SAN TROPAI BUILDING TWO CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

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 Two Condominium Association with an effective date of _____01/18/2021___.

PREAMBLE

The following rules and regulations concerning the use of San Tropai Building Two Condominium Association property, having been lawfully adopted by the Board of Directors for the San Tropai Building Two Condominium Association, are binding upon all owners and residents of the San Tropai Building Two 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 are encouraged.

Respectfully,

The Board of Directors San Tropai Building Two Condominium Association

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INTRODUCTION

The Association welcomes you to San Tropai Building Two 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 Two 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. The elected Directors appoint officers. 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 boards on each floor by the elevator landings. 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.

<u>AIR CONDITIONERS</u> - 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 Tropai Building Two Condominium Association and mailed to the address as designated by the Board.
- 2. A twenty-five dollar (\$25) 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. All assessments received are credited toward the oldest balance. 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.
- 4. Any Penalties levied by the Board for Association Rule violations, not paid within 15 days of the board decision, shall be deemed delinquent and subject to the above assessment enforcement procedures.
- 5. The Board should be notified in the event a unit owner has a problem pertaining to payment of his assessment, so that a payment plan can be worked out.

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. Appropriate lawn or porch furniture
 - b. Window boxes
 - c. Flowerpots
 - d. 1 Satellite dish
 - e. 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.
 - f. Satellite dishes or antennas must be approved by the Board by filling out an Alterations and Additions Application. No more than two dishes are permitted.
- 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. 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.
- 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 two hundred and fifty dollars (\$250.00) per occurrence.
- 7. Entrance into units by climbing over balcony/patio railings or through windows is not permitted.
- 8. 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.
- 9. 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.
- 10. Planting on the common elements adjacent to the first-floor patios is permitted only with prior written consent of the Board.
- 11. Residents and their guests may not hold excessively loud conversations on the balcony/patio past the quiet hours.
 - a. Quiet hours are considered 10 P.M to 9 A.M.
- 12. Loud music is not permitted on balconies.
- 13. 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.
- 14. 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.
- 15. Furniture cannot be lifted from the first floor to the second or third floor by using the balcony/patio.
- 16. The Association is not responsible for items damaged, lost or stolen from balconies/patios.
- 17. Owner or tenant are responsible for removing snow from their balconies.

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. No running in hallways or common elements.
 - e. Do not open doors for persons not known to you.
 - f. 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/vaping is permitted within the confines of the units only if the unit owner/ occupant has taken steps to ensure 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.
- d. Lawful smoking/vaping of cannabis is permitted in the Units. If smoke/vapor emanating from a Unit migrates to the Common Elements proper steps need to be taken to minimize transmission. Otherwise, violations will incur a fine.

CHILDREN

- 1. Children of working parents must be supervised by someone designated by the parents and must have access to their unit at all times It is of the utmost importance that children be so supervised that they will not present a disciplinary problem to the Association.
- 2. The unit owner will be held responsible for any damage caused by children due to negligence, carelessness or misuse in the common areas or limited common areas.

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 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)

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- 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 are 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, shopping carts, 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.
- 17. Flying drones on the property is strictly prohibited.

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 doorknob 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.

<u>FURNACES</u> – 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 it 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. <u>HOURS:</u> 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. <u>DRYERS</u>: Lint must be removed from the machines after each use. Nothing should be put in the dryer that might melt.

- d. <u>WASHERS</u>: Empty your pockets before loading clothes in the washers. No tints or dyes are to be used in the machines. Washers should be cleaned out if there is lint or dirt in them.
- e. <u>MACHINERY</u>: If the machine malfunctions, you are responsible for calling the laundry company and leaving a note on the machine. This expedites the repairs to the machine. If you lost your money, please contact the management company for reimbursement.
- f. <u>CLOTHES</u>: Keep track of time. Courtesy regarding the prompt removal of clothing from the washers and dryers is expected. Clothes left unattended in a washer or dryer may be removed if someone is waiting to use that machine.
- 2. The association is not responsible for damaged, lost or stolen items.

LEASING OR SELLING YOUR UNIT

- 1. SELLING YOUR UNIT:
 - a. Refer to San Tropai Building Two Condominium Declarations of Condominium Ownership and By-Laws.
 - b. Contact the Management Company for information regarding the procedures to be followed, any paperwork required and any processing fees currently in effect.
 - c. The unit owner is responsible for providing the proposed purchaser(s) with a copy of the current, recorded San Tropai Building Two Condominium Declarations of Condominium Ownership and By-Laws and a copy of the rules and regulations. Copies may be purchased through the Association.
 - d. The unit owner is responsible for providing the seller 2 keys to the main entry doors, 1 key for the mailbox, storage locker, laundry card and a garage door opener. Keys may be purchased from the Management Company prior to closing, please contact the management company for these costs.
 - e. Lock boxes may not be attached to the building property but can be attached to the handicapped parking poles in the front of the building.
- 2. LEASING YOUR UNIT

Owner must give thirty (30) days written notice to the Board of any intent to sell or lease his unit. Such notice shall specify the name and address of the proposed purchaser or lessee.

- a. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association. Each lease must contain a rider whereby Lessee agrees that breach of any of the provisions of the Declaration, By-Laws and Rules and Regulations will be a default under the lease.
- b. No unit owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for the period of at least one year.
- c. In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a tenant, the Board, at its discretion, shall determine what action or actions to be taken against the unit owner or tenant, as the case may be. When the Board at its discretion, determines that a violation warrants termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

- d. All Unit owners who do not reside in a unit owned by them, shall provide the Board with their permanent residence address and phone number where they may be reached in an emergency both at home and at work. Any expenses incurred in locating a unit owner who fails to provide such information, shall be assessed to that unit owner's account.
- e. Owners must make their tenants aware of the Rules and Regulations to ensure that they abide by them.

MAINTENANCE

- 1. The unit owners are responsible for any problems within their unit as stated in the Declaration.
- 2. For emergency problems with heat, plumbing, etc. within the units and in common areas, call the management company or a Board member. Service calls are chargeable to the unit owner when the service performed does not pertain to the common elements.

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-OUT/DELIVERIES

 Move In-Out/Deliveries must be scheduled 5 days in advance with the managing company. A \$250 deposit shall be delivered to the management company PRIOR to the scheduled move in/out date. Upon completion of the move in/out, an inspection of the building's common areas will be conducted and all or part of the deposit will be returned. If these requirements are not met, an immediate \$250 fine per violation will be assessed to the condominium owner.

NOTE: non-resident owners are responsible for their tenant's compliance with these rules.

- 2. Moving hours are Sunday through Saturday from 8:00 AM to 9:00 PM. The Association reserves the right to stop moves that begin before or extend beyond the above-designated hours. NO MOVES are permitted on Thanksgiving, Christmas Day and New Year's Day.
- 3. All items must be brought in through the delivery entrance, the back side door only, NOT the lobby entrance. Failure to do so will result in a \$250 fine.
- 4. Building access doors shall not be left open and/or unattended. Violation of this rule will result in an IMMEDIATE \$250.00 fine to the condominium owner.
- 5. Owners who rent their units must provide written notification of the tenant, their tenant's telephone numbers, and a copy of the lease to the managing agent. The lease must include a copy of these rules.
- 6. The elevators max capacity is 2500lbs (1130 kg). Do not overload the elevator, do not prop the elevator doors with any objects and use the elevator with installed pads only.
- 7. Failure to properly use elevators during your move will result in a \$250 fine.

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- 8. Residents using the elevator do not have exclusive use during the move. Residents shall complete elevator loads on the landing before the elevator is loaded. Between loads, the elevator must be returned to service.
- 9. Damage repair charges resulting from failure to follow elevator rules will be billed to the condominium owner.
- 10. Prior to using the elevator, the resident must post a notice of the date and times the elevator will be in use. This notice should be posted at the first-floor elevator entrances, and in the mail room.
- 11. All debris resulting from the moving process should be removed and disposed of properly.
- 12. 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 \$250.00 fine, per violation.
- 13. Any move-in and move-out should be done with expediency and with the least disturbance possible.
- 14. New owners/residents must meet with the Board of Directors prior to moving in or doing any alteration, repairs, or remodeling in their units.
- 15. Two months of assessments are due at closing for reserves.
- 16. Seller & buyers must pay \$250.00 move-in/move-out fee, which is refundable.
- 17. A one-time \$10.00 fee is charged for changing the name in the intercom directory.

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 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.
- Renovations and remodeling (hammering, drilling, etc.) shall be done between the hours of 9:00 AM and 9:00 PM Monday through Saturday. This type of work is not allowed on Sundays, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's 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.

PETS/ANIMALS – DOGS ARE NOT ALLOWED

- 1. Snakes, pot belly pigs, lizards, mice, rats, or any other type of exotic animal are not permitted.
- 2. When not within a unit, all pets must be on a leash. The pet should be under the owner's control in common areas (all areas outside of the unit) at all times.
- 3. Feeding of birds, squirrels or other wild animals is prohibited.

<u>PLUMBING</u> – See Remodeling

<u>RECYCLING</u> – See Trash Disposal

REMODELING

1. Construction debris must NOT be placed in the building's dumpsters or left in the common areas, including the garage. Contractors must remove all debris OR the condominium owner must contact the management company in advance to arrange for a special pickup which will be billed to the condominium owner.

If these requirements are not complied with, an immediate \$250.00 fine per violation will be assessed to the condominium owner.

2. All proposed condominium renovations must be documented on the Applications and

Addition's 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 timeline 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.

3. 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.

- 4. 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.
- 5. 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.
- 6. All owners are required to obtain the necessary permits from the Village of Palatine for any work to be performed within their unit.
- 7. Hot tubs, spas, Jacuzzis, and one-piece showers are not allowed.

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 resident's 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.

<u>THEFT</u>

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.
- 5. No garbage disposers are allowed due to over taxing of our plumbing system.
- 6. All appliances and construction debris, including carpeting must be removed by the vendor.
- 7. Contact Groot at 800-244-1977 for special pick-ups.

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 Two 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.

Violation	Fine
All Violations:	\$250

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.

SAN TROPAI BUILDING TWO CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

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.

EMERGENCY CONTACT INFORMATION

Fire, Police or Medical Emergency 911 Non-Emergency 311

The Board Building 2 Mail address: 1275 E Baldwin Ln. Unit 800 Palatine, IL 60074 Email: santropai2@gmail.com

Master Board Mail address: Email: santropaimasterboard@gmail.com

Management Company: Mperial Management Company Hours Monday through Friday 9 a.m.-5:00 p.m. Mail address: 110 N. Brockway St., Ste 320 Palatine, IL 60067 Phone: (847)757-7171 x 803 Fax: Email: santropaipalatine@gmail.com Emergency after hour's telephone:

SAN TROPAI BUILDING TWO CONDOMINIUM ASSOCIATION

Palatine, IL 60074

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