TV antennas, satellite dishes, shutters, additional air conditioning units or other equipment are not permitted to be installed in, through or upon the exterior of the building or roof.
2. Nothing may be fastened to the balcony/patio divider walls, building exterior or any other part of the balcony/patio.
3. Only authorized personnel are allowed to access the roof of the building.

BUILDING SECURITY AND SAFETY

1. There are surveillance cameras in the building.
2. Please observe the following safety rules at all times:
 - a. **Never** allow entry of unauthorized persons to the building.
 - b. Request credentials for all service personnel before admitting them. **Note**, almost all authorized personnel would have arranged entrance to the building ahead of time through the Management Company.
 - c. Do not leave any common area doors open.
 - d. Do not open doors for persons not known to you.
 - e. Notify the Management Company of any broken doors, locks and windows.
3. Soliciting and loitering is not permitted in the lobby, stairways, hallways, entrances, parking lots, building grounds and/or any other common elements. Offenders should be reported to the Management Company.
4. Report suspicious persons or unusual activities to police and our Management Company.
5. Inform the Management Company where you may be reached during any extended absence from the building.
6. If your unit has been entered without your permission, call both the Palatine Police Department and the Management Company. Do not disturb or touch anything in your unit.
7. Do not obstruct exit doors, smoke detectors, fire extinguishers, stairs, security doors, boiler room door, windows and/or any other building components that could jeopardize the health, safety and welfare of the residents.
8. Tampering with exit doors, smoke detectors, fire extinguishers, stairs, security doors, boiler room door, windows and/or any other building components is prohibited.
9. Only authorized personnel may enter the roof, boiler room, pump room and electrical room.
10.
 - a. Smoking is prohibited anywhere on the common elements.
 - b. Smoking is permitted within the confines of the units only if the unit owner/occupant has taken steps to insure that none of the smoke, or odors from smoke, migrate into the common elements of the building or other units. In the event of a complaint by any individual that smoking is emanating from inside the unit into the common elements or other units, all smoking activity must terminate until the owner/occupant can demonstrate to the satisfaction of the Board of Managers that he/she has taken appropriate steps to prevent the migration of smoke from the interior of the unit. The burden is on the unit owner/occupant desiring to permit smoking within the confines of the unit to persuade the Board that the problem has been resolved.

- c. Each day a complaint is received by the Board of Managers/Management, shall constitute a separate violation and will subject the unit owner to a reasonable fine as determined by the Board of Managers.

BULLETIN BOARDS

1. The glass mailroom bulletin board is for display of official Association documents and announcements. Please take regular note of your bulletin board as it contains information pertaining to events of your home.
2. Notes for UPS/Fed Ex deliveries are to be posted on the main entry bulletin board only.

CHILDREN

1. Children are not permitted to play at the main entrances to the building, fire lane, under the portico, in the halls, stairways, lobby and/or laundry room.
2. Ball playing, riding scooters, bikes, skateboarding and/or rollerblading is not permitted under the portico.
3. BB guns, pellet guns or any other air guns are not permitted on San Tropai Building One Condominium Association Property.
4. Throwing rocks is strictly prohibited.

COMMERCIAL ACTIVITIES

1. In accordance with the By-Laws, no industry, business, trade, occupation or profession of any kind; commercial, religious, educational or otherwise designated for profit, altruism or exploration shall be conducted, maintained or permitted in any unit.
2. Exceptions:
 - a. The unit restrictions shall not, however, be constructed in such a manner as to prohibit a unit owner from:
 - i. Maintaining his/her professional library
 - ii. Keeping his/her personal business or professional records or accounts
 - iii. Handling his/her personal business or professional telephone calls or correspondence
 - b. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the By-Laws.

COMMON ELEMENTS

1. The term "Common Elements" is clearly defined in the declaration and includes all areas other than the units. For purposes of clarity, it should be understood that the following areas are considered to be part of the Common Elements:
 - a. Halls, stairways and equipment
 - b. Laundry room, storage locker areas, boiler room, meter room and pump room
 - i. Including doors and windows

- c. Building roof
 - d. Streets, parking lots, driveways and fire lanes
 - e. Lawn and landscaped areas
 - f. Exterior elevations of the building
 - g. Television antennas, smoke detectors, fire doors, sprinklers, Common Area timers and controls, electrical wiring and water/sewer pipes
 - h. Balconies/patios (Limited Common Elements)
 - i. Party room
 - j. Front and side doors of the building
2. Each unit owner is responsible for any damage caused to the Common Elements as a result of negligence, carelessness or misuse by either themselves, their residents, their guests or persons engaged by them to perform services or, resulting from the operation of their unit.
 3. The Association wishes to preserve and improve the landscaping of the building grounds. It is important to have your cooperation in keeping the building grounds free of litter, parked bicycles, toys and other equipment. Partying and loitering on the lawn is strictly prohibited.
 4. All damage to the common grounds shall be professionally repaired. Repairs are to be approved in writing by the Association.
 5. To comply with the Village of Palatine Fire Code and for the safety of all residents, do not leave articles such as toys, bicycles, wagons, carts, etc. at the entrance and fire doors, hallways and/or stairs at any time.
 6. Residents shall not place any furniture, packages or any other objects in the lobby, hallways, vestibules, stairways and other common areas.
 7. Unit doors must be closed at all times.
 8. Boots/shoes, boot trays, umbrellas and doormats are not allowed in the hallways or at the unit entrance door in the common hall.
 9. Signs are not allowed on unit doors or on the exterior of the building without the prior written consent of the Board of Directors.
 10. Smoking is strictly prohibited in the interior common area, including but not limited to the hallways, laundry room, party room, storage rooms, elevator and lobby.
 11. Newspapers and other deliveries must be picked up promptly.
 12. Drinking of alcoholic beverages is not permitted on the Common Elements.
 13. Anything left on the Common Elements longer than twenty four (24) hours will be removed.
 14. When entering and leaving the building, please keep noise to a minimum.
 15. Nothing shall be done in any unit or the Common Elements which may impair the structural integrity of the building or which could structurally change the building without the prior written consent from the Board.
 16. Nothing shall be done in any unit or on the common elements which constitutes a nuisance or annoyance to other unit owners.

ELEVATOR

1. Residents should contact the Management Company immediately if the elevator is not functioning properly.
2. Residents must contact the Management Company prior to using the elevator for moving heavy objects (i.e. appliances, furniture, etc).
3. The elevator may not be used in a manner that prevents use by other residents for an extended period of time.

4. Wall pads and floor coverings must be used when moving or taking delivery of any furniture/appliance. These are stored in the second floor storage room next to the elevator.

FAXES

1. All facsimile charges incurred by the Association as a result of individual unit owners, shall be assessed to that unit owner's account at the rate charged by the Management Company.

FIRE EMERGENCIES

1. The procedures in the event of an activated smoke detector as recommended by the Village of Palatine Fire Department, are as follows:
 - a. All occupants should prepare to immediately exit the building
 - b. Check the front door for heat by feeling the door with your hand.
 - i. Feel the door knob as it will be the hottest part of the door.
 - c. If the door does not feel warm to your touch, then open the door and check the hallway for smoke and/or fire.
 - d. When you exit your unit, make sure the door closes behind you and proceed to the ground floor using the nearest stairway.
 - e. If there is any indication of smoke and/or fire in the building, continue directly to the outside of the building.
2. *Remember that the building was constructed with fire safety in mind. If you remain calm and follow the above procedures, it will lead to an orderly and safe evacuation.*
3. It is strongly recommended that each activated alarm be treated as an actual fire, until proven otherwise.

FIRE EXTINGUISHERS, SMOKE DETECTORS, CARBON MONOXIDE DETECTORS AND DOOR CLOSERS

1. Please take note of the fire extinguishers located on each floor.
2. Notify the Management Company if you notice any irregularities in this equipment.
 - a. *Tampering with this equipment is a criminal offense.*
3. Smoke detectors and carbon monoxide detectors inside the units should be checked at least twice per year to be certain that they are in proper working order.
 - a. The Palatine Fire Department requires that each unit have a battery operated smoke alarm within fifteen feet of each bedroom.
4. From time to time, the Association may conduct inspections of the individual units to verify that the emergency equipment is in working order. Advance notice shall be given prior to any inspection. Inspections shall be made by either the Palatine Fire Department or a representative of the Association.

FURNACES – see *Remodeling and Alterations and Additions Application.*

INSURANCE

1. As of the effective date of this Rule, all unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$100,000.00 are required.
2. The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.
3. Each unit owner will be responsible to provide the Board of Managers with evidence of insurance in the form of a “Certificate of Insurance” issued by the insurance agent providing the coverage.
4. In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the association as set forth above, the Board of Managers may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the unit owner. Additionally, the failure to provide the insurance required herein shall constitute a violation of the rules which may result in a daily fine for every day the insurance certificate is not produced.
5. In no event is the board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

KEYS FOR BUILDING ENTRANCE DOORS

1. Unit owners may obtain additional keys to the building entry doors by calling the management office during regular office hours.
 - a. **Keys cannot be duplicated.**

LAUNDRY ROOM

- a. HOURS: 8:00AM TO 10:00PM.
- b. No machines are to be running prior or after these times.
 - i. Any machines running before or after these times will be shut off.
- c. DRYERS: Lint must be removed from the machines after each use. Nothing should be put in the dryer that might melt.

MISCELLANEOUS

1. Owners shall not direct contractors of the building in the performance of their duties.
2. Owners shall refrain from requesting building contractors to do special jobs during working hours

MOVE-IN/MOVE OUT PROCEDURES

1. Residents shall provide to the Association a formal written notice of intent to sell and the proposed date of closing. Included must be the name, address and phone number of the proposed new owner. The information must be provided at least thirty (30) days prior to closing.
2. Notice must be given to the Management Company for all move in and move out of the building.
3. A one-time \$75.00 is charged to program the intercom.
4. New owners/residents must meet with the Board of Directors prior to moving in or doing any alteration, repairs, or remodeling in their units.
5. Moving hours are Monday through Saturday from 8:00 AM to 5:00 PM. The Association reserves the right to stop moves that begin before or extend beyond the above-designated hours.
6. Move-ins should be through the side entrance to the building.
7. All debris resulting from the moving process should be removed and disposed of properly.
8. For removal of large items including furniture and appliances, the unit owner must contact a removal company. Contact the Management Company for the name and phone number of a removal company to be used. The unit owner/resident is responsible for arranging the prompt disposal of all packing materials. If disposed of in the dumpsters, boxes must be broken down before they are placed in the garbage room. Failure to comply with this rule when moving will result in a \$100.00 fine, per violation.
9. Any move-in and move-out should be done with expediency and with the least disturbance possible.
10. Two months of assessments are due at closing for reserves.
11. Seller & buyers must pay \$100.00 move-in/move-out fee which is refundable.

.NOISE

1. If you have hardwood floors please remove your shoes or wear soft soled shoes when you are home. The surrounding units can hear the clicking or taping of shoes with a heel, please be considerate of your neighbors.
2. Radios, televisions, etc. should be listened to at a volume so that they cannot be heard outside the boundaries of your unit at any time.
3. Guests attending parties must remain within the unit. Please be aware that unit owners have the right to complain and call the police if a party is too loud. Parties may not spill over into hallways or other common areas. The Party Room may be reserved for a fee for parties.
4. Unit owners/residents are responsible for their guests.

5. Unreasonable noise or disturbance is not permitted at any time. This includes excessive noise on the balconies, patios and common areas. The unit owners have the right to file complaints with the Management Company which may result in fines.
6. Renovations and remodeling (hammering, drilling, etc.) shall be done between the hours of 8:00 AM and 6:00 PM Monday through Saturday. This type of work is not allowed on Sundays, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years Day.

PARKING

1. One parking space is assigned to each unit in the parking garage.
2. The portico in front of the building is to be used for pickup and delivery only. No vehicles should be parked there for more than ten minutes. All engines and music must be tuned off/down while in this area.
3. Unlicensed vehicles should be reported to the Palatine Police.
4. No vehicles are permitted in the fire lanes.

PARTY ROOM

1. The Party Room on the sixth floor is available only by reservation. Please contact the Board Members for reservations.
2. A cash deposit of \$50.00 plus a \$50.00 security deposit is required for each time slot that is reserved. This amount will be forfeited if the key is not returned or the Party room is not left in the same state of cleanliness as it was when it was rented. The deposit will be returned three (3) days after usage, unless forfeited. The security deposit does not limit the liability for damages, and the renter is responsible for the full cost of replacement of damaged property.
3. The owner of the unit must be present at the party.
4. No minor, under the age of 18, is permitted in the Party Room unless accompanied by an adult.
5. Loud noises should be kept to a minimum.
6. Decorations may not be affixed with push pins to the walls, windows, floors, etc.
7. Smoking is not permitted in the Party Room.
8. Due to the proximity of bedrooms to the Party Room, the Party Room must be vacated no later than midnight. The noise should be kept to a minimum after 11:00 PM.

PETS/ANIMALS

1. Dogs, snakes, birds, pot belly pigs, lizards, mice, rats, bunnies, ferrets, and/or any type of exotic animals are prohibited.

2. Feeding of birds, squirrels, raccoons and/or other wild animals is prohibited.

PLUMBING – See *Remodeling*

RECYCLING – See *Trash Disposal*

REMODELING

1. All proposed condominium renovations must be documented on the Applications and Additions form (Exhibit “A”) and submitted to the Management Company for approval by the Board of Directors in advance of any construction or demolition. This form includes a time line as well as the method of disposal of materials. The remodeling work must be carefully described and accepted, following all rules set forth in the Rules and Regulations of the building. The owner may be asked to submit architectural plans, copies of permits and contractor agreements to the board for written approval prior to commencing the work, and these documents will be kept on file with the Management Company. If warranted, the board may seek the review and approval of an architect or engineer with related costs to be paid by the owner. All work must be done by qualified contractors or tradesmen to insure they are insured, certified, licensed and follow city codes for safety. Remodeling renovations or changes to major original condo features, for example removing a wall, plumbing/electrical work, gas lines, demolition, kitchen/bathroom remodeling, tile or hardwood flooring. A deposit may be charged when there is danger of damage to common areas or the elevator.
2. Notice to all neighbors adjoining above, below and/or across from your unit must be delivered 48 hours in advance of any work requiring noise. This may be in the form of a note under the door. This includes but is not limited to, tile work, replacing carpeting, installing wooden floors and installing cabinets.
3. Furnace and Air Conditioner replacement should not include any brickwork. If brickwork is absolutely necessary, the Management Company prior to and after replacement, must do an approval and inspection. Brickwork must be to the satisfaction of the Board. A permit is required by the Village of Palatine.
4. Any work, either replacement or remodeling that necessitates the water being shut off, must be approved by the Management Company. A 24 hour notice is required for all residents who may be affected. If you have an emergency, please notify the Management Company and your neighbors immediately.
5. All owners are required to obtain the necessary permits from the Village of Palatine for any work to be performed within their unit.

RESTRICTED AREAS

1. Only authorized personnel are permitted on the roof, boiler, elevator and electrical rooms.

SEASONAL DECORATIONS

1. Seasonal decorations outside the unit may be installed. They should be removed no later than one (1) month after the date of the holiday.
2. No decorations that create a safety hazard or cause damage to the property are permitted.
3. Decorations may not be placed on the bushes/landscape.

SMOKING - See BUILDING SECURITY AND SAFETY

SOLICITORS

1. Door to door soliciting is prohibited without the written consent of the Association in which case the solicitor will carry and display an authorization card signed by the Management Company or a Board Member. Any unauthorized solicitors should be reported to the Palatine Police Department.

STORAGE LOCKER ROOMS

1. One individual locker is provided for each unit. Every assigned locker must be padlocked (at the residents expense) to protect locker contents.
2. **Do not store flammable materials or materials that emit offensive odors (i.e. gasoline, turpentine, paint, etc.) in your storage area.**
3. All items being stored must be placed inside the locker. Nothing may be stored in the aisles, recesses or in a way to obstruct another locker.
4. The Association assumes no responsibility for lost or damaged items.
5. Items located outside of the locker will be considered abandoned and will be discarded.

THEFT

1. If you are seen taking building items or items addressed to another resident without their permission, for example: mail, newspapers, etc., you will be fined for each occurrence and/or reported to the police.

TRASH DISPOSAL

1. Garbage is picked up by Groot on Monday, Wednesday, Friday.
2. All garbage must be securely sealed in leak-proof containers or plastic bags when placed in the garbage chutes or placed inside the dumpsters.
3. Boxes must be broken down.

4. Disposable diapers, sanitary napkins, paper towels, facial tissues and any non-biodegradable products shall not be flushed down toilets or otherwise be placed in the sanitary sewer system.

VANDALISM

1. Any acts of vandalism shall be first reported to the Palatine Police Department and then to the Association.

VEHICLES

1. Washing of cars is not permitted on Association Property.

WASHERS AND DRYERS

1. Washers and dryers are not permitted in units.

WINDOWS

1. Blankets, sheets and newspapers are not considered acceptable window treatments. Any exception to this rule must be approved in writing by the Board.
2. Temporary coverings such as sheets, bedspreads, etc., must be removed within a thirty (30) day period after occupancy.
3. Broken windows must be repaired immediately by the unit owner. All screens and windows must be in working order. Homeowners who wish to replace windows must complete the Alterations and Additions form and receive approval from the Board of Directors in writing before the windows are replaced. Only approved windows may be used. (see remodeling)

STROLLERS

1. You are not permitted to bang a buggy or stroller into any door.

RULES REGARDING THE ENFORCEMENT POLICIES

In accordance with section 18.4(1) of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed written complaint must be submitted by an owner, the managing agent, a resident, or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the Management Company or the Board (Exhibit "C").

1. If a unit owner or resident violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, and/or Rules and Regulations of the Association, the following shall occur:

- a. Upon first violation, the unit owner and resident (if other than unit owner) shall be notified by the Management Company or the appropriate authorized personnel of the Association. The notification shall be in a manner prescribed by the Board and substantially in the form attached as Exhibit "D". In certain circumstances as set forth in these Rules and Regulations, a first offense may also result in a fine being levied against you.
 - b. Upon a second or continuous violation, the unit owner and resident (if other than unit owner) shall be notified by the Management Company or the appropriate authorized personnel of the Association. The notification shall be in a manner prescribed by the Board and, if the Board so elects, by the association attorney. In addition, the unit owner shall also pay costs of any legal fees incurred by the Association as charges to the Association by the attorney.
 - c. Upon further or continuous violations, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the unit owner's account.
 - d. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and By-Laws, and/or the Rules and Regulations of the Association.
2. Any unit owner shall pay all charges assessed within thirty (30) days of the notification that such charges are due. Failure to make payment in this time shall subject the unit owner to all of the legal or equitable remedies necessary for the collection of same.
 3. These remedies are not exclusive and the Board may, in addition, take any action provided for in the Illinois Condominium Property Act, the Declaration and By-Laws, or as otherwise authorized at law or in equity to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.
 4. If the unit owner feels that he/she has been wrongfully or unjustly charged with a violation, he/she may proceed as follows:
 - a. The notice of violation sets the date for a hearing on the alleged violation(s). The homeowner must appear at this hearing in order to protest the alleged violation. The hearing on the alleged violation will be held with or without the presence of the homeowner on the scheduled date.
 - b. At the hearing, the Board or hearing committee shall hear and consider arguments, evidence, or statements regarding the alleged violation. After a full hearing, the Board or Committee shall state its determination regarding the alleged violation. The decision of the Board shall be final and binding on the unit owner and/or resident.
 - c. Payments of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notification of the Boards determination shall be made substantially in the form attached as (Exhibit "E").

- d. Time is of the essence of this policy. Notices are deemed made when deposited in the United States Mail, postage prepaid, to the unit owner at the unit address, or to such other address as the unit owner may have previously filed with the Management Company, and the residents at the unit address.

STATEMENT OF FINES

Any violation of the San Tropai Building One Condominium Association Rules and Regulations will result in the following fines. Any expenses incurred by the Association because of a violation(s) will also be charged to the unit owner in violation.

<u>Violation</u>	<u>Fine</u>
First notice of violation	\$50
Second notice of violation	\$100
Third notice of violation	\$150
Subsequent notices	\$200

RULES AND REGULATIONS BOOKLET

1. Each unit owner is provided with one copy of the Rules and Regulations booklet. Additional copies may be purchased from the Association for a fee.
2. All rules, regulations, restrictions, and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the section above.
3. The Rules and Regulations are binding upon all unit owners, residents, their families, guests, and tenants. Exceptions to the Rules may only be in writing, signed by the Board following a written request by a unit owner.

CONCLUSION

It is recommended that unit owners thoroughly review their copy of the "Declaration of Condominium Ownership and By-Laws" for additional information regarding rights and responsibilities of ownership. The Association realized that most residents routinely observe these rules and regulations. However, for the benefit of building harmony, it is necessary to clearly identify Association policy. We enlist your cooperation and request that you report any violations that you observe to the Management Company.

July 28, 2011 approved – adopted September 22, 2011

ALTERATIONS AND ADDITIONS APPLICATION
EXHIBIT A

HOMEOWNER: _____ DATE: _____

ADDRESS: _____ UNIT _____

DESCRIPTION OF IMPROVEMENT: _____

LOCATION:
(Room) _____

STARTING DATE: _____ COMPLETION DATE _____

MATERIAL TO BE USED: _____

CONTRACTOR'S INFORMATION (IF APPLICABLE): _____

HOW/WHERE WILL OLD ITEMS BE REMOVED FROM THE PREMISES: _____

A sketch of all improvements must be attached to the application to show location and dimension relative to existing structures.

As of the approval date of this alteration, I accept full responsibility for the altered area and will maintain it in a safe and presentable condition.

Upon signing this application, as the homeowner, I am acknowledging that I will abide by the rules in this agreement. I also understand that if I fail to comply with the rules of the policy set forth by the Association, I am subject to a fine. I agree to contact the Board of Directors if the alteration will not be completed by the stated date of this application. I agree not to begin work before 8:00 a.m. and end by 6:00 p.m., Monday-Saturday and no work on Sunday. In accordance with the Rules and Regulations, I will notify my neighbors of said work. I am aware I may not block the hallways and I need to clean up and/or vacuum any mess that is made in front of my unit or in the hallways.

HOMEOWNER'S SIGNATURE: _____ DATE: _____

ALTERATIONS AND ADDITIONS APPLICATION
(Cont'd)

DATE RECEIVED: _____ BY: _____

DATE APPROVED: _____ BY: _____

DATE REJECTED: _____ BY: _____

REASON FOR REJECTION: _____

EXHIBIT C

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE NOTE: A Violation Complaint must be completely filled out or the Board will not consider the complaint valid. After the report has been filed, it will be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name:

Address: _____ Unit No.: _____

Violation Location: _____

Date of Violation: _____ Approximate Time: _____

VIOLATION(S):

Were any photographs taken? Yes No If so, by whom: _____

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, and the name(s) of anyone else who was present.

Report submitted by: _____

Address: _____ Phone: _____

I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and in the event of a hearing or trial, I will appear to testify as a witness.

Signature: _____ Date: _____

NOTICE OF VIOLATION
EXHIBIT D

Date: _____

TO: Unit Owner _____

You are hereby notified, as the owner of Unit _____, that a Violation complaint form has been filled out accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations regarding:

This was allegedly violated by: _____

The Board of Directors will review the violation(s) at our next special Board Meeting on _____ 20 _____ at approximately _____ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at the meeting. The Board will proceed on the above stated date with or without your presence.

Yours truly,
San Tropai Building I Condominium Association
Board of Directors

Exhibit E
NOTICE OF DETERMINATION REGARDING
VIOLATION

Date:

TO:

On _____, the Board found you to be in violation of the Declaration, By-Laws or Rules and Regulations of the Association regarding:

The Board has taken the following action:

The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$_____ have been assessed against your unit and are now due.

Very truly yours
San Tropai Building One
Condominium Association
Board of Directors