R2-2/2013 R3-8/2021 R4-4/2022 R5-7/2022 R6-10/2022

NORMANDY HILL CONDOMINIUM ASSOCIATION NO. 3 RULES AND REGULATIONS

In order to maintain an outstanding home for all Unit Owners, it is necessary to provide certain Rules and Regulations to keep the day-today living arrangements running smoothly and to insure a comfortable and enjoyable life for all of us who live in Normandy Hill.

The information contained in this booklet is for the purpose of achieving and maintaining this goal, as well as to comply with the Condominium Homeowners Association Declaration and By-Laws.

Residents shall advise their guests, maids, caregivers and service people of these Rules and Regulations.

The Board of Directors has approved this Document. Any suggestions or recommendations for improving any portion of it are always welcome by the Board. Please submit all suggestions and recommendations in writing to one of the Board Members.

GENERAL INFORMATION

THE BOARD

The Board of our Association is comprised of a minimum of five (5) members. The election of the Board Members takes place at the annual Unit Owners Meeting, which is held within thirty (30) days before or after the first Monday at the discretion of the Board. Notifications of meetings may be delivered personally or sent by mail to all Unit Owners. All Unit Owners are encouraged to attend. The Board Members are responsible for the direction and administration of the property. Officers must consist of a President, Secretary and Treasurer. If you are interested in serving on the Board, please contact a Board Member.

OUR MANAGEMENT COMPANY

The Board hires a Management Company to handle the day-to-day business of our 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 the Association.

Our Management Company information is posted on the mail room bulletin board. The Management Company is to be the first contact. 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 in writing.

RULES AND REGULATIONS

It is the responsibility of the Unit Owner(s) to thoroughly review their copy of the "Declaration of Condominium Ownership" for additional information regarding the rights and responsibilities of ownership. The following Rules are by way of explanation in addition to the Declaration.

ASSESSMENT FEES

In order to meet monthly operating expenses (gas, water, trash collection, electricity, etc.) in our building and Master HOA and in accordance with the Declaration, it is imperative that Assessment Fees be paid on or before the first (1st) day of each and every month. The Management Company will specify payment options to the Owner.

The following is the Collection Policy with regard to monthly assessments.

- 1. All assessments are due and payable on the first day of each and every month.
- 2. If the assessment payment is not received by the Management Company on or before the tenth (10th) of each and every month, a late fee of twenty five (25) dollars shall be assessed.

Please note that pursuant to the statutes of the State of Illinois, the Association is authorized to pursue various methods, including legal action, for the recovery of delinquent assessments and other monies owed to the Association.

BUILDING

Only authorized personnel are allowed access to the roof of the building. Any service person needing access to the roof must be accompanied by authorized personnel.

Children cannot play in the hallways and corridors.

Hallways and stairwells shall be kept free from any obstruction at all times.

Inner fire doors shall be kept open at all times except when the Fire Alarm goes off and at that point they close automatically. Outer lobby fire doors shall be kept closed at all times.

Unit Owners shall promptly inform the Board of all maintenance or repair work within their unit including the avoidance of unsanitary conditions such as accumulation of garbage or trash which could adversely affect the property in its entirety or a unit belonging to another unit owner.

Appropriate clothing and shoes should be worn at all times in all the common areas.

Smoking is not permitted in any part of the common areas.

The doors to the individual units are common elements and therefore under the control of the Association. Altering or replacing said doors without the prior written approval of the Board is prohibited. Damage to the door of any individual unit is the Unit Owner's responsibility to repair. If not done in a reasonable amount of time, the Board can have the door repaired and charged back to the Unit Owner.

BALCONIES, DECKS, PATIOS AND RAILINGS

Balconies decks, patios and railings are limited common areas for your use and enjoyment and are to be kept neat and clean. Mops and brooms that are visible on the front side of the building should not be stored in these areas. Maintenance of the surfaces of the patios, decks, balconies and railings (limited common elements) are the responsibility of the Unit Owners. The Unit Owners are to repair or replace them if and when necessary.

Wooden roof decks on the third floor, the surfaces of all patios and balconies along with related railings are considered the personal property of the Unit Owners, who are solely responsible for their maintenance, repair and replacement. If the roof has to be repaired and a deck that is otherwise in sound condition has to be removed to do so, it is then the responsibility of the Association to do the necessary removal or reinstallation. If the Unit Owner does not maintain these areas properly, the Association has the right to have the work done and charge the cost back to the Unit Owner.

No carpeting or other coverings are permitted on any deck, balcony or patio other than an open mesh plastic, weighing less than ½ pound per square foot, which allows free air and water flow and will not retain water on the underlying surface. Trapped leaves and debris must be regularly cleaned from Decks, Balconies, Patios and Railings.

Covered cooking grills are permitted providing the following requirements are met:

- 1. Only a covered electric or gas cooking grill is to be used.
- 2. Only an electric starter is to be used. Liquid/solid chemicals and charcoal is expressly forbidden.
- 3. All grill and furniture covers must be a neutral or dark color.

The Association is not responsible for items damaged, lost or stolen from balconies and patios.

Appropriate patio furniture and outdoor plantings are permitted on the patios, decks and balconies.

Patios are not to be used as an entrance/exit to the common lawn area.

BUILDING SECURITY AND SAFETY

The cooperation of all Unit Owners and Residents is necessary to provide proper security for our buildings and property. Therefore it is important to heed security measures at all times.

- 1. Never allow entry of unauthorized persons to the building.
 - a. Please do not let unknown persons enter the building when you enter or leave.
 - b. Admit no one by buzzer unless identity is given and recognized by you.
 - c. Notify the Management Company immediately of any broken locks or unlocked doors leading to the outside (which are in the garage and stairwells). An investigation should take place as to why this occurred.

- 2. Soliciting and loitering are not permitted in the lobbies, hallways, building grounds or any common element.
- 3. Make use of our Management Company and Village Protection Services.
 - a. Report any suspicious persons or unusual activities to police and to the Management Company.
 - b. Inform the Management Company and/or neighbor where you can be reached during extended absence from the building.
 - c. If your unit has been entered, call both the police and Management Company without touching or disturbing anything in your unit.
- 4. There shall be no tampering with the fire alarm panels, smoke detectors, fire doors, fire extinguishers, emergency lights or any other building component which would tend to jeopardize the health, safety and welfare of the residents.
- 5. The roof, boiler room and maintenance room shall be entered by authorized personnel only.
- 6. Do not prop open the inside lobby door and leave it unattended. If you observe an object propping open the lobby door, promptly remove it.
- 7. No Estate Sales (Sale of furniture, personal belongings, etc. open to the public) are permitted without prior approval of the Board. A \$350 Security Deposit will be required in the event that damage or theft occurs in the building as a result of the sale. It is refundable less the \$50 after the sale if no such damage or loss takes place. The elevator must be fully padded. Further, there must be someone in the lobby and someone to escort people to the unit.
- 8. Large carts (Supermarket type) may be used only to transport groceries, flowers or clothing (when packing a car for a trip). There are 2 large carts to the left of the elevator for your convenience. Please return them promptly after use. Carts of any kind are not permitted in the lobby. Additionally, carts are not to be left in the hallway in front of your Unit. Violation of this rule is subject to a fine of \$25.00 for each infraction.
- 9. Violation of any rule is subject to a fine starting at \$25 depending on the discretion of the Board. We ask that you follow the rules.

BULLETIN BOARDS

There are Bulletin Boards located in the building lobby and garage. They are there to keep you informed and in touch with events or items concerning your welfare and investment. Please do not remove postings unless authorized to do so.

LAUNDRY ROOM

Laundry facilities are for the use of Unit Owners and/or residents only. No non-resident may use these facilities with the exception of care givers or person responsible for your laundry including guests.

Only two (2) washing machines and dryers can be used at a time.

Please promptly remove your laundry from the washers/dryers. If there are others waiting for a washer or dryer and you or the designated person do not remove your laundry in a timely manner, it will be removed and placed on the table.

Do not unlock the sliding door in the laundry room and then forget to relock it. Pass these directions to care givers/cleaning persons, etc.

The lint trap in each dryer in the laundry room must be cleaned after each and every use. Use the broom and dustpan and the carpet sweeper to clean any lint that falls to the floor to prevent it from being carried out to the corridor carpeting.

The laundry room door must be kept closed at all times per Fire Department rules. Please turn the lights off when you leave.

COMMON ELEMENTS

Each Unit Owner is responsible for any damage to common areas caused by their negligence, carelessness or misuse or that of their occupants, guests, contractors, care givers/cleaning persons, etc. as a result of. All costs for repair or replacement along with enforcement costs, if appropriate, will be billed to the Unit Owner and payment will be required ten (10) days after the mailed notice from the Management Company is received.

All damages to the common property shall be professionally repaired. Repairs are to be approved in writing by the Association.

The Association wishes to preserve and improve landscaping of the building grounds. It is very important to have your cooperation in keeping the grounds free of litter, parked bicycles, toys and other equipment. Picnics, partying, sunbathing, sports activities and loitering on the lawn areas are strictly prohibited. Our lawn areas are for scenic purposes only. Please try to avoid walking on the grass.

The common elements of the building start as soon as you step off your patio or leave your Unit by the hall door. You cannot place any personal items such as plants, mats, flowers or paving stones on these areas without express permission by the Board.

Boots, boot trays, umbrellas, shoes, doormats and grocery carts are prohibited in the hallways or at the unit entrance door in the hall.

There shall be no carrying of liquids in open containers. All garbage, wet trash, etc. is to be carried out only in closed, leak proof bags.

FIRE EXTINGUISHERS AND SMOKE ALARMS

Please take note of the Fire Extinguishers and Fire Alarms located on each floor of the building. Notify the Management Company if you notice any irregularities in this equipment. Tampering with the equipment is a criminal offense.

Smoke alarms within the units are part of the Central Alarm System and are checked regularly by the Fire Department to be certain that they are in proper working condition. Unit Owners are responsible for any fees assessed for false alarms as designated by the Fire Department. Cooking smoke can easily set off your smoke alarms, as may candles. Unit owners are to be made aware that when cooking, use the fan on your stove. If a Unit Owner sets off an alarm more than two (2) times per year, they will be fined \$25.00 per occurrence, in addition to the Fire Department's charges.

INSURANCE

Owners shall be individually responsible for insuring their personal property in their respective units and stored elsewhere on the property, along with their personal liability to the extent not covered by the Liability Insurance for all owners, obtained by the Association.

Property damage and liability coverage for the common property is carried by the Association. Each new unit owner and his/her mortgagor may request a copy of the Certificate of Insurance showing coverage under the policy.

Each Unit Owner shall maintain his unit at his own expense and shall not do or allow anything to be done in the unit or the common elements which may increase the cost of or cause the cancellation of insurance on other units or on the common elements.

Every unit must now be covered by Liability and Fire Insurance. Everyone should carry Liability and other coverage as recommended by their agent. Remember, the insurance that the building carries as a whole would only restore your unit through the drywall prime coat-in the event of a fire completely gutting your unit.

A Certificate of Insurance must be presented to the Board annually.

Dwelling Insurance should be appropriate to cover the portion of your insurance policy that would cover replacement of items such as upgraded kitchen cabinets, bathroom vanities, tile/hardwood flooring and other component parts of your unit that is affixed to the floor or walls

Personal Contents Coverage can only be determined by you and we advise you to discuss this with your family and insurance agent.

You may also want to make sure that your policy covers the cost of living elsewhere in the event that it is not possible to occupy your unit while the building is being repaired after a fire, and it will protect you in the event that deductibles for the Association or other owners for damage you caused is charged back to your unit.

If there is a problem from one unit to another causing damage, each unit owner must contact their insurance company to resolve the issue.

Please have your insurance agent send a Certification of Insurance to our Board. For a new owner, the lender will require proof of homeowner's policy prior to close.

MAINTENANCE

For emergency problems with heat, power and water in common areas, call the Management Company.

Landscaping contractors are employed by the Association for work in the common areas only. Any Proposal to modify the Landscaping must be presented to the Board with a written, detailed plan of what the Unit Owner wishes to do. If the Proposal is accepted by the Board, a written notice to that effect will be given to the Unit Owner.

MOVING IN OR OUT

Notice must be given to the Management Company for all move-ins and all move-outs at least five (5) working days prior to the move. Only one move at a time is permitted. There is a move-in/move-out non-refundable fee in the amount of \$100.00 and a damage deposit fee in the amount of \$250.00 for both the buyer and seller of the unit. This deposit will be fully refunded to a move-out owner providing there are no damages to the common areas during the move. The damage deposit fee will be completely refunded to the move-in (new) owner upon completion of any major work done in the unit. This is to insure that nothing in the building is damaged or broken as a result of work done.

A request for the elevator to be padded and a mat put down on the elevator floor should be called into the Management Company for the specific day(s) needed five (5) days in advance.

All furniture and belongings must be moved in or out via the elevator and the garage door. Under no circumstances are they to be moved through the front lobby doors. Only if a furniture piece is too large to fit into the elevator, it must be moved in or out, or carried down or up a stairwell to or from the garage for all units.

Movers are not permitted to tie up the elevator. Reasonable access to the elevator must be given to all Unit Owners at all times. Moving trucks may park in the garage driveway, but well to the side so that a car entering or leaving the garage has room to pass it.

Hallways cannot be blocked and movers cannot "camp" in the hallway to eat lunch or rest.

Any moving in or out should be done with expediency and with the least disturbance possible. The security entrance door should not be left open or unattended at any time. On completion of the move it is your responsibility to make sure that all doors are locked and the garage door closed.

Placing of furniture boxes, personal items, etc. in the lobby or out on the lawn, walks or parking areas is strictly prohibited.

The Unit Owner is responsible for arranging for the prompt disposal of all packing materials, old carpeting, etc. in the event that these items do not fit into the trash dumpsters. It is each owner's responsibility to arrange for disposal. Cartons and boxes must be broken down, laid flat and put into a trash bin. By not adhering to this, your deposit will be forfeited.

The Unit Owner must properly dispose of packing material, carpeting, etc.

PROCEDURE: Please deliver your checks in the amount of \$100.00 and \$250.00 payable to Normandy Hill Condominium Association No. 3 to the Management Company or to a member of the Board of Directors as soon as you know the date you will be vacating the premises. The buyer of your unit should also be advised of this procedure prior to the move-in.

CONTRACTORS AND IMPROVEMENTS

Contractor Rules and Regulations may be assessed through the Management Company. Plumbers/electricians should be licensed. Remodeling contractors are not necessarily licensed, however they must present a Certificate of Insurance naming Normandy Hill III as the additional insured. Owners should complete an alteration request form outlining the scope of work, the insurance and the timeline of completion. Owners must sign the form. Any construction debris has to be removed by the contractor.

NOISE

No noxious or offensive activity shall be carried on in any unit or in the common elements, nor should anything be done therein, either willfully or negligently, which may be an annoyance to the other owners or occupants.

Sound devices shall not be played at an unreasonable volume at any time. Unreasonable volume is defined as anything audible outside the unit.

Carpentry, carpet laying, tile setting, picture hanging, or anything involving hammer work, etc. must be done between the hours of 8:00 AM to 7:00 PM only. Special circumstances may call for a "neighborly" accommodation to this rule. Please contact a Board Member for special circumstances.

FLOORING

When a new hardwood, hard surface or laminate floor is to be installed, underlayment and sound barrier material is required. It is absolutely mandatory that a Unit Owner discuss the plans with the Board of Directors well before the work is scheduled to begin. The question of the type of underlayment, sound barrier material, etc. should be agreed upon and a statement signed by the Unit Owner as evidence that the decision of the Board will be followed and kept as a permanent record.

GARAGE/PARKING

All vehicles parked on Condominium property shall be in good operating condition with valid state and municipal license plates and registration.

Parking spaces in the garage shall not be rented to anyone who does not live in the building. If a family member or friend is temporarily using a space, the vehicle should be registered with a Board Member.

All boats, trailers, recreational vehicles and commercially marked vehicles in excess of five thousand (5,000) pounds and vans higher than 6'8" are prohibited from the parking areas without written permission of the Board.

Playing ball, games, skate boarding, loitering, etc. is prohibited in the parking areas.

Any oil leaks are to be cleaned up by the owner/resident.

You must not dispose of old furniture, appliances, etc. in the garage.

The Recycle Bins downstairs are strictly for Recycled materials. Garbage does not belong there. All garbage should be disposed of through the garbage chutes on each floor.

The Association is not responsible for loss or damage to vehicles, or injury to persons in the parking areas.

The posted speed limit in the garage is five (5) miles per hour. The posted speed limit on our street is fifteen (15) miles per hour. Any infraction of this rule may result in a fine.

Parking regulations outside the building are regulated by the Homeowner's Association Rules and Regulations.

Cabinets are for the storage of non-hazardous materials only. Fire regulations forbid piling any contents within 18" of the ceiling. Owners are to furnish their own locks. In the event of an emergency, locks will be cut off if the owner cannot be present. You are allowed one (1) cabinet per parking space.

Only the following items are allowed to be stored behind your car in the garage:

- Closed cabinet no higher than 18" from the ceiling
- Bicycle
- Shopping Cart
- Folding Table
- Baby Transporter
- 1 Bottle of Windshield Cleaner Fluid

No auto engine should run any longer than it takes the car to leave the garage.

PETS

No dogs or cats can be kept other than one that a handicapped individual must rely on for physical assistance on a daily basis. The dog must be certified as a Service Dog and wear the Service Dog vest that they are given. Therapy Dogs are not considered Service Dogs.

Except for a Service Dog, visitors cannot bring a dog into the building under any circumstances or conditions.

<u>TRASH</u>

All garbage should be placed in leak proof containers, tied securely and deposited in the garbage chutes or taken to the garage and placed in a dumpster. All items should be placed in the dumpster, not on top of it and not on the floor. The Recycle Bins are used for paper, glass, cans and plastic items and are marked accordingly. The Board asks for your cooperation in keeping the dumpster area in order. Large cartons and boxes should be broken down, laid flat and put in the dumpster. Paper, glass, cans and plastic items should be placed in the bins marked for recycling. No hazardous materials, electronics, batteries, paint, fluorescent bulbs or other restricted materials may be placed in Association bins. You must recycle these appropriately at village facilities or elsewhere.

VIOLATION

Section 18.4 (L) of the Illinois Condominium Property Act specifically authorizes the Board to levy reasonable fines for violations of the Declaration and Rules and Regulations of the Association.

If any Unit Owner is charged with a violation, a written notice will be sent and he or she will be given the opportunity to speak and defend his position. If the Unit Owner is found guilty of the violation, said Unit Owner will be notified in writing and a fine will be charged to the Assessment Account of the Unit Owner and collected with the monthly assessment. Please see Fines Page.

We trust that we will have your full cooperation in complying with all the provisions of the Declaration and Rules and Regulations of the Association, so that the need to utilize fines for enforcement can be avoided.

RULES AND REGULATIONS BOOKLET

Each Unit Owner is provided with one (1) copy of this Booklet. Any additional copies may be purchased from the Management Company at a cost of \$10.00. A selling Unit Owner or their Attorney must give the Buying Owner a copy of this Booklet and any Addendums added in the course of their ownership. 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 Violations and Appeal Section.

There are no rentals allowed, including short term rentals or Air BnB.

FINES

GARAGE

In the garage, any oil leaks or damage to the cement in your parking spaces will be fined \$25.00. A notice will be sent and you will have 30 days to repair. If not repaired after notice the Unit Owner will be billed \$50.00 per month until the issue is taken care of.

FIRE DEPARTMENT ALARM

If a Fire Department Alarm goes off twice per Unit in a Calendar Year that Unit will be fined \$25.00 per occurrence. This does not include fines from the Fire Department.

GROCERY CARTS

Grocery Carts are not to be left in the lobby or hallways. There will be a \$25.00 fine per occurrence.

PROOF OF INSURANCE

Proof of Insurance must be presented at the time of renewal. A \$25.00 fine is required if we do not receive the Certificate.

PETS

All pets who enter the Building without a Service Dog Vest and Papers the fine will be \$25.00 for each occurrence.

SHORT TERM AND AIRBNB

A fine of \$500 and Attorney Fees

CONCLUSION

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 you observe to the Management Company.

Thank You.

The Board of Directors

Normandy Hill Condominium Association No. 3