

NORMANDY HILL #1 RULES AND REGULATIONS
REVISED AND APPROVED Nov 19, 2008

Common Elements

- 1 The term "Common Elements" is clearly defined in the Declaration and Bylaws to include 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) Elevator, halls, stairways, fire equipment, and alcoves under stairways
 - b) Laundry room, storage locker area, garbage area, elevator room, boiler room, meter room, and pump room
 - c) Building roofs
 - d) Streets, parking lots, driveways, and fire lanes
 - e) Underground parking garage
 - f) Lawn and landscape areas
 - g) Exterior elevations of the building
 - h) Television antenna, electrical wiring from the service entry up to and including the unit's circuit breaker box, water and sewer pipes serving more than one unit, fire alarm pull boxes, smoke detectors, fire doors, sprinklers and common area timers and controls
- 2 "Limited Common Elements" (LCE) are a subtype of Common Element. These are also clearly defined in the Declaration and Bylaws and include patios, balconies, and individual garage parking stalls. LCE are for the exclusive use of a particular unit owner, but their use and appearance are regulated by the Association.
- 3 There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designated for such purposes), no boots, boot trays, umbrellas, shoes, or personal belongings of any type are to be left in the hallway, on the stairs, or in the stairway alcoves.
- 4 Fire ordinances prohibit the placing of doormats or pieces of carpeting outside of the unit door.
- 5 Nothing shall be done in any unit or in, on, or to the CE which impair the structural integrity of the building or which could structurally change the building or cause inconvenience to other residents, without the written consent of the Board.
- 6 Nothing shall be altered, constructed on or removed from the CE without consent of the Board.

- a. Unit work hours or construction and/or painting can only be done from 7:30 AM to 7:30 PM.
- 7 Except for a single American flag, no sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, painted, affixed or exposed on any window or any part of the outside or inside of the building.
- 8 Quiet hours are defined as 10:00 PM to 7:30 AM daily. During quiet hours, music and television volumes must be kept at a level that does not disturb others. Further, activities such as practicing musical instruments, vacuuming, moving furniture, installing/repairing items, and using exercise equipment are prohibited during quiet hours.
 - a. Excessively loud or obnoxious noise, music, or other sounds are prohibited at all times in the complex.
- 9 Per the Bylaws, no industry, trade, business or profession of any kind is permitted on any part of the Common Elements or individual units with the exception of the Association's business office.
 - a. Business activities in individual units incidental to residential use are permitted by the Bylaws.
 - b. The Board reserves the right to deem which activities are incidental and which are in violation of the Bylaws and these Rules.
- 10 Children are not allowed to play in the elevator, laundry room, garage, or to run up and down the stairs and halls, nor otherwise to roam the building or on any common area. Additionally, no skateboarding is allowed in the complex.
- 11 Lawn and landscaped areas are for the enjoyment of all residents and are intended for aesthetics only. They are not to be used for any activity that may be injurious or destructive to the plantings.
- 12 The Board at the unit-owner's expense shall replace any sod or plantings ruined by a unit owner through neglect or abuse.
- 13 A unit owner shall be responsible for damages to the common property caused by occupants of the unit, or the occupant's guests.
- 14 The unit owner responsible for damages to the common property shall be charged for any and all costs incurred in correcting, repairing, or replacing damaged property.
- 15 Guests attending parties must remain within the unit. Parties may not spill over into the hallways, stairways, or other Common Elements. (The clubhouse may be reserved for large parties.)

- 16 All building common areas (including the lobby, lobby vestibule, elevator, hallways, garage, storage room, and laundry room) are non-smoking areas.
 - a. Smoking is also prohibited within 10 feet of any building entrance, including the garage door. This is to keep smoke away from common areas.
 - b. Smoking materials must be extinguished before entering the garage (by vehicle or by foot), as to keep smoke away from the garage common area.
 - c. While inside the garage, smoking inside a vehicle in such a manner that expels smoke into the garage is prohibited.

Laundry Room

Washing machines and/or Dryers ARE NOT ALLOWED in the units.

1. The laundry room is located on the 1st floor. The laundry room may be used every day between the hours of 7:30 AM and 10:00 PM.
2. Laundry facilities are on a first come, first serve basis. Remove laundry promptly to allow other to use the facilities.
3. Turn off lights when leaving.
4. Lock deadbolt when leaving.
5. Clean screen traps in dryers when finished.
6. There will be no dyeing or tinting of clothes in the washing machines or laundry tubs.
7. Clean up spilled soap off machines and floors.
8. Keep all laundry supplies in you cabinet space.
9. Machines needing repair or service should be reported promptly to the owner of the equipment and to a Board member. Service stickers are posted on each machine. When calling for service, state the location, machine number, and nature of the problem. Notification of inoperable machines should be left on the machines themselves as well.
10. All washed/dried articles must be removed from machines immediately after cycles are completed.
11. Do not leave articles in the Laundry Room overnight, as the Association assumes no responsibility for any personal items left in the laundry room.
12. Laundry facilities are provided for the use of unit owners only. Charges for use of laundry equipment are kept low, on a break-even basis. Because use of the equipment involves the consumptions of

utilities, which are paid for by the Association, the equipment is not to be used by any persons other than owners for their own personal laundry.

Pets

1. The only pets allowed are as follows:
 - A. A maximum of 3 indoor-only cats
 - B. Fish
 - C. Non-dangerous reptiles provided they are housed in an enclosed terrarium designed for such purpose.
2. Note that hamsters, gerbils, and any other member of the rodent family are prohibited.
3. "Guest Dog" trial rule
 - A. Effective for a one-year period starting with the approval of this Rule, unit owners are permitted to temporarily keep a dog for up to 14 days in their unit for the purpose of caring for that dog while its owner (naturally, not the unit owner) is unable to do so.
 - B. "Guest Dogs" are limited to one per unit at a time and must be less than 25 pounds in weight.
 - C. Unit owners are expected to clean-up dog waste immediately from common areas (including the lawn) and will be held responsible for all damages caused by the dog to any Common Element.

Newspapers

1. Newspapers delivered are picked up at the table in the Lobby.
2. Newspapers brought to the second and third floors are to be placed on the table next to the Elevator. Do not put newspapers on the carpet at unit doors.

Garage Area

1. There is a posted 5 MPH speed limit in the garage
2. Parking areas must comply with Fire Code, as posted in the garage
3. No Storage, except for small, sturdy enclosed container for car wash articles
4. Bicycles must be hung on wall mounts
5. Shopping carts are permitted
6. Car washing is permitted but do not spray other owner's cars.
7. Except for properly-stored items listed in this section, parking spaces are to be used only for garaging a motor vehicle.
8. Parking spaces may be rented only to 3900 owners.

Circular Front Driveway

1. This is a NO PARKING AREA.
2. Cars may not be left here unattended.
3. The area is used to pick-up and drop off.
4. There are NO furniture or major deliveries made here.

Patios and Balconies

1. Residents shall keep patios and balconies clean and free of clutter.
2. Patios and balconies may not be enclosed or altered in any way.
3. No awnings, sun shades, canopies, trellises, shutters, air conditioning units shall be affixed or placed in, through or upon an exterior wall, door, window, roof, patio or balcony.
 - A. Private television antennas and satellite dishes are not permitted on patios and balconies; the building roof is the only permitted location for these items.
4. No signs, notices, etc., will be allowed on patios, balconies, walls, or on the lawns.
5. Dust mops, rugs, etc., shall not be shaken from, nor water or other refuse be disposed of, from balconies or patios at any time.
6. Patios and balconies may not be used for storage other than for storage of barbecue grills and other items usually associated with patios and balconies such as seasonal furniture.
7. Railing must remain intact and the original color must be retained.
8. Barbequing/cooking on the balcony is permitted only if the following requirements are met:
 - A. Only a covered grill, e.g. a "Weber" type, is used.
 - B. Only an electric starter is to be used. Liquid/solid chemical starters are forbidden.
9. Parking of carriages, bicycles, motorcycles, and any other recreational vehicles on patios or balconies is strictly prohibited.
10. The lawn in front of the first floor units must be kept free of all items such as furniture, lawn games, barbeque grills, and recreational equipment.
11. No glued-down carpet is permitted on patios or balconies.
12. Moveable planters and flower boxes may be placed on a patio or balcony. Do not water flowers when balconies/patios below you are occupied by owners or their guests. Further, do not water flowers in such a way that water drips down the building exterior, as this water may enter windows and doors of other units.

- A. No items (including planters and flower boxes) may be placed on the Juliet balconies or their railings.
13. Installing trees, shrubs, or other plantings on Common Elements adjacent to first floor patios is prohibited.

Garbage

1. All garbage to be thrown down the Garbage Chute must be placed in PLASTIC bags and secured with a bag tie. Large amounts of garbage should be double bagged and tied.
2. Boxes and cartons must be flattened and placed under stairwell areas in the garage.
3. Garbage, rubbish, debris, or other unsightly materials are not to be left in the halls, stairways, or any common areas. All trash should be placed inside the proper receptacle immediately (leaving trash on top of or next to receptacles is not permitted).
4. Cooking oil, grease, coffee grounds, pasta, and other fibrous items (diapers, tampons, sanitary napkins, paper towels.) shall not be placed into any drain because they can clog the plumbing.
5. No lye or chemical drain cleaners should be put into any drain.
6. Carpets, major appliances, furniture, heating and air conditioning units, and materials from unit renovation which are removed from a unit in conjunction with delivery and installation of new/replacement items must be removed from the Association premises by the installing contractor or by the unit owner. The dumpster and garbage room may not be used for disposal of these items. The owner will be charged for any Association costs of the removal of this material.
 - A. The garage area, including individual parking stalls, is not a permissible location to store such items; they should be disposed of immediately upon removal from the unit.
7. All construction debris is the responsibility of the unit owner to dispose of. Building dumpsters are not be used for such items and no construction debris should be stored anywhere on the premises other than inside the unit.

Moving and Deliveries

1. No moving or deliveries may be made through the main lobby door, except for the delivery of printed material, United Parcel or similar parcel packages, fast food, flowers, groceries, dry cleaning, and hand luggage. Other than in the foregoing exceptions, only the garage entrance may be used.
2. Notice to the Board or its managing agent must be given ten (10) calendar days prior to all move ins or move outs and three (3)

business days prior to any deliveries, except for those deliveries referred to in paragraph 1 above. Only the elevator or stairwells or may be used for move outs or deliveries.

3. Elevator pads must be installed before the elevator is used for moving or deliveries. Likewise, the pads must be taken-down by the unit owner upon the completion of the activity.
4. Moving hours are from 7:00 AM to 7:30 PM daily. No move-ins or move-outs are allowed on New Year's Day, Easter, Rosh Hashanah, Yom Kippur, Thanksgiving Day, Christmas Day, or other major religious holidays.
 - a. Any requests for exception to this Rule must be pre-approved by the Board in writing.
5. A deposit of \$300 is required at the time the notice of the moving or major delivery is made to the Board (For the purposes of this Rule only, a "major delivery" is one that will involve more than 1 elevator trip to transport the materials into the unit). This must be a separate check payable to Normandy Hill #1 Condominium Association and delivered to a Board member. With regard to a sale or purchase of a unit, this damage deposit is required prior to the issuance of a "standard disclosure/assessment letter" required at the closing of the sale or purchase, or at least ten (10) days in advance of the closing date or move in/move out day, whichever is sooner. If no damage to the Common Elements occurs as a result of the move or delivery, the deposit will be returned within a reasonable length of time after inspection on completion of the move or delivery. In the event of any damage to the Common Elements, the deposit will be summarily applied against the cost to repair any damage to Common Elements caused by the moving or delivery. The owner of the unit from which or to which moving or delivery occurs shall be responsible for all damage to Common Elements or other changes which are incurred as a result of the move or delivery. Any damage in excess of the deposit required will be billed to the unit owner.
6. No furniture or other large items may be moved over the patio of any unit, and nothing may be moved over any balcony, unless authorized by the Board or management company.
7. Parking of trucks used for moving or delivery should park against the south retaining wall of the garage ramp so as to allow easy exit and entrance of cars moving through the garage.
8. Trucks used in moving or deliveries may not block streets, sidewalks, the circular driveway, or parked cars.

Interview of New Owners

The Board shall interview all new owners at least 10 days prior to the move in. The purpose of the interview is to ensure that new owners are familiar with the benefits and obligations of residency in the building, that they have read and understand the Declarations, By-Laws and Rules of the Association, and to answer and questions they may have.

Insurance

1. Owners shall be individually responsible for insuring their personal property in their respective units, their personal property stored elsewhere in the property, and their personal liability to the extent not covered by the liability insurance for all owners obtained by the Association.
2. Nothing shall be done or kept in any unit, the garage or in the Common Elements, which would increase the rate of insurance for the building or the contents thereof, applicable for its intended use.
3. Owners shall not permit anything to be done or kept in their respective units 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.
4. All owners must furnish a certificate of insurance to the management company to be kept on file.
 - a. The management company and/or Board reserves the right to contact the owner's insurer directly to initiate or negotiate a claim.
 - b. The certificate on file must be no more than 1 year old; thus owners must submit an updated certificate at least annually.
 - c. Owners of water-filled furniture must provide a certificate that explicitly shows coverage of damage restitution (to Common Elements and other units) related to said furniture.

Storage Lockers Areas

1. The enclosed storage locker assigned to each unit is for the exclusive use of that unit. Securing the storage locker is the responsibility of the unit owner.
2. Flammable materials and other items that are hazardous to the health, safety and welfare of the residents, or materials that emit or create offensive odors shall not be used or stored inside the storage lockers.
3. No perishable good may be kept in the storage lockers.
4. No articles may be stored outside the individual storage lockers in designated areas.
5. Nothing shall be stored or left in a storage area that obstructs access to an individual locker or the storage area itself.

6. The lockers shall not be covered so as to prevent monitoring of the contents for fire inspection and the general health, safety, and welfare of the residents.

Bulletin Boards

1. Bulletin boards are located in the garage, mailroom, and laundry room. All items posted should be dated and will be removed within one (1) week unless approved by the Board of Directors or managing agent.
2. Postings on the bulletin boards are limited only to informational items to residents regarding the Association, the master association, non-commercial activities open to all residents.

Building Security and Safety

1. Never allow entry of unauthorized persons into the building. Request credentials from all sales or service personnel before allowing them access to the building.
 - a. Keys to the building are not to be given out to unauthorized persons.
 - b. Lost Building Keys must be reported to the Management company immediately with a brief explanation of the circumstances in which they were lost.
 - c. This procedure will enable the Board to determine if the locks should be changed.
 - d. In case of robbery and/or stolen keys to the outside locks, the locks will be changed and new keys issued to all owners.
2. All owners must provide a copy of their unit entry key(s) to the Association. Keys will be kept in a lockbox and used in the following circumstances:
 - a. Management company representatives or the Association, including its agents, may enter units in emergency situations. Emergencies include: suspected serious injury to a unit occupant such that he/she cannot answer the door, to investigate and respond to suspected fires or water leaks, or any other activity that is suspected to be causing serious damage to any Common Element or adjacent unit.
 - b. With proper notice, management company representatives or the Association, including its agents, may enter units to perform scheduled tests, inspections, or maintenance of Common Elements. "Proper notice", for the purposes of this Rule, is defined as follows:
 - i. A written notice shall be posted in the customary common area(s), or delivered to each affected owners' mail

- pigeonholes at least 24 hours prior to the scheduled unit entry.
- ii. The notice shall include a description of the purpose of the entry, the time window in which the entry is planned, and, if applicable, identify the company name of any vendor that requires entry.
 - iii. The notice may also include requests for unit owners to move furniture, etc. in order to provide the necessary access to the affected Common Element(s).
 - iv. Obligations of those entering units:
 1. Known accidental damage to a unit owner's property caused during the entry must be reported in writing to the unit owner and to the Association, along with a method to contact the party who caused the damage.
 2. When work is finished, personnel must lock unit entry doors and return unit keys to the Association.
 3. The Association's copy of a unit key must NOT be retained by any vendor overnight, or on any day where an entry into that unit is not scheduled.
3. Inform a Board member if you plan to be away from your unit for over 7 days.
 4. Double check persons at your door after admitting them through the lobby security system.
 5. Wait for the garage door to close after each use, exiting as well as entering.
 6. Do not leave any common area door open.
 7. Solicitors are not permitted in the building at any time.
 8. Notify the managing agent of failures in any of the security systems, including doors and door locks, lobby intercom, security monitor, etc.
 9. The elevator "emergency stop" button shall not be used to hold the elevator.
 10. There shall be no obstruction of the exit doors, fire doors, garage doors, garage exit ramp, garage ventilation fans, smoke detectors, fire alarm pulls, fire extinguishers, sprinkler heads, stairs and stairwells, elevator and elevator door, security doors, security monitor, boiler room door, electric meter room door, pump room door, or any other building component or facility which would tend to jeopardize the health, safety, and welfare of the residents.
 11. There shall be no tampering with any building components, property or systems that would tend to jeopardize the health, safety, and welfare of the residents.

12. In the event that a fire alarm is sounded, everyone must vacate the building until authorized to return by the fire department.
13. Elevators shall not be used for exit or entry after a fire alarm has sounded. Everyone is to leave the building using the exit stairs or other emergency exits.
14. The roof of the building is not an emergency exit.
15. The roof, elevator shaft, boiler room, pump room, and electrical room shall be entered by authorized persons and shall be so identified.

Fire Protection

1. In accordance with the Village of Northbrook Fire Code, fire extinguishers are located on each floor.
2. Owners are responsible for testing smoke detectors within their units and changing batteries.
 - a. National fire safety advocacy groups recommend testing smoke detectors at least monthly and changing batteries semiannually at the start and end of Daylight Saving Time.

Directory Plates

To maintain uniformity, all directory plates are to be ordered through the management company. Only names of owners will be placed on the directory board.

Remodeling/Renovation Contractors

1. Unit owners may hire contractors to modify *only their own property* provided:
 - a. A Board member is notified before work begins
 - i. The Board reserves the right to examine the licenses and/or other credentials of contractors, or the permit(s) required by the project.
 - ii. If the Board is persuaded that the contractor lacks the proper licenses, credentials, insurances, etc. such that Board property or owner safety might be compromised, the Board can deny the Contractor access to the building to perform the intended work.
 - b. Contractors must abide by all relevant sections of these Rules (including work hours, construction material delivery, removal, and storage, etc.).
2. Unit owners may hire contractors to modify *Common Elements* (or such elements in conjunction with their own property) provided:
 - a. Board pre-approval, including specific approval of
 - i. Project plans
 - ii. Northbrook Building Permits, if applicable

- iii. Licenses and/or credentials of contractors
- iv. Contractor's insurance
- b. Factors not listed above may be also considered by the Board when hearing requests for approval.

Remodeling Requiring Structural Modification

1. If a remodeling job entails the addition or demolition of any wall, a Northbrook Building Permit must be obtained and presented to the Board, which must approve such work before it begins.
2. Any owner or contractor performing structural modification must carry enough insurance to protect the Common Elements, to the satisfaction of the Board.
3. Special rules for structural modification and inhibiting sound transmission of floors directly above other units:
 - a. Carpet is to be underlain with an 8# pad, or other Board-approved underlayment with comparable or superior sound transmission loss ratings.
 - b. Floating hardwood or laminate floors must be underlain with a Board-approved underlayment with comparable or superior sound transmission loss ratings to an 8# carpet pad.
 - c. Nail-down or glue-down flooring must be installed over a layer of ¼" or thicker plywood, which must itself be installed over the subfloor with a Board-approved felt layer or the like.
 - d. Tile or stone must be set in cement, which must not adhere directly to wood subfloors.
 - e. Excessive sound transmission due to unit equipment and/or occupant activity – even if the above guidelines are followed – can be addressed by the Board.
 - i. The Board may require owners to add rugs, carpets, or other floor coverings so that acceptable sound transmission is achieved.

Fee Schedule and Enforcement Provisions

All rules, regulations, and covenants contained in the Declarations and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations.

The Board does not delight in enforcing our community rules, nor are we zealous in finding violators. If you observe another owner violating a rule, it is appropriate to share your concerns with them in a polite manner. If you feel the violation is unresolved, habitual, or especially serious, you may notify a Board member and the investigation/enforcement process will begin.

<p>Violations degrading the appearance of a common area (<i>improper disposal of trash, leaving messes in common areas, improper storage of personal property, unauthorized posting of signs, unauthorized replacement of doors/windows visible from common areas, etc.</i>)</p> <p>Violations causing inconvenience to other owners (<i>noise, quiet hours, work hours, pet rule violations, etc.</i>)</p>	<p>First occurrence: \$75</p> <p>Additional occurrences of the same violation within 24 months: \$100</p> <p>For unresolved violations: \$10/day after notice of violation</p> <p>For pet rule violations, unauthorized pets must be removed within 72 hours of notice of violation</p>
<p>Violations affecting the access to and/or full use of common areas (<i>including clubhouse, lawn, parking/driveway/garage, storage lockers, stairs/elevator/hallways, lobby, laundry room, garbage/recycling, roof/patio/balcony, and other common areas defined in the Rules</i>)</p> <p>Violations related to moving and deliveries (<i>Unauthorized moving/deliveries using the front door, unscheduled moving or major deliveries, etc.</i>)</p>	<p>First occurrence: \$150</p> <p>Additional occurrences of the same violation within 24 months: \$200</p> <p>For unresolved violations: \$20/day after notice of violation</p>
<p>Violations endangering owner, guest, contractor, or employee safety; or violations jeopardizing building structural integrity (<i>Reckless driving, reckless use of common areas, unauthorized entry into a restricted area, violations of Northbrook law or building code (even if not cited), and other offenses deemed serious safety hazards by the Board</i>).</p>	<p>First occurrence: \$250</p> <p>Additional occurrences of the same violation within 24 months: \$500</p> <p>For unresolved violations: \$50/day after notice of violation</p>

Notice of Violation

The Board will issue a written notice describing the violation (i.e. citing the specific rule(s) violated, the date/time the violation was observed or reported, and the fines associated with the violation).

Appeals and Warnings

Owners may respond to the Board in writing to contest the violation within 10 days of notification. The Board will hear the appeal at its next regularly scheduled meeting and no fines will be due until the appeal is decided. The Board may choose to convert the fine into a warning or leave the fine unmodified.

Actual Damages

As stated elsewhere in the Rules, any common property damage must be repaired per the Rules. The fines are payable independent from the repair costs.

Payment of Fines

The management company will be notified of fines due and will collect the fines at the next monthly assessment. Late or uncollected fines are subject to the same Rules and additional financial penalties as late or uncollected assessments.

Amendments to the Rules

Per the Bylaws, the Board may amend these Rules and their enforcement provisions as conditions merit.