

Shermer Place Building Two Condominium Association Rules & Regulations

(Revisions through September 9, 2004)

The Shermer Place Building Two Condominium Association has adopted the following rules and regulations as provided for in the Declaration of Condominium Ownership and of Easement, Restrictions, Covenants and By-Laws for Shermer Place Building Two Condominium Association.

Animals and Pets

1. Article 7.1(e) of the Declaration states, "No animals or reptiles shall be raised, bred or kept in any Unit or the Common Elements, except, with respect to Residential Units, for animals which are of a breed or variety commonly kept as household pets in first-class residential condominium buildings located in Northbrook, Illinois, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements or anywhere on the Property or anywhere in the Subdivision. Notwithstanding anything to the contrary contained herein, no Unit Owner or Occupant shall keep more than three (3) pets (not including aquarium fish)."
2. Unit Owners are responsible for any damages caused by their pets (or by the pets of their tenants or guests) to the common area and to the property of others.
3. All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents.

(Adopted 9/9/04)

Carts

Carts must be returned promptly to the garage after use. (Adopted 9/9/04)

Damage

1. Unit Owners are responsible for any damage caused to the Common Elements or other Units by the Unit Owner or their occupants, tenants, guests, pets or systems or mechanical devices.
2. The Board of Directors or managing agent shall determine the actual costs associated with any repairing any damage and shall bill this cost to the Unit Owner.
3. Unit Owners may appeal the costs of such damage using the same procedure outlined in the Enforcement Section of these Rules.
4. In addition to the cost of any damage, a fine may be imposed if it is determined that the damage was caused by negligence or damage is repeated.

(Adopted 9/9/04)

Enforcement

- 1. A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.
- 2. Fines may be imposed for violation of any of the above rules, according to the following schedule:

1st violation	\$100
2nd violation	\$250
Subsequent violations	\$500

- 3. The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with.
 - A. If a violation of the rules is alleged to the Board or its managing agent, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of an appropriate grace period (generally ten (10) days), within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
 - B. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board. The hearing shall be held in an open session and the violator will have the opportunity to be heard and present evidence. The Board will decide in executive (closed) session, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
 - C. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
- 4. A fine will be applied to the unit owner regardless of whether the violator is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the violator of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.
- 5. If any fine remains unpaid, the Association may pursue its remedies under the Declaration.
- 6. Notwithstanding anything to the contrary, costs for actual expenses incurred by the Association to correct any damage or other conditions which is caused by a Unit Owner are not considered fines and may be imposed separately.

(Adopted 9/9/04)

Late Assessment Payment Fees

Assessment payments are due and payable the first day of each month. If the assessment payment is not received before the fifth (5th) day of the month, a late fee of \$25 will be assessed against the owner.

Leasing of Units

1. All leases must be for a term of one year or longer and must be in writing.
2. Per section 12.1 of the Declaration, all units leased must be leased for the entire unit (no renting of rooms) and parking spaces must be either leased to the tenant with the unit or to another resident of the building (no renting of parking spaces to a person not living in the building.)
3. Every lease must be submitted to the property manager in advance of occupancy by the tenant or tenants.
4. The tenant under every lease shall be bound by and subject to all of the obligations, under the Declaration, By-Laws and Rules and Regulations. This provision must be included in every lease.
5. Owners are required to take corrective action against their tenant for any violations of the Association Declaration and Rules and Regulations. Owners are responsible for the conduct of their tenants and the Association may take such action as it determines against the Owner for a Tenant's violation of the Associations Declaration or Rules and Regulations. Owners will be liable for any damages or other charges caused by their tenants and will have such fees added to their next monthly assessment.

(Adopted 9/9/04)

Move In/Move-out Policy

1. All move-ins must be scheduled with the management company at least one week in advance of the desired move-in date.
2. Residents will be allowed to reserve the elevator for a set time period to be determined by the management. During these periods, other residents must be allowed the normal use of the elevator to access their units. No moves may occur before 9:00 am.
3. Each resident is responsible for ensuring that the elevator padding (to be provided by the Association) has been installed prior to using the elevator. The elevator has a capacity of 2500 pounds and this capacity must not be exceeded.
4. Residents must use the garage entrances (the main garage door or the service door to the garage) for moving and may not use the lobby.
5. The unit owner will be responsible for any damage caused by the move including but not limited to damage to the elevator and other common elements. A unit owner is responsible for any damage done by a moving company or any other person involved in their move. All damages will be charged on the next assessment due from the unit owner.
6. Prior to each change in occupancy (a move in or a move-out), the Unit Owner must pay a \$250.00 fee For 2+ year leases and Owners moving in/out) or \$350.00 For leases less than 2 years to the Association.

7. Unscheduled moves in or out of the building are subject to a fine as determined by the enforcement section of these rules.
(Amended 9/9/04)

Smoking

Smoking is prohibited in or upon any indoor common element, including lobbies, hallways, garage and elevator. (Adopted 9/9/04)

July 17, 2005

To: Shermer Place Building Two Homeowners
From: Board of Directors
Subject: Rule Change to be Voted on at 8-17-05 Meeting

Please be advised the board of directors will be voting on the following Rule Change at the next open meeting to be held on August 17, 2005 at the Northbrook Civic Center at 7:30 p.m.:

“There is a limit to the number of pets (cats and/or dogs) from 3 to 2. Weight limit is 65 lbs. maximum per pet.”

This rule will be effective August 18, 2005 if adopted by the board at August 17, 2005 meeting.