

Policy & Procedure
Rules and Regulations

700 Graceland Condominium Association

ADOPTED FEBRUARY 9, 2022

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INTRODUCTION

The Association welcomes you to 700 Graceland Condominium Association. We sincerely extend to you our best wishes in your new home and hope you will enjoy living in our community. As we wish to maintain an outstanding property, we feel sure you recognize the need for rules and regulations to keep all the facets of the Association running smoothly and to insure pleasant, comfortable, and enjoyable living at 700 Graceland Condominium's.

The information and 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 700 Graceland Condominium Association and the Illinois Condominium Property Act.

POLICY AND PROCEDURES

Board of Directors

There are five Owners on the Board of Directors, three of whom are officers: President, Treasurer and Secretary, Board members are each elected for a two-year term. The Board is elected at the annual meeting of Unit Owners as per the Declaration and By-Laws of the Association. An individual may be reelected to the Board for successive terms. The Board members vote among themselves for the officer positions. There are no professional requirements for an individual to be nominated for election to the Board. Good judgement, an open mind and common sense approach to issues are all that are expected of the Board members. The Board Members are ultimately responsible for the direction and administration of the Condominium Association.

Board Meetings

Board Meeting notices are posted on the bulletin Board and as required by the Declaration and By-Laws of the Association. For a Board meeting to be the most effective, it is important that both the Board members and the Owners in attendance cooperate fully.

At an effective Board meeting:

- the Board approves motions for necessary Association business
- the Board is informed by management of necessary or suggested action to be taken
- the Owners are informed of the issues facing the Board
- the Board and management hear owner issues

It is important that the members of the Board:

- follow the agenda that is prepared and distributed at the meeting
- announce each issue that is under discussion
- always speak loudly and clearly enough that the Owners present can hear the discussion
- do not carry on private conversations separate from the audience, unless so announced as a formal executive session
- make clear to each other and the Owners present what motion has been made
- formally call for “all those in favor” and “all this opposed” for each motion being voted upon and announce whether the motion has passed or been defeated

It is important that the Owners present:

- listen to the discussion of the Board
- ask questions during the appropriate time on the agenda or when recognized to do so
- make comments to the Board and audience as a whole, not just to the person next to them (separate conversations make listening and participating in the meeting difficult for everyone present)
- offer their time, talent and expertise to help the Board make the most informed and best decision for the benefit of the association

Property Manager

The Board of Directors hired American Property Management of Illinois, Inc. to handle the day to day business of the Association. The Management Company is under contract and, in general, is responsible for the conduct and performance of all common area maintenance and services contracted and paid for through your Association.

For emergencies, police, fire, ambulance, etc., call 911. For other building emergencies, problems, questions, and complaints, please contact American Property Management of Illinois, Inc. at 847-985-6464. If you feel it necessary to contact a member of the Board, please do so in writing.

RULES AND REGULATIONS

SECTION 1

Use for Residential Purposes

1.1 Each Condominium Unit will be occupied and used by its respective Unit Owner(s) as a private dwelling only, for such Owners, their families and social guests, and for no other purpose whatsoever.

1.2 No Unit Owner may lease their Condominium. Please refer to Amendment #86421126.

1.3 No immoral, improper, offensive or unlawful use will be made of any part of Condominium property. Each Unit Owner, at the owner's expense, will comply with, perform, and fully satisfy all city, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting the Unit.

1.4 Unit Owners are financially responsible for damage, regulation violation, and fines caused by themselves, family members and/or guests.

1.5 Unit Owners are responsible for their own Unit security. Owner's phone numbers should be left with the Management Company to be included in the 700 Graceland Phone Directory. Extra keys for owner's Units may be left in the key locker and may be used by Board members only in an emergency or with owner's permission in case of a lock out. Should a Unit need to be entered in an emergency and a key is not available, the owner will be responsible for any damage to the building or your Unit associated with gaining emergency access.

SECTION 2

Assessment Payments

2.1 Assessment payments are due to be paid on the first day of each month to the 700 Graceland Condominium Association in care of the Management Company.

2.2 Assessment payment checks may be mailed to the Management Company. Payment should be made with a check or a money order. No cash should be put into mail.

2.3 If payment is not received by 5:00 pm. on the tenth day of the month, a late fee of \$25.00 will be automatically applied to the Unit Owner's assessment account. After 90 days the Association shall have the authority to take any or all appropriate action.

2.4 Owner's may pre-pay assessments by contacting Management or the Board.

SECTION 3

Transit Areas to Remain Unobstructed

3.1 Vestibules, halls, stairways, elevators, and other Condominium areas and facilities of a similar nature must remain unobstructed, and will be used only for the purpose of normal transit. See Appearance of building and Common Elements, Section 18.

3.2 Lobbies, vestibules, hallways, stairways, elevators and other Condominium areas and facilities of a similar nature will not be used for personal storage.

3.3 Residents, guests and invitees will not be permitted to run, loiter or play in the lobbies, vestibules, hallways, stairways, elevators, driveways, parking lots or/and other Condominium areas and facilities of a similar nature. Specifically prohibited inside the building are skateboarding, roller skating, bike riding and throwing balls or other objects, or similar activities. Prohibited outside the building on Condominium property are Frisbee throwing, skate Boarding, ball playing or playing on the lawn in such a manner as to damage the grass, trees or shrubs. Residents are responsible for their guests.

3.4 All bicycles can be stored in the garage or inside a Unit. Residents may not enter or exit with bicycles through the front lobby door. No bicycles may be stored on balconies or other common areas.

3.5 Smoking is not permitted in any interior or exterior common areas, including but not limited to elevators, garages, and corridors. Smoking is limited to the Units and limited common elements (i.e. private balconies and patios).

SECTION 4

Posting of Signs

4.1 No notice, sign or any matter whatsoever will be posted in the lobby, vestibule, hallway, stairway, elevator or other Condominium area, without prior approval of the Board of Directors or Management Company. No signs of any kind will be placed in any windows, doors, balconies, facades, or other exterior surfaces or grounds of the building or property without similar prior approval. Residents are permitted to post tasteful notices on the back hallway bulletin board near the garbage room.

4.2 "For Sale" signs for sale of Units are not permitted.

4.3 "Open House" signs will be allowed with prior consent of the managing agent or Board. Signs must be posted/removed within one (1) hour of the posted times of the open house.

4.4 "Garage Sale," "Estate Sale," or other such signs are not permitted. See Security, Section 8 for more information about holding a garage sale or estate sale.

4.5 Bulletin Board restricted to informative notices pertaining to Residents only. The Board of Directors will have sole determination on whether any item posted must be removed.

SECTION 5

Fire Hazards

5.1 Unit Owners and Residents will not permit or suffer anything to be done or kept in their Units, store rooms or garage areas which would increase the rate of fire insurance on the Unit or on the Condominium as a whole. Propane tanks are permitted for grills only on balconies and cannot be stored anywhere else within the building or garages.

SECTION 6

Noise Level and Odors

6.1 Residents will exercise extreme care about making noises or playing music at a level which may disturb other Residents. No Resident will play or allow to be played any musical instruments, radios, television, phonograph, **appliance**, or the like between the hours of 10:00 pm. to 8:00 am. at a noise level which may or will disturb and annoy any other Resident. Disturbances by unruly guests or Residents may result in the assessment of a fine or other legal action as determined by the Board of Directors against the Unit Owner determined to be responsible for the disturbance.

6.2 Each Unit Owner is responsible for the actions of his/her/their guests and pets.

6.3 Any construction (such as allowed with the rules set forth in the Declaration of Condominium Ownership) which could cause a disturbing noise must be carried out between the normal working hours of 8:00 am to 6:00 pm.

6.4 Residents are requested to keep the odor of cooking in the halls down by turning on the exhaust fans in each Unit's kitchen.

SECTION 7

Garbage Removal and Discarded Household Items

7.1 All garbage will be disposed of in a sanitary manner in the facilities provided in the Condominium complex. All garbage and refuse must be properly wrapped in plastic bags and tied and placed in the garbage dumpster. No liquid of any kind may be disposed of in the garbage. Heavy items must be carried down and placed in the dumpster. All boxes must be flattened and placed next to the dumpster. No garbage or refuse will be left in the common area, boiler room or outside the building in the covered parking area.

7.2 Residents are prohibited from discarding any material in the garbage dumpster which could or may be hazardous to any person or property, or from discarding any material in violation of any Federal or State environmental regulation. In addition to any fine assessed against a Resident or Unit Owner pursuant to Section 27.1, the responsible Resident and/or Unit Owner will be liable for any and all damages and costs resulting from a violation of this Section 7.

7.3 Disposal of large items, such as carpeting, appliances or furniture, requires special arrangements. Unit Owner must make appropriate removal arrangements with their delivery company to haul away the discarded item(s) or contact Management or Board. Management or Board will make arrangements with waste hauler for removal and Unit Owner will be liable for any additional charge made by waste hauler for the removal. Charges will be assessed to the Unit Owner's assessment account.

SECTION 8

Security

8.1 Residents and Unit Owners are required to secure entrance doors when entering and leaving the Condominium complex. Residents are requested and required to notify Management or Board immediately if any lock or door does not properly function.

8.2 A security system has been provided for the building in which a buzzer/intercom system is used to monitor and control the access of nonresident to the Condominium complex. To maintain the security within the building, Residents are prohibited from admitting anyone into the building without first identifying the visitor or service personnel by intercom system and, then, allowing them entrance through the buzzer/intercom system.

8.3 Residents must not admit solicitors, regardless of their ages, thus enabling them to enter the building unattended and giving them access to all Units. If Residents wish to patronize solicitors, the Resident must meet them at the lobby door and escort them to the exit when their business is completed.

8.4 Never prop open any locked exterior door.

8.5 Estate Sale or similar activity will only be permitted with express permission of the Board of Directors. Compliance with any and all regulations that the Board imposes with any permission granted is mandatory. Regulations will be determined based on the specific circumstances and may include: Securing liability insurance, posting an attendant at the door, restricting sale customers to an exterior location, or any other regulation as may be deemed necessary.

8.6 When exiting the garage area, Residents should wait to ascertain that the overhead garage door has closed completely before driving away.

8.7 Children are not allowed to play or loiter in common areas including lawns, garages, parking areas, or lobby.

8.8 The lawn is not available for recreational use.

SECTION 9

Damage to Common Elements

9.1 All damage to common elements caused by any Unit Owner or his/her/their guest or pet will be the responsibility of and will be paid by the Unit Owner. The Board of Directors and/or the manager is specifically authorized to assess the responsible Unit Owner for the costs of repairing the damage of the common elements, and any such assessment will be a lien on the responsible owner's Unit.

9.2 Door mats or welcome mats must not be kept in the common carpeted hallway.

SECTION 10

Keeping of Pets

10.1 Keeping of household pets (defined as only cats, tropical fish or birds) by Unit Owners is permitted. Only one (1) cat or bird shall be permitted per Unit. The same restriction applies to visitors and their pets.

10.2 Any allowable pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property. The Board of Directors will consult with legal counsel regarding the removal of a nuisance/disturbing pet. All legal fees will be charged to the Unit Owner on successful remove of the pet.

10.3 Any such pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property. The Board of Directors will consult with legal counsel regarding the removal of a nuisance/disturbing pet. All legal fees will be charged to the Unit Owner on successful removal of the pet.

SECTION 11

Repairs within a Unit

11.1 Each Unit Owner will promptly perform all maintenance repair work within his/her/their Unit. Each Unit Owner will be responsible for all damage and liabilities that any failure to maintain or repair may cause Unit. Entrance doors must match existing Unit doors, and must be fire rated in accordance with the City of Des Plaines building and fire codes. All windows and balcony doors must match the exterior side. See Appearance of Building and Common Elements, Section 18.

Construction and Replacement Policy

11.2 Included herein are construction procedures and a Construction Checklist (See Exhibit A1). For any in-Unit remodeling, Owners must complete the requirements listed on the checklist.

The Checklist is intended for the use of major remodeling/construction. It is not necessary for such work as painting, minor carpentry or changing a vanity or countertop.

However, if you are having plumbing or electrical services performed, installing appliances which access plumbing and/or electrical, or having wood flooring, laminate flooring, or carpeting installed, you must inform the Management Company and obtain written Board approval through the Association's procedures, including the submission of architectural improvement and/or construction checklist forms as needed.

New wood or laminate floor must be floating or glued, with a soundproofing underlayment. Nailing and stapling of any type of flooring is not permitted.

If plumbing work will require water shut-off, Management must be provided at least 48 hours' advance notice so that notices may be posted. In case of emergency shut-off, Owners must contact the Management Company and a Board member so a notice can be posted as soon as possible. A Board approved plumber must be used to shut off and turn on water.

Construction and Replacement Procedures

11.3 Any construction which would cause disturbing noise, or the removal of debris, can be done only during the normal working hours of 8 a.m. to 5 p.m. on Monday through Friday, and between 10am and 5pm on Saturday and Sundays.

No construction work can be done without prior written approval from the Board of Directors.

Owners must obtain a certificate of insurance from their contractors prior to remodeling. Copies of the final waivers of lien must be submitted for any work performed on common areas.

Owners must obtain City of Des Plaines permits as necessary.

Use of the elevator for transporting materials such as lumber, drywall and other items of construction, and the removal of debris, must be scheduled through the Management Company and the elevator must be properly protected.

All construction debris must be removed from the premises. It is the responsibility of the Owners to instruct their contractors to remove all such debris and leftover materials from the premises. Toilets, sinks and bathtubs may never be used for disposing of such construction debris.

Refer to Rule 7.3 of the Rules and Regulations concerning disposal of bulky items. The Management Company must be advised in advance so arrangements can be made with the Association's disposal company. Unit Owners will be assessed for any additional disposal charges.

No construction work such as spray painting, sawing, glass cutting and the shaking out of drop cloths is permitted in the common areas, including, but not limited to, stairwells, hallways and garages.

Clean drop cloths must be used to cover the traffic areas completely and provide total protection for any common hallway carpeting. Cloths must be removed at the end of each workday and corridors cleaned.

Unit Owners are financially responsible for any damage to, or extra cleaning of, the common areas due to construction in the Owners' Units.

All flooring installation must be installed with precautions taken to not damage the perimeter heated flooring: Nails driven into the concrete can pierce the heating pipes, causing floods and very expensive repairs. When filling cracks in the concrete floor, a low-moisture material must be used to avoid causing water to leak into the units below.

SECTION 12

Traffic and Parking Regulations

12.1 Horns are only to be used when necessary for the safe operation of vehicles.

12.2 Unit Owners and Residents will not park nor will they permit their families, guests to park, in the parking spaces of other Owners, or in such a manner as to prevent ready access to the parking spaces of other Owners. Improperly parked vehicles are subject to immediate removal at the owner's expense, without prior warning.

12.3 Unit Owners and Residents, and their families, guests, and employees will abide by such traffic and parking regulations as may be posted in the parking areas or the driveways of the Condominium.

12.4 Guest parking for visitors is available in the rear of the property. Anyone using the building's guest parking space for more than three (3) days during any consecutive ten (10) day period must obtain a visitor's pass from the Management company or Board, which must be prominently displayed in the vehicle at all times when the vehicle is parked in the visitor's parking lot. All guest parking is on a first come first served basis.

12.5 All vehicles are to be parked in designated parking spaces with the vehicle approximately in the center of the space, except for emergency vehicles, moving and delivery trucks, taxicabs, delivery vehicles, and maintenance vehicles whose size or purpose precludes use of visitor parking spaces. Parking spaces may be occupied by only one motor vehicle.

12.6 Vehicles illegally parked are subject to immediate towing at the Owner's expense. Persons who park their vehicles on the premises, and who have no right to be on the premises, will be towed immediately without prior warning. Authorized persons on the property who violate these parking regulations may be warned once by a notice placed on the vehicle, notifying the owner of the vehicle that continued offense will result in the imposition of a fine and/or the vehicle being towed at the Owner's expense. Management or Board will attempt, but is not required, to contact Residents whose vehicles are violating these rules and regulations to request compliance with the parking regulation. The offending vehicle will be subject to immediate towing at the vehicle Owner's expense.

12.7 Only Permitted Vehicles (as hereinafter defined), as opposed to Non-Permitted or Abandoned Vehicles (as hereinafter defined) will be parked in any visitor's parking space or Owner's parking space. See Definitions, Section 28.

12.8 Each Unit Owner has a designated parking space(s). If an additional car is owned and driven by another person living in a Unit and an additional parking space is required, it will be granted if available by the Board of Directors. Owners must notify Management or Board in writing. If the additional party living in a Unit moves out, his or her parking space reverts back to a guest parking space. If a parking space designated to a Unit is rented to another Resident via an arrangement directly between the two parties, notification of that arrangement must be made in writing to Management or Board. Parking spaces may only be rented to other Unit Owners. The Unit Owner remains responsible for any damage, fines, or rule violations by parking garage renters.

12.9 Washing of vehicles in the parking lot areas is not permitted. Vehicles cannot be waxed in the parking lot areas.

12.10 After a 2 inch snowfall, vehicles in outdoor parking must be moved to a plowed parking space before 9:00 am., if possible, to allow complete plowing of the lot. Owners must provide reasonable compliance and must take prompt action to adhere to this rule. Willful non-compliance with this rule will result in a fine of \$25.00 per day.

SECTION 13

Safety

13.1 No Unit Owner or Resident will overload the electric wiring in the building or operate any machines, appliances, radio transmitting equipment or accessories in such a manner as to cause an unreasonable disturbance to others. Residents are prohibited from connecting any machines, appliances, accessories or equipment to the heating or plumbing system with prior written consent of the Management or Board.

13.2 Residents are prohibited from storing combustible substances (such as paint thinners, naphtha, gasoline, oil, paint, etc.) in the Unit or storage rooms. See Fire Hazards, Section 5.

13.3 Residents are prohibited from going on the roof of the building or providing access to the roof to any contractor or other party, without the prior approval of Management of the Board of Directors.

13.4 Residents are prohibited from making unauthorized repairs or adjustments to the heating system. Any difficulties should be reported to Management or the Board.

13.5 Residents are required to make certain that all electrical equipment is properly wired and plugged into sockets. Residents are asked to disconnect television sets and other appliances connected to wall sockets if the Resident intends to be away from the Unit for any prolonged period of time. Residents are advised that dishwasher flooding may be avoided by closing the valve on the water pipe under the sink before leaving for extended periods of time.

13.6 Residents are asked to be aware of strangers loitering around the Condominium complex. Common doors controlled by keys may not be propped open. Residents are requested to close the door and report such activity to Management or Board.

13.7 The fire extinguishers are placed in the Condominium common areas for each Resident's safety and each Resident is advised to acquaint themselves with the location of the nearest fire extinguisher. All smoke alarms within each Unit must be kept in working order by the Resident of that Unit. Tampering with a smoke alarm or fire extinguisher is specifically prohibited.

13.8 At the sound of the fire alarm, all Residents should vacate the building by the nearest fire escape route, if possible (See Safety, Section 13, specifically item 13.9). Under no circumstances will Residents use the elevators immediately after a fire alarm has been sounded. Disabled persons are advised to notify, by telephone if possible, The City of Des Plaines Fire Department of their location. If the telephones are not operational, disabled persons are advised to signal emergency personnel from their balconies.

13.9 Suggestions for Hi-Rise Fire Safety Evacuation (from City of Des Plaines Fire Department):

In the Event of Fire, and Escape is Possible:

- Feel the door to check for heat PRIOR to opening.
- Escape via stairwell only. Be sure stairwell doors close behind you following exit.
- If exit way is smoky passable, cover nose and mouth with wet cloth to facilitate breathing.
- Under no circumstances use elevators: power failure may trap people in elevators, or doors may inadvertently open on the fire floor.
- Close all Residential doors upon evacuation.
- Stay as near to the floor as possible (air is cleaner and cooler), crawl if necessary, and stay in contact with the hallway wall as a reference point.

In the Event of Fire, and Escape is NOT Possible:

- If smoke is excessive or door feels hot prior to opening, stay in your Unit.
- Seal doors and cracks where smoke may enter with tape, wet towel, or other appropriate material.
- For rescue purposes, call Fire Department with Unit number, location and number of occupants.
- Listen to public address announcements for up-to-date fire conditions and instructions by Fire Department personnel.
- Open windows to ventilate smoke and allow fresh air to enter.
- If necessary, and if practical in your building, break out windows and alert rescue personnel by displaying towel, sheet, or other appropriate material.

13.10 The water closets, basins, and any other plumbing fixtures will not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or any other improper articles should not be thrown into these fixtures.

SECTION 14

Elevators

14.1 No notices, signs or any matter whatsoever will be placed in the elevator or elevator area without prior approval of Management Company or the Board of Directors. Defacing of these areas is specifically prohibited and any person found defacing or damaging the elevator or any other common element will be charged for the repair or replacement of the damaged area. The elevator is not to be delayed for any reason except pre-arranged loading and unloading.

14.2 Smoking on the elevators is prohibited.

14.3 Use of the elevators for purposes of moving in/out of the Condominium is governed by the regulation set forth in Section 17.

SECTION 15

Balconies

15.1 Each Resident is advised that the balcony of the Condominium Unit is a limited common area under the Declaration of Condominium Ownership and By-Laws. As such, this space is not for storage.

15.2 Only patio furnishings are allowed on the balcony. Seasonal storage of barbecue grills, lawn chairs and other items usually associated with balconies is permitted.

15.3 Residents are cautioned against leaving furnishings and barbecues unsecured, in the event of high winds. Injuries or property damages caused by falling objects are the responsibility of the Unit Owner.

15.4 If any Unit balcony is damaged, for any reason, it will be the Unit Owner's responsibility to pay the costs incurred to repair the damage.

15.5 Residents will keep the balconies clean, orderly and free from clutter.

15.6 Portable propane heaters and gas lamps are prohibited from being used or stored on the balconies at any time.

15.7 Balconies may not be decorated, enclosed, altered or the appearance changed in any way without the prior written consent of the Board. No holes may be made in the brickwork, floor or ceiling for ornamentation or any other purpose. Wind chimes are not permitted. Carpets and wood decks or any other floor covering are not permitted.

15.8 A drip pan tray should be attached to all plants and flowers. Flower boxes may not be hung on the outer side of the balcony railing, but may be hung on the inside or placed on the surface of the balcony with proper drainage drip tray.

15.9 Outdoor cookers and grills must be used with extreme care and consideration for others. Excessive smoke will not be allowed. Propane gas or electric grills are permitted. Charcoal cooking devices of any kind are not permitted.

15.10 Unit Owner will be held responsible for any damage caused to the Unit balcony or other property or for injury caused by grilling, including smoke damage.

15.11 Clothing, sheets, blankets, laundry and similar objects will not be hung out or exposed on balconies.

15.12 No smoking materials may be discarded from the balconies at any time.

15.13 Balconies must not be used as pet runs.

15.14 Banners may be hung on balconies but they not may extend beyond the Owner's balcony space.

15.15 Permanent planters are not to be installed on the balconies. Only potted plants are permitted on the balconies.

SECTION 16

Garage

- 16.1 Because of the danger of carbon monoxide poisoning, vehicles are not to be warmed up inside of the garage.
- 16.2 Residents are required to properly clean up oil spills and radiator spills promptly.
- 16.3 Door opener transmitters are the property of the owner of the related parking space. Operational problems with the functioning of the automatic doors should be reported immediately to the Management or Board.
- 16.4 No hazardous materials may be stored in the garage area.
- 16.5 Repairs of vehicles in the garage areas or anywhere on the common elements is prohibited.
- 16.6 Washing of vehicles in the garage areas is prohibited.
- 16.7 Storage is permitted in the garage within the individual Unit Owner's parking space only for bicycles, folding shopping carts, a broom, children's folding strollers, and folding chairs. All items should be stored folded. Small items may be stored in a closed plastic bin. Nothing may be stored alongside a vehicle unless the parking space is a corner spot against the wall. No owner may install shelving in a parking space. In the main and annex garage, items must be placed directly behind the vehicle. All stored items must be neat and orderly within the designated parking area. The Board of Directors will have sole determination whether the stored items are neat and orderly and their determination will be binding on the Unit Owner. The Association is not responsible for lost, stolen or damaged property. No items other than those specified are allowed in the garage. Violators will be notified by Management or Board and subsequently fined \$25.00 per day if compliance is not made by the date specified in notification.
- 16.8 No exterior alterations may be made to garage doors.
- 16.9 Parking spaces may be occupied by only one motor vehicle. A motor vehicle is defined as an automobile, motorcycle, motorbike, scooter, or moped. Motor vehicle engines are not allowed to idle inside the garage. All vehicles must be between the yellow lines.

SECTION 17

Moving or Deliveries

Regulations for moving in and out of the Condominium complex, or moving furniture items or appliances in our out of the building are as follows:

17.1 Inform Management or Board in advance for a time schedule for move-in/move-out (what time you will be arriving or departing from the Condominium property) so that the elevator can be padded and reserved. The elevator may not be used for moving furniture, equipment, appliances or any other large items unless pads to protect the walls have been installed. Failure to have padding installed will result in a penalty of \$50.00 to be assessed directly to the Owner's assessment account.

17.2 All Resident move-ins/move-outs must be scheduled with Management or Board at least twenty-four (24) hours prior to the move. Prior to granting any Resident the right to move-in/move-out, the Unit Owner must pay a \$500.00 refundable cash security deposit which the Unit Owner must pay before the move takes place. The deposit is refunded in full provided there is no damage to the property.

17.3 Moving is permitted during the hours of 8:00am to 8:00pm, seven (7) days per week.

17.4 For moving items in or out, have the driving of the vehicle pull to the side entrance of the building. Only the NORTH GARAGE entrance door may be used for moving or deliveries. No moving is permitted through the front or back door. A \$100.00 fine will be assessed for any moving done through the front or back door of the building, which may be applied against the security deposit held.

17.5 Owner of record is responsible for movers, tradesmen, etc. Repair/cleanup costs will be assessed directly to the Owner's assessment account.

17.6 Owner of record is responsible for any damage done to any common element of the building.

17.7 Any move of furniture or appliances in or out of the building must be scheduled the Management or Board.

17.8 After the move is completed, flatten all moving boxes, and place them in the outside dumpster at the south driveway, but ONLY on Tuesday through Thursday to avoid trash overflow. Do not leave any furniture or appliances or personal items in the driveway or parking areas.

17.9 Management or Board will inspect the property prior to and after the move. Any damage will be deducted from the refundable cash security deposit. If damage exceeds the deposit amount, additional charges will be assessed to the Unit Owner's assessment account. If there is no damage, the deposit will be refunded in full.

SECTION 18

Appearance of Buildings and Common Elements

18.1 Windows are to be cleaned and maintained in such a manner as not to detract from the building's appearance. Non-decorative items may not be hung or stored on the outside of windows or on the balconies.

18.2 Exterior and common area doors and windows must match in design and color and fire codes of all common area doors and windows.

18.3 Residents and their employees or visitors are prohibited from throwing anything out of or in any way allowing anything to fall from the windows or balconies of the Units. This includes, but is not limited to, food, bird seed, smoking materials, holiday trees or decorations. No garbage cans, supplies, galoshes, shoes, umbrellas, laundry, rugs or other articles will be placed in the corridors or the stairwell landings. No tablecloths, rugs, clothing, curtains or mops will be shaken from any window or balcony or in the stairwells.

18.4 No antennas of any kind may be attached or mounted to any portion of the property unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit.

18.5 No satellite dish receiving antenna may be installed on the Unit balcony not on the building roof without the express permission of the Board of Directors. A request for such installation must be made to the Board, through Management, with complete information and specifications on proposed equipment and installation.

18.6 No awning, sun roof, canopy or shutter of any type is permitted.

SECTION 19

Seasonal Decorations

19.1 Seasonal decorations will not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.

19.2 No outdoor decorations are permitted except decorations which can be placed on a Unit door or balcony. Any damage caused by hanging of decorations will be repaired by the Unit Owner responsible or the cost of repair will be charged directly to their assessment account.

19.3 No decorations which create a fire or safety hazard will be permitted.

19.4 Live trees must be in a bag during transport into and out of the building. Live trees must be transported in the elevator only. Trees may not be discarded over the balcony railing.

SECTION 20

Storage Lockers

20.1 Fire codes require that at least two feet (2') of space must be left between any stored materials and the ceiling in order to permit proper operation of the sprinkler system if a fire should occur.

20.2 Storage of gasoline or any flammable, corrosive or dangerous materials (such as dry cleaning fluids, acids, charcoal lighting fluid, etc.) is not permitted in the storage areas. Similarly, storage of explosives, ammunition, firearms, or any other items that are potentially harmful or hazardous is not permitted.

SECTION 21

Water Damage

21.1 Unit Owners are responsible for damage caused to other Units, furnishings, decorations or belongings, and damage to common property or the contents thereof which is caused by their electrical or water appliances. This includes, but is not limited to water holding items such as waterbeds and fish tanks.

21.2 Proof of insurance for water holding items is required to be submitted to Management or Board.

21.3 Unit Owners are responsible for damage to other Units, furnishings, decorations or belongings, and damage to common property or the contents thereof which is caused by overflowing bathtubs and sinks and/or improper caulking around bathtubs and showers.

SECTION 22

Sale of Units

22.1 Notification of intent to sell a Condominium Unit must be made to the Board of Directors, through Management, in writing by the Unit Owner.

22.2 Unit Owner's realtor must contact Management or Board for the rules about showing the Unit for sale, which may include but are not limited to: hours, building security, and the posting of signs. See Posting of Signs, Section 4.

22.3 When a contract for sale of the Unit has been entered into, attorneys for both the seller and buyer must contact Management so that all parties can secure necessary information prior to closing. A copy of the sale contract will be provided to the Board of Directors for a vote on the Association's right of first refusal, as required by law.

22.4 The Unit Owner (seller) must provide the Association Declaration, By-Laws and Rules and Regulations, along with any and all amendments to the documents, to the buyer prior to closing.

SECTION 23

Leasing of Condominium Unit

23.1 No leasing of a Condominium is allowed. Please refer to Amendment 86421126.

SECTION 24

General Information

24.1 Each Unit Owner will provide Management Company or the Board access to the Unit for any emergency purpose or to insure compliance with these Rules and Regulations.

24.2 Owners are required to pay for the repair of any damage inflicted by them, their guests or employees on the common elements of the building.

24.3 This copy of the Rules and Regulations is the property of the Unit Owner and, and as part of any transfer of the Ownership or occupancy of this Unit, must be delivered to the transferee Unit Owner or successor.

24.4 The Board of Directors will designate one Board member or volunteer as an on-site contact for Residents. Contact Management for the name of the designed Board member.

SECTION 25

Amendments

25.1 The Rules and Regulations may be accepted, amended, changed, or modified by an instrument in writing by a majority of the Board of Directors. The Board of Directors is required to notify in writing the Unit Owners and Residents of the amendment, change or modification to the Rules and Regulations.

SECTION 26

Compliance

26.1 Unit Owners and Residents and their families are required to comply with the provisions of these Rules and Regulations. Unit Owners and Residents will be responsible for the acts of his/her/their guest(s) which are in violation of the Rules and Regulations.

SECTION 27

Enforcement Provisions

27.1 In accordance with the Illinois Condominium Property, 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 property manager, a

Resident or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the Management Company (Exhibit B). A written complaint form must be submitted to the Unit Owner by the Management Company with the approval of the Board of Directors.

27.2 The Unit Owner charged with the violation will be given written notice of the complaint, informing Unit Owner of the alleged violation and (1) will be given a warning not to repeat the conduct alleged or (2) of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint (Exhibit C).

27.3 At the hearing, Unit Owner will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the Unit Owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors, for disposition at its next regularly scheduled meeting.

27.4 The hearing will proceed based upon witness complaints and/or witness testimony. The Board/Committee will weigh all evidence prior to rendering a finding. ALL HEARINGS WILL BE CLOSED.

27.5 If any Unit Owner is found guilty of a violation, the Management Company will notify the guilty party in writing (Exhibit D) and a fine may be charged to the assessment account of the Owner of the Unit in which the guilty person resides and collected with the monthly assessment.

27.6 In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner at the time they are incurred.

27.7 Following is the schedule of fines (unless otherwise stated in the Rules & Regulations):

| <u>Violation</u> | <u>Fine</u> | <u>Period for Compliance</u> |
|----------------------------------|----------------|------------------------------|
| First Violation | Warning Notice | 7 Days |
| Second Violation | \$250.00 | 30 Days |
| Third Violation | \$500.00 | 60 Days |
| Fourth and Subsequent Violations | \$1,000.00 | 60 days |

If the Unit Owner fails to attend the scheduled hearing, the alleged violation will be considered admitted and a fine may be imposed.

If any alleged violation will be on a continuous nature and will not be remedied within a reasonable time, as determined by the Board of Directors, of the notice of the alleged violation, such continuing alleged violation will constitute a new alleged violation for which a new notice of alleged violation may be served by the Board of Directors or Management company, with fine doubled if the Owner is found guilty.

SECTION 28

Definitions

In the event a term is used in Rules which is not defined anywhere herein, its definition will be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it may first be found. Section headings contained in this document are for reference purposes only and shall not affect the meaning or interpretation of this document.

28.1 Declaration – The Declaration of Condominium Ownership and Easement Restrictions, Covenants and By-Laws for 700 Graceland Condominium Association which was registered in the Office of the Registrar of Torrens Titles of Deeds of Cook County, Illinois, as amended from time to time thereafter.

28.2 By-Laws – The By-Laws of 700 Graceland Condominium Association, as amended from time to time thereafter.

28.3 Property – All the real property against which the Declaration has been recorded, including any improvements thereon.

28.4 Act – The Illinois Condominium Property Act, as amended from time to time.

28.5 Association- 700 Graceland Condominium Association, an Illinois Not-for-Profit Corporation and a Condominium organized pursuant to the Illinois Condominium Property Act.

28.6 Board of Directors – The Board of Directors of the Association.

28.7 Rules or Rules and Regulations – The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.

28.8 Common Property – The common elements of the Association, as defined in the Act and the Declaration.

28.9 Unit – A portion of the property which is owned exclusively by a Unit Owner.

28.10 Owner or Unit Owner – The owner or Owners of a Unit, as revealed by the public records, including a contract seller and excluding a contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the owner is a trust, the beneficial owner by the trust and any person having the exclusive power of direction over the trust will be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.

28.11 Member or Member of the Association– A Unit Owner.

28.12 Resident – Any person who resides on the property, including families of Unit Owners and including a Unit Owner if the context so indicates.

28.13 Common Expenses or Assessments – Any amount which the Board of Directors may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.

28.14 Managing Agent, Manager or Management – The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the property in a manner directed by the Board.

28.15 Permitted Vehicles:

(a) Residents – Passenger type automobiles, pick-up trucks and vans that have not been modified to increase the length, width or height of the vehicle, and motorbike and motorcycles, provided that each of the foregoing is registered to be driven on public roads and highways. See Traffic and Parking Regulations, Section 12.

(b) Noncommercial Vehicles – same as Permitted Vehicles – Residents.

(c) Commercial Vehicles – service and delivery vehicles authorized by the Board of Directors or a Resident to enter the Condominium property, solely for the period of time necessary to perform the functions for which the commercial vehicle was given authority to enter the Condominium property.

28.16 Emergency Vehicles: Ambulances and hospital or medical vehicles of any type, or fire fighting vehicles of any type, or police protection vehicles of any type, or snow plowing vehicles, or utility vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents, and other persons on the property. See Traffic and Parking Regulations, Section 12.

28.17 Non-permitted Vehicles: All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles to include but not limited to: recreation vehicles, boats, trailers or airplanes.

28.18 Abandoned Vehicles: Any vehicles which are such that the acts of the vehicles owner and the condition of the vehicle reasonably indicate to the Board of Directors or Management Company, in its reasonable discretion, that it has been abandoned. See Traffic and Parking Regulations, Section 12.

EXHIBIT A

**700 GRACELAND CONDOMINIUM ASSOCIATION
ARCHITECTURAL CONTROL IMPROVEMENT APPLICATION FORM**

Date: _____ Property Address: 700 Graceland Unit # _____

Unit Owner's Name(s): _____

Mailing Address: _____

Cell/Home Phone: _____ Work Phone: _____

Nature of Improvement: _____

Location of improvement: _____

Dimensions: _____ Colors: _____

Construction Materials: _____

Supplier or Company: _____

Approximate Cost: _____

A sketch of all improvements with the dimensions and locations MUST be submitted with this form. A Plat of Survey and a Certificate of Insurance from the contractor to perform work must be submitted with this application form. Village permits are to be obtained when necessary.

I/We understand the rules concerning the proposed improvements. I/We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep, maintenance and encroachment that this improvement may make on a neighbor's private property or on Common Ground. A village permit must be obtained for fences, decks, etc. (Check with the Village).

I/We understand that a letter **MUST** be sent to the Architectural Control Committee certifying completion of this project according to the specifications submitted.

Homeowner Signature: _____ Date: _____

FOR OFFICE USE ONLY

Received By: _____ Date: _____

Referred to Board of Directors On: _____

Approved By: _____ Disapproved On: _____

Reason Disapproved: _____

EXHIBIT A1

**700 Graceland Condominium Association
Construction Checklist**

Unit Owner/Number _____

Attached for review and approval are the following required documents/statements. Copies of these documents must be given to the Management Company and to the Board of Directors.

- Scope of work, plans and specifications
- Project scheduled, including but not limited to, start date, demolition period, construction period and estimated completion date
- Contractors' and project managers' names and telephone numbers including emergency numbers
- Certificates of Insurance from contractor and subcontractors
(All certificates must provide as additional insured "700 Graceland Condominium Association and American Property Management of Illinois, as agent")
- Special requests and requirements
- I have provided the above contractors with copies of the Association's construction rules and instructed my contractor that the common elements (hallways, elevators, etc.) must be protected and kept clean when moving materials and debris into and out of the building. In addition, the contractor will cover the exhaust vents during the demolition and sanding phases of construction.
- City of Des Plaines permits, as necessary.

I understand that no work can start without the approval of the Board of Directors.

Unit Owner

Unit Owner

Date _____

The above documents have been received and approved by the Board of Directors.

By _____

Date _____

EXHIBIT B

**700 GRACELAND CONDOMINIUM ASSOCIATION
VIOLATION COMPLAINT**

PLEASE NOTE: A violation complaint must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at the next regularly scheduled Board meeting. The violator will be asked to attend this meeting. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Offender(s) Name(s): _____

Address: _____ Unit # _____

Violation Location: _____ Approx Time: _____
am/pm

SECTION: _____ VIOLATION: _____

SECTION: _____ VIOLATION: _____

Report submitted by: _____ Unit # _____

Home/Cell Phone: _____ Work Phone: _____

Signature: _____ Date: _____

EXHIBIT C

**700 GRACELAND CONDOMINIUM ASSOCIATION
NOTICE OF VIOLATION**

Date: _____

Unit # _____

To: _____

A report has been filed with the Association alleging you or your guests of violating the Association's Declaration, By-Laws or Rules and Regulations.

Section (s) _____ by:

Description: _____

- This is your first violation and is only a warning. However subsequent violations may result in the imposition of a fine of other penalty. If you wish to contest this notice of violation you must contact the Board of Directors within fifteen (15) days from receipt of this notice and request a hearing. If you do not, the violation shall automatically be admitted.

HEARING SCHEDULED

- The Board of Directors will review the alleged violation at the Board Meeting on:
_____ at _____ p.m.

You have the right to present a defense regarding the alleged accusation at this hearing. After the hearing, the Board will determine if a violation occurred and if a fine should be levied.

- Under Section 18.4 of the Illinois Condominium Property Act, the Board of Directors may levy a fine against you for violating the Declaration, By-Laws, or Rules and Regulations. Please attend this Hearing as the Board of Directors will want to hear your version of the alleged violation in order to make proper determination.

Respectfully,

700 GRACELAND CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS

- CERTIFIED MAIL RECEIPT
- FIRST CLASS MAIL

EXHIBIT D

**700 GRACELAND CONDOMINIUM ASSOCIATION
NOTICE OF DETERMINATION REGARDING VIOLATION**

Date: _____

Unit # _____

To: _____

On _____, you were notified of an alleged violation of the Declaration, By-Laws, Rules and Regulations of the Association. Pursuant to the Association rules:

- A hearing was held at your request.
- You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation.

After considering the alleged complaint, the following determination has been made and the following action(s) will be taken:

- You were found **not guilty** and no action will be taken.
- A violation of the Association's Declaration, By-Laws, Rules and Regulations has occurred and a fine in the amount of \$ _____ is now due. **A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.**
- 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 ordered to have damages or violation corrected or repaired at your own 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.

Respectfully,

700 GRACELAND CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS

- CERTIFIED MAIL RECEIPT
- FIRST CLASS MAIL

EXHIBIT E

**700 GRACELAND CONDOMINIUM ASSOCIATION
Unit Owner Information Form**

Property Address: 700 Graceland Unit # _____

Unit Owner's Name(s): (1) _____
(2) _____

Home Phone: _____

Unit Owner #1:
Work Phone: _____

Unit Owner #2:
Work Phone: _____

Mobile Phone: _____

Mobile Phone: _____

Email: _____

Email: _____

*** Be advised you are responsible to update Management with any email address changes.*

RENTALS ARE NOT PERMITTED AT THIS BUILDING

LIST ANY PETS RESIDING IN THE UNIT:

1. Cat _____ Color _____ Breed _____
2. Cat _____ Color _____ Breed _____

RESIDENT'S VEHICLE INFORMATION:

VEHICLE ONE: Make: _____ Model: _____
License Plate #: _____ Color: _____

VEHICLE TWO: Make: _____ Model: _____
License Plate #: _____ Color: _____

INDOOR SPACE: _____ **OUTDOOR PARKING SPACE:** _____

EMERGENCY CONTACT:

*(We **strongly** recommend your emergency contact has a key to your unit)*

Name: _____ Relationship: _____

Home Phone: _____ Cell Phone: _____