

Lake Center Place Condominium Association

Rules and Regulations

2008

Section 1

Use for Residential Purposes

- 1.1 Each Condominium Unit will be occupied and used by its respective Unit owner(s) as a private residential dwelling only, for such Owners, their families, tenants and social guests, and for no other purpose whatsoever.
- 1.2 No Unit owner may lease less than the entire Unit nor may the Unit be leased for transient or hotel purposes. No unit shall be leased for a term fewer than three (3) months, as provided in Section 3.10 of the Lake Center Place Condominiums Declaration of Condominium Ownership (the "Declaration") See, Section 3.19 of the Declaration for other leasing restrictions and provisions.
- 1.3 No immoral, improper, or unlawful use will be conducted in any Unit that would interfere with the rights, comfort, or convenience of another Unit or Units, and nothing shall be done in a Unit that may be or become a significant annoyance or nuisance to others.
- 1.4 Permanent Real Estate Index Numbers (PIN) of each Unit and deeded parking space and storage space, where applicable must be on file in the Association records. Owners are required to advise Management or Board of the PIN's.
- 1.5 Unit doors, opening onto the public halls, and building entry doors will be kept closed at all times, except for ingress and egress.
- 1.6 See Article III of the Declaration as to the Covenants and Restrictions as to Use and Maintenance of the Units and the Common Elements.

SECTION 2

Assessment Payments

- 2.1 Assessment payments are due on or before the first day of each month made payable to The Lake Center Place Condominium Association.
- 2.2 Assessment checks may be mailed to the Management Company. In case of emergencies only the payment may be hand delivered to the Management Company and owner must request a receipt at the time of delivery.
- 2.3 If payment is not received by 5:00 p.m. on the fifteenth day of the month, a late fee of \$25 will automatically be applied to the Unit Owner's account.
- 2.4 Owners may pre-pay assessments by contacting the Management Company.
- 2.5 Management, with Board approval, may send by U.S. Mail or hand deliver, a Notice of Intent to File a Lien to all Unit Owner's delinquent more than thirty (30) days, stating that if the account is not paid in full within ten (10) days, the account will be accelerated and the fiscal year's assessment for that Unit will be declared due and payable and the account will be forwarded to the Association's attorney for collection.
- 2.6 Any legal costs associated with the collection of Condominium fees, assessments or rules violation charges will be the responsibility of the Unit Owner. The attorney will inform the delinquent Unit Owner of the intent to file lien setting

forth the amount delinquent, late charges, costs, attorney's fees, as well as other charges, to be pursued and advising that a lien will be placed against the property if not paid within ten (10 days).

SECTION 3

Transit Areas to Remain Unobstructed

- 3.1 Vestibules, halls, stairways, elevators and other Condominium areas and facilities of a similar nature must remain unobstructed, and will be used only for the purpose of normal transit. See Appearance of the Building and Common Elements, Section 18.
- 3.2 Lobbies, vestibules, hallways, stairways, elevators and other Condominium areas and facilities of a similar nature will not be used for personal storage including but not limited to, doormats, strollers, shoes, or other personal belongings.
- 3.3 Residents, guests and invitees will not be permitted to run, loiter or play in the lobbies, vestibules, hallways, stairways, elevators, driveways, parking lots or garages or/and other Condominium areas or facilities of a similar nature. Specifically prohibited inside the building are skateboarding, roller-skating, bike riding and throwing balls or other objects, or similar activities. Prohibited outside the building on Condominium properties including but not limited to skateboarding, bike riding, roller skates or blades, and throwing balls or other objects. Residents are responsible for their guests and invitees. Specifically, Residents and Unit Owners will be jointly and separately responsible for any damage caused by themselves, their guests, residents, tenants, or invitees that occurs to the Common Element areas or facilities of a similar nature that result from any of the prohibited activities contained in this section.
- 3.4 Residents cannot use the lobby when entering or exiting with bicycles. No bicycles are permitted through the front entry door. No bicycle storage on balconies. Violators are subject to assessment fines following notice and an opportunity for a hearing.
- 3.5 Smoking is not permitted in any Common Element areas, including elevators, stairwells, garages, hallways or lobbies, or at the bottom of the stairwells holding door open at any time. State of Illinois smoking ban Provisions shall also be observed throughout the building.

SECTION 4

Posting of Signs

- 4.1 No notice, sign of any matter whatsoever will be posted in any lobby, vestibule, hallway, stairway, elevator or other Condominium area, without prior written approval of the Board of Directors or Management Company. No signs of any kind will be placed in or on windows, doors, balconies, facades, or other exterior surfaces or grounds of the building or property without similar prior approval.
- 4.2 "For Sale" and "For Rent" signs for the sale or rental of Units are only allowed on the Association bulletin boards.
- 4.3 "Open House" signs will be allowed on the day of the event only. Signs must be posted/removed within one (1) hour of the posted times of the open house.

- 4.4 “Home Sale”, “Estate Sale”, or other such signs are not permitted. See Security, Section 8 for more information about holding a garage sale or estate sale.
- 4.5 Bulletin board restricted to informative notices pertaining to Residents or board approved items only. The Board of Directors will have sole determination on whether any item posted must be removed.
- 4.6 Ads for all items listed for sale must be submitted for Board approval. (Check bulletin board for contact information)

SECTION 5

Fire Hazards

- 5.1 Unit Owners and Residents will not permit or allow any item that would increase the rate of fire insurance on the Unit or the property as a whole to include store rooms or garage area.
- 5.2 Each unit owner is responsible for maintaining working smoke detectors and carbon monoxide detectors in their units per state law.

SECTION 6

Noise Level and Odors

- 6.1 Residents will exercise extreme care about making noises or playing music at a level sufficient to be heard or felt in another Unit. No Resident will play or allow to be played any musical instruments, radios, television, phonograph or the like at a noise level which may or will disturb or annoy any other Resident. Garbage chutes may not be used between the hours of 10:00 p.m. and 7:00 a.m. Disturbances by unruly Residents or guests may result in the assessment of a fine or other legal action as determined by the Board of Directors against the Unit Owner determined to be responsible for the disturbance.
- 6.2 Each Unit Owner is responsible for the actions of his/her/their tenants, guests, invitees and pets.
- 6.3 Any construction (such as allowed within the rules set forth in the declaration of the Condominium Ownership), which could cause a disturbing noise, must be carried out between the hours of 8:00 a.m. and 6:00 p.m. on weekdays, 9:00 a.m. to 6 p.m. on weekends.
- 6.4 Residents are required to keep the odor of cooking in the halls down by turning on the exhaust fans in each Unit’s kitchen.

SECTION 7

Garbage Removal and Discarded Household Items

- 7.1 All garbage will be disposed of in a sanitary manner in the facilities provided in the Condominium complex. Only garbage and refuse that are properly wrapped in garbage bags and tied may be placed in the garbage chute. No liquid of any kind may be disposed of in the garbage chute. Materials that are too large for the garbage chute should be placed in the dumpster located in the garbage room at the back of the building on the ground floor... Large bags that may become stuck or lodged in the Garbage chute should be taken down and placed in the dumpster. All boxes must be flattened and placed in the re-cyable dumpster. No garbage or

refuse will be left in the common area, boiler room or outside the building. All food products must be bagged including pizza boxes. Violators are subject to assessment of fines.

- 7.2 Residents are prohibited from discarding any material in the trash chute that could or may be hazardous to any person or property, or from discarding any material in violation of any Federal or State environmental regulation. In addition to any fine assessed against a Unit Owner pursuant to Section 27, the responsible Unit Owner will be liable for any and all damages and costs resulting from a violation of this section 7.2.
- 7.3 Garbage chutes may not be used between the hours of 10:00 p.m. and 7:00 a.m.
- 7.4 Disposal of large items, such as carpeting, appliances or furniture, requires special arrangements. Unit Owners must make appropriate removal arrangements with their delivery company to haul away the discarded item(s) or contact the Property Management to make arrangements with waste hauler for removal and Unit Owner will be liable for any additional charge made by waste hauler for the removal. Charges will be assessed directly to the Owner's assessment account. Inform management 48 hours in advance of moving these items so that the elevator can be padded. Refer to section 17 Moving or Deliveries.
- 7.5 No large holiday decorations (such as Christmas trees) may be discarded in the dumpster or in the common elements. Refer to Section 19, Seasonal Decorations.
- 7.6 Recycling bins are provided and labeled. The waste hauler provides information on how items should be packaged and whether they may be co-mingled. All containers, such as aluminum cans, must be rinsed thoroughly before being placed in the recycling bin. Deposit only indicated items in the recycling bins.
- 7.7 Littering is prohibited anywhere in the building or on the property.

SECTION 8

Security

- 8.1 Residents and unit owners are required to secure entrance doors when entering and exiting the Condominium complex. Residents are requested and required to notify Property Management immediately if any lock or door does not properly function.
- 8.2 Residents must not permit non-resident solicitors, regardless of their ages, thus enabling them to enter the building unattended and giving them access to all Units. If Residents wish to patronize solicitors, the Residents must meet them at the lobby door and escort them to the exit when their business is completed.
- 8.3 Residents must never prop open any locked exterior door.
- 8.4 Garage Sales or Estate Sales will not be allowed on the premises.
- 8.5 When exiting the garage area, Residents should wait to ascertain that the overhead garage door has closed completely before driving away.

SECTION 9

Damage to Common Elements

- 9.1 All damage to common elements caused by any Unit Owner or his/her/their tenant, guest or pet will be the responsibility of and will be paid for by the Unit Owner. The Board of Directors and/or the Management is specifically authorized

to assess the responsible Unit Owner for the costs of repairing any damage to the Common Elements, and any such assessment will be a lien on the responsible Owner's Unit.

- 9.2 Any defacing or deliberate damage to the Building or Common Elements is prohibited. Any such damage shall be promptly repaired at the expense of the responsible Unit Owner. See Section 3.10 of the Declaration for more specific provisions concerning a negligent Unit Owner's liability for acts of or the negligence or willful acts or omissions of a Unit Owner, family member, pet, guest, or other occupants or invitee of the Unit Owner.

SECTION 10

Keeping of Pets

10.1 All residents having dogs must attend a mandatory orientation prior to moving in where the dog will be weighed. At this meeting the owner must provide all documentation of current vaccinations. The rules and regulations pertaining to the responsibility of the dog owner will be reviewed. The cost of the orientation is \$100.00 (non-refundable) and is due in the form of a bank or cashier's check made out to Lake Center Place Condo Association and will be applied towards the \$500.00 fee stated in Par. 10.3

10.21 pets must be registered with the Association using the Information Sheet provided. (Exhibit E)

No attack dogs, or dogs of a vicious nature or temperament are permitted, including but not limited to Pit Bulls, American Pit Bull Terriers,

Staffordshire Terriers, German Shepards, Dobermans and other Bull Terriers.

All pets will have all licenses and vaccinations as required by law, and will also meet all other requirements of the State of Illinois and County and local statutes and regulations. Proof of such licenses and vaccinations will be furnished to Management when pets take up residence at The Lake Center Place and will be periodically updated to assure compliance with the requirements of the law.

Certified "service" or "assistance" dogs will be exempt from the provisions of this Section 10, as determined by Management and/or Board, and as required by law, but, such pets, must comply with all licensing, vaccination, behavior and conduct requirements.

No owner shall keep more than two (2) pets per unit. They may comprise of no more than one (1) dog and/or two (2) cats in any Unit. No dog at maturity shall have a height of more than 14 inches at the center of its back, measured from the floor while the dog is standing, and no dog shall exceed a weight limit of 20 lbs. is permitted.

Any allowable pet is required to be leashed when the pet is in any common area. Dogs are not permitted to utilize any landscaped areas for the purposes of elimination, either urine or waste. If it occurs, it is the pet owner's responsibility to remove pet waste and dispose of the waste in the proper manner. Failing to keep the common areas free of pet urine or waste is a violation of these rules and regulations and each Resident determined to have violated this provision is subject to a fine. All pet litter must be hand carried to the dumpster for disposal and not placed in the garbage chute. Pet owners will be held responsible for damage to the common elements caused by their pets.

Owners are also subject to Village Ordinances regarding responsibilities for pet cleanup on public property.

Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property. All applicable legal fees will be charged to the Unit Owner on successful removal of the pet.

Owners are permitted to take their pets in the elevator, subject to the following restrictions:

- (a) There may only be one owner with pets in the elevator at any given time;
 - (b) If requested, owners/ residents are given priority over pets when space is limited in the elevator; and
 - (c) The pet may not use the elevator if another person requests that the pet not be permitted in the elevator while that person is on the elevator.
- Any pet owner who violates the above rules may lose their privilege to allow their pet on the elevator. In the sole determination of the Board, any pet who becomes excited or cannot refrain from defecating or urinating on the elevator will not be allowed to use the elevator.

10.3 All occupants with pets will be required to place a \$500.00 (non-refundable) pet deposit with the Management Company upon occupancy. Any violations or damage will be billed to the pet owner.

SECTION 11

Maintenance and Repair

11.1 The owner of the unit will be responsible for obtaining any required building permits for renovations to the unit from the Village of Grayslake.

11.2. As generally provided in Article III of the Declaration, each Unit Owner will promptly perform all maintenance repair work within his/her/their Unit. Each Unit Owner will be responsible for all damage and liabilities that any failure to maintain or repair their Unit may cause to the Unit, common area or other Units. Entrance doors must match existing Unit doors, and must be fire rated in accordance with the Village of Grayslake building and fire codes. All windows and balcony doors must match on the exterior side. See Appearance of Building and Common Elements, Section 18.

11.3 Any remodeling within a Unit or Limited Common Element must be reported to the Board at least fifteen (15) days in advance of commencement of the work using an Alteration and Additions Application (Exhibit A). In an emergency situation Management must be contacted immediately.

11.4 Unit Owner may **NOT** shut off the water supply, except in an emergency, without first notifying the Board or Management and having appropriate notice posted at least 24 hours in advance for other Owners.

11.5 Separate arrangements must be made by the Unit Owner, at the Owners expense, for any disposal of all remodeling or construction debris. The Association's dumpster may not be used for such debris.

11.6 Nothing shall be done in any Unit or the common areas which may impair the structural integrity of the building or which may structurally change the building. Nothing may be removed or changed in the common areas without prior written consent of the Board of Directors.

11.7 Each Unit Owner or Resident will promptly report any defects that may potentially damage other Units and/or common areas. Failure to do so may result in the homeowner being responsible for any damage as a result.

11.8 For any and all construction, remodeling or other alterations to the Unit, a Certificate of Insurance for all contractors must be provided to the Association prior to the commencement of any such work in the unit. The Certificate of Insurance shall name the Association as additional insured under all policies.

11.9 Any and all contractors must be licensed and bonded.

SECTION 12

Garage

- 12.1 Because of the danger of carbon monoxide poisoning, vehicles are not permitted to be warmed up inside the garage.
- 12.2 Residents are required to properly clean up oil spills and radiator spills promptly and the vehicle is to be repaired promptly to avoid recurrence. If not cleaned within forty eight (48) hours of notification by the management company, then management will clean the spill and charge the cost of the cleanup to the owner.
- 12.3 Door opener transmitters are the property of the Owner of the related parking space. Operational problems with the functioning of the automatic doors should be reported immediately to Management.
- 12.4 No hazardous materials may be stored in the garage area. See Section 5, Fire Hazards. No storage of any hazardous materials is permitted in the garage or garage area.
- 12.5 Repairs of vehicles in the garage area or anywhere on the common elements are prohibited.
- 12.6 No alterations may be made to garage doors.
- 12.7 Parking spaces may be occupied by only one (1) motor vehicle.
- 12.8 Smoking is not permitted in the garage area.

SECTION 13

Traffic and Parking Regulations

- 13.1 Parking spaces located on general common areas are reserved for the use of The Lake Center Place Unit owners and the guests of The Lake Center Place Unit owners, and their guests and invitees.
- 13.2 Vehicles may be parked only in designated parking spaces and parking areas. Residents may use the rear parking area and garage at any time; the front parking lot may be used by residents and guests between the hours of 8:00 PM and 6:00 AM only. Vehicles which are inoperable or abandoned may be removed at their owner's expense by the Board. Vehicles will be stickered and notification sent prior to being removed within 5 days of notification being placed on vehicle.
- 13.3 Only one (1) vehicle may be parked in a parking space or parking stall.
- 13.4 Vehicles may not be parked in fire lanes, or so as to occupy more than one (1) parking space, or so as to block any sidewalk, or so as to block any other vehicle parked in conformance with this resolution, so as to prevent ingress or egress of any other vehicle to adjacent parking spaces, garages or a street.
- 13.5 All vehicles must comply with "No Parking" areas as posted or designated as a fire lane (typically designated by a yellow curb).

- 13.6 Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks.
- 13.7 Major repairs to vehicles, including but not limited to painting and the drainage of automobile fluids, are not permitted.
- 13.8 No signs, initials, numbers, or alterations to parking spaces may be painted or displayed.
- 13.9 No storage containers or other additions or alterations may be erected by any owner or resident.
- 13.10 No vehicle other than a vehicle clearly indicated as operated by or for a handicapped person may be parked in any space reserved for handicapped parking.
- 13.11 Horns are to be used only when necessary for the safe operation of vehicles.
- 13.12 Washing of vehicles is allowed in the rear parking lot area only with a bucket. Waxing of vehicles is also allowed. Owners are responsible for cleaning up the area around the washed or waxed vehicle once they are finished. Any costs incurred by the Association to clean up after an owner washes or waxes their vehicle will be charged back to that owner accordingly."
- 13.13 PROHIBITED VEHICLES: The vehicle type described in this section may not be parked or stored in open or closed common area parking spaces, except in areas, if any, designated for such purpose by The Lake Center Place Condominium Association Board of Directors.
Prohibited vehicles include:
 - a) Any boat, trailer, or other type of trailer whatsoever.
 - b) Any motor home or self-contained camper;
 - c) Any camper slip on where the back of the camper is higher than the roof line of the cab of the truck;
 - d) Any mobile home, trailer, or fifth wheel vehicle;
 - e) Any pop-up camper/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance.
 - f) Any other vehicle not defined above which is not normally or regularly used for daily transportation, including dune buggies, all terrain vehicles, non-recreational automobile collections or other automotive equipment not licensed for use on the highways of Illinois;
 - g) Any vehicle with commercial signs, advertising or visible commercial equipment must be approved by the Board of Directors or the Management Company; except that such vehicles may be temporarily parked in the case of a vendor or contractor providing commercial services to the Lake Center Place Condominium Association property owner. Such vehicles may not be parked overnight;
 - h) Private or public school or church buses;
 - i) Any truck of more than two-and-one-half (2-1/2) tons empty weight (E.W.), irrespective of whether or not such vehicle otherwise complies with the provision of this article,
 - j) Any vehicle longer than 20 feet or wider than 8 feet, irrespective of whether or not it otherwise complies with the provisions of this article.
- 13.14 All vehicles must conform to the State of Illinois codes, ordinances, and statutes.
- 13.15 No junk vehicle shall be parked in a Lake Center Place parking space at any time. For this purpose, a junk vehicle is defined as a vehicle which is missing any essential parts, such as, but not limited to, tires, wheels, engine, breaks, windows,

- lights and lenses, exhaust system, etc., that are necessary for legal operation of the vehicle on public streets.
- 13.16 No derelict vehicle shall be parked in a Lake Center Place parking space at any time. For this purpose, a derelict vehicle shall be a vehicle which is defined by the Illinois Code as an abandoned vehicle
 - 13.17 All vehicles must be kept in proper working condition so as not to be a hazard or a nuisance by noise, exhaust emission, or otherwise.
 - 13.18 No vehicle shall be parked with "For Sale" signs except for those attached to the interiors of not more than two (2) side rear windows.
 - 13.19 ENFORCEMENT: Any vehicle parked in The Lake Center Place common parking area, which does not conform to the stipulations of this regulation, will be subject to towing at the complete expense and risk of the owner of the offending vehicle.
 - 13.20 Each owner vehicle must be registered with the Board of Directors/Management service.
 - 13.21 Any vehicles parked in prohibited areas or parked in violation of the Association's Rules and Regulations will be towed away at Owner's expense. Only one (1) warning will be given in the form of a sticker placed on vehicle.
 - 13.22 Any member of the Board of Directors or Management may initiate vehicle towing.
 - 13.23 Any vehicle parked in a designated fire lane or illegally parked in a reserved inside spot will be subject to immediate towing.
 - 13.24 Any vehicle parked so as to block another vehicle, or so as to block a sidewalk, or to prevent ingress or egress from or to adjacent parking spaces, parking areas, or a street will be subject to immediate towing.
 - 13.25 Any vehicle parked in a "No Parking" area will be subject to immediate towing.
 - 13.26 Those parties empowered to initiate towing shall have discretionary authority to issue a warning notice to any vehicle that is in violation of provisions of this resolution, which authorize immediate towing of a vehicle. A notification of intent to tow shall be placed on a vehicle, which is in violation of the provisions of this resolution. Any vehicle given such notice shall be subject to towing provisions of this resolution at the owner's risk and expense seventy-two (72) hours from the hour such vehicle is served with a notice, except that any vehicle previously served such notice for violation of any provision of this resolution shall be subject to immediate towing without further notice for a repetition of the same violation. The Lake Center Place Condominium Association shall retain a copy of the notice.
 - 13.27 Any vehicle deemed to be derelict or a nuisance will be subject to towing seventy-two (72) hours from the hour the subject vehicle is served with a warning notice for a first offense, and will be subject to immediate towing without warning notice for any second offense of the same type.
 - 13.28 Any prohibited vehicle will be subject to towing seventy-two (72) hours from the hour such vehicle is served with a notice for the first offense, and will be subject to immediate towing without notice for any second offence of the same type.
 - 13.29 The Lake Center Place Condominium Association shall engage an authorized towing agent. The authorized towing agent shall be properly insured and bonded. Other towing companies shall not be used. If a towing company other than the authorized agent is used, it shall be at the complete risk of the initiator of the tow.

SECTION 14

Safety

- 14.1 NO Unit Owner or Resident will overload the electrical wiring in the building or operate any machines, appliances, radio transmitting equipment or accessories in such a manner as to cause an unreasonable disturbance to others. Residents are prohibited from connecting machines, appliances, accessories or equipment to the heating or plumbing system without prior written consent of Management or the Board.
- 14.2 Residents are prohibited from storing combustible substances (such as paint thinners, naphtha, gasoline, oil paint, propane, etc.) in the Unit or storage rooms. See Fire Hazards, Section 5.
- 14.3 Residents are prohibited from going to the roof of the building, or providing access to the roof to any contractor or other party, without the prior approval of Management or the Board of Directors.
- 14.4 Residents are prohibited from making unauthorized repairs or adjustments to the heating/cooling system, including the thermostats. Any difficulties should be reported to the Management Company.
- 14.5 Residents are required to make certain that all electrical equipment is properly wired and plugged into sockets. Residents are asked to disconnect television sets and other appliances connected to wall sockets if the Resident intends to be away for an extended period of time. Residents are advised that dishwasher, ice maker, washing machine and air conditioner flooding, may be avoided by closing the valve on the water pipe under the sink before leaving for extended periods of time. Turn your hot water heater valve to "vacation" to save heating costs as well.
- 14.6 Residents are asked to be aware of strangers loitering around the Condominium complex. Common doors controlled by keys may not be propped open. Residents are requested to close the door and immediately report such activity to the police and then the Management Company.
- 14.7 The fire extinguishers are placed in the condominium common areas for each Resident's safety and each Resident is advised to acquaint themselves with the location of the nearest fire extinguisher. The Resident of each Unit must keep all smoke alarms and carbon monoxide alarms within each Unit in working order. Tampering with a smoke alarm, fire alarm, or fire extinguisher is specifically prohibited. Cost of repair or replacement will be billed to the Unit owner.
- 14.8 At the sound of the fire alarm, all Residents should evacuate the building by the nearest fire escape route, if possible. Under no circumstances will Residents use the elevators immediately after a fire alarm has been sounded. Disabled persons are advised to notify, by telephone if possible, the Village of Grayslake and/or the Grayslake Fire Department of their location.
- 14.9 The toilets, basins, and any other plumbing fixtures will not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or any improper articles should not be thrown into these fixtures.
- 14.10 Smoking in the common areas, including but not limited to stairways, bottom of stairways, hallways, lobbies, elevators, and garages, is prohibited. Fines will be

assessed according to the fine list. Village of Grayslake fines will be paid directly to the Village. Provisions under the State of Illinois smoking ban will be observed.

SECTION 15

Elevators

- 15.1 No notices, signs or any matter whatsoever will be placed in the elevator or elevator area without prior approval of the Management Company or the Board of Directors. Defacing any of these areas is specifically prohibited and any person found defacing or damaging the elevator or other common element will be charged for the repair or replacement of the damaged area. The elevator is not to be delayed for any reason except pre-arranged loading and unloading.
- 15.2 Smoking in the elevators is prohibited.
- 15.3 Use of the elevators for the purpose of moving in/out of the Condominium is governed by the regulations set forth in Section 17.

SECTION 16

Balconies

- 16.1 Each Resident is advised that the balcony of the Condominium Unit is a limited common area under the Declaration of Condominium Ownership and By-Laws . As such, this space is not for storage.
- 16.2 Balcony or patio furniture are the only items allowed on the balcony along with gas barbeque grills. All items must be kept in good condition. NO FRYERS, FIREPITS, OR UNAPPROVED GRILLS MAY BE USED OR STORED ON THE BALCONY AREA.
- 16.3 Residents may not leave any items unsecured on balconies due to the risks in the event of high winds. Injuries or property damages caused by falling objects are the responsibility of the Unit Owner.
- 16.4 If any balcony is damaged, for any reason, it will be the Unit Owner's responsibility to pay the costs incurred to repair the damage.
- 16.5 Residents will keep balconies clean, orderly and free from clutter.
- 16.6 Balconies may not be enclosed, altered or the appearance changed in any way without the prior consent of the Board.
- 16.7 Wind chimes are not permitted.
- 16.8 Banners and flags are not permitted, with the exception of the American or military Flags. . If a flag is displayed it may be attached to the balcony railing without a pole. It may not be displayed in a manner that goes against the US Flag code, nor may it extend past your balcony railing so as to be seen from a lower floor.
- 16.9 A drip pan tray should be attached to all plants and flowers. Flower boxes may not be hung on the outer side of the balcony railing, but may be hung on the inside or placed on the floor surface of the balcony with proper drip tray. No planters may be placed on any sill.
- 16.10 Outdoor cookers and grills must be used with extreme care and consideration for others. Excessive smoke will not be allowed. Gas or electric grills are permitted. Charcoal grills, deep fryers or open fires pits are not permitted. The Grayslake

Village ordinance for outdoor cooking as well as the Association Insurance must be adhered to and taken into consideration.

- 16.11 Unit Owner will be held responsible for any damage caused to the Unit balcony or other property or for injury caused by grilling, including smoke damage.
- 16.12 Clothing, sheets, blankets, laundry and similar objects will not be hung out or exposed on balconies. Toys, rugs, bird feeders, birdbaths, and similar objects, are not permitted on balconies.
- 16.13 No smoking materials may be discarded from the balconies at any time. Owners are prohibited from throwing or discarding any other items or materials from the balconies, included but not limited to shaking rugs, blankets or throwing food, bird seed or holiday decorations over the railings.
- 16.14 Balconies must not be used as pet runs.

SECTION 17

Moving or Deliveries

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

- 17.1 Inform Management 5 days minimally in advance for a time schedule for move in/out (what time you will be arriving or departing the Condominium property) so that the elevator can be padded and reserved. The elevator may not be used for moving furniture, equipment, appliances or any other large items unless pads to protect walls have been installed. Failure to have padding installed will result in a penalty of \$.500.00 plus cost of damage to be assessed directly to the Owner's account.
- 17.2 Prior to granting any Resident the right to move in/out, the Unit Owner must pay a \$500.00 refundable cash security deposit. The deposit will be refunded less a \$100.00 fee to cover the cost of the security person assigned to the move out/in in addition to the cost of any damage that may have occurred...Move out dates must be scheduled with the management company a minimum of 5 days in advance to the move.
- 17.3 Moving is permitted during the hours from 8:00 a.m. to 8:00 p.m.
- 17.4 Pick up an elevator key from Management or designated representative the day prior to move in/out. There will be a \$50.00 charge for an elevator key that is not returned.
- 17.5 Management will instruct on the proper use of the elevator key. The key should be removed from the elevator whenever the elevator is unattended. Return the elevator key to Management immediately upon completion of the move. You must allow normal use between loads.
- 17.6 No moving is permitted through the rear lobby entry door. All moving/deliveries must be through the front lobby entry door.** It is the obligation of the moving party to maintain the security of the building during the move in/out or any delivery.
- 17.7 Owner of record is responsible for movers, tradesmen, etc. Repair/cleanup costs will be assessed directly to the owner's assessment account.
- 17.8 Owner of record is responsible for any damage done to the building during the move, including light fixtures, floors and walls.

- 17.9 Any moving of furniture or appliances in or out of the building must be scheduled through Management.
- 17.10 After the move is completed, place all empty flattened moving boxes in the dumpsters in the trash room located on the ground floor next to the rear parking area. Do not leave any furniture or personal items in any common area.
- 17.11 Management will inspect the property prior to and after the move. Any damage will be deducted from the refundable part of the cash deposit. If damage exceeds the deposit amount, additional charges will be assessed to the Unit Owner's assessment account. If there is no damage, the deposit will be refunded, less a \$100.00 service fee within 30 days after the move.

SECTION 18

Appearance of Building and Common Elements

- 18.1 Windows are to be cleaned and maintained in such a manner as not to detract from the building's appearance. Window treatments shall be blinds, curtains, shades or drapes and must have a white backing. No sheets, flags, aluminum foil or other materials shall be permitted. Non-decorative items may not be hung or stored on the outside of windows or on the balconies.
- 18.2 When replacing exterior and common element doors and windows they must match in design and color and comply with local fire codes.
- 18.3 Residents and visitors are prohibited from throwing anything out of or in any way allowing anything to fall from the windows or balconies of the Units. This includes, but is not limited to, food, birdseed, smoking materials, holiday trees or decorations. No garbage cans, supplies, galoshes, shoes, boots, umbrellas, laundry, rugs, mats, strollers, buggies, shopping carts or other articles may be placed in the hallways, corridors or the stairway landings. No tablecloths, rugs, clothing, curtains or mops will be shaken from any window or balcony or in the stairwells, nor hung from the railings.
- 18.4 No antennas of any kind may be attached or mounted to any portion of the property unless it is done within the Owner's Unit or indoors in an area that serves only the Owner's Unit.
- 18.5 No satellite dish or receiving antenna may be installed either on the Unit balcony, on the building roof or exterior walls. Any defacing of the building or balconies will be the responsibility of the unit owners. A dish/ receiver may be installed on a free standing pole which must be secured by removable straps to the balcony rail. This application should be done so the dish will not fall over or off the balcony Any damage done by a dish to the building, balcony or to others or other Units will be the sole responsibility of the Unit owner and all costs, legal fees, etc. will be billed to the Unit owner. Contact the Management Company for information and procedures for approved satellite dish installation.
- 18.6 No awning, sunroof, canopy or shutter of any type is permitted.

SECTION 19

Seasonal Decorations

- 19.1 Seasonal decorations will not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the holiday.
- 19.2 No outdoor decorations are permitted except which can be placed on a Unit door or balcony. Unit Owners will be responsible for repairing any damage caused by hanging decorations or the cost of the repair will be charged directly to their assessment account. All repairs shall maintain the existing appearance and integrity of the building and shall be done in a workmanlike manner.
- 19.3 No decorations, which create a fire or safety hazard, will be permitted. LIVE TREES AND GREENS ARE NOT ALLOWED IN THE UNIT OR ON THE BALCONY.
- 19.4 Any decoration which, in the sole discretion of the Board, is deemed to be offensive or to cause a nuisance, disturbance or interference to any other Resident must be taken down immediately upon notice of the Board or Management, or the Association may remove the decorations at the expense of the Owner.

SECTION 20

Personal Storage bins

- 20.1 Storage of gasoline or any other flammable, corrosive or dangerous materials is not permitted in personal storage bins or units. Similarly, storage of explosives, ammunition, firearms or any other items that are potentially harmful or hazardous is not permitted.
- 20.2 Personal storage bins are to be locked at all times. Personal property may not be left outside personal storage bins. Any items left outside the locked unit will be disposed via the maintenance company
- 20.3 The Association does not assume any responsibility for damage or theft of items in personal storage rooms or for any personal injury.
- 20.4 All storage bins are to be marked with the corresponding parking space number so that it may be easily identified.

SECTION 21

Water Damage

- 21.1 Unit Owners are responsible for damage caused to other Units, furnishings, decorations or belongings, and damage to common property or the contents thereof which is caused by their property, but not limited to, electrical or water appliance or furnishings.
- 21.2 Waterbeds are not allowed in any Unit.
- 21.3 Unit Owners are responsible for damage to other Units, furnishings, decorations or belongings, and damage to common property or the contents thereof, which is caused by overflowing bathtubs, sinks or toilets and or improper caulking around bathtubs, showers or leaking toilets.
- 21.4 Unit owners are responsible for damage to other Units, furnishings, decorations or belonging, and damage to Common Element property or the contents thereof, which is caused from leaving windows or sliders open, not properly having the window or slider caulked, maintained and repaired, or from improperly maintained and repaired limited common element balcony areas or from

causalities sustained to or through these areas to the Common Elements, or to the Units.

- 21.5 Unit owners are responsible for having the main water supply to the individual unit shut off if the unit is vacant.

SECTION 22

Sale of Units

- 22.1 Notification of intent to sell a Condominium Unit must be made to the Board of Directors, through Management, in writing by the Unit Owner. This must be done no less than fifteen (15) days prior to the closing.
- 22.2 Unit Owner's realtor must contact Management for the rules about showing the Unit for Sale, which may include, but is not limited to: hours, building security, and posting signs. See Posting Signs, Section 4.
- 22.3 When a contract for the sale of the Unit has been entered into, attorneys for both seller and buyer must contact Management so that all parties can secure necessary information prior to closing. A copy of the sale contract will be provided to the Management Company on behalf of the Association.
- 22.4 The Unit Owner (seller) must provide the Association Declaration, By-Laws and Rules and Regulations, along with any and all amendments to the documents, to the buyer before closing.
- 22.5 Unit Owners requesting documentation in regard to selling or refinancing and/or copies of any association documents will be charged a reasonable fee for actual costs of time and material.
- 22.6 Lock boxes are permissible but will be located on a bar outside the rear entry door attached to the building. Call the Management Company for clarification.

SECTION 23

Leasing of Condominium Unit

- 23.1 All Unit Owners who do not reside in their Unit must provide the Management Company with their permanent residence address and telephone numbers where they can be reached in an emergency, both at home and at their place of employment. Any expenses incurred by the Association in locating a Unit Owner who fails to provide such information will be assessed back to the Unit Owner's assessment account. This amount will 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 this information has waived their right to receive notices at any address other than the address of the Unit and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of said Unit Owner caused by any delays in receiving notices.
- 23.2 Every lease must be in writing and subject to the provisions of the Act, the Declaration, By-laws, other Condominium instruments and Rules and Regulations. Each lease must contain a signed Rider, which is attached hereto as Exhibit F or you may be supplied one at no cost to the owner by the Management Company that is exclusive to Lake Center Place Condominium Association.
- 23.3 A copy of each lease and rider, or if oral lease, a written memorandum thereof, must be delivered to the Management Company no later than seven (7) days prior

- to the date of occupancy or ten (10) days after the lease was signed, whichever occurs first.
- 23.4 No Unit Owner 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 3 months. Management will retain a rental list.
- 23.5 Shared time occupancy is prohibited.
- 23.6 All move ins/outs must be scheduled with Management at least 5 days prior to the move. Prior to granting any resident the right to move in/out, the Unit Owner must pay a \$500.00 cash security deposit. This deposit (less \$100.00) will be refunded to the Owner in whole or in part after the move and an inspection of the property has been completed within 48 hours of the move. Any damages to the property will be taken from this refundable security deposit and any amount over the security deposit will be billed to the Unit owner.
- 23.7 In the event of any violation of the Act, Declaration, by-laws or rules and Regulations of the Association by the tenant or any resident, guest or invitee of the tenant, the Board, in its discretion, may proceed with any action at law or in equity against both the tenant and Unit Owner. This may include bringing an action in Forcible Entry and Detainer (eviction) to terminate the lease and remove tenant from the Unit. Any costs incurred by the Association, including attorney's fees, will be the responsibility of the Unit Owner. These amounts will act as a lien on the Unit until paid in full.
- 23.8 In addition to pursuing any action at law or in equity, the Board may assess a flat or daily fine against the Unit Owner, after notice and an opportunity to be heard. These amounts will also act as a lien on the Unit until paid in full. (see fine list)
- 23.9 Notwithstanding the provisions of Section 27, the daily fine for a violation of this Section 27 is \$25.00 for each day a violation occurs.
- 23.10 Waivers may be applied for to the Board in case of temporary transfer of Unit owner.

SECTION 24

General Information

- 24.1 Each Unit Owner will provide Management or the Board access to the Unit for any emergency purposes or to insure compliance with these Rules and Regulations.
- 24.2 Owners are required to pay for the repair of any damage inflicted by them, their guests or employees on the common elements of the building.
- 24.3 This copy of the Rules and Regulations is the property of the Unit Owner and, as part of any transfer of the ownership or occupancy of this Unit, must be delivered to the transferee.

SECTION 25

Amendments

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

SECTION 26

Compliance

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

SECTION 27

Enforcement Provisions

- 27.1 If someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an owner, to the Management Company. A written complaint letter shall be sent to the management firm or the Board. Owners are responsible for the conduct of all residents and guests occupying or visiting their Unit.
- 27.2 The person charged with the violation will be given written notice of the complaint, informing resident (and owner if applicable) of the alleged violation and (1) will be given a warning not to repeat the conduct alleged or (2) of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint (Exhibit C).
- 27.3 At the hearing, Resident will have the opportunity to present a defense and respond to the accusations. All hearing will proceed with or without the presence of the accused resident, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors, for disposition at its next regularly scheduled meeting.
- 27.4 The hearing will proceed based upon witness complaints and/or witness testimony. The Board/Committee will weigh all evidence prior to rendering a finding. ALL HEARINGS WILL BE CLOSED.
- 27.5 If any Resident is found guilty of a violation, the Board will notify the guilty party (and owner if applicable) in writing (Exhibit D) and a fine will be charged to the assessment account of the Owner of the Unit in which the guilty person resides and collected with the monthly assessment.
- 27.6 Following is the schedule of fines (unless otherwise stated in the Rules & Regulations):

<u>VIOLATION</u>	<u>FINE</u>
First Violation	Warning Notice
Second Violation	\$50.00
Third Violation	\$100.00
Fourth & Subsequent Violation(s)	\$300.00

- 27.7 If any alleged violation is of a continuous nature and is not remedied within a reasonable time, as determined by the Board of Directors, of the notice of alleged violation, such as continuing alleged violation will constitute a new alleged

- violation for which a new notice of alleged violation may be served by the Board of Directors or Management Company.
- 27.8 If the owner or tenant fails to attend the scheduled hearing, the alleged violation will be considered admitted and a fine may be imposed.
- 27.9 Any fine imposed for a violation of the Rules and Regulations will be added to the assessment account of the owner and be due and payable with the next assessment. Should the Unit Owner not pay the fine, collection will follow the Collection Policy for Assessments. Any and all costs expended to collect any fine will be the responsibility of the Unit Owner.
- 27.10 Residents of the Condominium complex may bring a violation to the attention of the Board of Directors or Management by completing a Violation Complaint in the form attached hereto as Exhibit B. Additional copies of the Violation Complaint may be obtained from the Management Company.

SECTION 28

Definitions

In the event a term is used in the Rules which is not defined anywhere herein, the definition will be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its 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.

- 28.1 Declaration – The Declaration of Condominium Ownership and of Easements Restrictions, Covenants and By-laws for The Lake Center Place Condominium Association, which was registered in the Office of the Recorder of Deeds of Lake County, Illinois, as, amended from time to time thereafter.
- 28.2 By-laws – The by-laws of The Lake Center Place Condominium Association, and as amended from time to time thereafter.
- 28.3 Property – The real property against which the Declaration has been recorded, including any improvements thereon.
- 28.4 Act – The Illinois Condominium Property Act, as amended from time to time.
- 28.5 Association – The Lake Center Place Condominium Association, an Illinois Not-for-Profit Corporation and a Condominium organized pursuant to the Illinois Condominium Property Act.
- 28.6 Board of Directors – The Board of Directors of the Association (may also be referred to as the Board of Managers or the Board).
- 28.7 Rules and Regulations – The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- 28.8 Common Elements – The Common Elements of the Association, as defined in the Act and the Declaration.
- 28.9 Unit – A portion of the Property, which is owned exclusively by a Unit Owner, as legally defined in the Act and the Declaration.
- 28.10 Owner or Unit Owner – The owner or owners of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the owner is a trust, the beneficial owner by the trust and any person having exclusive

power of direction over the trust, will be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.

- 28.11 Member or Member of the Association – A Unit Owner.
- 28.12 Resident – Any person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- 28.13 Common Expense or Assessment – Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-laws or the Rules and Regulations.
- 28.14 Managing Agent, Manager, or Management – The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- 28.15 Permitted Vehicles
 - a. Residents – Passenger type automobiles, pick-up trucks and vans that have not been modified to increase length, width or height of the vehicle, and motor bikes and motorcycles, provided that each of the foregoing is registered to be driven on public roads and highways. See Traffic and Parking Regulations, Section 12. No commercial advertising may be displayed on any vehicle, nor are ladders or other equipment and materials, or the vehicle is classified as a Commercial Vehicle.
 - b. Noncommercial Vehicles – Same as Permitted Vehicles – Residents
 - c. Commercial Vehicles – service and delivery vehicles authorized by the Board of Directors or a Resident to enter the Condominium property, solely for the period of time necessary to perform the functions for which the commercial vehicle was given authority to enter the Condominium property.
- 28.16 Emergency Vehicles – Ambulances and hospital or medical vehicles of any type, or fire fighting vehicles of any type, or police protection vehicles of any type, or snow plowing vehicles, or utility vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents and other persons on the property. See traffic and Parking Regulations, Section 12.
- 28.17 Non-permitted Vehicles – All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles to include but not limited to Recreation vehicles, boats, trailers or airplanes.
- 28.18 Abandoned Vehicles – Any vehicles, which are such that the acts of the vehicle owner or the condition of the vehicle reasonably indicate to the Board of Directors or Management Company, in its reasonable discretion, that it has been abandoned. See Traffic and Paring Regulations, Section 12. 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 license plate and vehicle sticker.

- c. The acts of the Owner or the condition of the vehicle clearly indicate it has been abandoned.
- d. Any vehicle that has not been moved within twenty-one (21) days will be considered abandoned unless written notice of said vehicle has been reported to the Board or Management. The Board of Directors is hereby authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules and Regulations. This also applies to abandoned personal property.