

The Lofts at Village Centre Condominium Association

Rules & Regulations 2024

Policies & Procedures

October 2024

Approved by The Board of Directors: September 9, 2024 Board Meeting

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Policies & Procedures

Definitions

In the event a specific term is used in The Association's **Rules & Regulations** document that is not contained herein, its definition shall 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 first may be found.

Section headings contained in this document are for reference purposes only and shall not affect the meaning or interpretation of this document.

Abandoned Vehicles: Any vehicles which are such that the acts of the vehicle owner and the condition of the vehicle reasonably indicate to The Board of Directors and/or the Management Company, in its reasonable discretion, that it has been abandoned. **See Section 23 - Parking and Traffic Regulations*

A vehicle shall be deemed abandoned if:

- A. It is in a state of disrepair rendering it incapable of being driven in its present condition.
- B. It does not have a current, valid vehicle license plate and vehicle sticker.
- C. The acts of the Unit Owner and the condition of the vehicle clearly indicate it has been abandoned.

Any vehicle that is abandoned may be removed by the Association after three [3] reasonable attempts to notify the Unit Owner. This removal of the vehicle shall be at the sole expense of the Unit Owner. The Board of Directors is hereby authorized to execute a contract with the appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules & Regulations. This also applies to abandoned personal property left after twenty-four [24] hours.

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

Association: The Lofts at Village Centre Condominium Association, an Illinois Not-for-Profit Corporation and a Condominium organized pursuant to the Illinois Condominium Property Act.

Association Complex: The two [2] buildings of **The Lofts at Village Centre + The Emerson at Village Centre** comprise **The Lofts at Village Centre Condominium Association**, organized pursuant to the Illinois Condominium Property Act.

Board of Directors: The Board of Directors of the Association [which also may be referred to as the Board of Managers].

By-Laws: The By-Laws of The Lofts at Village Centre Condominium Association, and as amended from time to time, thereafter.

Common Elements: The Common Elements of the Association, as defined in the Act and the Declaration.

Common Expense or Assessment: Any amount which The Board of Directors may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws or Rules & Regulations.

Declaration: The Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and By-Laws for The Lofts at Village Centre Condominium Association which was registered in the Office of the Registrar of Titles of Deeds of Cook County, Illinois on December 26, 2002, as amended from time to time thereafter.

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

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 the manner directed by The Board of Directors..

Member or Member of the Association: A Unit Owner.

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

Permitted Vehicles

- A. Unit Owners/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 motorbikes

and motorcycles, provided that each of the foregoing is registered to be driven on the public roads and highways. **See Section 23 - Parking and Traffic Regulations.* No commercial advertising may be displayed on any vehicle, nor may there be ladders or other equipment and materials, or if the vehicle is classified as a Commercial Vehicle.

B. Noncommercial: Same as Permitted Vehicles - Unit Owners/Residents

C. Commercial Vehicles: Service and delivery vehicles authorized by The Board of Directors or Unit Owners/Residents to enter the Association Complex property, solely for the period of time necessary to perform the functions for which the commercial vehicle was given authority to enter the property.

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

Resident: Any person who resides on the property, including Unit Owners, Tenants and families of Unit Owners and Tenants, if the context so indicates.

Rules & Regulations or Rule: The Rules & Regulations of the Association, as adopted pursuant to the powers available to the Association and The Board of Directors.

Unit: A portion of the property which is owned exclusively by a Unit Owner, as legally defined in the Act and the Declaration.

Unit Owner or Owners: 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 Unit Owner is a trust, the beneficial Unit Owner by the trust, and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the Unit to the same extent as if the title to the property were held in the name of such person or persons.

Section 22.1 of the Illinois Condominium Property Act

The Illinois Condominium Property Act (ICPA) is a state law that governs the creation and operation of condominiums in Illinois. It establishes the legal framework for the ownership, management, and control of condominium properties. This includes rules for the establishment of condominium associations, the rights and responsibilities of condominium owners, and the procedures for resolving disputes, including outlines of the details of the required disclosures and deadlines along with consequences for violating the law.

The Board of Directors

There are **five [5] Unit Owners** on The Board of Directors for The Lofts at Village Centre Condominium Association, four [4] of whom are Officers:

1. President
2. Vice- President
3. Treasurer
4. Secretary
5. The fifth [5th] Board Member is a Director.
 - The Board of Directors are elected for a **two-year [2-year] term**.
 - The Board of Directors are elected at the Annual Meeting of Unit Owners, as per the Declaration and By-Laws of the Association.
 - An individual may be elected to The Board of Directors for successive terms.
 - Members of The Board of Directors vote among themselves for Officer positions.
 - There are no professional requirements for an individual to be nominated for election to The Board of Directors. **Exercising good judgment, an open mind and a common sense approach to issues is all that is expected of Board Members.**
 - The Board of Directors are ultimately responsible for the vision, direction and administration of the Association.

Amendments

- The Rules & Regulations documents 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** all Unit Owners and Residents of any amendments, changes or modifications to the Rules & Regulations.

Compliance

- Unit Owners, Residents and their families **are required to comply** with the any/all provisions contained with Rules & Regulations.
- Unit Owners and Residents shall be responsible, at all times, for the acts of their guests.
- Each Unit Owner, Resident and Tenant shall provide the Management or The Board of Directors **with immediate access** to any Unit for any emergency purpose or to ensure compliance with these Rules & Regulations.

Annual Requirements for Unit Owners

1. All Unit Owners and Residents **are required annually** to provide Management with an updated **Unit Information and Emergency Contact Form**. **See Form C + See Appendix A: Fines, Fees and Penalties - Unit Owner Annual Requirements*
2. In accordance with the Illinois Condominium Act, Unit Owners are required to purchase homeowners insurance for the interior of Units, also known as the H06 policy. A valid proof of insurance document is required to be provided to Management when the policy renews annually for compliance, including listing **The Lofts at Village Centre Condominium Association % MK Asset Management** on policies. Management will review and provide to The Board of Directors for acceptance and final approvals, for the upcoming calendar year. **See Appendix A: Fines, Fees and Penalties - Unit Owner Annual Requirements*
3. Unit Owners who lease Units within the Association Complex, and have been approved by The Board of Directors as part of the 20% Unit Lease Program, **are required** to pay a **\$150 Administrative Unit Leasing Fee** for each new Tenant and a **\$25 Administrative Unit Leasing Fee** for renewing leases, in addition to, the following items:
 - Provide proof of **Annual Residential Operator's License** spanning from **September 1 through August 31**. *[Required by The Village of Mount Prospect; \$75 Annual Fee]. *See Appendix A: Fines, Fees and Penalties - Unit Owner Annual Requirements*
 - Attend and successfully complete the **Crime Free Seminar** and receive a **Certificate of Completion**. *[Required by The Village of Mount Prospect]. *See Appendix A: Fines, Fees and Penalties - Unit Owner Annual Requirements*
 - Attach **Crime Free Lease Addendum** to all Unit leases. **Required by The Village of Mount Prospect*
 - Attach **Form R: Rider to Lease** to all Unit leases. **Required by The Board of Directors*
 - Conduct **criminal background checks** on all non-owner occupants residing in any leased Unit within the Association Complex.
4. Unit Owners are **required bi-annually** to perform In-Unit Dryer Vent Cleanings to reduce In-Unit and Association Complex building fire hazards. **See Appendix A: Fines, Fees and Penalties*
5. Unit Owners are **required annually** to perform In-Unit HVAC inspections and maintenance, specific to AC condensation lines. Without regular and proper servicing, condensation lines may become clogged causing water to back up and leak into Units

and/or retail businesses below. Any/all service costs are assumed by Unit Owners. *See *Appendix A: Fines, Fees and Penalties*

6. Unit Owners are **required** to advise Management and The Board of Directors of:
 - Permanent Real Estate Index Numbers [PIN] for each Unit owned in Association Complex building/s
 - PIN Numbers for privately-owned, deeded parking space/s and storage unit/s, where applicable
 - All associated PIN Numbers for every Unit within the Association Complex must remain on file within Association archival records, and the records of Management.
7. Unit Owners **are required** to advise The Board of Directors and Management in writing for any/all changes, including the individual sale and transfers of any/all PIN-deeded parking space/s and/or PIN-deeded storage units/lockers to other Unit Owners within the Association Complex.
8. The Board of Directors further **restricts and prohibits** any/all individual sale/s and/or transfer/s of PIN-deeded parking space/s and/or PIN-deeded storage units/lockers outside of Association Complex ownership. Any/all future sale/s and transfer/s are subject to acceptance and final, written approvals by The Board of Directors.

Management Company | Property Manager

The Board of Directors hires a Managing Agent, Manager and/or Management Company **[Management]** to handle the day-to-day administration and business of the Association, in the manner directed by The Board of Directors.

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 the Association.

If Unit Owners and Residents feel it is necessary to contact a member of The Board of Directors, please do so in **writing or via email**.

This copy of the Rules & Regulations for The Lofts at Village Centre Condominium Association is the property of Unit Owners, and as part of any transfer of the ownership or occupancy of the Unit, is required to be delivered to the transferee, new Unit Owners, or successor resident.

Rules & Regulations

SECTION 1 - Accepted Use for Residential Purposes

1.1 Each Unit with The Lofts at Village Centre Condominium Association shall be occupied and used by its respective Unit Owners as **a private dwelling only**, for Unit Owners and their families, Residents, Tenants, and social guest/s, and for no other purpose whatsoever.

1.2 That being said, Unit Owners may:

- Maintain a personal library within the Unit
- Keep personal business or professional records
- Handle personal business, professional phone calls or correspondence from the Unit
- Maintain a home office, as allowed by local laws and ordinances

1.3 No immoral, improper, or unlawful use shall be made **on any part** of the Association Complex property.

1.4 Each Unit Owner - *at the Unit Owner's expense* - shall comply with, and fully satisfy [and shall, to the best of their ability, ensure that his/her/their Tenants, shall comply with, perform and fully satisfy] all Village of Mount Prospect, Illinois state and all U.S. federal laws, statutes, ordinances, regulations, orders and/or requirements affecting the Unit.

SECTION 2 - Alterations of Units

2.1 Any/all alterations to Units [remodeling, renovations and/or construction of any type within a Unit or limited common element] **must be submitted for prior approval to Management**, including written acceptance by The Board of Directors, at least thirty (30) days in advance, prior to any/all commencement of work.

2.2 Written acceptance for any/all alteration work **must be obtained in writing** from The Board of Directors - prior to beginning any/all alterations on Association Complex property - and prior to obtaining required permits through The Village of Mount Prospect. Permits **are required** to be obtained, posted and available for review and inspection, at any time.

2.3 Fines, fees and penalties will be assessed for failing to notify The Board of Directors and Management for any/all alterations, construction, remodeling and renovations, as defined, including the assessment of additional penalties for failing to follow proper permit procedures, as required by The Village of Mount Prospect and The Board of Directors. **See Form A - Intent to Alterations and Additions Application; See Appendix A: Fines, Fees and Penalties.*

2.4 Separate arrangements must be made by Unit Owners - *at Unit Owners expense* - for proper and lawful disposal of any/all remodeling, renovation and/or construction debris. The Association's dumpsters are strictly prohibited for such debris. Nothing is to be delivered to or disposed of from unit balconies or windows.

2.5 Unit entrance doors and hardware must match existing doors and hardware in common area hallways, including the requirement that doors be fire rated, in accordance with The Village of Mount Prospect building and fire codes.

2.6 All windows and balcony doors must match on the exterior side of Association Complex buildings. Balcony railings may not be painted and/or altered in any way by Unit Owners. **See Section 3 - Appearance of Buildings and Common Elements*

2.7 Unit Owners are **strictly prohibited** from shutting off Association Complex water supplies, *except in the case of an emergency*. Unit Owners **are required** to notify Management and The Board of Directors immediately to ensure timely 24-hour notification/s, communications and postings of appropriate notices for all Unit Owners and Residents within the Association Complex.

2.8 Unit Owners shall promptly perform all maintenance and repair work within their respective Units. Responsibility for damage caused by failure to maintain a Unit shall be assessed on a case-by-case basis by The Board of Directors.

SECTION 3 - Appearance of Buildings and Common Elements

3.1 All Association Complex common area doors and windows must adhere to The Village of Mount Prospect strict fire codes.

3.2 No antennas, of any kind or type, may be attached to **any portion** of the Association Complex property, unless this is included within the Unit.

3.3 Awnings, sun roofs, canopies, or shutters of any type **are prohibited** on Association Complex balconies.

3.4 No satellite dish receiving antenna may be installed on Unit balconies, nor on building roofs, without prior acceptance and final written approvals from The Board of Directors.

3.5 Unit windows are to be cleaned and maintained by Unit Owners and Residents in such a manner as to not detract from the overall professional appearance of Association Complex buildings.

3.6 Window treatments shall be blinds, curtains, shades or drapes. The hanging of sheets, aluminum foil and/or other materials is **strictly prohibited**. Items may not be placed, hung or stored on the outside of windows or balconies.

3.7 Exterior balcony doors and windows must match in appearance, design and color, inclusive of The Village of Mount Prospect fire codes and ordinances.

3.8 Balcony lighting for the Association Complex is controlled by a central timer with lighting illuminated at designated times. Unit Owners and Residents **are personally responsible** for ensuring that bulbs in balcony fixtures be replaced in a timely manner, upon burning out to maintain a professional, Association-wide compliance for safety, security and uniformity. Acceptable fixtures include ten [10] watt CFL bulbs [equivalent to forty [40] watt incandescent].

*Note: A **Violation Notification** [Form VN] will be issued when non-illuminated bulbs are noted and reported to Management. Unit Owners are provided a seven [7] day grace period to replace bulbs. Failure to replace non-illuminated and/or inoperative balcony lighting will result in a fine.

**See Appendix A: Fines, Fees and Penalties.*

3.9 Unit Owners and Residents shall keep balconies clean, orderly and free from clutter. The cleaning of rugs, tablecloths, clothing, curtains or mops, including the shaking debris, etc. from any Unit window or Unit balcony onto lower balconies and/or lower pedestrian areas within the Association Complex is strictly prohibited.

3.10 Balconies may not be decorated, enclosed, altered - *or the appearance changed in any way* - without prior acceptance and final written approvals from The Board of Directors. No holes may be made in brickwork, floor slabs, beams or columns, for ornamentation or any other purpose.

SECTION 4 - Areas of Transit to Remain Unobstructed

4.1 Common elements, areas and facilities of a similar nature within the Association Complex [Main Lobby Area, Vestibules, Hallways, Stairwells, Parking Garages, etc.] **must remain unobstructed at all times**, and shall be used only for the purpose of normal transit.

4.2 All Lobbies, Vestibules, Hallways, Elevators, Stairwells, Balconies - and all common elements and areas within the Lower Level Garage - *including other limited common Association Complex areas of a similar nature* - shall not be used for personal storage.

4.3 Lower level garage parking spaces shall be used to park vehicles only and are prohibited for storing other items.

4.4 The placing of garbage cans, supplies, boots, shoes, umbrellas, laundry, and/or other personal articles **is prohibited** within the Association Complex [Main Lobby Area, Vestibules, Hallways, Stairwells, Parking Garages, etc.] Items observed will be immediately removed and discarded.

4.5 Door mats **are strictly prohibited** from being placed outside Unit doors, at any time. As noted by Fire Inspectors within The Village of Mount Prospect, door mats are considered a tripping hazard within common elements and areas of the Association Complex. Failure to remove door mats will result in a violation and fine. **See Appendix A: Fines, Fees and Penalties.*

SECTION 5: Assessment of Payments

5.1 Association assessment payments are due to be paid on the first day of each month to The Lofts at Village Centre Condominium Association, in care of the Management Company.

5.2 Assessment payment checks should be mailed to the Management Company. Payments may also be made electronically or by auto debit. Unit Owners may also pre-pay assessments.

5.3 If payments are not made by **5:00 PM on the tenth [10] day of the month**, a late fee shall automatically be applied to Unit Owners assessment accounts. **See Appendix A: Fines, Fees and Penalties*

5.4 Written notification of all fines, fees, penalties and violations shall be made to Unit Owners by Management. **See Appendix A: Fines, Fees and Penalties; Fees Required by The Board of Directors.*

SECTION 6 - Balconies

6.1 Unit Owners and Residents are advised that the balconies of all Units within the Association Complex are a limited common area under the Declaration of Condominium Ownership and By-Laws. As such, **balconies are not an approved space for storage and/or storage units/lockers.**

6.2 Only patio furnishings are permitted and allowed on balconies. The storage of electric or gas barbecue grills, patio lawn chairs and other patio furnishings usually associated with balconies are permitted.

6.3 Bird feeders, bird baths and similar objects **are prohibited** on balconies.

6.4 The moving of any item/s through Unit balconies and/or windows is strictly prohibited, at all times.

6.5 Unit Owners and Residents may not leave any items unsecured on balconies due to the risks in the event of high winds. Injuries or property damage caused by falling objects are the sole financial responsibility of Unit Owners and/or Residents.

6.6 Unit Owners, Residents, guests, visitors and service providers **are prohibited** from throwing anything out of and/or in any way allowed to fall from the windows or balconies of units. This includes, but is not limited to food, bird seed, smoking materials, holiday trees or decorations, etc.

6.7 Balconies within the Association Complex **are prohibited** for use as pet runs. The Village of Mount Prospect Park District offers Unit Owners the option to visit Canine Commons Dog Park at Melas Park [1500 West Central Road] a dedicated, fully-fenced 1.82 acre outdoor green space for dogs to exercise, play and socialize. **Annual membership is required at pet owners expense.*

6.8 Clothing, sheets, blankets, laundry and other objects of a similar nature shall not be hung out or exposed on balconies.

6.9 Only **one [1] wind chime** is approved and permitted, per balcony.

6.10 Any/all smoking materials **are prohibited** from being discarded from or delivered to balconies, at any time. Unit Owners and Residents are also prohibited from throwing or discarding any other materials from the balconies, including but not limited to trash, construction items, etc. **See Appendix A: Fines, Fees and Penalties.*

6.11 If any Unit balcony within the Association Complex is damaged for any reason, *outside of the Association's scope of normal wear/tear due to aging*, it shall be the Unit Owners sole responsibility to pay for any/all costs incurred to repair the damage.

SECTION 7 - Bicycles

7.1 All bicycles within the Association Complex are considered properly stored:

- Inside Storage Units/Lockers, or
- In The Lofts at Village Centre Lower Level Garage Bike Rack, or
- In the area between a Unit Owners Storage Unit/Locker and Parking Space

7.2 Any bicycle that is abandoned may be removed by the Association after three [3] reasonable attempts to notify the Unit Owner. This removal of the vehicle shall be at the sole expense of the Unit Owner.

7.3 Bike rack use is on a first come, first serve basis, and is to be used for bicycles only. Carriers and other attachments are to be stored within storage units/lockers, or elsewhere.

7.4 When entering or exiting the Association Complex with bicycles, Owners and Residents **are required** to use the garage entrance and garage ramp.

7.5 Owners and Residents **are strictly prohibited** from entering and exiting the Association Complex through Main Lobby Entrance Areas, including Association Complex stairwells with bicycles, at any time.

7.6 The storage of bicycles on Unit balconies is **strictly prohibited**.

SECTION 8 - Communications

8.1 All Unit Owners, Residents and Tenants **are required** to provide to Management and The Board of Directors valid email addresses and contact information details for Association Complex alerts, announcements, communications and notices. Failure to comply with timely submissions of **Unit Information and Emergency Contact** will result in a fine. **See Form C; See Appendix A: Fines, Fees and Penalties*

8.2 No notices, signs and/or matter whatsoever shall be placed in the Main Entrance Lobby, Elevators, Elevator Lobby Areas and/or Stairwells, without prior acceptance and written approvals from The Board of Directors and/or Management.

8.3 Unit Owners and Residents may utilize the Association-provided communication cork boards located in Lower Garage Elevator Lobbies for posting and sharing of information.

SECTION 9 - Damage to Common Elements and Areas

9.1 Any/all damage and repairs to Association Complex common elements and areas caused by any Unit Owners, Residents and/or his/her/their Tenant, Guest, Pet, Delivery or Service Provider personnel, etc., **are the sole responsibility of Unit Owners.** All costs, including additional fines, fees and penalties assessed by The Board of Directors, shall be paid for solely by Unit Owners. The Board of Directors and/or Management is fully authorized to assess Unit Owners responsible for the full costs of repairing any/all damages and repairs to Association Complex common elements and areas. Any such added fees/fines/penalties/violation assessment shall constitute a lien on the responsible Unit Owners Unit and property.

9.2 Unit Owners are required to pay for the repair **of any/all damage** inflicted by them, their guests or service provider employees within and/or on the common elements and areas of the Association Complex.

SECTION 10 - Decorum and Etiquette

10.1 Unit Owners, Residents, guests and other invitees to the Association Complex shall not be permitted to run, loiter or play in the lobbies, vestibules, hallways, stairwells, parking garages, garage ramps, and other common areas and elements, of a similar nature.

10.2 Specifically prohibited activities inside the Association Complex are:

- Skateboarding/Roller Skating
 - Bike Riding
 - Throwing Balls, Frisbees, or other objects of a similar nature
-

SECTION 11 - Deliveries

11.1 Deliveries of large items are defined as: Appliances [microwaves, dishwashers, stoves, refrigerators, washers/dryers], furniture and fixtures, mattresses, etc., including any/all construction and renovation materials.

11.2 Unit Owners and Residents **are required** to advise Management with a seventy-two [72] hour notification to allow for sufficient time and proper padding of Association Complex elevators. Any/all deliveries of large items are **required to be scheduled**, in advance. *See *Appendix A: Fines, Fees and Penalties*.

11.3 Delivery vehicles **are required** to park at the street level garage door/s located at South Emerson. Any/all items are required to be carried down the ramp and through lower level garage/s to the building elevators. The Main Entrance Lobbies - *in both The Lofts and The Emerson building/s* - **are strictly prohibited** for any/all Large Deliveries. A fine shall be assessed for any/all deliveries of large items accomplished through the lobbies of the Association Complex. Large or cumbersome items may be moved through the stairwells. *See *Appendix A: Fines, Fees and Penalties*.

11.4 Deliveries of large items are permitted between the hours of **8:00 AM and 8:00 PM**, seven [7] days per week.

SECTION 12 - Elevators

12.1 Defacing, damaging or the spraying of **any substances** in Association Complex elevators and/or elevator areas is strictly prohibited.

12.2 Deliberately depositing or forcing any materials and/or substances into elevators or elevator areas, that cause materials to fall into and/or litter the elevator shaft, is specifically and strictly prohibited. Unit Owners and Residents violating these provisions shall be fined and assessed for any/all damages, repairs and costs, including being reported to The Mount Prospect Police Department for follow-up investigations.

12.3 Elevators are not to be delayed for any reason, except pre-arranged loading and unloading, approved and authorized by Management.

12.4 Elevator use for the purpose of Move-In/Move-Out and Large Deliveries within the Association Complex is governed by Rules & Regulations set forth in Sections 11 and 21.

12.5 Smoking is **strictly prohibited** on any elevator/s within the Association Complex.

SECTION 13 - Electric Vehicles [EV]

13.1 The installation of a personal charging station for Unit Owners and Residents Electric Vehicles [EV] **are required to conform** to The Village of Mount Prospect ordinances and codes - including the professional installation by a licensed and bonded electrical contractor/s. **Any/all costs are incurred by the Unit Owner.**

13.2 The full acceptance and comprehensive review of timely submissions, with supporting documentation, is required by The Board of Directors, prior to any work being approved with written notifications, and/or allowed within the Association Complex.

13.3 The common elements and areas electrical outlets within the Association Complex **are prohibited at any time** for the specific use to charge vehicles.

SECTION 14 - Fire Hazards | Fire Safety

14.1 At the sound of Association Complex and/or Unit fire alarms, all Unit Owners, Residents, Tenants and guests should immediately vacate the building by the nearest fire escape route, if possible. **The use of all building elevator/s is strictly prohibited, and should not be used during a fire alarm.** Unit Owners and Residents requiring aid and/or assistance are advised to notify, via telephone [if possible], The Village of Mount Prospect Fire Department of their specific location.

14.2 For emergencies of a life threatening or criminal nature requiring the services of police, fire or emergency medical personnel, etc., Owner/s and Residents should contact 911. Other building emergencies should be directed to the attention of the Management Company.

14.3 Fire Extinguishers are required in Association Complex common elements and areas, and are placed in visible locations for potential use for Unit Owners and Residents safety. All are strongly advised to acquaint themselves with specific location/s of the nearest fire extinguishers within the Association Complex, including on Resident floors and hallways. Tampering with, disabling or destroying fire extinguishers, smoke alarms and/or illuminated Exit signage within the Association Complex, is strictly prohibited.

14.4 Unit Owners and Residents shall not permit or suffer anything to be done or kept in their Units, Storage Units/Lockers or Lower Level Garage areas which would increase the rate of fire insurance on their Units, Storage Units or Garage areas, which would thus increase the rate of fire insurance on the Unit or on the Association, as a whole.

14.5 Dryer Vent Cleanings for the Association Complex are mandated bi-annually by The Board of Directors to prevent lint and debris build-up in vents, thus creating potential fire risks.

Bi-annual In-Unit Cleanings are mandatory and required for every Unit within the Association Complex. **See Appendix A: Fines, Fees and Penalties*

14.6 All new or revised building construction, fire alarm systems design, sprinkler, kitchen hood mechanical and wet chemical suppression systems **are required to be reviewed** by the Fire Marshall for The Village of Mount Prospect.

14.7 The Village of Mount Prospect has adopted specific fire codes, as minimum standards to help ensure the safety of the community, including the Association Complex. Fire inspections, including fire alarm testing, is conducted annually, ensuring fire safe buildings within the Association Complex.

SECTION 15 - Flowers and Plants

15.1 A drip tray should be placed under all flowers and plants.

15.2 Flower boxes **are prohibited** to be hung on the outer side of the balcony railing.

15.3 Flower boxes may be secured on the inside of balconies and/or placed on the surface of the balcony, with proper drainage drip trays.

15.4 Unit Owners are prohibited from allowing water or other elements, items and offerings to drip onto another Unit Owners balcony and/or first floor retail business awning/s. Fines, fees and penalties may be assessed to Unit Owners, should a complaint and/or violation be entered by a pedestrian and/or other Unit Owner or retail business owner/s.

SECTION 16 - Garbage Removal and Discarding of Household Items

16.1 All garbage/trash shall be properly disposed of in a sanitary manner in proper facilities provided by the Association. Only garbage/trash and refuse that is properly wrapped and secured in tied plastic bags may be placed in Association Complex trash chutes.

16.2 Garbage may be disposed of within Association Complex trash chutes between the hours of **6:00 AM and 10:00 PM**.

16.3 Unit Owners and Residents **are prohibited** from discarding any material in Association Complex trash chutes which could or may be hazardous to any person or property, or from discarding and material in violation of any Federal or State environmental regulation.

16.4 Garbage, trash or refuse of any type is strictly prohibited from being left in Association Complex common elements, areas or outside buildings.

16.5 Materials that are too large and too heavy for Association Complex trash chutes **are required** to be carried down stairwells and placed in dumpsters located in first floor residential garbage rooms to avoid damage to Association Complex trash chutes. Any/all large bags that may become stuck and clog trash chutes **are required to be taken down** and placed in dumpsters. For any/all damage/s and repairs caused by such items, Unit Owners will incur fines and fees. **See Appendix A: Fines, Fees and Penalties.*

16.6 Disposal of large items, such as carpeting, appliances or furniture requires special arrangements, proper elevator padding and a **seventy-two [72-hour advance notice]** to Management. Unit Owners are required to secure appropriate removal arrangements to have items of this nature disposed of, off-site and safely.

16.7 Large holiday decorations [live trees, etc.] are prohibited from being discarded in first floor residential dumpsters and/or left in Association Complex common elements and areas. **See Section 29 - Seasonal Decorations*

16.8 All boxes must be flattened and placed in the garbage room.

16.9 Recycling bins are provided in Association Complex first floor residential garbage rooms and labeled. Deposit only indicated items in recycling bins.

SECTION 17 - Grills

17.1 Charcoal grills are strictly prohibited. Gas or electric grills are permitted. Outdoor cookers and grills must be used with extreme care and consideration for others. Excessive smoke is not allowed.

17.2 Unit Owners shall be held responsible for any/all damage caused to the Unit balcony and/or other property, including injury or damage caused by grilling and smoke damage.

SECTION 18 - Keeping of Pets

18.1 Unit Owners are allowed and permitted **two [2] household pets**, only one of which may be a dog weighing no more than sixty [60] pounds.

18.2 All pets are required to be **annually registered** with Management and The Board of Directors. All new pets to the Association Complex **are required** to be registered within thirty [30] days.

18.3 A one-time, non-refundable fee shall be levied on Unit Owners who have approved pets. A one-time, non-refundable fee shall be levied on any Unit Owner who acquires a new pet, subsequent to the adoption of these Rules & Regulations. **See Appendix A: Fines, Fees and Penalties*

18.4 Tenants who lease from Unit Owners **are prohibited** from keeping pets of any type, in leased units.

18.5 All allowable and permitted dogs **are required to be leashed** when in any interior or exterior common area of the Association Complex.

18.6 Dogs are not permitted to utilize any landscaped areas for the purpose of elimination, either urine or waste. If the same occurs, it is the pet owner's responsibility to remove pet waste and dispose of the waste in a proper manner. Failing to keep Association Complex common elements and areas free of pet waste is a violation. Any Unit Owner determined to have violated this provision is subject to a fine. **See Appendix A: Fines, Fees and Penalties.*

18.7 All pet litter must be hand-carried to Association Complex first floor residential garbage rooms for proper disposal and are prohibited from being placed in Association Complex trash

chutes. Pet owners are held fully responsible for any/all damage to Association Complex common elements and areas, caused by their pets.

18.8 Unit Owners are subject to The Village of Mount Prospect Ordinances regarding responsibilities for pet clean-up within Village areas.

18.9 Action may be taken **to permanently remove** any pet causing or creating a nuisance or unreasonable disturbance. The Board of Directors shall consult with legal counsel regarding the removal of any pet creating a nuisance/disturbance. Any/all legal fees shall be charged to Unit Owners, upon successful removal of the pet.

18.10 No visiting pets are allowed, with the exception of service dogs.

18.11 Unit Owners and Residents **are required** to use The Emerson at Village Centre's service elevator for the transit and transport of pets. As a courtesy, with the single-use elevator at The Lofts at Village Centre, pet owners *are requested* to wait to enter, when others are present.

SECTION 19 - Leasing of Units

19.1 Pursuant to the August 27, 2010 Amendment to the Declaration of the Lofts at Village Centre Condominium, at no time shall there be more than **twenty [20%] percent** of the total Units leased in each building. *[The Lofts at Village Centre is approved for six [6] Units for the thirty-four [34] total Units; The Emerson at Village Centre is approved for ten [10] Units for the fifty-two [52] total Units, totalling sixteen [16] maximum-approved Units to lease.]*

19.2 Any Unit Owner properly leasing their Unit, as of the effective date of the aforementioned Amendment, shall be "grandfathered" and allowed to continue to lease their Unit until the sale of the Unit, or until the Unit is vacant for a period of six [6] months. Upon the sale or transfer of ownership of the Unit, or if the Unit is vacant for a period of more than six [6] months, the Unit Owners shall be immediately subject to the lease restrictions contained herein. **Note: "Grandfathered-leased Units" shall count toward the maximum number of rental Units allowed within the Association Complex.*

19.3 In the event that twenty [20%] percent or more Units in the building in which a Unit Owner wishes to lease are leased at the time The Board of Directors and/or Management receives an application, the Unit Owner Applicant must request, in writing, to be added to a **Intent to Lease Waiting List**, maintained by Management.

19.4 Once a leased Unit reverts to resident-Unit Owner status, the Unit Owner on the waiting list for the longest period of time shall have the first opportunity to lease their Unit.

19.5 Every lease for all Units within The Lofts at Village Centre Condominium Association **must be in writing** and subject to the provisions of the Act, the Declaration, By-Laws, other Condominium instruments, and Rules & Regulations. **Each lease is required to contain a signed Rider.** **See Form R: Rider to Lease*

19.6 All leases must be in written form, and for a term of not less than one [1] year, or more than two [2] years, without The Board of Directors prior acceptance and final written approval. All leases must be for the entire Unit. The leasing of individual bedrooms or rooms is strictly prohibited.

19.7 Unit Owners who lease Units within the Association Complex, and have been approved by The Board of Directors as part of the 20% Unit Lease Program, **are required** to pay a **\$150 Administrative Unit Leasing Fee**, for each new Tenant, in addition to, the following items:

19.8 On March 6, 2007, The Village of Mount Prospect's Board of Trustees enacted **Ordinance 5619** which expanded the Crime Free Housing Program. Three [3] requirements are mandatory to receive "Certification as a Residential Operator" and be approved within The Village of Mount Prospect, and fully accepted and approved within Association Complex's 20% Unit Lease Program.

1. Annual issuance of a **Residential Operator's License** [*\$75 Annual Fee*]. Licenses are valid for one year [1-year] spanning from **September 1 through August 31.** **Required by The Village of Mount Prospect*
2. A **Certificate of Completion** for the Crime Free Seminar is required for all Unit leases within The Village of Mount Prospect. New landlords [or agents] have **sixty [60] days** to successfully complete the **Crime Free Seminar**. Failure to do so will result in fines, including the potential loss of their license to rent/lease in The Village of Mount Prospect, and within the Association Complex's 20% Unit Lease Program. **Required by The Village of Mount Prospect; *Note: Without the successful completion of the Crime Free Seminar, the Residential Operator's License is conditional.*
3. **Crime Free Lease Addendum:** The Crime Free Lease Addendum is required to be attached to all Unit leases. **Required by The Village of Mount Prospect*

19.9 A copy of each lease, including all required paperwork and documentation, is to be delivered to The Board of Directors and Management, no later than fifteen [15] days after the execution of the lease, or the date of occupancy, whichever comes first. Failure to do so will

result in fines, fees and penalties, including the potential loss to rent/lease within the Association Complex's 20% Unit Lease Program. **See Appendix A - Fines, Fees and Penalties.*

19.10 Unit Owners are required by The Board of Directors to conduct criminal background checks on all non-owner occupants who shall be residing in any leased Unit within the Association Complex. Any/all costs for background checks are to be conducted at the Unit Owners expense, including the verified submission to Management, with the signed lease and supporting documentation, no later than fifteen [15] days after the execution of the lease, or the date of occupancy, whichever comes first.

19.11 No Unit may be occupied **at any time** except by the legal Unit Owner, a valid lessee [Tenant] of the unit, or a guest of the legal Unit Owner or Tenant, so long as the guest stays not more than thirty [30] days in any six [6] month period.

19.12 In accordance with the occupancy code for The Village of Mount Prospect, a Unit must have fifty [50] square feet of bedroom space, per person. If there is any discrepancy between the occupancy code and this rule, the occupancy code for The Village of Mount Prospect supersedes this rule and shall be the basis of enforcement.

19.13 In the event of any violation of the Act, Declaration, By-Laws or Rules & Regulation of the Association by the Tenant or any resident, guest or invitee of the resident or the tenant, The Board of Directors - *in its sole discretion* - may proceed with any action at law or in equity against both the Tenant and the Unit Owner. This may include bringing an action in Forcible Entry and Detainer [Eviction] to terminate the lease and remove the Tenant from the Unit. Any/all costs incurred by the Association, including any/all attorneys' fees, shall be the sole responsibility of the Unit Owner. These amounts shall act as lien on the Unit, until paid in full.

19.14 Notwithstanding the provisions of Section 27, a fine for any violation/s of this Section 19, may be assessed to the Unit Owner, after notice and opportunity for a hearing for each day a violation occurs.

19.15 Prospective Tenants **are required** by The Board of Directors to participate in a *Welcome Orientation* with either members of the Association Complex Board [or their assigned designee], prior to the closing process, for the purpose of becoming aware and advised of all Rules & Regulations for The Lofts at Village Centre Condominium Association. Welcome Orientations **are required**, prior to any approved move-in/move-out and/or acceptance of large deliveries. A signed acknowledgement of attendance and participation is required. Failure to attend and participate may result in a fine, assessed to Unit Owners. **See Fines, Fees and Penalties.*

19.16 Unit Owners who do not reside in their Units **are required to provide** The Board of Directors and Management with their permanent residence address, email contact/s and all contact telephone numbers, at which they may be reached in the event of an emergency. Any expenses incurred by the Association in locating a Unit Owner who fails to provide such information shall be assessed to the Unit Owners account. This amount may also act as a lien on the Unit and be collectible in the same manner as assessments. In addition, any Unit Owner who fails to provide required contact information shall have waived their right to receive any/all notices, at any addresses other than the address of the Unit. The Board of Directors and Management shall not be liable for any loss, damage, injury or prejudice to the rights of said Unit Owner caused by any/all delays in receiving notices and communications.

19.17 Prior to granting any Unit Owner, Resident and/or Tenant the right to move-in/move-out of The Lofts at Village Centre Condominium Association Complex, four [4] checks* must be presented to Management by the Unit Owner and made out to **The Lofts at Village Centre Condominium Association**.

1. One [1] non-refundable check in the amount of **\$350.00** for Move-In/Move-Out.
**Additional fines, fees and penalties will be assessed if any damages and/or repairs to Association Complex common elements and areas are noted. See Appendix A: Fines, Fees and Penalties.*
2. One [1] non-refundable check in the amount of **\$100.00** for proper padding of elevators.
3. One [1] refundable cashiers check in the amount of **\$1000.00** will be held by Management as a **Designated Security Deposit** for any/all noticeable and documented damages to Association Complex common elements and areas, prior to, inclusive of, throughout the moving process, and upon full completion of the Move-In/Move-Out process.
4. **Note: This is for The Emerson at Village Centre building only.* One [1] **refundable check** in the amount of **\$50.00** for deposit for elevator key/s. Keys must be picked up from Management, the day prior to move-in [and/or move-out], and returned to Management, the day after, at which time deposit check will be refunded. Management will provide instructions on the proper use of the elevator key. The key must be removed from the elevator whenever the elevator is unattended, thus allowing elevator use by other Unit Owners and Residents.

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

SECTION 20 - Lower Level Garages

20.1 Because of the danger of carbon monoxide poisoning, vehicles **are prohibited** from being warmed up or allowed to idle inside Lower Level Garage areas within the Association Complex.

20.2 No hazardous material may be stored in any area of the Lower Level Garage/s within the Association Complex. **See Section 14 - Fire Hazards/Fire Safety*

20.3 Unit Owners and Residents **are required** to properly clean up oil spills and radiator spills promptly. Unit Owners and Residents are to have vehicles serviced and/or repaired promptly to avoid recurrence.

20.4 Repairs of vehicles [changing oil, tire rotation, etc.] in Lower Level Garage areas - or anywhere within the common elements and areas of the Association Complex - **is strictly prohibited**.

20.5 Washing of vehicles in Lower Level Garage areas is strictly prohibited.

20.6 Garage Door Opener Transmitters are the property of the Unit Owner. Operational problems with the functioning of automatic, overhead garage doors should be reported immediately to Management.

SECTION 21 - Move-In and Move-Out

21.1 Unit Owners and Residents **are required** to advise Management with a seventy-two [72] hour notification to allow for sufficient time and planning for the padding of Association Complex elevators. Any/all move-in/move-outs are **required to be scheduled**, in advance. **See Appendix A: Fines, Fees and Penalties.*

21.2 Prior to granting any Unit Owner, Resident and/or Tenant the right to move-in/move-out of The Lofts at Village Centre Condominium Association Complex, four [4] checks* must be presented to Management by the Unit Owner and made out to The Lofts at Village Centre Condominium Association.

1. One [1] non-refundable check in the amount of **\$350.00** for Move-In/Move-Out.
**Additional fines, fees and penalties will be assessed if any damages and/or repairs to Association Complex common elements and areas are noted. See Appendix A: Fines, Fees and Penalties.*

2. One [1] non-refundable check in the amount of **\$100.00** for proper padding of elevators.
3. One [1] refundable cashiers check in the amount of **\$1000.00** will be held by Management as a **Designated Security Deposit** for any/all noticeable and documented damages to Association Complex common elements and areas, prior to, inclusive of, throughout the moving process, and upon full completion of the Move-In/Move-Out process.
4. **Note: This is for The Emerson at Village Centre building only.* One [1] **refundable check** in the amount of **\$50.00** for deposit for elevator key/s. Keys must be picked up from Management, the day prior to move-in [and/or move-out], and returned to Management, the day after, at which time deposit check will be refunded. Management will provide instructions on the proper use of the elevator key. The key must be removed from the elevator whenever the elevator is unattended, thus allowing elevator use by other Unit Owners and Residents.

21.3 Moving vehicles **are required** to park at the street level garage door/s located at South Emerson. Any/all items are required to be carried down the ramp and through lower level garage/s to the building elevators.

21.4 The Main Entrance Lobbies - *in both The Lofts and The Emerson building/s* - **are strictly prohibited** for Move-in/Move-out. The Main Entrance Lobby common areas and elements should maintain a professional appearance at all times. A fine shall be assessed for any/all moving accomplished through the lobbies of the Association Complex. Large or cumbersome items may be moved through the stairwells. **See Appendix A: Fines, Fees and Penalties.*

21.5 Moves are permitted between the hours of **8:00 AM and 8:00 PM**, seven [7] days per week.

21.6 All Unit Owner/s and Residents are required to properly secure entrance doors, when entering and exiting the building/s within the Association Complex. Doors are **prohibited** to be propped open, taped open or left unattended, for any reason, at any time. It is the sole obligation of the Unit Owner, Resident and/or Tenant to maintain the safety and security of the Association Complex, during and throughout, the moving and delivery process. This includes garage and/or stairwell doors.

21.7 The Unit Owner of record is solely responsible for any/all service providers [movers, tradesmen, etc.] while on Association Complex property. Any/all damage/s, repairs and/or cleanup costs incurred shall be assessed to the Unit Owner. This includes, by may not be limited to light fixtures, drywall, doors, and other common elements and areas. **See Appendix A: Fines, Fees and Penalties.*

21.8 All moving boxes must be flattened and taken to the garbage room on the ground level. Moving materials **are prohibited** to be left in the trash rooms on residential floors of the Association Complex, or in common elements and areas.

21.9 The Association Complex property shall be inspected prior to - and after - any/all move-in and/or move-out by Condo Maintenance staff and/or Association Complex Unit Owner volunteers. Unit Owners are solely responsible for any/all damage/s and/or repair/s noticed and documented.

SECTION 22 - Noise Levels

22.1 Unit Owners, Residents and Tenants should exercise extreme care with making noise/s and/or playing music at elevated levels that may disturb other Unit Owners and Residents within the Association Complex.

22.2 No Unit Owner and/or Resident shall play, or allow to be played, any musical instruments, radios, television, or the like at a noise level to annoy any other Unit Owner and Resident. Disturbances by unruly guests or residents may result in the assessment of a fine, fee or penalty, including other legal action as determined by The Board of Directors against the Unit Owner determined to be responsible for the disturbance. Residents may report such behavior to Management and/or to The Village of Mount Prospect.

22.3 Each Unit Owner is solely responsible for any/all actions, behaviors, inclusive of any/all damage/s created by his/her/their Tenants, guests, service providers and pets.

22.4 Any Unit renovation and/or construction project/s [such as allowed within the rules set forth in the Declaration of Condominium Ownership] which may cause disturbing and/or disrupting noises, must be carried out between the normal working hours of **8:00 AM and 6:00 PM**.

22.5 Balconies **are prohibited** for any/all construction work, including, but not limited to, sawing, cutting, painting, and other work-related projects. Noises, disturbances and ongoing remodeling, renovations and/ or construction, should be conducted within the confines of the Unit, with noise levels kept to a minimum.

SECTION 23 - Odors

23.1 Unit Owners and Residents **are required** to utilize Unit kitchen exhaust fans to limit the effect of cooking odors in hallways. Fines, fees and penalties may be assessed for repeated complaints.

23.2 As a result of a November 22, 2021 Resolution, **the smoking of tobacco/vaping nicotine is prohibited** in any common elements and areas of the Association Complex property. Smoking of tobacco/vaping nicotine is permitted in the Units - *however* - smoke from tobacco/vapor from vaping within an individual Unit may not permeate any other Unit and/or the common elements and areas. If the smoke of tobacco/vapor from vaping nicotine emanating from a Unit migrates to Association common elements, common areas and/or to another Unit, including causing a nuisance or an annoyance to other Unit Owners and Residents, The Board of Directors - *in its sole discretion* - may require the Unit Owner to take one or more of the following steps, at the Unit Owner's sole cost and expense, to minimize smoke/vapor transmission from their Units:

- A. Properly and fully seal the Unit
- B. Install an air purifier capable of eliminating smoke including, but not limited to, cigar, cigarette, or pipe smoke/vaping vapor
- C. Confine smoking of tobacco/vaping of nicotine to rooms of the Unit which do not abut a complaining resident's Unit.
- D. Cease and desist from smoking tobacco/vaping nicotine in the Unit.

**See Appendix A: Fines, Fees and Penalties*

23.3 As a result of a November 22, 2021 Resolution, **the smoking and/or consumption of cannabis by any other method is prohibited** in any common elements and areas, including limited common elements, of the Association Complex property. Lawful smoking/vaping of cannabis is permitted in the Units - *however* - smoke from cannabis/vapor from vaping within an individual Unit may not permeate any other Unit and/or the common elements and areas. If the smoke/vapor emanating from a Unit migrates to Association Complex common elements and areas, and/or to another Unit and causes a nuisance or annoyance to other Unit Owners and Residents, The Board of Directors - *in its sole discretion* - may require the Unit Owner to take one or more of the following steps, at the Unit Owner's sole cost and expense, to minimize smoke/vapor transmission from their Units:

- A. Properly and fully seal the Unit
- B. Install an air purifier capable of eliminating smoke including, but not limited to, cannabis smoke/vaping vapor

- C. Confine smoking of cannabis /vaping of nicotine to rooms of the Unit which do not abut a complaining resident's Unit.
- D. Cease and desist from smoking cannabis/vaping nicotine in the Unit.

**See Appendix A: Fines, Fees and Penalties*

SECTION 24 - Parking and Traffic Regulations

24.1 Unit Owners and Residents shall not park - *nor shall they permit their families, guests, tenants or service providers to park unauthorized and illegally* - in privately-owned, deeded and numbered parking spaces of other Unit Owners in such a manner as to prevent ready access to the parking spaces of Unit Owners. Improperly, illegally and unauthorized parked vehicles are subject to **immediate tow** at the vehicles Owner's expense, *without prior warning*. Unit Owners will be assessed a fine + towing costs for the violation. A clear notice/warning signage is posted at the bottom of the Lower Level Garage Ramp. **See Appendix A: Fines, Fees and Penalties.*

24.2 Vehicles blocking fire lanes, ingress or egress within the Association Complex and/or Lower Level Garage shall be subject to immediate tow.

24.3 Vehicles of persons who park their vehicle on Association Complex premises - and have no right to be on the premises - shall be subject to **immediate tow**, without prior warning.

24.4 Unit Owners **are required** to provide written notification to Management annually for the specific leasing of privately-owned, deeded and numbered Parking Spaces rented to another Unit Owner and/or Resident. All Unit Owners and Residents are required to update vehicle information annually.

24.5 Unit Owners, Residents and their families, guests, tenants, service providers and/or employees shall abide by all traffic and parking regulations posted in the ramp and/or parking areas of the Association Complex. To prevent unnecessary accidents and issues, the maximum speed on the ramps, including all other areas of the Association Complex Garages is **five [5] miles per hour**.

24.6 Upon entering or exiting the garage, Unit Owners and Residents should ensure that street level Garage entry and exit doors [located on South Emerson] close fully and securely, before proceeding to prevent unauthorized access to the garage.

24.7 Guest parking for the Association Complex is on a first-come, first-served basis. Parking is permitted along the south end of The Emerson at Village Centre, in the parking lot at street level [directly across from Shapiro Vein Centre], during posted hours. Guests must adhere to time limits for parking regulations.

SECTION 25 - Permits

25.1 Prior to moving forward to obtain permits required by The Village of Mount Prospect, final acceptance and approval **must be obtained in writing** from The Board of Directors. Failure to proceed with any/all alterations work, etc. will result in fines, fees and penalties. **See Appendix A: Fines, Fees and Penalties.*

25.2 The Village of Mount Prospect **requires** building permits [licenses that grants legal permission to begin construction of a building, alterations, and/or renovation project] for most construction and/or alterations, remodels and renovation projects at The Lofts at Village Centre Condominium Association. Permits include inspections, both ongoing and following completion, verifying that local building and fire code standards are met.

25.3 Unit Owners **are required** to contact the Building Division for The Village of Mount Prospect, including completing a detailed application for a building permit:

- Who will perform the work?
- What work will be done?
- How will it be done?
- The application process also requires Unit Owners to submit drawings, plans or other documents for review.

**Note: If the construction plans do not meet the Village's Building Code and Zoning Ordinance - including other related ordinance requirements - a code official will explain what needs to be corrected.*

25.4 Unit Owners **are required** to pay select permit fee/s to The Village of Mount Prospect, as required by The Village of Mount Prospect. **See Appendix A: Fines, Fees and Penalties.*

25.5 The Village of Mount Prospect **requires permits** to be obtained for the following:

- Any/all electrical work requiring re-wiring and movements of current, existing electrical within Units.
- Any/all plumbing work entering into existing walls, ceilings and/or floors, including toilet replacement, and/or plumbing work requiring building water service shut offs. All work is required to be performed by a professional licensed plumber [who has filed with the Village a properly executed bond], as required by The Board of Directors and The Village of Mount Prospect.
- Any/all structural modifications that include replacement of existing cabinets, counters, countertops, including any/all modifications to the walls [internal or external], ceilings and/or flooring.
- Any/all interior Unit alterations, construction, remodel and renovations.
- Any/all mechanical repairs and replacements, including In-Unit HVAC, air handler, heat pumps, etc.
- Personal Electric Vehicle [EV] Charging Stations. **See Section 13 - Electric Vehicles [EV]*
- In addition to all required permits, any work planned and/or discovered during the renovation process that would require drilling through flooring and/or ceiling areas, is strictly prohibited. Advanced acceptance, including written approvals by The Board of Directors and The Village of Mount Prospect are required
- ***Note: Permits are not required for simple replacements of existing facets and/or fixtures.**

25.6 Unit Owners **are required** to place The Village of Mount Prospect building permit cards in a visible location at the construction site. A copy of the approved plans must be on the job site at all times. Any/all proposed changes to the original, approved plan must be brought to the attention of Building Officials, including written notification to The Board of Directors.

25.7 The Board of Directors **requires** the hiring of professional, licensed, bonded service providers to perform any/all work with the Association Complex property. A Copy of Insurance [COI] is required to be on file with Management.

25.8 Unit Owners are solely responsible to schedule final inspections at least 24 hours in advance with The Village of Mount Prospect. Failure to do so may result in additional fines.

SECTION 26 - Posting of Signs

26.1 No notice, sign or matter whatsoever may be posted in any Lobby, Vestibule, Hallway, Stairway, Elevator/s, or other Association Complex common elements and areas, **without approvals and written acceptance** from The Board of Directors, and/or Management.

26.2 No signs of any kind are permitted on balconies, facades or other exterior surfaces and/or grounds within the Association Complex or property.

26.3 The Board of Directors has approved the posting of notices, informational flyers, etc. by Unit Owners and Residents on Association-provided cork boards in Lower Level Garage Elevator Lobbies.

26.4 The posting of “For Sale” and “For Rent” signage is **strictly prohibited** on Association property, at any time. With the advancement of technology, any/all notifications for the sale of Unit and/or the lease of Units, shall be directed online. **See Section 19 + Section 28.*

26.4 Garage Sales and Estate Sales are **strictly prohibited** within Units or on Association Complex property, at any time.

SECTION 27 - Provisions of Enforcement

27.1 If a Unit Owner, Resident and/or Tenant is believed to be in violation of any of the provisions of the Declarations, By- Laws or Rules and Regulations, a signed written complaint must be submitted by a Unit Owner, the property manager, a resident or a member of the Board of Directors. A written complaint form prescribed by The Board of Directors shall be sent to Management. (See Exhibit E) Unit Owners are fully responsible for the Residents, Tenants and all guests occupying or visiting their Unit.

27.2 The Unit Owner of any individual charged with any/all violation/s within the Association Complex property, shall be given written notice of the complaint, informing the Unit Owner of the alleged violation, and shall either be given a warning not to repeat the alleged violation and/or fined. A formal hearing regarding the complaint and violation, and resulting warning or fine, fee or penalty, may be requested by the Unit Owner charged and/or scheduled by The Board of Directors. **See Form CV.*

27.3 If requested by the Unit Owner, a formal hearing will be scheduled and appropriate notice given to the Unit Owner. At the formal hearing, the Unit Owner shall have the opportunity to present a defense and respond to accusations. All formal hearings shall proceed with or without the participation of the Unit Owner cited.

27.4 If the Unit Owner fails to attend the scheduled formal hearing, the alleged violation shall be considered admitted by default and a fine, fee and/or penalty may be imposed.

27.5 The formal hearing shall proceed, based upon witness complaints and/or witness testimony. The Board of Directors shall weigh all evidence, prior to rendering a finding. **Note: All formal hearings are required to be held in the Closed Executive Session of Board Meetings with The Board of Directors and Management present.*

27.6 The Board of Directors will consider all presented evidence and make a final determination. The Board of Directors will send a written **Notice of Determination** to the Unit Owner, noting findings and decisions. The decision of The Board of Directors is final and binding. If any Unit Owner is found guilty of a violation, The Board of Directors shall notify the Unit Owner in question in writing. **See Form: VDN A* fine, fee and/or penalties may be charged to the assessment account of the Owner of the Unit in which the guilty party resides, and collected with the monthly assessment.

27.7 In the event of a violation of the Rules & Regulations, Declaration or By-Laws of the Association - in addition to and separate from the enforcement provisions in these Rules & Regulations, The Board of Directors reserves the right to pursue any/all legal remedies to compel enforcement, legal and equitable. Any/all costs and attorneys' fees shall be assessed back to the Unit Owner at the time they are incurred.

27.8 Any fine imposed for a violation of the Rules & Regulations shall be added to the assessment account of the Unit Owner and be due and payable with the next assessment. Should the Unit Owner not pay the fine, the collection shall follow the collection policy for assessments. Any/all costs expended to collect any fine assessed, shall be the sole responsibility of the Unit Owner.

27.9 The Board of Directors shall also have the authority to assess an escalating and/or daily fine for violations of a continuing nature in an amount determined by The Board of Directors, for each day that the violation remains uncured. In the event the Unit Owner has been fined for the same continuing violation within the last year, The Board of Directors shall have the authority to assess a daily fine in an amount determined by The Board of Directors, for each day the violation remains uncured.

27.10 Additional violation complaint forms are available online and/or from Management.

SECTION 28 - Safety

Unit Owners and/or Residents **are prohibited from:**

28.1 Overloading any electrical wiring within the Association Complex, including the operation of any machines, appliances, radio-transmitting equipment or accessories in such a manner, as to cause an unreasonable disturbance to others.

28.2 Connecting any machine/s, appliance/s, accessories or equipment to the heating or plumbing system within the Association Complex, without prior consent and written approvals from The Board of Directors and/or Management.. This includes any unauthorized repairs or adjustments to the heating and plumbing systems. **Note: A Copy of Insurance [COI] is required by all service providers and/or personnel, for building heating and plumbing access.*

28.3 Storing combustible substances [such as paint thinners, naphtha, gasoline, oil-based paints, etc.] in Units and/or Storage Units/Lockers. **See Section 14 - Fire Hazards | Fire Safety*

28.4 Exploring, entering, venturing and obtaining access to the roof of the buildings within the Association Complex - *or providing access to the roof to any contractor or other service provider* - without prior consent and written approvals from The Board of Directors and/or Management is strictly prohibited. **Note: A Copy of Insurance [COI] is required by all service providers and/or personnel, for building roof admittance and access.*

28.5 Unit Owners and Residents are required to ensure that all electrical equipment within Units is properly wired and plugged into electrical sockets, as appropriate.

28.6 Water closets, basins, and any other plumbing fixtures contained within the Association Complex and/or Units, are prohibited 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.

28.7 Unit Owners and Residents **are required** to be consciously aware and diligent in the timely reporting of strangers and unauthorized individuals loitering around and/or attempting unauthorized access and entry into Association Complex lobbies, doorways, stairwells, lower level garages and all entrances. Report suspicious activities and behaviors immediately to The

Mount Prospect Police Department by dialing 911, including notifying Management and The Board of Directors.

SECTION 29 - Sale of Units

29.1 For any/all Unit Owners intending to sell their Unit within the Association Complex, a formal **Intent to Sell** notification is required. **Form S - Intent to Sell** is required to be submitted, either in writing or electronically, to Management and The Board of Directors, at the time of listing.

29.2 Unit Owners are solely responsible for any/all communications with Management and their professional, licensed real estate agent/s, specific to Rules & Regulations relative to showing the Unit for sale. These may include, but are not limited to: Association Complex Building Safety and Security; Hours, etc.

29.3 Unit Owners selling Units assume full responsibility for all licensed real estate agent/s and visitor actions, behaviors, damages, etc. during the Open House process.

29.4 Open Houses are permitted, however, each visitor must be buzzed into the Association Complex via AlphaTouch and/or accompanied by a licensed real estate agent, at all times. Prospective visitors and buyers **are not permitted** to roam freely around the Association Complex unescorted and unattended, at any time.

29.5 Lock boxes **are not permitted** on Unit doors or within the Association Complex proper.

**Note: For The Lofts at Village Centre, a mirrored cabinet has been provided in the Outer Lobby Area of The Lofts, where lock boxes may be secured. For The Emerson, lock boxes are secured on fencing beside garage entrance doors*

29.6 When a formal contract for the sale of a Unit has been entered into, attorneys for the Unit Owner [Seller] and the Unit Buyer **are required** to contact Management, who will then notify The Board of Directors. This requirement ensures all parties involved secure the necessary information, direction and documentation, prior to closing.

29.7 The Unit Owner [Seller] **is required** to provide the Unit Buyer, *prior to closing*, Association Declaration, By-Laws and current copy of the Rules & Regulations, along with any/all amendments to Association Complex documents.

29.8 Unit Owners or Unit Buyers requesting documentation in regard to the selling and/or refinancing, including copies of any Association documents, shall be charged a reasonable fee for actual costs of time and material, as deemed reasonable by Management.

29.9 New Unit Buyers **are required** by The Board of Directors to participate in a *Welcome Orientation* with either members of the Association Complex Board [or their assigned designee], prior to the closing process, for the purpose of becoming aware and advised of all Rules & Regulations for The Lofts at Village Centre Condominium Association. Welcome Orientations are required, prior to any approved move-in/move-out and/or acceptance of large deliveries. A signed acknowledgement of attendance and participation is required. Failure to attend and participate may result in a fine, assessed to Unit Owners. **See Appendix A: Fines, Fees and Penalties.*

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

SECTION 30 - Seasonal Decorations

30.1 Holiday decorations shall not be installed any earlier than one [1] month before and must be removed no later than one [1] month after the holiday.

30.2 No decorations which create a fire hazard shall be permitted.

30.3 No large holiday decorations [live trees, etc.] may be discarded in the dumpsters or left in Association Complex common elements and areas. **See Section 16 - Garbage Removal and Discarding of Household Items*

30.4 Any damage to any part of Association Complex common elements and areas caused by holiday decorations of Unit Owners shall be the Unit Owners sole financial responsibility.

30.5 Any decoration, which in the sole discretion of The Board of Directors is deemed to be offensive and/or to cause a nuisance, disturbance or interference to any other Unit Owner or Resident, **must be removed immediately**, upon written notice from The Board of Directors and/or Management.

SECTION 31 - Security

31.1 All Unit Owners and Residents **are required** to properly secure and close Association Entrance Doors [Main Lobby Doors; First Floor Stairwell Doors; Garage Doors] when entering and exiting the Association Complex.

31.2 Unit Owners and Residents **are required** to notify Management **immediately** if any lock or door does not properly function and/or has been propped open, taped open or left open intentionally.

31.3 AlphaTouch, a cloud-based intercom system, has been installed in Association Complex Outer Lobby Areas. AlphaTouch provides communication access to the Association Complex to non-residents. To maintain the safety and security within the Association Complex, Unit Owners and Residents **are prohibited** from admitting anyone without first identifying them via the Alpha Touch annunciator system.

31.4 Unit Owners and Residents are **prohibited** from admitting unannounced individuals and/or solicitors, regardless of age, that are unauthorized and unattended. Unit Owners and Residents are held responsible for any/all damage/s, costs for repairs, etc., for enabling and allowing unauthorized entrance to Association Complex building/s. **See Appendix A: Fines, Fees and Penalties.*

31.5 Unit Owners and Residents **are required to meet all service providers** at Main Lobby Entrance Doors for any/all service work being conducted within individual Units. Unit Owners and Residents **are required** to escort them to the exit, when work is completed.

31.6 Upon entering and exiting the Association Complex **Lower Level Garage Areas**, Unit Owners and Residents should ascertain that Main Entrance Garage Door/s on South Emerson have closed completely, before proceeding.

SECTION 32 - Smoking

32.1 As a result of a November 22, 2021 Resolution, **the smoking of tobacco/vaping nicotine is prohibited** in any common elements and areas of the Association Complex property. Smoking of tobacco/vaping nicotine is permitted in the Units - *however* - smoke from tobacco/vapor from vaping within an individual Unit may not permeate any other Unit and/or the common elements and areas. **See Section 23 + Appendix A: Fines, Fees and Penalties*

32.2 As a result of a November 22, 2021 Resolution, **the smoking and/or consumption of cannabis by any other method is prohibited** in any common elements and areas, including limited common elements, of the Association Complex property. Lawful smoking/vaping of cannabis is permitted in the Units - *however* - smoke from cannabis/vapor from vaping within an individual Unit may not permeate any other Unit and/or the common elements and areas. *See *Section 23 + Appendix A: Fines, Fees and Penalties*

32.3 Unit Owners and Residents **are required** to install and maintain smoke/carbon monoxide alarms within their Units.

32.4 Smoking is **prohibited** in the Lower Level Garage Areas of the Association Complex, at any time.

32.5 Smoking is **prohibited** inside vehicles while parked in the Lower Level Garage Areas of the Association Complex, at any time.

SECTION 33 - Storage Units/Lockers

33.1 The Village of Mount Prospect fire code **requires** that at least two (2) feet of space must be left between any/all stored materials and the ceiling of storage units/lockers, in order to permit the safe and proper operation of the sprinkler system, if a fire should occur.

33.2 Storage of gasoline or any flammable, corrosive or dangerous materials [such as dry cleaning fluids, acids, charcoal lighting fluid, etc.] **is strictly prohibited** in storage units/lockers. Similarly, storage of explosives, ammunition, firearms or any other items that are potentially harmful or hazardous, is not permitted.

33.3 Personal property may not be left outside the storage unit/locker, with the exception of **one [1] wheeled item**. This item [such as a shopping cart, bicycle or motorcycle] may be placed in front of Unit Owners privately-owned and deeded storage unit/s/locker/s.

33.4 Storage rooms and vehicles **are to be locked** at all times. The Board of Directors and Management does not assume responsibility for damage or theft of any items left in personal vehicles and/or storage units/lockers, including for any personal injury.

33.5 No exterior alterations may be made to Lower Level Garage Storage Unit Doors [The Lofts] and/or Storage Unit Cages [The Emerson].

SECTION 34 - Vehicle Lifts

34.1 The installation of a vehicle lift must conform to The Village of Mount Prospect codes and ordinances, including the installation by a licensed and bonded contractor.

34.2 Only those Unit Owners who own a deeded parking space with **two [2]** Permanent Real Estate Index Numbers [PIN]; one of which is designated as air space suitable for the installation of a vehicle lift, are eligible to install such an apparatus. The Vehicle Lift may not interfere with the ingress or egress of the vehicles of other Unit Owners and/or Residents. Prior acceptance and written approvals by The Board of Directors is required.

SECTION 35 - Water Damage | Waterbeds

35.1 Unit Owners are solely responsible for any/all damage/s and/or repair/s incurred to other Units, furnishings, decorations and/or belongings, inclusive of any/all damage/s and/or repair/s to Association Complex common elements and areas which is caused by overflowing bathtubs, showers and sinks, and/or improper caulking around such areas.

35.2 Waterbeds **are prohibited** in any Unit within the Association Complex.

Appendix A: Fines Fees + Penalties

| <i>Area</i> | <i>Details Specifics</i> | First [1st] Violation Fine | Second [2nd] Violation Fine | Third [3rd] Violation Fines | *See Penalties |
|--------------------|--|---|--|--|---------------------------|
| Board of Directors | Failure to receive acceptance/approvals for any/all Renovations, Alterations and Additions <i>Section 2</i> | \$1000 | \$1500 | \$2000 | \$5000 |
| Board of Directors | Failure for non-compliance and receipt of Annual Unit Owner Forms and Requirements <i>Section 8.1</i> | \$150 | \$300 | \$500 | \$1000 |
| Board of Directors | Failure to receive notifications/approvals for Lease of Unit <i>Section 19</i> | \$500 | \$750 | \$1000 | \$2500 |
| Board of Directors | Failure to receive notifications/approvals for Sale of Unit <i>Section 29</i> | \$500 | N/A | N/A | N/A |
| Board of Directors | Failure to receive Welcome Orientation for Unit Owners who Lease Units <i>Section 19.5</i> | \$150 | \$300 | \$500 | \$1000 |
| Balconies | Non-Illuminated and/or Inoperative balcony lighting <i>Section 3.8</i> | \$25 | \$50 | \$100 | \$200 |
| Common Elements | Any/all carpeting stains/soils/discoloration causing replacement and/or repair | \$250 + repairs | \$500 + repairs | \$750 + repairs | \$1000 + repairs |
| Common Elements | Dogs urinating/defecating in Common Elements and Areas <i>Section 18.6</i> | \$150 + cleaning/s | \$250 + cleaning/s | \$350 + cleaning/s | \$500 + cleaning/s |
| Common Elements | Entrance Doors left propped open, taped open and/or unattended <i>Section 31</i> | \$500 | \$1000 | \$1500 | \$2000 |

| | | | | | |
|---------------------|---|------------------------|------------------------|------------------------|-------------------------|
| Common Elements | Failure to keep Unit doorways free of obstructions and debris <i>Section 4.4/Section 4.5</i> | \$100 | \$200 | \$300 | \$500 |
| Common Elements | Prohibited Smoking within common elements and areas <i>Section 32</i> | \$250 | \$500 | \$1000 | \$2000 |
| Common Elements | Failure to properly seal Unit; Install air purifier; Confine, cease and desist any/all Smoking and Odors, due to Violation <i>Section 23</i> | \$500 | \$1000 | \$2000 | \$3000 |
| Deliveries | Prohibited Deliveries of large appliances/oversized items through Main Entrance Lobbies <i>Section 11.3</i> | \$500 | \$1000 | \$1500 | \$2000 |
| Elevators | Non-padding of Elevators <i>Section 11.2; Section 21.2</i> | \$200 | \$400 | \$600 | \$1000 |
| Fire Safety | Failure to conduct mandatory In-Unit Vent Cleanings, bi-annually <i>Section 14.5</i> | \$150 | \$300 | \$500 | \$1000 |
| In-Unit | Failure to conduct mandatory In-Unit HVAC Service Inspections, annually <i>Annual Requirements Section</i> | \$150 | \$300 | \$500 | \$1000 |
| Lower Level Garages | Illegal and Unauthorized Parking in private, deeded parking space/s <i>Section 24.1</i> | \$250 + tow fees | \$500 + tow fees | \$750 + tow fees | \$1000 + tow fees |
| Moving | Damage, repairs and clean-up caused by Moves <i>Section 21.7</i> | \$100 + repairs | \$200 + repairs | \$300 + repairs | \$500 + repairs |
| Moving | Prohibited Moves for Move-In/Move-Out through Main Entrance Lobbies <i>Section 11.3; Section 21.3; Section 21.5</i> | \$500 | \$1000 | \$1500 | \$2000 |

Appendix A: Fees + Penalties [continued]

Fees Required by The Board of Directors

| | | |
|--|---|---|
| \$150 <i>Fee Per New Tenant</i> | Administrative Unit Fee for Unit Owners who Lease | Required by The Board of Directors <i>Section 19.7</i> |
| \$150 | Late Fees for Late Assessments | Required by The Board of Directors <i>Section 5.3</i> |
| \$150 <i>One-time, Non-refundable Fee</i> | Unit Owners who Keep Pets | Required by The Board of Directors <i>Section 18.3</i> |
| \$150 | Administration Fee for failure to submit timely documentation for Leasing of Unit | Required by The Board of Directors <i>Section 19.8</i> |
| \$350 | Move-In + Move-Out | Required by The Board of Directors <i>Section 21</i> |

Appendix A: Fees + Penalties [continued]

Fees Required by The Village of Mount Prospect

| | | |
|---|--|---|
| \$75 <i>Annual Fee</i> | Residential Operator's License to Lease Unit/s | Required by The Village of Mount Prospect |
| \$75 | Minimum Costs for Residential Permits | Required by The Village of Mount Prospect |
| \$200 [inclusive of \$100 refundable bond] | Permit Cost for HVAC | Required by The Village of Mount Prospect |
| \$300 [inclusive of \$100 refundable bond] | Permit Cost for Bath Remodel | Required by The Village of Mount Prospect |
| \$300 [inclusive of \$100 refundable bond] | Permit Cost for Exterior Remodel [Exterior Windows/Doors] | Required by The Village of Mount Prospect |
| \$750 [inclusive of \$100 refundable bond] | Permit Cost for Interior Remodel | Required by The Village of Mount Prospect |

Penalties

The Board of Directors shall also have the authority to assess an escalating, daily fine and elevated penalties for violations of a continuing nature, in an amount determined by The Board of Directors, **for each day** that the violation remains uncured.

Form A: Notice of Intent

Alterations and Additions Application

A minimum of **thirty [30] days**, in advance of the commencement of **any/all Architectural Alterations, Additions, Construction, Remodeling and/or Renovation work** within a Unit or limited common element **is required**.

A **Form A: Notice of Intent - Alterations and Additions Application** is required with any/all requests submitted in writing, for prior acceptance to The Board of Directors, via Management, prior to any work started. All final decisions allowing and approving such work, will be communicated in writing to Unit Owners.

Date Submitted _____

Unit Owners _____ **Building** _____ **Unit** _____

Detailed Description of Work Within Unit

Location and Dimensions _____

Date Work Begins _____ **Date Work Completes** _____

Service Provider/s Performing Work _____

Service Provider/s Contact Details _____

Service Provider/s Copy of Insurance [COI] _____

**Note: Form A: Notice of Intent Application, including any/all work requested, will not be approved and may be rejected by The Board of Directors and Management, without providing Service Provider/s Copy of Insurance [COI], detailed contracts, sketches, dimensions, etc.*

Form C

Contact Information

Unit Owners and/or Residents Names

Name _____ Email _____ Mobile _____
[print name]

Name _____ Email _____ Mobile _____
[print name]

Address _____ Building + Unit _____

Offsite Address [if applicable] _____

Children Living in a Unit? [number + include ages] _____

The section below requests Occupancy Status for Unit

- Unit is occupied by the **Owner/s?** [please circle] YES or NO
- Unit is occupied for an **Immediate Family Member?** [please circle] YES or NO
- Unit is a **Vacant Unit?** [please circle] YES or NO
- Unit is a **"Snowbird Unit"?** [please circle] YES or NO
*If YES, list month/s when Unit is vacant _____
- Unit is a **Rental Unit?** [please circle] YES or NO
*If YES, provide term and expiration of lease _____

The section must be completed if Unit is occupied by an Immediate Family Member not leasing:

Resident Name _____ Email _____ Mobile # _____
[print name]

Resident/s Relationship to Owner _____ Home # _____

Number of Person/s Residing in a Unit? _____
[Adults 18-years and Older] [Children]

Form C

Emergency Contacts *[continued]*

***Note: Emergency Contact Details are required for all Unit Owners, Residents and/or Tenants by The Board of Directors and Management.**

1. Name _____ Email _____ Mobile _____

Work _____ Access to Unit? *[please circle]* YES or NO

2. Name _____ Email _____ Mobile _____

Work _____ Access to Unit? *[please circle]* YES or NO

In an Emergency, how is it best to gain access to your Unit?

- | | |
|--|--|
| <input type="checkbox"/> A Board Member has an extra key | <input type="checkbox"/> Another Unit Owner has an extra key |
| <input type="checkbox"/> Management Company has an extra key | <input type="checkbox"/> Other |

Common Elements and Areas Key Numbers

1. Key Number _____ 2. Key Number _____ 3. Key Number _____

4. Key Number _____ 5. Key Number _____ 6. Key Number _____

***Note: This Section must be completed if Units are being leased. There is a 20% Rental Cap, in each building, including a Waiting List maintained by Management.**

Tenant Name/s

Name _____ Email _____ Mobile _____
[print name]

Name _____ Email _____ Mobile _____
[print name]

Number of Person/s Residing in a Unit? _____
[Adults 18-years and Older] *[Children]*

Form C

Vehicle + Pet Information *[continued]*

Vehicle Information

Vehicle # 1

Parking Space # _____ **PIN Number** _____ License Plate # _____ Color _____

Make _____ Model _____ Year _____ VIN # _____

Vehicle # 2

Parking Space # _____ **PIN Number** _____ License Plate # _____ Color _____

Make _____ Model _____ Year _____ VIN # _____

Pet Details [Two (2) pets are allowed; One of which may be a dog, weighing sixty (60) pounds, or less]

Dog _____ Weight _____ Breed _____ Color _____
[print name]

Cat _____ Weight _____ Breed _____ Color _____
[print name]

Cat _____ Weight _____ Breed _____ Color _____
[print name]

***NOTE:** Any/all Tenants **are prohibited** from keeping pets, *of any type*, in leased Units. *Section 18.4*

Storage Unit Information

Storage Space # _____ **PIN Number** _____

Storage Space # _____ **PIN Number** _____

Form L: Notice of Intent

Lease of Unit

A minimum of **thirty [30] days notice**, in advance of the commencement for any/all new and current **Lease of Unit** requests for The Lofts at Village Centre Condominium Association, **is required**.

A **Form L - Lease of Unit** application **is required** with any/all requests *submitted in writing, inclusive of all requirements met and documentation in order*, for acceptance and approvals by The Board of Directors, via Management. Final decisions to allow and approve Lease of Unit will be communicated in writing to Unit Owners.

Note: The Board of Directors requires all New Tenants to attend a **mandatory Welcome Orientation, prior to any Move-In to the Association Complex. This requirement must be scheduled with Management, with attendance required, **a minimum of seven [7] days**, prior to any Move-In scheduled. The Board of Directors reserves the right to refuse any/all Move-In of New Tenants, if this requirement has not been met, including the issuance of fines, fees and violation penalties. *See Appendix A: Fines, Fees and Penalties.*

All leases at The Lofts at Village Centre Condominium Association are approved for a term **of not less than one [1] year, nor more than two [2] years**, without The Board of Directors prior written approval.

A lease must be for the entire Unit. *The renting of individual bedrooms or rooms within the Unit are strictly prohibited.

**See and Review Rules & Regulations: Section 19 - Lease of Unit*

Form L: Notice of Intent

Lease of Unit Application

Date Submitted _____

A minimum of **thirty [30] days notice**, in advance of the commencement of any/all, new and current **Lease of Unit Application** for The Lofts at Village Centre Condominium Association, is required.

Unit Owners _____ **Building** _____ **Unit** _____

Unit Owner Requirements to Lease

1. Provide proof of issuance of **Annual Residential Operator's License** [\$75 Annual Fee]. Licenses are valid for one year [1-year] spanning from **September 1 through August 31**. **Required by The Village of Mount Prospect; Section 19.8; Annual Requirements for Unit Owners*
2. A **Certificate of Completion** for the Crime Free Seminar is required for all Unit Leases within The Village of Mount Prospect. New landlords [or agents] have **sixty [60] days** to successfully complete the **Crime Free Seminar**. Failure to do so will result in fines, including the potential loss of their license to rent/lease in The Village of Mount Prospect, and within the Association Complex's 20% Unit Lease Program. **Required by The Village of Mount Prospect; Section 19.8; Annual Requirements for Unit Owners.*
Note: Without the successful completion of the Crime Free Seminar, the Residential Operator's License **is conditional.*
3. **Crime Free Lease Addendum:** The Crime Free Lease Addendum is required to be attached to all Unit Leases. **Required by The Village of Mount Prospect; Section 19.8*
4. Attach **Form R: Rider to Lease** to all Unit Leases. **Required by The Board of Directors*
5. Conduct **Criminal Background Check** on all Non-Owner occupants residing in any leased Unit with the Association Complex. **Annual Requirements for Unit Owners*
6. Schedule mandatory **Welcome Orientation** for New Tenants, once leased. **Required by The Board of Directors*

Form L: Notice of Intent

Lease of Unit Application [continued]

Date of Lease Month/Year_____ **Date of Lease Expiration**_____

- *Note: All leases at The Lofts at Village Centre Condominium Association are approved for a term **of not less than one [1] year, nor more than two [2] years**, without The Board of Directors prior written approval.
- **A lease must be for the entire Unit.**
- The renting of individual bedrooms and/or rooms within the Unit are strictly prohibited
- Notice of Intent: Lease of Unit forms, applications, etc. **will not be approved** and will be rejected by The Board of Directors and Management without all of the above six [6] items being met.
- *Note: This may include the release and/or forfeiture of Unit Owners to continue to lease Units within The Association Complex under the 20% rental cap.

*Reminder: Attach **Form R: Rider to Lease** to all Unit Leases. **Required by The Board of Directors*

Form O

Orientation Acknowledgment Receipt

This form must be read and signed by all New Owners, Residents and/or Tenants, upon completion of Welcome Orientation. This form certifies that the undersigned understands the Rules & Regulations, Procedures and Practices, prescribed by The Lofts at Village Centre Condominium Association.

Name/s _____
Print Name/s

Address _____ **Unit** _____

Building _____

Acknowledgement

I / We _____, the New Owners, Residents and/or Tenants of the Unit mentioned above, do hereby acknowledge that I received, and fully understand the **Rules & Regulations** for The Lofts at Village Center and The Emerson Condominium Association. Also, I hereby acknowledge that I have undergone a **Welcome Orientation**.

I / We also agree to abide by and uphold all the **Rules & Regulations** that are set forth, and I / We understand any/all fees, fines and penalties, that are outlined and prescribed.

Signature of New Owner/s and/or New Tenants

Date

Orientation Given and Attested to by:

Date

**Note: Please return this signed form to the Management Company within five (5) business days to complete your Unit's file. Thank you.*

Form R

Rider to Lease

The Board of Directors at The Lofts at Village Centre Condominium Association shall be a **third party beneficiary** of Lease, and shall be entitled to pursue all legal and equitable remedies available to either party under the Lease, in the event of any default. No rights of The Board of Directors shall be deemed to have been waived or abrogated by reason of any previous failure to enforce.

A **Rider to Lease** is required for acceptance by The Board of Directors, via Management, in order to be approved to Lease Unit/s within The Lofts at Village Condominium Association.

This Rider is added to the attached Lease Agreement, in accordance with the Rules & Regulations of The Lofts at Village Centre Condominium Association. By this Rider, the undersigned parties to said Lease expressly acknowledge that, as required by the Illinois Condominium Property Act, every lease, and the parties thereto, shall be subject in all respects to the Association, and the failure by the Lessee to comply with the terms, thereto, shall be a default under the Lease.

**See and Review Rules & Regulations: Section 19 - Lease of Unit*

Date Submitted _____

_____ [Seal]

Lessor [Unit Owner]

_____ [Seal]

Lessee [Tenant]

_____ [Seal]

Lessor [Unit Owner]

_____ [Seal]

Lessee [Tenant]

Note: A signed original of Lease and Rider to Lease **is required by The Board of Directors, for archival files kept by Management, in accordance with Rules & Regulations of The Lofts at Village Centre Condominium Association. *See Appendix A: Fines, Fees and Penalties.*

Form S: Notice of Intent

Sale of Unit

A minimum of **thirty [30] days notice**, in advance of the commencement for any/all new and **Sale of Unit** notifications for The Lofts at Village Centre Condominium Association, **is required**.

A **Form S - Sale of Unit** notification **is required** for acceptance and approvals by The Board of Directors, via Management.

**See and Review Rules & Regulations: Section 29 - Sale of Unit*

Note: The Board of Directors requires all New Owners to attend a **mandatory Welcome Orientation, prior to any Move-In to the Association Complex. This requirement must be scheduled with Management, with attendance required, **a minimum of seven [7] days**, prior to any Move-In scheduled. The Board of Directors reserves the right to refuse any/all Move-In of New Owners, if this requirement has not been met, including the issuance of fines, fees and violation penalties. *See Appendix A: Fines, Fees and Penalties.*

Date Submitted _____

Unit Owners _____ **Building** _____ **Unit** _____

Date of Anticipated Sale of Unit _____ **Date of Move-Out** _____

Listing Real Estate Agent Name/Contact _____

**Note: Unit Owners assume full responsibility for all actions of Agent, Visitors, etc. specific to Showing of Unit; Posting of Signs; Building Safety + Security; etc. Unit Owners are held responsible for providing and ensuring Real Estate Agent receives Rules & Regulations: Sale of Unit.*

New Unit Owner/s Name/s _____

Date of Anticipated Move-In _____

**Note: Notice of Intent: Sale of Unit application will not be approved and be rejected by the Management Company and The Board of Directors without prior written notification, at minimum of thirty [30] days.*

Form VC

Violation Complaint

***Note:** A Violation Complaint must be completely filled out for a Formal Complaint to be considered valid by The Board of Directors. After the report has been submitted and filed through Management, it may be necessary for the complainant to appear at the next regularly scheduled Board Meeting. The accused will also be notified to attend this meeting. After a closed hearing on the matter in question, The Board of Directors will determine whether a Violation has occurred, including whether appropriate fines, fees and/or penalties shall be levied.

Date Submitted _____

| | |
|---|---|
| Violation _____ | Section _____ |
| Location and Details of Violation _____ _____ | |
| Date/s and Time/s _____ _____ | |
| Name/s of Accused _____ | Building _____ Unit _____ |

Complaint Submitted by _____ **Email Contact** _____

Building _____ **Unit** _____ **Mobile Contact** _____

Signature _____ **Date** _____

Form VN

Violation Notification

The Lofts at Village Centre Condominium Association

% MK Asset Management
One Riverside Lane
Lincolnshire, Illinois 60069

4th September 20XX

Unit Owner

123 Address St
Anytown, ST 12345

Dear Unit Owner:

A report has been filed with Management and The Lofts at Village Condominium Association alleging that either you, as a Unit Owner, your Tenant/s, or your guest/s have violated the below-listed Association By-Laws or Rules & Regulations:

Section:


Description and Specifics:

Hearing Scheduled

The Board of Directors will review the above-listed allegation/s on:

15 JULY XXXX Board Meeting

Mount Prospect Public Library - Room XXX
10 South Emerson Street
Mount Prospect, Illinois 60056

 You will have the right to present a defense regarding the alleged Violation at this hearing.

Following the hearing, The Board of Directors will determine if a Violation has occurred, including whether a fine, fee and/or penalty should be levied.

Under the Illinois Condominium Property Act, The Board of Directors may levy a fine, fee and/or penalty against you for violating the Declaration, By-Laws, or Rules & Regulations.

Please attend the above-mentioned Formal Hearing, as The Board of Directors will want to hear your version of the circumstances that prompted these allegations.

Respectfully,

The Board of Directors

The Lofts at Village Centre Condominium Association

Certified Mail Return Receipt
First Class Mail

☐ This is your First Violation and this is only a **Warning**. However, subsequent Violations may result in the imposition of a Fine, Fee and/or other Penalty.

1. If you wish to contest this Notice of Violation, you are required to contact The Board of Directors, within fifteen [15] days of receipt of this notice and request a Formal Hearing.
2. *Special Note: If you **do not contact** The Board of Directors within fifteen [15] days, the Violation shall **automatically be considered admitted**.

Form VDN

Violation Determination Notice

The Lofts at Village Centre Condominium Association

% MK Asset Management
One Riverside Lane
Lincolnshire, Illinois 60069

4th September 20XX

Unit Owner

123 Address St
Anytown, ST 12345

Dear Unit Owner:

On XXX, 20XX, you were notified that a report was filed alleging that you, as a Unit Owner, your Tenant/s, and/or your guest/s have violated the Declaration, By-Laws or Rules & Regulations of The Lofts at Village Centre Condominium Association. Pursuant to the Association Rules & Regulations:

- A Formal Hearing was held on XX JULY XXXX Board Meeting, at your request.
- You have admitted to the Violation, by default, and waived your right to request a Formal Hearing regarding the alleged Violation/s.

After considering the alleged complaint, the following Determination has been made, including the following action/s taken:

- You were found **Not Guilty** of having committed the Violation, and no further action will be taken.
- A Violation of the Association's Declaration, By-Laws and/or Rules & Regulations **has occurred** - and a fine in the amount of **\$XXX is now due** and payable with your next assessment. Should the fine not be paid, collection will follow the collection policy for assessments owed.

- A continuing Violation of The Association's Declaration, By-Laws and/or Rules & Regulations *[for which you were previously fined with the last calendar year]* has continued to occur on an ongoing basis. **A daily fine in the amount of \$XXX** will now be assessed to your account, for each day, the Violation remains uncured.
- Damages, Repairs, Expenses and Administration Charges in the amount of **\$XXX** have resulted from this Violation, and are now due.
- Legal expenses in the amount of **\$XXX** have been incurred by The Lofts at Village Condominium Association, on your behalf, and are now due.
- Damages have occurred - or an Architectural Violation exists - as charged within the complaint. You are ordered to have any/all damages repaired and the Violation corrected by 05 June 20XX, at your own personal expense.
- As a result of a second, or subsequent Violation, The Board of Directors have instructed Association attorneys to inform you that legal proceedings will be instituted if any further Violation/s occur, including any/all expenses incurred, will be assessed to you.

Respectfully,

The Board of Directors

The Lofts at Village Centre Condominium Association

- Certified Mail Return Receipt
- First Class Mail

October 2024

Approved and Finalized by The Board of Directors: September 9, 2024 Board Meeting

| <i>Board Member</i> | <i>Title</i> | <i>Vote</i> |
|---------------------|----------------|-------------|
| Tarek [Terry] Refai | President | For |
| Mike Zalinski | Vice President | Against |
| Carol Okamoto | Treasurer | For |
| Jorge DeClet | Secretary | For |
| Brian Kempf | Director | For |