

**SANDPEBBLE WALK  
BUILDING THREE  
CONDOMINIUM ASSOCIATION**

**RULES**

**and**

**REGULATIONS**

Adopted – July 12, 2007

Effective – July, 13 2007

# RULES AND REGULATIONS SANDPEBBLE WALK BUILDING THREE CONDOMINIUM ASSOCIATION

This document was adopted in accordance with the authority set forth in the section 18.4(h) of the Illinois Condominium Property Act and the authority of the Board of Directors given under the Declaration of Condominium Ownership for the Sandpebble Walk Building Three Condominium Association with an effective date of July 13, 2007.

## PREAMBLE

These Rules and Regulations have been adopted with intent of providing the residents of Sandpebble Walk Building Three Condominium Association with a practical plan for day-to-day living at Sandpebble Walk Building Three, extracted from the technical language of the Declaration, By-Laws and Illinois law.

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. However, the Board is not a police department and in order to have effective Rules and Regulations, it requires the cooperation of all of the residents of the Association. Unless the people that witness these rules and regulations not followed notify the Board, through its managing agent, of rule infractions, the Rules cannot be enforced. Each resident's cooperation and participation is encouraged.

Respectfully submitted,  
The Board of Directors  
Sandpebble Walk Building Three  
Condominium Association

# SANDPEBBLE WALK BUILDING THREE CONDOMINIUM ASSOCIATION

## Rules and Regulations Booklet

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## **INTRODUCTION**

The Association welcomes you to Sandpebble Walk Building Three. We sincerely extend to you our best wishes in your new home and hope you will enjoy living in our community. We wish to maintain an outstanding property, and we feel 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, rules and regulations contained in this booklet are for the purpose of achieving and maintaining this goal as well as complying with the Declaration and By-Laws of the Sandpebble Walk Building Three Condominium Association and the Illinois Condominium Property Act.

## **GENERAL INFORMATION**

### **A. BOARD OF DIRECTORS/BOARD MEETINGS**

1. The Board of Directors for our Association is comprised of three (3) members. Board Members are elected at the annual unit owners' meeting, which is generally held in October each year. The Board Members are responsible for the direction and administration of the property. Officers are elected by the Board Members. Officers consist of a President, Treasurer and Secretary.
2. Dates of the Board meetings are posted on the bulletin board in the mailroom. All unit owners are appropriately notified of Board meetings, and are encouraged to attend.
3. If you would be interested in serving as a member of the Board, please contact the Management Company. Any unit owner is eligible. If for some reason you cannot serve as a member of the Board, perhaps you would be willing to serve on a Committee. Please contact the Management Company for more information.

### **B. OUR MANAGEMENT COMPANY**

1. The Board of Directors hires a Management Company to handle the day-to-day business of our Condominium Association. The Management Company is under contract and, in general, is responsible for the conduct and performance of all maintenance and services contracted and paid for through your Association. The name and phone number of the Management Company is listed on the bulletin board in the mailroom.
2. For emergency problems, questions and complaints, please contact the Management Company. If you feel it is necessary to contact a member of the Board, please do so by telephone.

## **ADVERTISING**

1. Advertising by residents is only permitted in the laundry room on the bulletin board provided for that purpose. These advertisements must be signed and dated and will be removed monthly.
2. No "For Sale", "For Rent" or other solicitation or advertising signs or displays are permitted in the windows or on the Common Areas of the property. Open house notices will be permitted on the bulletin board near the security phone only during the hours of the event. Notices **must be removed** as soon as the event ends.

## **AIRCONDITIONERS** – see remodeling

## **ASSESSMENTS**

Following is the collection policy with regards to monthly assessments:

1. Assessments are due on the first day of each month. It is the unit owner's sole responsibility to make timely payments of assessments.
2. Personal checks or money orders shall be made payable to the Sandpebble Walk Building Three Condominium Association and mailed to the address as designated by the Board.
3. A <sup>TWENTY 20.00</sup> ~~five~~teen (\$15.00) late fee will be added to the assessment account of any owner whose assessment is not received by the fifteenth (15<sup>th</sup>) of the month. In addition, proper legal action may be pursued. Once an account has been turned over to the Association's attorney for collection, all legal fees charged to the Association will be charged back to the owner's assessment account.

Please note that pursuant to the State of Illinois Condominium Property Act, the Association is authorized to pursue Forcible Entry and Detainer proceedings for delinquent assessments and other monies owned 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: appropriate lawn or porch furniture, appropriate window boxes and flower pots NOT attached to the building or ceiling. Only covered liquid propane fueled or electric grills are permitted provided the following requirements are met:
  - a. Only an electric starter is to be used. Liquid/solid chemicals are expressly forbidden.

- b. Grills must not be left unattended at any time after they are lit.
  - c. Balcony and patio doors must be closed during barbecuing to prevent interior damage. A portable chemical fire extinguisher is to be present on the balcony/patio when the grill is being used.
3. Items which are **NOT** permitted to be stored on balconies/patios include, but are not limited to the following: bicycles, golf clubs, bags, garbage, coolers, bird feeders and any other recreational items or vehicles.
  4. Residents are not permitted to fasten, hang, or drape anything over the balcony/patio railing. No drying or airing of clothing, carpet, or laundry, or hanging of clothes lines is permitted on balconies/patios; nor are railings to be used for this purpose. (see 10)
  5. Patios and balconies may not be decorated, enclosed or altered in any way without the written consent of the Board. An Alteration and Additions application must be submitted to and approved by the Board of Directors for any alterations to the balconies/patios (Exhibit "A"). For seasonal decorations, see page 20.
  6. Carpeting is not permitted on balconies.
  7. Residents and their guests shall not throw any objects from their balcony or patio. Owners are responsible for damage caused by objects that fall or are thrown from their balcony or patio. This includes but is not limited to cigarette butts.
  8. Entrance into units by climbing over balcony/patio railings or through windows is not permitted. Packages, clothing, groceries, furniture, etc. may not be brought into the unit over balcony railings.
  9. If any damage or discoloration to the bricks or outside premises (Common Elements) in or around the balconies/patios occurs due to the negligence of the unit occupants, the cost of repair 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 hung from the outside of any railing or any other exterior portion of the buildings. Dead plants and flowers may not be left on the patios or balconies.
  11. No plantings on common elements adjacent to first floor patios are permitted without the prior written consent of the Board.
  12. Residents and their guests may not hold loud conversations that could disturb others on the balcony/patio. No yelling for any reason other than an emergency is permitted from the balcony/patio.
  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.
  14. The Association is not responsible for items damaged, lost or stolen from balconies/patios.

## **BARBEQUES** see Balconies/Patios

## **BICYCLE ROOM**

1. All residents must register bicycles with the Association. The name and unit number of the resident must be prominently displayed on the bicycle. Any bicycle that is not properly registered shall be considered abandoned and will be discarded.
2. Stored bicycles must be in working order.
3. No more than two (2) bicycles per unit are permitted to be stored in this area.
4. Bicycles must be taken in and out of the front doors using the doorstoppers. Anyone seen going in or out of these doors not using the doorstoppers may be subject to a fine.
5. Bicycles may not be stored for friends/relatives in the bicycle room.
6. Bicycles may not be stored on balconies or patios.

## **BUILDING – EXTERIOR**

1. Awnings, radio, or T.V. antennas, satellite dishes, shutters, canopies, additional air conditioning units or other equipment are not permitted to be installed in, through or upon the exterior of the building, or any door, window or roof.
2. NOTHING may be fastened to the balcony/patio divider walls or any other part of the balcony/patio or building exterior.
3. Only authorized personnel are allowed to access the building roofs.

## **BUILDING SECURITY AND SAFETY**

No security can maintain itself. The cooperation of all unit owners and residents is necessary to provide proper security for our building and property. It is important to observe these security rules at all times:

1. NEVER ALLOW ENTRY OF UNAUTHORIZED PERSONS TO THE BUILDING. Remember, this is your property and you have every right to ask politely for identification of unrecognized persons who are on your property.
  - a. Request credentials for all service personnel before admitting them. *NOTE: Almost all authorized personnel have arranged ahead of time, through the Management Company, entrance to the building.*
  - b. DO NOT let unknown persons enter the building with you when you enter.
  - c. Double check persons at your door after admitting them with the lobby bell system.



- d. Do not leave any common area doors open or open them for persons not known to you.
2. Notify the Management Company of any broken doors, locks, windows, etc.
3. Do not prop open any outside or locked door and leave it unattended. It is the responsibility of residents to instruct workmen (doing work in their unit) to close doors of the building after they bring in their materials.
4. Soliciting and loitering is not permitted in the lobby, stairways, hallways, entrances, parking lots, building grounds, or any common elements. Offenders should be reported to Management.
5. Make good use of our Management Company and Village Police protection.
  - a. Report suspicious persons or unusual activities to police and our Management Company. If the police ask for your name, it is because they may need to call back or be admitted to the building. If, for privacy reasons you do not wish for your name to be used, tell the police you do not wish to speak with the investigating officer.
  - b. Inform the Management Company where you may be reached during any extended absence from the building.
  - c. If your unit has been entered, call both the Wheeling Police and the Management Company without disturbing or touching anything in your unit.
6. There should be no obstruction of the exit doors, smoke detectors, fire extinguishers, stairs, security doors, boiler room door, windows or any other building components facility that would jeopardize the health, safety, and welfare of the residents.
7. There should be no tampering with the items referenced in paragraph six (6) above or any other building component or system that would jeopardize the health, safety, and welfare of the residents.
8. Only authorized personnel may enter the roof, boiler, pump room, and electrical room.
9. Smoking is not permitted anywhere in the building outside the homeowners'/residents' unit. This includes but is not limited to the interior common elements, such as hallways, stairways, laundry rooms, storage rooms, etc.

## **BULLETIN BOARDS**

1. The mailroom bulletin board is for display of official Association documents and announcements only. Please take regular note of your Bulletin board. It is there for your information and to keep you in touch with events concerning your welfare and investment.

2. Advertising by residents is permitted only in the laundry room, on the bulletin board provided for that purpose. These advertisements will be removed monthly.

## **CHILDREN**

1. Children are not permitted to play in halls, stairways, lobby, laundry room entrances, or anywhere in the building and parking areas where they may endanger themselves or unnecessarily disturb residents.
2. 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 supervised so they will not present a disciplinary problem to the Association.

## **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, exploration, or otherwise, shall be conducted, maintained, or permitted in any unit.

Exceptions: The unit restrictions shall not, however, be constructed in such a manner as to prohibit a unit owner from: (a) maintaining his/her professional library, (b) keeping his/her personal business or professional records or accounts, or (c) handling his/her personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the By-Laws.

## **COMMON ELEMENTS (ENTRANCES, HALLWAYS, ETC.)**

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 rooms, storage locker areas, boiler room, meter room, and pump room.
  - c. Building roofs.
  - d. Streets, parking lots, driveways, and fire lanes
  - e. Lawn and landscaped areas.
  - f. Exterior elevations of the building.
  - g. Television antenna, smoke detectors, fire doors, sprinklers, Common Area timers and controls, and some electrical wiring and water/sewer pipes.
  - h. Balconies and patios (Limited Common Elements).
  - i. Party room.
  - j. Garbage room
  - k. The Lobby

2. Each unit owner is responsible for any damage to Common Elements caused by themselves, their residents, their guests or persons engaged by them to perform services, as a result of negligence, carelessness, or misuse. All cost of repairs or replacement, along with enforcement costs, if appropriate, will be billed to the unit owner and payment will be required within thirty (30) days of mailing the notice by the Management Company.
3. The Association wishes to preserve and improve the landscaping of the building grounds. It is very 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 common property shall be professionally repaired. Repairs are to be approved in writing by the Association.
5. The unit owner responsible for damages to the common property shall be charged for any and all costs incurred in correcting, repairing or replacing the damaged property.
6. To comply with the Village of Wheeling Fire Codes, and for the safety of all residents, DO NOT leave articles such as children's toys, bicycles, wagons, carts, etc., at the entrance and fire doors or in the hallways or stairs at any time. All toys, recreational equipment, bicycles and the like shall be removed from the exterior common areas by sunset.
7. Residents shall not place or cause to be placed, any furniture, packages or objects of any kind in the lobbies, vestibules, stairways and other common areas. These areas are to be used for no other purpose that for normal transit through them.
8. Unit doors must be closed at all times.
9. Boots, boot trays, umbrellas, shoes and doormats or any other obstructions are prohibited in the hallways or at the unit entrance door in the common hall.
10. Signs are prohibited on unit doors, or on the exterior of the building without the prior written consent of the Board of Directors.
11. No smoking will be permitted in the interior common areas, including but not limited to, the hallways, laundry rooms, storage rooms, elevators and lobbies.
12. Newspapers and other deliveries must be picked up promptly to minimize the possibilities of accidents.
13. Drinking of alcoholic beverages is not permitted in the Common Elements.
14. Anything remaining in the Common Elements longer than twenty-four (24) hours will be removed.
15. When entering and leaving the building, particularly during late evening hours, please do so as quietly as possible out of consideration and respect for your neighbors.
16. Nothing shall be done in unit or in, on or to the Common Elements which may impair the structural integrity of the building or which could structurally change the building, or cause inconvenience to other residents without the prior written consent of the Board.

17. Footwear is required in all common areas. This means no walking in the hallways or common areas with bare feet or stocking feet. This is a health and safety issue.

## **ELECTRICAL WIRING**

1. No residents shall overload the electrical wiring in the building or operate any electric appliance in such a manner as to cause an unreasonable disturbance to others.

## **ELEVATOR**

1. Residents should contact management immediately if the elevator is not functioning properly.
2. Residents must contact management prior to using the elevator to move heavy objects (i.e., new appliances, furniture, etc.) in the elevator. Elevator may not be used in a manner to prohibit use by other residents for any period of time.
3. Floor boards/coverings MUST be used when moving or taking delivery of any furniture/appliances. These are stored in the Bicycle room.

## **EXTERMINATING SERVICES**

1. The exterminator contracted by the Association is scheduled to service the building each month. If you need service within your individual unit, please call the exterminator company for information and arrangements. Information is in the mailroom.

## **FIRE EMERGENCIES**

1. The procedures in the event of an activated smoke detector as recommended by the Village of Wheel 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. Feel the doorknob, as it will be the hottest part of the door.
  - c. If the door, upon touching it with your hand, feels warm, the hallway is not passable and the 2<sup>nd</sup> exit must be used.
  - d. If the door does not feel warm to your touch, then open the door and check the hallway for smoke and/or fire.
  - e. If you exit your unit, make sure the door closes behind you and proceed to the ground floor using the nearest stairway.
  - f. If there is any indication of smoke or fire in the building, continue directly to the outside of the building.

2. The policy recommended by the fire department in fire emergencies is for all occupants to evacuate the area. In the event that the smoke or heat levels are too severe to allow travel out of a particular area of the building, or if an invalid is involved, than follow the procedures below:
  - a. Keep your front door closed.
  - b. Seal off the bottom of door and any other opening where smoke would enter with wet towels or linens. Duct tape is also useful in sealing the door.
  - c. If conditions continue to worsen, hang a sheet or blanket from your window indicating to the fire department that you wish to be rescued. A whistle is very useful in attracting attention to your location.

*Remember that your building was constructed with fire safety in mind. So if you remain calm and follow these above procedures, it will lead to an orderly and safe evacuation.*

3. It is strongly urged that each activated alarm be treated as an actual fire until proven otherwise.
4. The roof of the building is not an emergency exit.
5. For additional information, contact the Wheeling Fire Department. The Non-Emergency Phone Number is 847-459-2662.

## **FIRE EXTINGUISHERS, SMOKE DETECTORS, & DOOR CLOSERS**

1. Please take note of the fire extinguishers located on each floor. Notify the Management Company if you notice any irregularities in this equipment. Tampering with this equipment is a criminal offense.
2. Smoke detectors within the units should be checked at lease twice a year to be certain that they are in proper working condition. The Wheeling Fire Department requires that each unit have a battery operated smoke alarm within fifteen feet of each bedroom. It is also required by the Wheeling Fire Department that each unit door has a U.L. - approved automatic door closer.
3. From time to time, the Association will request the Wheeling Fire Department or a representative to make an inspection of the individual units to verify that emergency equipment is in working order.

## **FURNACES** - see Remodeling

## **INSURANCE**

1. The Declaration of Condominium Ownership requires that each unit owner shall inform the Board in writing of additions, alterations or improvements made by said

unit owner to his/her unit, prior to the addition, alterations or improvements being made (see Exhibit A). If a unit owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the unit owner shall be responsible for such penalty.

2. Owners/Residents shall be individually responsible for insuring their personal property in their respective units, their personal property stored elsewhere on the property, and their personal liability to the extent not covered by the liability insurance for all owners obtained by the Association.
3. Owners **must** carry a Condominium Homeowner's Policy or an HO6 policy, which covers that portion of the unit, which is not covered by the Master Association policy in the event of a major loss. This policy must also include coverage in the event you cause damage to someone else's unit. An example would be water overflowing a sink or bathtub and leaking into the unit below. The Association requests that you have it listed as an additional interested party on your policy.
4. Nothing shall be done or kept in any unit, in the Limited Common Elements, or in the Common Elements that would increase the rate of insurance on the building or the contents thereof, applicable for its intended use, without the prior written consent of the Board.
5. Owners/Residents shall not permit anything to be done or kept in their respective units, in the Limited Common Elements, or in the common elements which will result in the cancellation of insurance on the building or its contents, or which would be in violation of any law.

### **KEY 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. Each key purchased is at a cost of \$10.00 per key. Keys cannot be duplicated.

### **LAUNDRY ROOM**

1. The laundry room is on the second floor of the building. The following rules and regulations are posted in that room:
  - a. **HOURS:** 7:00 a.m. to 11:00 p.m. No machine is to be running prior to 7:00 a.m. or after 11:00 p.m.  
  
*Any machines running before 8 or after 10 will be shut off and the clothes will be removed. A first time violation fine of \$25.00 will have to be paid before the clothes will be returned to the owner. A second violation reverts to the normal violation fee schedule.*
  - b. **LIGHTS:** Each time the Laundry room is exited, the lights are to be turned off.

- c. **WINDOWS:** It is the responsibility of the person who opened them to close all windows when they complete their use of the Laundry Room.
  - d. **DRYERS:** Lint must be removed from the machines after each use. Nothing should be put in the dryer that might melt.
  - e. **LAUNDRY ROOM TUBS:** Tubs are **NOT** to be used for cleaning or discarding paint or chemicals. If you won't put it down your drain, don't put it down the building's drain!
  - f. **WASHERS:** No tints or dyes are to be used in the machines. Starting times of the washer should be staggered. This is so the drains don't backup. Please try to adhere to the 2-minute interval. Washers should be cleaned out if there is lint in them.
  - g. **MACHINERY:** If a machine malfunctions, **YOU** are responsible for calling the laundry company (see bulletin board for procedures) and leaving a note on the machine. This expedites the repairs to the machine. If you lost money, leave a note on the bulletin board and you will be reimbursed.
  - h. **CLOTHES:** Keep track of time. Courtesy regarding the prompt removal of clothing from washers and dryers is expected. Clothes left unattended in a washer or dryer may be removed if someone is waiting to use that machine.
  - i. **LAUNDRY CARTS:** Carts are **NOT** to be removed from the Laundry Room. They are there for everyone's use in the laundry room. A fine could be incurred by the unit which takes carts out of the laundry room.
  - j. **NO MORE THAN 4 MACHINES SHOULD BE IN USE BY ANY ONE PERSON AT ANY TIME.** Please be considerate of others wanting to do laundry and leave at least one washer and one dryer. If you need 4 the first time and there are people waiting, please do not use all 4 a second time. We all want to get laundry done and if you pick a busy time, please be considerate of your neighbors.
  - k. **DOORS:** The Wheeling Fire Department requires that the laundry room doors be kept closed at all times.
2. To help insure efficient use of the laundry room, residents at home during the day should try to use the facilities during the day. This way the machines will be available during the evenings and weekends for those who work during the day.
  3. THE ASSOCIATION IS **NOT** RESPONSIBLE FOR DAMAGED, LOST OR STOLEN ITEMS.
  4. Washer and dryers are prohibited within the individual units.

## **LEASING OR SELLING YOUR UNIT**

### **A. SELLING YOUR UNIT**

1. Refer to the Sandpebble Walk Building Three Condominium Declaration of Condominium Ownership and By-Laws. Contact the Management Company for information regarding the procedures to be followed, any paperwork required, and any processing fees currently in effect.
2. The unit owner is responsible for providing the proposed purchaser(s) with a copy of the current, recorded Sandpebble Walk Building Three Declaration of Condominium Ownership and By-Laws, and a copy of the current Rules and Regulations. Copies may be purchased through the Management Company.

## **B. LEASING YOUR UNIT**

1. Refer to the Sandpebble Walk Building Three Declarations of Condominium Ownership and By-Laws. Contact the Management Company for information regarding the procedures to be followed, any paperwork required, and any processing fees currently in effect.
2. In accordance with the Illinois Condominium Property Act (ICPA), as amended, the Association may prohibit a tenant from occupying a unit until the lessor/owner complies with the requirements prescribed by the ICPA and the provisions of the Declaration, By-Laws and Rules and Regulations. Any costs incurred by the Association in exercising its rights under the law will be charged to the unit owner.
3. The unit owner leasing the unit must deliver to the Management Company a copy of the original signed lease and a copy of the original signed Rider to Lease a maximum of ten (10) days after execution of the lease and prior to occupancy, if possible. (See Exhibit "B")
4. The unit owner is responsible for providing the proposed lessee(s) with a copy of the current recorded Sandpebble Walk Building Three Declaration of Condominium Ownership and By-Laws and a copy of the current Rules and Regulations. Copies may be purchased through the Management Company.
5. All leases must be for a minimum of one (1) year.
6. A "Rider to Lease", substantially in the form of Exhibit "B", shall be added to the lease and shall be signed by all parties executing the lease. A copy of this "Rider to Lease" may be obtained from the Management Company.
7. The names of all renters must appear on the lease.
8. No renter may rent any portion of the unit to boarders.
9. Any replacement or new tenant to be added to an existing lease, or any Unit Owner who wishes to sublease his/her unit must follow all procedures applying to a new lease.
10. Lease Renewals: The unit owner must deliver to the Management Company a copy of the original signed lease and a copy of the original signed Rider to Lease (see Exhibit "B" on page 27) a maximum of ten (10) days after execution of the lease renewal. The unit owner and lessee(s) will be notified if an interview is required.



11. Owners leasing to a family members are required to submit the AGREEMENT (Exhibit G) to the management office, along with a completed tenant questionnaire (Exhibit H) within ten (10) days of each move-in.
12. Failure to comply with any of the rules for leasing a unit may result in a minimum \$100.00 fine to the unit owner. The minimum \$100.00 fine will be in addition to any costs that may be incurred as a result of action taken by the Association to prohibit a tenant from occupying a unit (See "Leasing Your Unit" above).

## **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 Management Company. 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/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 name, address and phone number of the proposed new owner. This information must be provided at least thirty (30) days prior to closing.
2. Notice must be given to the Management Company for ALL moves into, and ALL moves out of the building, a minimum of three (3) days prior to move. Failure to give notice may result in a minimum \$100.00 fine.
3. A non-refundable \$75.00 fee per move in will be charged. A separate check must be made payable to the Sandpebble Walk Building Three Condominium Association. All new residents must notify management once move-in has taken place so that an inspection of the common areas can be performed.
4. New owners/residents **must meet** with a member of the Board of Directors prior to moving in or doing any alterations, repairs or remodeling in their units.
5. A Homeowner/Tenant Questionnaire **must be** completed prior to the issuance of an intercom tag. This form will be issued during the meeting required in #4 above. A copy of the current lease must be supplied to the Management Office (if applicable).

6. Moving hours are Sunday through Saturday from 8:00 a.m. to 8:00 p.m. The Association reserves the right to stop moves that begin before or extend beyond the above-designated hours.
7. Residents must contact management prior to using the elevator to move heavy objects (i.e., new appliance, furniture, etc.). The elevator may not be used in a manner to prohibit use by other residents for any period of time. Proper wall and floor coverings **must** be used.
8. All furniture, appliances and household belongings must be moved in and out of the front building entrance doorways.
9. The front building entrance should not be left opened or unattended at any time. On completion of the move, make sure the front building entrance door is locked.
10. Only those vehicles containing articles to be moved are allowed to park under the front canopy. Vehicles are NOT allowed on the grass/lawn area or in any fire lanes or driveways.
11. Drinking of alcoholic beverages of any kind in the hallways, parking lots, or other common areas is strictly prohibited.
12. All debris resulting from the moving process should be removed and disposed of properly.
13. 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 the removal company to be used. Any remodeling, including floor coverings must have an "Alterations and Additions" form completed and on file with the Management Company. Failure to complete the proper forms may result in a fine.
14. 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.
15. Any move in and out should be done with expediency and with the least disturbance possible.
16. Failure to comply with any of the above rules regarding moving will result in a \$100.00 fine, per violation.

## **NOISE**

1. While the building is to a degree soundproof, noise travels through the unit doors into the halls and other units.
2. Radios, televisions, etc. should not be heard outside the boundaries of your unit at any time.

3. Guests attending parties must remain within the unit. Parties may not spill over into hallways or other common areas. The Party Room may be reserved for a small 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 balconies, patios and common areas.
6. Renovations (hammering, drilling etc.) shall be done between 8:00 a.m. and 9:00 p.m., Monday through Friday and between 10:00 a.m. and 6 p.m. Saturday and Sunday. Please be respectful to your neighbors who have the right to peace and quiet during the standard off-work hours.

### **NON-RESIDENT OWNERS**

1. All unit owners who do not reside in the unit shall provide the Association with their permanent resident address and telephone number where they may be reached in an emergency – both at home and at work. Any expenses of the Association incurred in locating the unit owner who fails to provide such information shall be assessed to that unit owner's account. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit, and the Association shall be liable for any loss, damage, injury or prejudice to the rights of said unit owner caused by any delays in receiving notice resulting therefrom.

### **PARKING**

1. Parking spaces are not assigned in the Sandpebble Walk parking lots.
2. The circle in front of the building is to be used for pickup and delivery only. No vehicles should be parked there for more than 10 minutes. All engines must be turned off while in this area.
3. Unlicensed vehicles should be reported to the Wheeling Police.
4. No vehicles are permitted in fire lanes.
5. Vehicles are prohibited on the fire lane ending at the garbage room door.
6. Vehicles not in use for three (3) or more days should be parked on the perimeter not adjacent to the building.
7. SEE HOA RULES AND REGULATIONS

### **PARTY ROOM**

1. The Party Room on the third floor is available only by reservation. Please contact a Board Member for reservations.
2. A cash deposit of \$25.00 plus a \$5.00 fee 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. The \$5.00 will be used to help defray the cost of paper goods used in the Party Room.

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 in any manner to the walls, windows, floors, etc.
7. No pets are allowed in the Party Room.
8. The member requesting use must sign a Party Room agreement form. The member, by signing said form, agrees to abide by the terms and Party Room rules. The form will be provided at the time of reservation is made. (Exhibit F)
9. Party Room privileges will be revoked if a member is delinquent in his/her maintenance assessment. Privileges may also be revoked upon the violation of any rule.
10. Liquor may not be served to minors.
11. Due to the proximity of bedrooms to the party room, the party room must be vacated no later than 12:00 a.m. and after 10:00 p.m. the noise should be kept to a minimum.

## **PETS**

1. Residents/owners are restricted to having one (1) dog per unit.
2. All pets must be on a leash and under owners control in common areas (all areas outside of the unit) at all times. Owners should be considerate of their neighbors.
3. Pets are not allowed in hallways or other common areas except going to and from the owner's unit.
4. Dogs must be walked in the designated dog-walking area ONLY. The pet owner must clean up after his/her pet, deposit the matter in a tightly sealed plastic bag and dispose of it properly in the dumpsters in the building.
5. No pets shall be unattended on the patio/balcony.
6. In bad weather, dog owners should see that the paws of the animals are dried before entering the building.
7. Pets should not be allowed to mess in the common areas. If this happens, the owner is responsible for cleaning up as well as replacing or repairing damaged property. This includes washing any carpet area a pet has urinated on.

8. Excessive barking or whining is not allowed.
9. The pet rules and regulations apply to all pets of Sandpebble Walk Building Three residents and pets of visiting guest. All off-site homeowners are responsible for forwarding this information to their tenants.
10. Violation of these rules may result in a fine.
11. All dog owners must complete and submit, to a Board Member, the attached "Dog Registration Form" within thirty (30) days of the move in. The form requires a picture of the dog. (Exhibit I)
12. See HOA rules and regulations for further information and rules.

**PLUMBING** – see Remodeling

**RECYCLING** – see Trash Disposal

**REMODELING**

1. An "Alteration and Addition Application" must be completed and approved prior to any work being started. This form includes a time line as well as the method of disposal of materials. Exhibit A
2. Notice to all neighbors adjoining, above, below 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 an inspection. Brickwork must be to the satisfaction of the Board.
4. Any work either replacement or remodeling that necessitates the water being shut off, must be approved and a time arranged with the Management Company for a plumber to assist in the shut off and turning back on of the water. All residents affected must have 48 hours notice.

**RESTRICTED AREAS**

1. ONLY AUTHORIZED PERSONNEL are permitted on the roof, storage areas, boiler, and electrical rooms.

**SEASONAL DECORATIONS**

1. Seasonal decorations outside the unit may be installed no earlier than one (1) month prior to and shall 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.

## **SMOKING**

1. No smoking is allowed in any common areas of the building.
2. No cigarette butts should be disposed of on the grounds surrounding the building.

## **SOLICITORS**

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 Wheeling 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 assignments.
2. DO NOT STORE FLAMMABLE OR MATERIAL THAT EMIT OFFENSIVE ODORS (i.e. gasoline, turpentine, paint, etc.) in the lockers.
3. All items being stored must be placed inside the locker. Nothing may be stored in the aisles or recesses, or in a way to obstruct another locker.
4. The Association assumes no responsibility for lost or damaged stored articles.
5. Items located outside of the locker will be considered abandoned and will be discarded immediately.

## **TRASH DISPOSAL**

1. All garbage must be securely wrapped in sealed, leak-proof containers or sealed plastic bags and placed **inside** the dumpsters.
2. Disposable diapers, sanitary napkins, paper towels, facial tissues and any nonbiodegradable products shall not be flushed down toilets or otherwise be placed in the sanitary sewer system.
3. Recycling containers are available for paper goods, plastics, glass and aluminum. Paper good **should not** be bundled in plastic bags. Please see signs in the Garbage room for further information.
4. No items should be left on the floor or across the top of the recycling bins.

5. If an item will not allow the recycling bin to close, it should be placed in the dumpster instead.

## **VANDALISM**

Any acts of vandalism shall be first reported to the Wheeling Police Department and then to the Association so that appropriate actions may be taken to rectify the situation.

## **VEHICLES**

1. Washing of cars is not permitted around building Three.
2. If you have multiple cars, please be courteous and park away from the building to allow our older and/or ill population to park closer.
3. If you are going to be out of town for any length of time, please park away from the building. You also need to leave keys with someone so that they can move your car periodically.
4. See further rules regarding the parking lot in the HOA Rules and Regulations. These rules include registering your vehicle with the Management Company.

## **WASHERS AND DRYERS**

Washers and Dryers are **not permitted** within the units.

## **WINDOWS**

1. Whether the unit is occupied or unoccupied, appropriate window coverings are required on all windows. Torn or unsightly window coverings are not permitted. Blanket, sheets, 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. Packages, clothing, groceries, etc. cannot be brought into the building through the windows.
4. Broken windows must be repaired immediately by the unit owner. It is the unit owner's responsibility to have all screens and windows in working order. Popped out screens, or portions thereof, are permitted.
5. 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)

## **RULES REGARDING THE ENFORCEMENT POLICIES**

In accordance with Section 318.4(e) 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 firm 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 a first violation, the unit owner and resident (if other than the unit owner) shall be notified by the managing agent 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".
  - b. Upon a second or continuous violation, the unit owner and resident (if other than the unit owner) shall be notified of the violation, in a manner prescribed by the Board, by the managing agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's 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 continuing 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 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 Declaration and By-Laws or as 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 has been wrongfully or unjustly charged with a violation, he 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 Board's 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 Sandpebble Walk Building Three Condominium Association Rules and Regulations will result in the following fines. Any expenses incurred by the Association because of a violation(s) will be charged to the unit owner in violation.

<b><u>Violation</u></b>	<b><u>Fine</u></b>
First Notice of Violation	\$100.00
Second Notice of Violation	\$200.00
Third Notice of Violation	\$300.00
Subsequent Notices	\$100.00

### **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 Management Company for a fee. Every new renter must be given a copy of the Rules and Regulations Booklet by the owner.
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 "Declaration of Condominium Ownership and By-Laws" for additional information regarding rights and responsibilities of ownership.

The Association realizes 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.

**EXHIBIT A**

**ALTERATIONS AND ADDITIONS APPLICATION**

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 set for the 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 7:00 a.m. and end by 8:00 p.m., Monday-Friday and from 8:00 a.m. to 9:00 p.m. on Saturday and Sunday. In accordance with the Rules and Regulations, I will notify my neighbors of said work.

I agree if my request is to install hardwood floors, I will supply the Board of Directors documentation that soundproofing will be installed, per the Rules and Regulations of the Sandpebble Walk #3 Homeowners Association.

HOMEOWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT A**

**ALTERATIONS AND ADDITIONS APPLICATION**  
**(Cont'd)**

DATE RECEIVED: \_\_\_\_\_ BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_ BY: \_\_\_\_\_

DATE REJECTED: \_\_\_\_\_ BY: \_\_\_\_\_

**REASON FOR REJECTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INSPECTION FOR SOUND PROOFING OF HARDWOOD FLOORS:**

DATE INSPECTED: \_\_\_\_\_ BY: \_\_\_\_\_

FINAL INSPECTION DATE: \_\_\_\_\_ BY: \_\_\_\_\_

**EXHIBIT B**

**RIDER TO LEASE**

This rider is added to the attached lease in accordance with the Rules and Regulations of the Sand pebble Walk Building Three Condominium Association. By this rider the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act and Article 2, Paragraph 12 of the Declaration of Condominium Ownership for Sandpebble Walk Building Three Condominium Association, every lease 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 any failure by the Lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors for the Sandpebble Walk Building Three Condominium Association (the "Board") shall be 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. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_  
Lessor (Landlord)

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

\_\_\_\_\_  
Lessor (Landlord)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NOTE: A signed original of said lease, this Rider, and the Homeowner and Tenant Questionnaire must be given to the Board for its files in accordance with the Rules and Regulations of the Association prior to occupancy by tenant. These documents should be mailed to the management office.

**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: \_\_\_\_\_

**EXHIBIT D**

**NOTICE OF VIOLATION**

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 regularly scheduled Board Meeting on \_\_\_\_\_ 20\_\_\_\_ at approximately \_\_\_\_\_ p.m.

You have the 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.

Very truly yours,  
Sandpebble Walk  
Building Three Condominium Association  
Board of Directors

cc: Occupant if rental Complaint

**EXHIBIT E**

**NOTICE OF DETERMINATION REGARDING VIOLATION**

Date: \_\_\_\_\_

TO: Unit Owner \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On \_\_\_\_\_ 20\_\_\_\_, the Board found you to be in violation of the Declaration, By-Laws or Rules and Regulations of the Association regarding:

\_\_\_\_\_  
\_\_\_\_\_

This was violated by: \_\_\_\_\_

The Board has taken the following action:

- The Board has determined that no violation occurred.
- 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.
- Damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have occurred and are now due.
- Legal expenses in the amount of \$ \_\_\_\_\_ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists as charged in the complaint, and you are hereby notified to have the damages or violation corrected or repaired at your expense.
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Very truly yours,  
Sandpebble Walk  
Building Three Condominium  
Association Board of Directors



**EXHIBIT F**

**PARTY ROOM AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the User and Sandpebble Walk Building Three Condominium Association and;

Whereas, the User desires to use the Party Room, and;

Whereas, the Association desires to permit the User to use the Party Room pursuant to the Association Rules and Regulations, Declarations and By-Laws, and;

Now therefore, for and in consideration of the following mutual promises, the parties hereby agree as follows:

1. The Association hereby tenders a key to the Party Room, receipt of which is hereby acknowledged.
2. The User hereby tenders the sum of \$30.00 in cash as a security deposit (\$25) and fee (\$5), receipt of which is hereby acknowledged.
3. That said security deposit should be returned within a reasonable time upon return of said key by User and, following inspection of the Party Room to be sure it is left in the same state of cleanliness and condition as it was immediately prior to its use.
4. Notwithstanding anything to the contrary, User is responsible for all damage to the Party Room deemed caused by the User or his/her guests.

User: \_\_\_\_\_

Date deposit received: \_\_\_\_\_ by: \_\_\_\_\_

Date deposit returned: \_\_\_\_\_

Sandpebble Walk  
Building Three Condominium Association

**EXHIBIT G**

**FAMILY LEASE AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the SANDPEBBLE WALK BUILDING #3 CONDOMINIUM ASSOCIATION ("Association") and the unit owner ("Unit Owner").

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS STATED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Unit owner is leasing out his/her unit to a blood relative. For purposes of this agreement, a blood relative shall include a parent, grandparent or child, brother and/or sister of the Unit Owner.
2. In lieu of providing the Association with a lease executed between the Unit Owner and the blood relative, the Unit Owner, by affixing his/her signature at the bottom of this page, promises that the occupant will abide by the Association's Declaration, By-Laws and all Rules and Regulations adopted by the Board of Directors for the Association. The Unit Owner shall be responsible for any violations of the rules as set out in these documents.
3. As such, the Unit Owner will be responsible to pay any fines that result from the tenant's behavior, and, pursuant to Article II, Section 2.12 of the Association's Declaration, responsible for all attorneys' fees and court costs expended by the Association in any effort to enforce these rules and regulations upon the occupant.

ASSOCIATION:

UNIT QWNER(S):

SANDPEBBLE WALK BUILDING #3  
CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_  
President

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Secretary

LIST ALL OCCUPANTS & RELATIONSHIP – PRINT NAMES (If under the age of 16, please add age.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT H**

**TENANT QUESTIONNAIRE**

IN ORDER TO UPDATE YOUR ASSOCIATION'S RECORDS, WE WOULD APPRECIATE YOUR TAKING A FEW MINUTES TO COMPLETE THE QUESTIONNAIRE BELOW. WHEN COMPLETED, PLEASE MAIL TO THE MANAGEMENT COMPANY. THANK YOU!!

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ UNIT \_\_\_\_\_

HOME PHONE \_\_\_\_\_ OFFICE PHONE \_\_\_\_\_

YOUR OCCUPATION \_\_\_\_\_ LEASE END DATE \_\_\_\_\_

**OTHER OCCUPANTS / RELATIONSHIP:**

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

**IN CASE OF EMERGENCY NOTIFY:** \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

I CAN BE REACHED AT HOME \_\_\_\_\_ ALL DAY \_\_\_\_\_ MORNINGS \_\_\_\_\_ EVENINGS

PETS \_\_\_\_\_

MAKE OF VEHICLE/YEAR                      COLOR                      LICENSE NO.

\_\_\_\_\_

\_\_\_\_\_

PLEASE INCLUDE A COPY OF YOUR CURRENT LEASE AGREEMENT!

ALL INFORMATION WILL BE HELD IN STRICT CONFIDENCE!



Sandpebble

Walk  
Building #3

**UNIT HVAC, ELECTRICAL & PLUMBING REPAIRS  
POLICY RESOLUTION**

**Whereas the Declarations Section 1, Definitions (f): Common Elements means** all the property, except the Units, and shall included, but shall not be limited to, the land, foundations, entrances and exits, roof, pipes, ducts, electrical wiring and conduits **(except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit)**, utility lines, floors, ceilings and perimeter walls of Units (other than such portion thereof included within Unit boundaries as shown on the Plat), structural components of the building, and all other portions of the Property except the individual units. Structural components located within the boundaries of a Unit shall be part of the Common Elements, and

**Whereby the Declarations Section 14, Maintenance, Repair and Replacement (a): Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit.** Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board as part of the common expense, subject to the rules and regulations of the Board; provided, however, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owner to arrange for such maintenance, repairs and replacements, to pay the cost thereof..."

**Hereby declare that the Unit Owner shall pay for the repair, maintenance and replacement of PLUMBING, DUCTS, ELECTRICAL WIRING, AND CONDUITS SITUATED ENTIRELY WITHIN A UNIT AND SERVING ONLY SAID UNIT.**

Board President	<u>Rocco Pisto</u>	Date	<u>4-15-04</u>
Board Treasurer:	<u>Faustine Sultmann</u>	Date	<u>4-15-04</u>
Board Secretary:	<u>Alma Lynn</u>	Date	<u>4/15/04</u>

**Resolution Adopted By Board of Directors on March 11, 2004**



Sandpebble

Walk

Building #3

**UNIT DRYWALL REPAIR POLICY RESOLUTION:**

**Whereas the Declarations Section 1, Definitions (f): Common Elements means** all the property, except the Units, and shall included, but shall not be limited to, the land, foundations, entrances and exits, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), utility lines, floors, **ceilings and perimeter walls of Units** (other than such portion thereof included within Unit boundaries as shown on the Plat), structural components of the building, and all other portions of the Property except the individual units. Structural components located within the boundaries of a Unit shall be part of the Common Elements, and

**Whereby the Declarations Section 14, Maintenance, Repair and Replacement (a):** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. **Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board as part of the common expense, subject to the rules and regulations of the Board;** provided, however, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owner to arrange for such maintenance, repairs and replacements, to pay the cost thereof..."

Hereby declare that **EXCEPT FOR BUILDING SETTLING HAIRLINE CRACKS OF 1/16-INCH OR LESS,** the Association shall pay for the repair, maintenance and replacement of perimeter wall and ceiling drywall to a "primed finish" not caused by the owner or his invitees. Owners shall be responsible for the maintenance, repairs, and replacement of drywall of interior dividing walls of such Units.

Board President	<u>Renee Pisto</u>	Date	<u>4-15-04</u>
Board Treasurer:	<u>Pauline Sullivan</u>	Date	<u>4-15-04</u>
Board Secretary:	<u>William Lynn</u>	Date	<u>4-15-04</u>

**Resolution Adopted By Board of Directors on March 11, 2004**



Sandpebble

Walk

Homeowners Association

**UNIT LIMITED COMMON ELEMENT  
REPAIRS POLICY RESOLUTION**

Whereas the Declarations Section 1, Definitions (G): Limited Common Elements means a portion of the Common Elements continuous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, terraces and such portions of the perimeter wall, floors, and ceiling, doors, windows and entryways, and all associated fixtures and structures therein as lie "outside" the Unit boundaries. The Board as hereinafter defined may from time to time designate other portions of the common elements and limited common elements including, but not limited to, such heating, plumbing and electrical fixtures and all associated pipes, ducts, and wiring as may serve exclusively a single Unit or group of contiguous Units.

Whereby the Declarations Section 14, Maintenance, Repair and Replacement (a): Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board as part of the common expense, subject to the rules and regulations of the Board; provided, however, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owner to arrange for such maintenance, repairs and replacements, to pay the cost thereof...

Hereby declare that the Unit Owner shall reimburse the Association for the repair, maintenance and replacement of balcony, window, door, and patio limited common elements servicing exclusively a single Unit.

Board President Rocco Pisto Date 4-15-04  
Board Treasurer: Pauline Subramanian Date 4-15-04  
Board Secretary: Belinda Lopez Date 4/15/04

**Resolution Adopted By Board of Directors on March 11, 2004**

SANDPEBBLE WALK BUILDING THREE-CONDOMINIUM ASSOCIATION

RESOLUTION

WHEREAS, the Sandpebble Walk Building Three Condominium Association ("Association") is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common elements at the property commonly known as Sandpebble Walk Building Three Condominium Association; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Condominium for the Sandpebble Walk Building Three Condominium Association (the "Declaration"); and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, floors in the Units are defined as Limited Common Elements as set forth in Paragraph 1(g) of the Declaration; and

WHEREAS, Paragraph 7 of the Declaration states that the right to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Illinois Condominium Property Act, the Declaration of Condominium, the By-Laws, and the Rules and Regulations of the Board. Further, the Board shall have the exclusive authority from time to time to adopt or amend administrative Rules and Regulations governing the use, occupancy, and control of the Common Elements, including the Limited Common Elements; and

WHEREAS, it has come to the Board's attention that numerous owners have installed hardwood floors, non carpet floors, in their Units, and have failed to cover the floors with any sort of soundproofing underlayment prior to such installation; and

WHEREAS, hardwood floor, non carpet floors installed without a soundproofing underlayment result in loud noise and often unlivable conditions for the Units beneath them; and

WHEREAS, the Board believes it is now necessary that all Unit Owners abide by rules relating to the installation and maintenance of hardwood floors, non carpet flooring.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sandpebble Walk Building Three Condominium Association does hereby resolve as follows:

1. All installed hardwood floors, non carpet flooring, must include a one-half inch minimum cork soundproofing underlayment.
2. Those Unit Owners with existing hardwood floors, non carpet flooring, as of the date of this Resolution have three months from the date of this Resolution in which to install a one-half inch minimum cork sound-proofing underlayment under the hardwood, non carpet, floors. If any Owner fails to so install the required underlayment, then a daily fine will be assessed as determined by the Board until the underlayment is installed, and such fines shall be added to the Owner's assessment account and shall be subject to collection by the Association's attorney.

APPROVED THIS 27 DAY OF July, 2006.

SANDPEBBLE WALK BUILDING THREE-CONDOMINIUM ASSOCIATION

By: Troy Karr  
It's President

ATTEST:

By: Jonathan Lewis  
It's Secretary