ADLER PARK CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS
UPDATED 7/30/2024 – EFFECTIVE 10/1/2024
TABLE OF CONTENTS

Page

Introduction **2**

Rules Regarding Enforcement of Policy **3**

Monthly Assessment **4**

Move in Move Out Requirements **5**

Security **5**

Rules Regarding Appearance of the Common Elements **5**

- **Common/Limited Common Areas** **5**
- **Lawn/Landscaping** **6**
- **Garbage and Recycling** **6**
- **Remodeling** **7**
- **Seasonal Decorations** **7**
- **Patios/Courtyards/Balconies** **7**

Noise **9**

Window Covering **9**

Winterizing **9**

Pets **9**

Vehicles **10**

Parking **11**

Garage **11**

EV Charging Station **12**

Electric Bikes **13**

Snow **15**

Lessees/Tenants/Non Residents **14**

Move In/Out **15**

Sale of Unit **16**

RULES AND REGULATIONS
ADLER PARK WEST CONDOMINIUM
EFFECTIVE OCTOBER 1, 2024

ADLER PARK WEST CONDOMINIUM

INTRODUCTION TO THE RULES AND REGULATIONS

The residents of Adler Park West Condominium are governed by the provisions of your Condominium Declaration (the "Declaration"), By-Laws and the Illinois Condominium Property Act.

Pursuant to these documents, the Board of Managers (the "Board") of Adler Park West Condominium Association (the "Association") has the power to adopt the rules and regulations governing the day-to-day use of the Common Elements and the activities of the residents as well as the details of the administration, management, operation and use of the buildings and grounds.

The rules and regulations detailed in this booklet are designed to enhance the lifestyle of all the residents and to provide comfortable surroundings, appreciating property values and orderly administration of the Association, however, this can only be achieved with the cooperation of all residents. Thus, while all residents are legally obligated to observe these rules, your voluntary acceptance and faithful observance will contribute even more towards maintaining the high standards set forth.

In fairness to all residents, the Board must enforce these Rules and Regulations consistently. Any violations will result in appropriate action being taken by the Board in accordance with its powers and duties on behalf of the entire Association.

General Applicability

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these Rules and Regulations. All references in the Rules and Regulations to Unit Owners/Investors and renters are interchangeable and each shall be jointly and severally liable and responsible for action and violations.

As can be easily seen in reading these Rules and Regulations, the basic theme is a consideration for your fellow residents and a respect for the property. Your cooperation will be appreciated. Failure to follow the governing documents of the Association will result in violations, as defined below.

These comprehensive Rules and Regulations shall be effective immediately upon notice to the member-ship of the Association, which shall be given by mailing or delivering a copy of these rules to the unit address or such other address which is on file with the Association.

RULES REGARDING ENFORCEMENT OF POLICIES

1. If a Unit Owner/Investor violates or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, and /or Rules and Regulations of the Association, the following shall occur:

   a. It shall be the duty of all members of the Association to report incidents of misconduct, nuisance rule violation, or breach of the covenants as they pertain to the common elements to the Board or its agent.

   b. The Unit Owner/Investor will be notified upon the first incident of a violation.

   c. Upon a second or continuing violation by a Unit Owner/Investor, the Unit Owner/Investor shall be notified of the violation, in a manner prescribed by the Board, by the managing agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney. The Unit Owner/Investor shall pay for the costs and expenses of the notification and in addition, any legal fees incurred by the Association as they are billed to the Association by the Association's attorney. After the first notification, a $50.00 fee will be charged for the second violation, to the assessment account of the Unit Owner/Investor, and for each additional notification of violation, the fee will be $50/notice.

   d. Upon further or continuing violations by a Unit Owner/Investor, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the Unit Owner/Investor's account.

   e. Notification may also contain such demands as are necessary to protect the interest of the Association in accordance with the provisions of the Declaration, Bylaws, and/or Rules and Regulations of the Association.

2. Any Unit Owner/Investor charged hereunder shall pay any charges assessed hereunder within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the Unit Owner/Investor to all of the legal or equitable remedies necessary for the collection thereof.

3. The remedies hereunder are not exclusive, and the Board may, in addition thereto, take any action provided for in the Declaration and Bylaws to prevent or eliminate violations of the Rules and Regulations of the Association.

4. If any Unit Owner/Investor feels that he has been wrongfully or unjustly charged with a violation hereunder, the Unit Owner/Investor may proceed as follows:

   a. Within ten (10) days after the Unit Owner/Investor is notified pursuant to paragraph 1(b) of this section, the Unit Owner/Investor shall submit, in writing, a protest to the Board, stating the reasons the Unit Owner/Investor feels he or she has not committed a violation or deliver to the Association a request for a hearing concerning the alleged violation.

   b. If no request for a hearing has been submitted within the aforementioned 10-day period, the hearing shall have been considered waived, the allegations in the Notice of Hearing and Violation shall be deemed admitted by default, and appropriate action, if deemed necessary by the Board, may be taken. The Unit Owner/Investor shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted.

   c. Time is of the essence for this policy. Notices are deemed made when emailed to the email address provided by the Unit Owner/Investor, phone call made to the phone number provided by the Unit Owner/Investor, or posted in the United States mail, to the Unit Owner/Investor at the unit address, or to such other address as the Unit Owner/Investor shall have previously filed with the Board.

ADLER PARK WEST CONDOMINIUM

MONTHLY MAINTENANCE ASSESSMENTS

The monthly payments required of all residents are essential for the orderly and proper management and operation of the buildings and common area we all share. The payments should be made payable to the Association and mailed or delivered via the appropriate method designated by the property manager, on or before the first day of each month. In order to apply consistent enforcement of these payments, the following Rules and Regulations shall be used:

1. A Unit Owner/Investor who does not pay the Association assessments within 60 days of when they are due, shall be subject to a service charge of up to 5% of the balance of the assessments for each month, or part thereof, that the balance remains unpaid.

2. In addition, the Association may take action to collect assessments that are unpaid for the current month in accordance with the By-Laws, which include immediate payment of yearly dues and liens.

3. Any outstanding assessment over 90 days shall be turned over for collection action.

4. Any costs incurred to collect delinquent balances, including legal action, court costs, late charges, interest, shall be charged back to the Unit Owner/Investor's account.

MOVE-IN/MOVE-OUT/DELIVERIES/SERVICE CALLS AND PACKAGES

1. **Call the property manager with 5 days' notice or more if you are moving in or out of the building**. You will be sent our moving instructions.

2. In cases where after the main move, there are still many items to be moved in/out on another day, this is also considered a move, and you must advise the property manager for instructions as to how this secondary move will be handled.

3. Call the property manager with at least 48 hours' notice if you have scheduled a furniture, HVAC installation or appliance delivery. A sign is to be posted so the residents aren't inconvenienced by trucks blocking the garages. If a resident wants to move in/move out furniture or appliances that the property manager deems necessitates the elevator being protected, there is a choice of the following: the resident will be charged $25 to have this service done, or they can put up/take down the protection in the elevator with instruction from a board member.

4. If you have a delivery/service call that requires access to the building, it is your responsibility to be home for that service. If that is not possible, you need to make arrangements for someone to accept the delivery/service call. **Please note, if you are having Comcast service, the door to the electrical room must be unlocked with a special key. You must give at least 48 hours' advanced notice to the property manager.**

5. **Delivery trucks cannot block the garages for more than a few minutes**. The truck may offload near the building entrance, but if the delivery item must be installed, the truck must be moved to a parking lot space close to the street. This is to ensure no resident is inconvenienced should they need to leave the premises.

6. All vendors and contractors must park in the parking spaces close to Milwaukee Avenue.

7. If you let a delivery person into the building, it is your responsibility to make sure that person then leaves the building. Packages from FedEx, UPS and USPS are left in the outer lobby. If you are expecting a package that is valuable and must be signed for, and you are not at home, the delivery service will post a sticky note on the door with further instructions. The receipt of packages is the recipient's responsibility, Adler Park West is not responsible for missing packages.

SECURITY

We take our building security very seriously. Please be especially aware of these regulations/guidelines.

1. ***IMPORTANT – DO NOT*** **give out your code to guests, delivery or service people**. This is a secure building and giving codes to strangers renders our building unprotected. Ignoring this regulation can result in your code being eliminated from the code box. If you are having some ongoing contractor work done in your unit, please contact Mperial Asset Management to request a temporary code for your contractor.

2. If you are in the outer lobby and a stranger enters – please use your front door key and not your code to enter the inner lobby.

3. If you see suspicious activity or persons lingering or trying to enter the premises, please call the police, not management.

RULES REGARDING THE USE AND APPEARANCE OF THE COMMON AND LIMITED COMMON ELEMENTS

Common and Limited Common Elements

1. No basketball or other sports items are to be placed or attached on any Common or Limited Common Element, including but not limited to the building, driveway, garage, etc.

2. There shall be no storage of any toxic or flammable materials in Common or Limited Common Elements or in the units (except those used for normal household purposes).

3. There shall be no storage of boats, recreational vehicles, trucks or trailers in or on Common or Limited Common Elements for a period in excess of 24 hours. The Association shall have the right to remove the above vehicles, and all costs related thereto shall be paid by the Unit Owner violating this paragraph.

4. Garages shall be kept free of personal items and debris. Overhead doors shall be closed except as required for ingress or egress. Annual inspection of garages shall take place on or about May 1st of each year. Any violation is subject to the violations provision as stated in the Rules and Regulations.

5. Noises shall not be permitted inside or outside that might disturb the peaceful enjoyment of the other Unit Owners, including noises created by musical instruments, radio, television, computers, etc.

6. No rubbish, refuse, garbage or any sort or trash shall be permitted in or on any Common or Limited Common Elements except in refuse containers provided in the garbage room. Any oversize items must be scheduled for disposition with Groot Industries in advance. Under no circumstances may oversized items be placed in the garbage room or outside the northwest entrance.

Lawns and Landscaping

1. Lawns and landscaped areas on the Common Elements are for the use and enjoyment of all residents. Activities that may be destructive or injurious to the above should not be engaged in. The cost to correct such damage will be charged to the responsible party.

2. The common lawn in front of the Units must be kept free of all items such as furniture, lawn type games such as badminton, gas grills, and recreational vehicles, toys, etc. Residents shall not be throwing baseballs, basketballs, soccer or footballs in the driveway which may cause damage to vehicles in parking lots or to the garages or building.

3. Flowers and plants in decorative pots are restricted to the front stoop, patios and balconies only. No private plants are allowed on the Common Elements. Any unauthorized plantings or changes to the existing landscaping or Common Elements is not permitted and the responsible party shall be charged for the cost of restoration. All landscaping of the Common Elements is to be done by the professional landscape service designated by the Association. At their discretion, the Board may authorize a resident to make plantings.

4. Bird feeders may be placed in trees only, and only with the written permission of Management.

5. All landscaped areas shall be kept clean and free of debris including but not limited to beverage containers, food and related waste, waste material of pets, paper goods of all sorts, etc.

Garbage and Garbage Disposal

1. DUMPSTER GARBAGE – PLEASE NOTE ALL BOXES MUST BE BROKEN DOWN!!!

2. Place garbage in sealed bags and in the large dumpster in the garbage room.

3. If unusually large items are being discarded, you must call Mperial Asset Management to arrange for special pick-up. The additional fee for special pick-ups must be paid to Groot separately.

4. **RECYCLING BINS/DUMPSTER – PLEASE NOTE ALL BOXES MUST BE BROKEN DOWN!!! ALL boxes must be flattened (broken-down) and placed in the recycle bins. If the broken-down boxes are large, place them in the dumpster**. If your boxes have Styrofoam, peanuts, plastic or plastic bags – these items **must** go in the **dumpster.**

5. There are two recycling containers in the garbage room. **DO NOT STACK** recyclables in the bins past the **top** of the bins. **If the bins are full, use common sense and place your recyclables in the DUMPSTER.**

6. **NEVER put garbage in recycling bins; this contaminates the entire bin, and the waste company will not pick up the recycling. Recyclables can be placed in paper bags. No types of plastic bags, plastic wrapping, plastic garbage bags, plastic grocery bags, plastic shopping bags – no plastic bags of ANY KIND go in the Recycle Bins EVER, or Groot will refuse to take the recycling. Please be sure any employed cleaning people are aware of the garbage rules.**

7. **NEVER throw garbage of any kind on the floor. ALL GARBAGE MUST GO IN THE DUMPSTER OR RECYCLE BIN.**

8. **No Christmas/holiday trees may be disposed of in the dumpster.** Old School Forest Preserve collects Christmas/holiday trees beginning the last week of December. The preserve is located at 28285 N St Mary's Rd, Libertyville, IL 60048, https://www.lcfpd.org/old-school. Here are the instructions for tree recycling: https://www.lcfpd.org/holiday-tree-recycling

REMODELING

1. If you are remodeling with a contractor, please contact the property manager. Please advise your contractor that our lobby doors cannot be propped open as it damages the doors and you will be fined to fix them. You will have to ask them to use the intercom and buzz them in. Please indicate to them that they must take all their remodeling garbage with them – there is no room for it in our dumpster. The same holds true for any appliances delivered in boxes. For longer term remodeling, a Unit Owner/Investor can request a special intercom code for the contractor. When the project is completed, the Unit Owner/Investor must advise the property manager, and the code will be deleted.

2. Garbage, rubbish, debris or other unsightly materials are not to be left on balconies, patios, Common or Limited Common Elements.

SEASONAL DECORATIONS AND CHRISTMAS TREES

1. External seasonal decorations may be installed no earlier than (1) month prior to and shall be removed no later than (1) month after the date of the holiday.

2. The only external seasonal decorations permitted are those which can be placed on the door, patios, windows or balconies. If repairs are necessary, due to the hanging of decorations, the repair costs will be charged to the Unit Owner/Investor involved.

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

4. Due to being a potential fire hazard, do not leave your tree unattended while lights are on.

PATIOS AND BALCONIES (LIMITED COMMON ELEMENTS)

1. Unit Owners/Investors and renters are responsible to keep patios and balconies clean and free from clutter and litter.

2. Patios and balconies may not be enclosed or altered in any way.

3. No drying or airing of clothing, carpeting or laundry, or hanging of clotheslines is permitted on the patio or balcony.

4. No awnings, sunshades, flag poles, canopies, trellises, shutters, air conditioning units, radio or television antennae shall be affixed to or placed in, through or upon an exterior wall, door, window or any part thereof.

5. Signs, notices and the like are prohibited on the patios, balconies, walls or lawns or in any windows.

6. Dust mops, rugs and the like shall not be shaken from, nor water or other refuse be disposed of, from patios or balconies.

7. Patios and balconies may **NOT** be used for storage of any kind. All residents are expected to keep their balconies and patios free of clutter and garbage. Aside from grills, furniture seating, tables for dining, and planters, no other items should accumulate and be stored on patios and balconies.

8. Railings and light fixtures must remain intact, and the original colors must be retained.

9. All plants must be kept in containers which will prevent the soil from washing onto the balcony.

10. Smoking or vaping on patios and decks is prohibited. Secondhand smoke is a known health hazard. Smoke enters other units through windows and screen doors.

11. Throwing cigarette butts, cigar butts or any other smoking paraphernalia and all other types of items that can be ignited by flame over the sides of balconies is prohibited. This is a fire hazard.

12. Per the Village of Libertyville ordinance, smoking or vaping is not allowed within 25 feet of the entrances to the buildings.

13. Residents shall not throw cigarette butts in the parking lot or anywhere on the lawn surrounding the parking lot or any of the areas surrounding the building. Unit Owners/Investors will be charged with the cost to clean up the items and dispose of them properly. Unit Owners/Investors are responsible for the renters.

14. **Please be advised that if the new balconies and patios are not appropriately maintained and become damaged, the Unit Owner/Investor is responsible for all repairs.** Due to heat/sun exposure, area rugs with rubber or vinyl backings can leave residue on the capped decking surface that may not be easily removable. Woven synthetic fiber indoor/outdoor area rugs without backings also have a tendency to wick water between the rug and the decking and can cause rotting. THEREFORE, THE USE OF RUGS ON THE BALCONIES/DECKS IS PROHIBITED

OUTDOOR COOKING

a. Libertyville Ordinance bars the use of charcoal grills, or any other fuel operating cooking devices on the property. Liquid starting fuels are prohibited.

b. Libertyville Village Ordinance allows LP-gas cooking devices having LP-gas containers with a water capacity no greater than 2.5 lbs. Excessive flaming is prohibited.

c. All equipment not compliant with village ordinance must be removed by the Unit Owner/Investor within three (3) days of notification.

d. Someone should always be present whenever compliant outdoor cooking devices are in use.

CONDUCT

1. No noise, music or other sounds will be permitted at any time in such a manner as to disturb or annoy other residents in the building.
2. Each resident and their guests must exercise due consideration regarding voice levels and activities at all hours so as not to disturb others.
3. Each resident must exercise due consideration between 9:00 p.m. and 7:00 a.m. in the operating of electronics, musical instruments, radio, TV, exercise equipment or any other items, so that the sound will not disturb others.

DRAPERIES AND WINDOW COVERINGS

1. All curtains, draperies, shades and blinds are to be properly installed and must be white, ivory, beige or a similar color.
2. Temporary window coverings must be removed within forty-five (45) days after occupancy.

WINTERIZING

Do not turn the thermostat in any unit below 60 degrees at any time. The Unit Owner/Investor will be liable for damage to pipes or to any other unit due to burst pipes, if it is determined that they, their renters or or their guest turned the thermostat below this temperature.

ADLER PARK WEST CONDOMINIUM ASSOCIATION PET RULES

1. **A FEE OF $200 FOR A LEASHED PET WILL BE CHARGED UPON MOVING IN (UNLESS IT IS A SERVICE OR EMOTIONAL SUPPORT ANIMAL)**
   a. **Only Unit Owners may have pets** (dogs or cats). **Renters are not allowed to have pets.**
   b. No animals shall be bred, raised, fostered or kept anywhere on the property; nor shall any animals be bred, kept or maintained for any commercial purpose. The weight of each pet at most is 25 pounds at maturity and must be approved in advance by the Board of Directors. Guide and emotional support dogs are allowed.
2. No more than two pets are allowed in a unit.
3. Dogs are to be "walked" off the property. All fecal matter deposited on the property is to be immediately picked up by pet owner, plastic-bagged and properly disposed of IN THE GARBAGE DUMPSTER.
4. Dogs must be leashed while outdoors or on any Common Property. First floor Unit Owners/Investors may not attach leashes to balcony railings and/or use the lawns outside their units as pet runs.
5. No pet may be left unattended at any time on Common Property.
6. No pet shall be allowed to create a nuisance or unreasonable disturbance, or to damage any Common Property or the Property of any other Resident. A Unit Owner/Investor is responsible for the actions of their pets or those of anyone living in or visiting his unit.
7. The cost to repair damage caused by a pet shall be assessed to the pet owner.
8. Any resident who observes any litter, damage or other problems caused by a pet should report the problem to the property manager, identifying the pet and its owner.
9. Owners shall not use their units as pet-sitting facilities for monetary reasons.
10. Pet owners are required to maintain them in a clean, safe and quiet manner. If a pet is annoying a resident in any way, you are strongly urged to first talk to the pet owner yourself. Everyone benefits if you talk your problems over first with your neighbors. Please work with the neighbor to resolve your differences. If the problem still persists, the Board will process written complaints. If the complaint is found to be valid, appropriate action will be taken by the Board.
11. Balconies may not be used as a latrine for dogs.

12. Any Unit Owners/Investors who have been found to have been guilty of more than two (2) violations of the above rules, shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter the Board of Directors, after consideration of the facts and circumstances, may elect to order the Unit Owners to have the pet removed permanently from the Property upon thirty (30) days written notice to the Unit Owner from the Board of Directors, or its duly authorized agents. The Board of Director's decision is final and binding.

MOTOR VEHICLES, MOTORBIKES, MOTORCYCLES, BIKES, ELECTRIC VEHICLES

1. Unit Owners and renters are permitted to park the following vehicles on those portions of the Common Elements so designated (hereinafter referred to as "Permitted Vehicles"):

2. Passenger type vehicles used solely for the use of transporting people that are currently registered and licensed.

3. Motorbikes/Motorcycles that are currently registered and licensed to be ridden on Illinois roads and highways.

4. Emergency vehicles used for the health, life and safety for resident families.

5. Parking of motorcycles, other motorized vehicles or bicycles on the patio or balcony is strictly prohibited.

6. Bicycles must be stored in the first-floor bicycle storage area. Bicycles **MUST** be taken in and out of the **south building entrance**, never through the main lobby. Your front door lobby key will also open the south and east doors of the building. Please make sure these doors are firmly closed and locked when you exit.

NON-PERMITTED VEHICLES:

1. No trucks, campers, boat trailers, recreational vehicles, dirt bikes, ATVs, U-Hauls or related equipment shall be allowed on the Common Elements, or any others than those specified above as Permitted Vehicles.

2. **ANY VEHICLES WITHOUT CURRENT STATE LICENSE PLATES AND APPROPRIATE MUNICIPAL STICKERS OR COUNTY VEHICLE STICKERS ARE NON-PERMITTED VEHICLES. THERE ARE NO EXCEPTIONS TO THIS RULE.**

3. **Any non-permitted vehicles that are not removed from the Common Areas will be towed at the vehicle owner's expense.**

4. Vehicles shall be considered abandoned (and the Association may remove the vehicle without notice to the owner thereof at vehicle owner's sole expense) if any of the following items are applicable:
   a. It is in a state of disrepair rendering it incapable of being driven in its present condition.
   b. It has not been used or moved for thirty (30) consecutive days and is apparently deserted. If you are going to be on vacation for more than 30 days, notify the property manager.
   c. It does not have a current, valid license plate and registration.

USE OF PARKING LOT

1. Only two (2) vehicles are permitted per unit (one per adult living in the unit). Any additional vehicles to be parked on the Common Elements, must be approved by the Board. One vehicle can be parked in the garage space, the second vehicle must be parked in the lots closer to the street, **not in the 4 spaces by the building.**

2. Parking in the four spaces by the building is for use only by residents/visitors; no contractors or vendors are to park there. Any resident or visitor parking by the building is permitted to park there for a total of 48 hours a week (2 overnights) and then must move to the area by the street. For those residents who have two or more cars, the 4 spaces up front are not your private parking spaces. This mandate is a courtesy to give other residents/visitors a chance to park closer to the building and use those spaces for short-term parking. It is also to give residents/visitors with limited mobility the opportunity to access the building more comfortably.

3. All vehicle parking is restricted to the areas allocated and guided by the posted signs. There shall be no parking or routes of passage across any other portions of the Common Elements, including all turf areas and sidewalks.

4. No vehicle shall be parked, maintained, or stored so as to obstruct passage of other vehicles or emergency vehicles on the Common Elements.

5. Any **vehicle** that is parked, maintained or stored on a Common Element other than a garage or outdoor parking space as permitted, **may be removed** by the Association or any local authority **without notice** to the vehicle owner and at the vehicle owner's sole expense. Parking, maintenance or storage of Non-Permitted Vehicles, on any portion of the Common Elements, including driveways, is expressly prohibited.

6. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to and egress from any street, parking lot, parking spaces, carports, building or Common Elements. Any vehicle that is parked, maintained or stored in violation of this paragraph, is considered to be interfering with ingress to and egress from a unit for emergency purposes, or for the protection, health, safety, comfort and welfare of the respective guests, household help and other authorized individuals, and such **vehicle may be removed** by the Association **without notice** to the owner of said vehicle and at the vehicle owner's sole expense.

GARAGES

1. Personal items may not be stored in garages, except for a grocery cart/wagon and a container of windshield washer fluid.

2. Every unit has a storage cage on the first floor that can be locked. Please use that for storage of your personal items. Annual inspection of garages shall take place on or about May 1st of each year. Violations are subject to the fines defined above.

3. Please note the carports adjoining the building are private, as they are deeded to specific Unit Owners.

4. No garage should be used for commercial or business use. Unit Owners and renters are prohibited from using garages for the repair of vehicles other than their own personal vehicle.

ELECTRIC VEHICLES/CHARGING STATIONS

1. The Association must allow installation of an EV charging system in Unit Owner/Investor's parking space, limited common element parking space, or designated parking space**. If installed, it is the Unit Owner/ Investor's property and does not become a part of the common elements.** Installation, maintenance, repair, replacement and removal are the sole responsibility of the Unit Owner/Investor and the subsequent Unit Owners/Investors. The Association bears no responsibility, financial or otherwise, for any EV station installed on the property.

2. **The EV charging system shall meet applicable health and safety standards and requirements imposed by state and local authorities and all other applicable zoning, land use, or other ordinances or land use permits. Always check with local ordinances to see if they require a permit.**

3. The Association will use the same process it uses for requesting and approving other exterior and common area modifications. Per law, if the board does not issue a denial within 60 days of receipt of the request, it is deemed approved, unless the delay is caused by a request for additional information from the Unit Owner/ Investor.

4. In the instance that the vehicle owner is charging their vehicle without installing an EV station, where it is plugged into a standard outlet, with a 110-volt compatible charger, the Association will impose a yearly charge, computed based on industry standards, how often the car is charged and at the discretion of the Board. The Board will use reasonable discretion in determining the charge; this charge is subject to change based on continued use and the cost of electricity.

For Unit Owners/Investors wishing to install an electric vehicle charging station, the following will be required:

1. Electric vehicle charging stations MUST BE TO CODE and installed by a licensed contractor. The contractor must present a COI (certificate of insurance) and proof of license prior to installation.

2. The request must include the vendor name, specific drawings, how and where it will be installed, contractor/electrician information including a copy of the permit and licensing and COI. No work may commence until the Board has provided written approval. Upon completion of the work, the Village of Libertyville will do an inspection.

If the electric vehicle charging system is to be placed in a common area or exclusive use common area, as designated by the Association, the following applies:

1. The Unit Owner/Investor shall first obtain prior written approval from the Association to install the electric vehicle charging system and the Association shall approve the installation if the Unit Owner/Investor agrees, in writing, to:
    a. comply with the Association's architectural standards or other reasonable conditions and restrictions for the installation of the electric vehicle charging system;
    b. engage a licensed and insured electrical contractor to install the electric vehicle charging system. The electrical contractor shall name the Association, its officers, directors, and agents as additional insured and shall provide a certificate of insurance to the Association evidencing such additional insured status;
    c. within 14 days after approval, provide a certificate of insurance that names the Association, its officers, directors, and agents as an additional insured party under the Unit Owner/Investor's insurance policy;
    d. pay for both the costs associated with the installation of and the electricity usage associated with the electric vehicle charging system; and

e. be responsible for damage to the common elements or common areas or other units resulting from the installation, use, and removal of the electric vehicle charging system;

2. The Unit Owner/Investor, and each successive Unit Owner/Investor of the electric vehicle charging system, is responsible for:
   a. costs for damage to the electric vehicle charging system, common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the electric vehicle charging system;
   b. costs for the maintenance, repair, and replacement of the electric vehicle charging system until it has been removed, and for the restoration of the common area after removal;
   c. costs of electricity associated with the charging system, which shall be based on:
      i. an embedded submetering device; or
      ii. a reasonable calculation of cost, based on the average miles driven, efficiency of the electric vehicle calculated by the United States Environmental Protection Agency, and the cost of electricity for the common area; and
   d. disclosing to a prospective buyer the existence of any electric vehicle charging system of the Unit Owner/Investor and the related responsibilities of the Unit Owner/Investor under this Section.
3. The purpose of the costs under paragraph (2) is for the reasonable reimbursement of electricity usage and shall not be set to deliberately exceed the reasonable reimbursement.
4. The Unit Owner/Investor of the electric vehicle charging system, whether the electric vehicle charging system is located within the common area or exclusive use common area, shall, at all times maintain a liability coverage policy. The Unit Owner/Investor that submitted the application to install the electric vehicle charging system shall provide the Association with the corresponding certificate of insurance within 14 days after approval of the application. The Unit Owner/Investor, and each successive Unit Owner/Investor, shall provide the Association with the certificate of insurance annually thereafter.

ELECTRIC BIKES

E-bikes are classified into three categories in the United States based on their power output:

Class 1 e-bikes have a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bike reaches 20 mph.

Class 2 e-bikes have a motor that can be used to propel the bike without pedaling and that ceases to provide assistance when the bike reaches 20 mph.

Class 3 e-bikes have a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bike reaches 28 mph.

Before purchasing your e-bike, or any other lithium battery vehicle, please ensure that it is UL 2271 certified. This can be found in the manual or on the battery itself. UL certified tests the battery for short circuiting and overcharging, which can lead to overheating and potential fire hazard.

1. **Residents operating e-bikes on our premises will always:**
    a. Advise the property manager you will be housing an e-bike in the bike room.
    b. Follow the manufacturer's instructions for charging and storage.
    c. **Use the correct battery, cord, and power adapter**.
    d. Plug directly into a wall electrical outlet for charging.
    e. Keep batteries and devices at room temperature.
    f. Store and/or charge batteries away from anything flammable.
    g. Keep away from heat sources.
    h. Take unused batteries to Battery Recycling Centers, and not store obsolete batteries on our premises.
    i. Regularly maintain the e-bike and have the e-bike inspected by a bicycle shop annually.
    j. **Do not leave your bike plugged in overnight or when you are not home.**
    k. If the battery emits an odor or burning smell, discontinue use immediately.

2. **Residents operating e-bikes on our premises never:**
    1. Use aftermarket (or generic) batteries or chargers. This is strictly enforced; failure to use the correct battery has been known to cause fires.
    2. Plug into a power strip or overload an outlet when charging an e-bike.
    3. **Overcharge or leave battery charging overnight.**
    4. Charge a battery or device under a pillow, on a bed, or near a couch.
    5. **Leave e-bikes unattended while charging.**
    6. Block a primary way in or out of a room/space.
    7. **Place batteries in the trash or recycling bin.**
    8. Alter the electric system and batteries of the e-bike.

3. **E-Bike Safety and Usage Guidelines:**
    a. E-bikes must be ridden responsibly and courteously on building premises.
    b. Strict adherence to applicable laws and speed limits regarding e-bike use is required.
    c. Safety gear use, including helmets and lights, is strongly encouraged.

4. **Compliance and Enforcement**
    a. Proper use of equipment must be used; failure will result in violations and fines.
    b. Non-compliance will result in warnings and potential penalties.

5. **Policy Amendments**
    a. The policy may be amended to reflect technological advancements and community needs.
    b. All amendments will be promptly communicated to residents.

This policy applies to all residents and visitors of Adler Park. Compliance is mandatory for all e-bike users on the premises.

SNOW REMOVAL

Every possible effort to clear the parking areas and sidewalks of snow shall be made by the Association. The Board shall further advise residents of snow removal procedures. Unit Owners/Investors/renters should make every effort to use their garages if heavy snow (over 2 inches) to allow proper clearing of parking areas.

RULES RELATED TO LESEES, RENTERS AND NON-RESIDENT UNIT OWNERS/INVESTORS

1. All Unit Owners/Investors who do not reside in a unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work, as well as the names and phone numbers of all those *who* reside in the Unit. Any expenses the Board incurs in locating a Unit Owner/Investor who fails to provide such information, shall be charged and assessed to that Unit Owner/Investor. *Unless otherwise provided by law, any Unit Owner/Investor who fails to provide such information at any address other than the address of the unit and the Board shall not be libel for any loss, damage, injury or prejudice to the rights of said Unit Owner/Investor caused by any delays in receiving notice.*

2. No Unit Owner/Investor may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of not less than one (1) year, unless the Board consents in writing to the contrary. Month-to-month leases are strictly prohibited.

3. Adler Park West does not allow the use of any units as Airbnb or Vrbo; no short-term rentals. No exceptions allowed.

4. Every lease shall be in writing and shall contain a provision that it is subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.

5. **Each Unit Owner/Investor shall be responsible for providing their renters with copies of the Declaration, By-Laws and Rules and Regulations of the Association.** In addition, the Association shall be given a copy of every lease of any unit on the property not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. Any expenses incurred by the Association in obtaining these documents shall be charged to the responsible Unit Owner/Investor.

PROCEDURE OF MOVE-IN, OR MOVE-OUT IS AS FOLLOWS:

1. The property manager must be notified five (5) days or more prior to move. The Unit Owner/Investor will be provided with Adler Park West move-in/move-out rules and regulations.

2. Damages caused to Common Elements as a result of a move will be charged to the responsible Unit Owner/Investor.

3. In the event that a Unit Owner/Investor does not notify the Board of the moving-in or out of a Unit, the Unit Owner/Investor shall pay all costs incurred by the Association, including management cost, for inspection of the Common Elements to determine damage during the move.

4. For security reasons, any suspicious move-in or move-out observed which appears to have not been cleared through the Board should be reported to the Board.

In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a renter, the Board, in its discretion, shall determine what action or actions are necessary against the Unit Owner/Investor or renter, as the case may be.

All costs and expenses incurred by the Board in connection with any violations under these Rules and Regulations shall be assessed to the Unit Owner/Investor involved as part of this Common Expense.

PROCEDURES FOR THE SALE/LEASE/RENEWAL ANO OCCUPANCY OF UNITS

1. Maximum Occupancy: A Unit may not be occupied by more than five (5) people, consisting of no more than two (2) adults unless such adults are related. An adult shall be defined as a person 18 years or older.
2. In the event of any sale or other transfer of the property, the following procedures must be complied with prior to any new occupancy:
   a. Unit Owner/Investor must contact the property manager prior to sale.
   b. Shall obtain a Sale packet containing documents which must be completed, signed and returned, *to* include but not limited to, a copy of the sales agreement, credit and character information, etc. The **completed** packet must be returned to the property manager for distribution to the Board.
   c. Must provide a deposit of $500.00 to the Association prior to any move-in or move-out to cover possible damage caused during the move. Of the $500 deposit, a security fee of $125 will be non-refundable for four hours of move time. Additional time is billed at $25/hour and will be deducted from the $500 deposit. The remaining balance thereof, if any, shall be returned *to* the Unit Owner/Investor after inspection of the Common Elements by the Association, such inspection *to be* performed promptly after the *move.*

PROPERTY MANAGER

1. Upon receipt of the packet, the property manager must review the information contained therein and within seven (7) days thereafter and advise the Unit Owner/Investor of their decision.
2. Upon approval of the sale by the property manager, an assessment letter will be sent.
3. No Unit Owner/Investor or renter shall **move in/out** of a Unit without notifying the property manager 5 days in advance.
4. The Unit Owner/Investor and renter are jointly responsible for seeing that their guests comply with all Rules and Regulations of the Association.

Veronica Goodrich/Mperial Asset Management, LLC
ADLER PARK WEST CONDOMINIUM ASSOCIATION
110 N Brockway St, Suite 320 Palatine, IL 60067
224-577-5457 adlerparkwestca@gmail.com

Please sign and date this document which will indicate that you have read and understood the rules and regulations as outlined.

Email the signature sheet to Mperial Asset Management at adlerparkwestca@gmail.com or mail it to our Palatine address above.

This document must be signed by all Unit Owners/Investors or renters (all adults over 18 years) including significant others and boarders.

The Rules and Regulations are effective commencing October 1, 2024, and supersede the previous Rules and Regulations dated 2000.

OWNER NAME _____ **DATE** _____

CELL PHONE _____ **WORK PHONE** _____

RENTER NAME _____ **DATE** _____

CELL PHONE _____ **WORK PHONE** _____

ADDITIONAL ADULT NAME _____ **DATE** _____

CELL PHONE _____ **WORK PHONE** _____

ADDITIONAL ADULT NAME _____ **DATE** _____

CELL PHONE _____ **WORK PHONE** _____