

# **SAMPLE**

## **RULES AND**

## **REGULATIONS**

## \_\_\_\_\_ CONDOMINIUM ASSOCIATION

Dear \_\_\_\_\_ Resident:

We welcome you to \_\_\_\_\_ and hope you will enjoy living in the complex. As with any community, we have certain Rules and Regulations which promote harmony and help observe the rights of all.

Enclosed you will find the revised Rules and Regulations that were discussed at the meeting of \_\_\_\_\_. They were approved by the Board of Directors and adopted \_\_\_\_\_. We urge you to read them thoroughly as soon as possible.

The new rules and changes are a result of the Board and Management's need to adequately deal with violations and infractions to protect the property and rights of all the residents.

**THESE CHANGES AND ADDITIONS ARE EFFECTIVE IMMEDIATELY.**

The Board of Directors and Management welcome your input and look forward to your attendance at the month Board meetings held the third Tuesday of every month.

Sincerely,

President

---

# CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

### Table of Contents

	<u>Page</u>
Section 1 Administration and Appearance of the Property .....	1
A. Alterations .....	1
B. Antennas .....	1
C. Association Records.....	1
D. Assessments and Collections.....	1
E. Board Meetings .....	1
F. Common Property .....	1
G. Deliveries.....	2
H. Elevators .....	2
I. Garbage .....	2
J. Garages.....	3
K. Keys, Locks and Lockouts.....	3
L. Landscaping .....	4
M. Laundry Room.....	4
N. Lobby .....	4
O. Maintenance Requests.....	4
P. Party Room .....	4
Q. Seasonal Decorations .....	6
R. Security .....	6
S. Signs and Advertisements.....	6
T. Storage Lockers .....	6
U. Waterbeds .....	6
Section 2 Pets.....	7
Section 3 Vehicle Regulations.....	8
Section 4 Closings and Transfers of Ownership .....	9
Section 5 Leasing of Units.....	10
A. General.....	10
B. Non-Compliance .....	12
Section 6 Move-In/Move-Out Instructions .....	13
Section 7 Enforcement of Rules.....	15

## Exhibits

Violation Complaint - Witness Statement .....	16
Notice of Violation .....	17
Notice of Determination Regarding Violation.....	18
Disclosure Pursuant to Section 22.1 of the Illinois Condominium Property Act .....	19
Resident Information Form.....	20/21
Proxy Form.....	22
Nomination Application for Candidate for the Board of Directors .....	23
Rider to Lease.....	24
Association's Right of First Refusal .....	25
Document Preparation Fee Form.....	26
Party Room Agreement.....	27/29
Information Checklist for Closings .....	30
List of Available Vendors.....	31
Instructions in Case of Fire.....	32/34

**SECTION I**  
**Administration and Appearance of the Property**

- A. Alterations.
1. No alterations of any kind may be made to the exterior portions of the building.
  2. No structural, plumbing or electrical changes within the individual units may be made without prior written approval of the Board.
- B. Antennas. No antennas of any kind may be attached or mounted to any portion of the property.
- C. Association Records. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association.
- D. Assessments and Collections.
1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment which is received after the tenth (10th) day of the month shall be considered late. All payments received, even if the payment has been designated to be applied to a specified obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.
  2. Any payment of less than the full amount of the entire unpaid balance which is due in any given month, shall cause the Unit Owner to be subject to a Service Charge of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) for each month, which shall be added to the Unit Owner's Common Expenses.
  3. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has been commenced, all legal fees and costs will be assessed to the Unit Owner, as required by the Declaration and By-Laws.
- E. Board Meetings. Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Unit Owners.
- F. Common Property.
1. Storage of any kind is expressly prohibited on or in any Common Property unless the area is expressly designated for such purpose.
  2. The Unit Owner is responsible for his own property conduct, and that of his tenants or guests. It will be his responsibility to understand and observe all regulations.

3. Any damage to the Common Property caused by any Unit Owner, tenant or guest shall be the responsibility of such Owner and the Owner shall be assessed for the cost of repairing such damage.
4. No Unit Owner shall make any noises in the building or adjacent grounds which may disturb the occupants of other Units; this shall include unreasonable noise levels from TV, radio or stereo at unreasonable hours.

G. Deliveries.

1. **Entrances and Exits:** No large deliveries are permitted through the front entrances. Large deliveries, move-ins or move-outs must be made through the rear doors.
2. **Delivery of Large Objects:** All Unit Owners and tenants must notify the manager of any delivery of large objects to ascertain that pads will be available at the time required.

H. Elevators.

1. No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of Unit Owners, Residents and other persons lawfully on the Property.
2. When moving in or out is required, the elevator must be reserved at least five (5) days in advance by contacting the management office. A security deposit of \$150.00 must be submitted in advance to cover any damage which might occur during the moving process. After moving is completed, \$100.00 will be returned, less repair costs that may have been incurred.
3. To protect elevator floors, pads must be used for moving. Unit Owners and tenants must call the Managing Agent to ascertain that the pads will be available at the time required. All moving must be confined between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, inclusive.

I. Garbage.

1. All garbage must be placed in durable plastic bags and secured tightly.
2. Large items of refuse, such as boxes and furniture, must be placed outside in the rear of each building by garbage room doors, Monday through Saturday, in the morning. FIRE CODE REGULATIONS PROHIBIT THE PLACING OF GARBAAGE OR REFUSE IN THE GARAGE AREA OR IN THE BACK HALLS.
3. No paints, liquids or combustible materials may be placed in the garbage chutes.
4. In consideration of other Unit Owners, garbage chutes may be used only between the hours of 7:00 a.m. and 10:00 p.m.

J. Garages.

1. Except when entering and exiting the garages, garage doors must be kept closed, both to present an attractive appearance to the Property, and, during cold weather, to prevent water pipes from freezing.
2. No exterior alterations may be made to garage doors.
3. Car engines must not be left running in garages.
4. Unit Owners are permitted to park only in the space assigned to them.
5. Rental of indoor parking spaces to other Unit Owners is permitted. Rental to non-occupants is not permitted.
6. Parking is restricted to permitted vehicles only. Permitted vehicles are defined as passenger type vehicles with passenger plates, light weight recreational motor vehicles, motorcycles and \_\_\_\_\_ service vehicles. Commercial vehicles used for business purposes and/or displaying commercial plates and unlicensed, unregistered vehicles of any type are prohibited.
7. Bicycles may be stored in the individual parking stall of the garage; all other items are prohibited.
8. The attachment of any items to garage walls, pillars or roof is not permitted.
9. Car washing, repairs, oil changes or maintenance of any motor vehicles is prohibited in the garage area or the Common Property.

K. Keys, Locks & Lockouts.

1. **Lock-Out Charge:** There will be a \$\_\_\_\_\_ charge for any lock-out requiring assistance from the maintenance staff between the hours of 5:00 p.m. and 7:00 a.m. Monday through Friday, and all day Saturday and Sunday.
2. Any Unit Owner who loses his building key will be charged \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00).

L. Landscaping.

1. Any sod or other property damaged through neglect or abuse shall be replaced at the expense of the Unit Owner who is responsible.
2. Unit Owners are not permitted to alter, change or add to the landscaping of the Common Property.
3. Unit Owners are responsible for debris thrown or placed on the grounds or damage to landscaping.

4. No barbecues or ball games may be conducted on Common Property. Sun bathing shall not be permitted in **front** of any building.

M. Laundry Room.

1. Laundry rooms and equipment may be used only between the hours of 6:00 a.m. and 11:00 p.m.
2. The laundry room is for the use of building residents only.
3. Washers and dryers are not permitted in individual Units. The reason for this is that plumbing lines are not adequate to accommodate this additional load. Washers and dryers presently contained in any Unit must be disconnected and removed from the premises.

N. Lobby.

1. Loitering and playing in the lobbies is prohibited.
2. Bicycles are **not permitted** in lobbies nor may be ridden or wheeled through the hallways.

O. Maintenance Requests. All requests for maintenance must be made through the management office - 698-3313.

P. Party Room.

1. The Party Room shall be used only for private, non-commercial, social functions of Unit Owners and Residents and for social and business functions of the Association.
2. Application for use of the Party Room for a private party will be accepted only from the Unit Owner or Resident. The Unit Owner or Resident must be present from the beginning to the end of the party.
3. A Unit Owner who has lease a Unit or who does not reside in the Unit on the Property, shall be considered to have surrendered the right to use the Party Room and other recreational facilities to the tenant or Resident of the Unit, unless the Unit Owner has specifically notified the Association in writing to the contrary. In the absence of any such written notification, the Unit Owner assumes full responsibility for the actions of the tenants and Residents of the Owner's unit.
4. The Party Room may be reserved for a private party by submitting an application to the management office. Reservations will be accepted on a first come, first served basis. There will be a security deposit which will be returned if the Party Room is cleaned and left in good condition before 1:00 p.m. of the day following the party. The security deposit for use of the Party Room must be submitted along with the application to reserve the Party Room. The amounts for the security deposit and use

of the Party Room will be established from time to time by the Board and are available upon request.

5. The Unit Owner or Resident who reserves the Party Room is responsible for any damage which is caused to any portion of the Property which is caused by anyone at the party. Any damage to any of the areas in the immediate vicinity of the party shall be assumed to have been caused by a guest at the party, unless the damage has been noted in writing on the application in advance of the time the party begins. Any damage and labor charges necessary to repair the damage will first be deducted from the security deposit, and any additional costs will be assessed to the Unit Owner as a Common Expense.
6. All Unit Owners or Residents who use the Party Room are required to comply with all applicable laws concerning the sale and serving of alcoholic beverages. Any Unit Owner who fails to ensure that there is compliance with the Dram Shop Act or other applicable laws shall be fully liable for any claim or liability which arises from such failure.
7. The hours during which the Party Room may be used shall be determined by the Board of Managers.
8. All activities, including food service and drinking, must be confined to the Party Room.
9. Failure to comply with the above rules may result in denial of further applications to use the Party Room.

Q. Seasonal Decorations.

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
2. No outdoor decorations are permitted except for decorations which can be placed on a Unit's door. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.
3. No decorations which create a safety hazard will be permitted.
4. Christmas trees must be wrapped when being moved in or out of the buildings.

R. Security.

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
2. Do not activate door buzzers to strangers or to anyone without first identifying who is seeking entrance to the building.

3. Never prop open any locked exterior doors.
- S. Signs and Advertisements. Advertising signs for business or commercial activities are prohibited anywhere on the Property, including residents' motor vehicles.
- T. Storage Lockers.
1. Storage rooms are for the exclusive use of the Unit Owner to whom the room is assigned. Each Unit Owner is permitted the use of one room only.
  2. Storage of gasoline or any other flammable material is not permitted. Storage of explosives, ammunition, guns or any other item that is potentially harmful or hazardous is not permitted.
  3. Storage rooms must be kept locked at all times. The lock must be provided and maintained by the Unit Owner.
  4. Any item found outside of the storage rooms will be disposed of by maintenance personnel, without notice.
- U. Waterbeds. The use of waterbeds at \_\_\_\_\_ is prohibited.

## SECTION 2

### Pets

Paragraph \_\_\_\_\_ of the Declaration states that no Unit Owner or occupant is permitted to keep a dog in their Unit. Original Owners who had dogs registered with the Association at the time the amendment was adopted were permitted to keep the dog but could not replace it.

- A. Entrance and exit for dog-walking purposes must be through the rear door only and **not** through the lobby area. A leash, not to exceed six (6) feet in length, is required. Pets should be kept under control at all times.
- B. Residents owning cats are limited to two (2) cats per Unit.
- C. No pet may be left unattended outside a Unit at any time.
- D. Any pet which creates a nuisance or unreasonable disturbance or causes damage to any Common Property may be permanently removed from the property upon three (3) days notice.
- E. Cat litter may **not** be placed in the garbage chute, but should be placed in dumpsters outside the garbage rooms.
- F. Visitors are not permitted to bring their pets onto the premises when visiting Owners or tenants.

### **SECTION 3**

#### **Vehicle Regulations**

A. General Rules.

1. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the Property. All vehicles shall be parked within the lines or other marked boundaries.
2. All vehicles are restricted to designated parking areas.
3. Commercial vehicles may park in permitted areas so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association.
4. Overnight parking in front of buildings is limited to passenger cars only.
5. Parking in the thirty foot (30') area between "Fire Lane" signs is prohibited at all times. This is a fire code regulation. Any vehicle parked in a fire lane will be ticketed by \_\_\_\_\_ police.
6. All vehicles must be operated in a manner as to assure safety of pedestrians. Speed in excess of 15 miles per hour is prohibited.
7. Parallel parking behind the buildings is prohibited.
8. Every resident must display a \_\_\_\_\_ sticker, which is to be placed "front/rear" window of your automobile on the passenger side.
9. After two (2) inches of snowfall has occurred, all cars must be removed from the front of buildings to facilitate snow removal.

- B. Enforcement. Any vehicle parked in such a manner as to violate these rules may be subject to the enforcement procedures set forth herein, including but not limited to, legal action, fines, towing, etc. All costs and expenses will be charged back to the Unit Owner.

**SECTION 4**  
**Closings and Transfers of Ownership**

A. Resales.

1. The Association may charge a fee in the amount of \_\_\_\_\_cents (\$0.\_\_\_\_) per copy for the cost of copying any documents required for resale of a unit. However, in the event a request is made which requires information to be provided in less than thirty (30) days, the Association may charge the Unit Owner an additional fee for rush service.
2. The Association shall provide any Unit Owner, upon ten (10) days notice to the Board or its agent, a statement of account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. The Association may charge a fee of \_\_\_\_\_Dollars (\$\_\_\_\_.00) per request. This amount may be changed from time to time by the Board.
3. The Declaration of Condominium Ownership for \_\_\_\_\_ Condominium Association contains a "right of first refusal." Any time a Unit within the Association is sold or otherwise transferred, the prospective owner shall be contacted by a letter and be required (1) to supply all information requested and (2) to meet with representatives of the Board. All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. A separate letter from the Association, waiving the Association's right of first refusal and waiving all liens must be obtained in order to transfer any Unit. This waiver will not be provided unless the requested information has been completed and returned by the deadline.

## **SECTION 5**

### **Leasing of Units**

- A. **General.** There are several important items that every investor-owner should consider in leasing his unit. These items not only help insure the success of the owner-tenant relationship, but also contribute to the successful operation of the Association to which the investor-owner is a member.

#### ALL OWNERS MUST:

1. Give prior notice to the Board and/or the management of intention to lease, whereupon the Board shall provide the unit owner a lease rider which shall be added to the lease and shall be signed by all parties executing the lease. Thereafter, the unit owner shall deliver a copy of the signed lease and lease rider to the Board or managing agent within ten days after it is executed and prior to occupancy.
2. Notify the Association's Board of Directors or managing agent of all current occupants of the unit, including children. This notification should not only include the names of each occupant but the phone number of the unit, the number of vehicles used by the occupants, the number and type of any pets (if permitted) and so on.
3. All prospective tenants must submit to a personal interview with the Board or its designated committee prior to occupancy of the dwelling.
4. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The property owner is ultimately responsible for his tenants to abide by all provisions and restrictions imposed by the Association's legal documents, whether he resides in the unit or not. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible.
5. All tenants must be given a copy of the legal documents and any rules or regulations that have been adopted by the Association's Board of Directors. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residency and are obligated to obey the provisions of the documents.
6. All tenants should be advised of the operational structure of the Association, that a portion of their rent is used to pay the monthly Association assessment on the unit and what that assessment is used for. All tenants must sign a lease rider acknowledging receipt of copies of all of the legal documents.
7. Increasingly, many Association boards are encouraging tenants to participate on the committee structure of the association. Even though the tenant has no vote on Association matters, by virtue of their residence they are a part of the community and may be allowed and encouraged to participate in the Association's activities.

8. All applicants for rental should complete the tenant application form which is attached. It is important to ensure that all the information necessary to make a good judgment on the qualifications of the applicant is ascertained in a timely fashion.
9. Collect a security deposit sufficient to cover lost rent and/or damage, as well as the first month rent.
10. Check out all previous landlords and credit references. Verify information such as addresses, dates, etc.
11. Determine whether income is sufficient to pay rent without imposing a financial burden and can accommodate any increase in the monthly assessment. Take into consideration existing debt obligations such as other monthly payments. What savings, reserves, or other resources are available to the applicant in case of a financial setback.
12. Meet and interview personally each applicant.
13. Make your determination from a number of applicants rather than just one or two.
14. Do not discriminate on the basis of age, race, color, creed, national origin, or sex.
15. Make a judgment on how long the tenant will likely stay. Turnover is costly. A minimum one year lease is required.
16. The unit owner is absolutely obligated to pay all of the condominium fees; since they are a covenant running with the land, all special assessments of the Association; increase in taxes, move-in charges; maintenance costs; or any special fees or charges imposed by the Association.
17. All leases must include provisions for the tenant obeying the By-Laws, Declaration and rules and regulations of the community, including the payment of any fines for rule violations, written legal termination procedure, penalties for late rent payment, method and location of rent payment, security deposit return and deduction procedure, with a written acknowledgment by the tenant that he has received and accepts all of the conditions.
18. Make sure the tenant has the following:
  - a. Access to recreation and parking areas.
  - b. Keys to mailbox and common areas.
  - c. Community handbooks.
  - d. Emergency numbers.
  - e. Landlord address and telephone number.
19. Any violations of the Declaration, By-Laws or these rules and regulations may result in a flat or daily fine or in more serious situations, eviction proceedings. All fines, costs and legal fees will be charged to the unit owner.

- C. Non-Compliance. The Board reserves the right to prohibit a tenant from occupying a unit until the owner complies with all leasing requirements. The Board reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

## **SECTION 6**

### **Move-In/Move-Out Instructions**

To assist you in having the smoothest possible move, we have provided herewith some initial procedures and a brief summary of some of the basics.

- A. A deposit of two (2) checks, one for \$100.00 and one for \$50.00 shall be made payable to the \_\_\_\_\_ Condominium Association and dropped off at the Association office at least 48 hours before a scheduled move (\$100.00 will be refunded upon a damage-free move). Elevator floor pads and hallway runners will be laid for the moving day. A fine of \$150.00 will be assess for moving without notice to the Association office.
- B. All moves are to be scheduled with the Association office and should take place Monday through Saturday, between the hours of 7:00 a.m. and 6:00 p.m. Moves are not permitted on Sundays or holidays - - NO exceptions. Any moves during prohibited times or days will result in a \$25.00 per hour fine or the fine mentioned in Paragraph A above.
- C. All moving, furniture deliveries and large appliance deliveries are to be done through the back door. It is the responsibility of the resident to instruct vendors of this, meet delivery men in the lobby and open the back door for them. Residents should ascertain the back door is closed after moving is complete. During cold weather, or when the air conditioning is on, the back door is to be kept closed when not actually in use. Please call the Association office for further advise. Please schedule ALL deliveries for BEFORE 5:00 p.m.
- D. The consideration of other residents regarding elevator use during moves is requested. No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of the Unit Owners, residents and other persons lawfully on the property.
- E. All excess boxes and packing materials should be neatly and securely placed near dumpster area in the back of the building, not in the garages, laundry rooms or rear hallways.
- F. After scheduling with the Association office for removal, old carpeting, remodeling debris, etc. is to be placed at the rear of the building, after being cut/packaged into four foot (4') lengths. Since we are charged for the extra pick-up, there is a charge to the resident for removal of same.
- G. When carrying equipment, all decorating/construction personnel are to enter and leave the building via the rear door. Please note: floor hallway runners may be necessary. Please contact the Association office. Please inform your tradesmen to clean up after themselves.
- H. All resident owned cars must be registered with the Association office and the \_\_\_\_\_ Condominium Association ("\_\_\_\_\_") stickers are to be affixed to the rear window, preferable the lower right corner, of each car. Please see Section \_\_\_\_\_ for permitted vehicles and parking regulations. Trucks and vans are not permitted after 10:00 p.m. Guest passes must be used if parking overnight.

- I. If Unit lock tumblers are changed, it is suggested that only the TOP lock be changed as the bottom lock currently is keyed to the Association office master key. If the bottom lock is changed, please provide the Association office with a duplicate, making sure that the key does not open the top lock also.

**SECTION 7**  
**Enforcement of Rules**

- A. In accordance with Section 318.4(e) of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an Owner, the managing agent, a resident or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the management firm or the Board.
- B. The person charged with the violation will be given written notice of the complaint, informing him of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, they will have the opportunity to defend themselves. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors, for disposition at its next regularly scheduled meeting.
- C. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the Owner of the unit in which the guilty person resides and collected with the monthly assessments.
- D. There will be a \$\_\_\_\_\_ fine for each violation, provided the Owner has not been fined for the same violation within the last year. If the Owner has been fined for the same violation within the last year, the fine will be \$\_\_\_\_\_.
- E. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

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

Offender's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Unit No. \_\_\_\_\_

Violation Location: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Approx. Time: \_\_\_\_\_

VIOLATION(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Were any photographs taken? \_\_\_Yes \_\_\_No

If so, by whom: \_\_\_\_\_

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, and the name(s) of anyone else who was present.

Report submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing or trial, I will appear to testify as a witness.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

NOTICE OF VIOLATION

Date: \_\_\_\_\_

TO: Unit Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified, as the owner of Unit \_\_\_\_\_, that a Violation Complaint form has been filled out accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations regarding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This was allegedly violated by: \_\_\_\_\_

\_\_\_\_\_

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on \_\_\_\_\_, 19\_\_ at approximately \_\_\_\_\_ p.m.

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

Please be present at this meeting. The Board will proceed on the aforesated date with or without your presence.

Very truly yours,

\_\_\_\_\_  
Condominium Association  
Board of Directors  
cc: Occupant if rental

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

NOTICE OF DETERMINATION REGARDING VIOLATION

DATE: \_\_\_\_\_

TO: Unit Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the Board found you to be in violation of the Declaration, By-Laws or Rules and Regulations of the Association regarding:

\_\_\_\_\_  
\_\_\_\_\_

This was violated by: \_\_\_\_\_

The Board has taken the following action:

- ( ) The Board has determined that no violation occurred.
- ( ) The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$\_\_\_\_\_ have been assessed against your unit and are now due.
- ( ) Damages, expenses and administrative charges in the total amount of \$\_\_\_\_\_ have occurred and are now due.
- ( ) Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.
- ( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Very truly yours,

\_\_\_\_\_  
Board of Directors  
Condominium Association

**DISCLOSURE PURSUANT TO SECTION 22.1  
OF THE ILLINOIS CONDOMINIUM PROPERTY ACT**

(which shall be made available to the prospective purchaser  
upon receipt of written demand from the unit owner)

- . Copy of Declaration and By-Laws and rules and regulation of Association (see attached).
- . The following liens have been placed against Unit \_\_\_\_\_:  
\_\_\_\_\_
- . A statement of the account setting forth the amounts of unpaid assessments and charges owed to the Association (see attached).
- . Capital expenditures anticipated by the Association within the current or succeeding two fiscal years: \$\_\_\_\_\_.
- . Status and amount of reserves for replacement: \$\_\_\_\_\_.
- . Reserves earmarked for any specific project(s): \$\_\_\_\_\_.
- . Statement of financial condition for the last fiscal year (see attached).
- . Status of suits or judgments in which Association is a party: \_\_\_\_\_  
\_\_\_\_\_
- . Insurance coverage provided for all owners: \_\_\_\_\_  
\_\_\_\_\_
- . Improvements or alterations made by prior unit owner(s) to unit or limited common elements which are in good faith believed to be in compliance with the Condominium Instruments:  
\_\_\_\_\_

Pursuant to statute, the Association reserves the right to furnish the above information within thirty (30) days. Further, the Association reserves the right to collect all out-of-pocket costs prior to or at the time of providing this information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Association  
, President  
(address)  
(city, state, zip)

Managing Agent: \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

RESIDENT INFORMATION

THE ASSOCIATION'S DECLARATION, WHICH HAS BEEN RECORDED AGAINST THE PROPERTY, PROVIDES THAT ALL PURCHASERS OF UNITS AND/OR THEIR TENANTS, UPON ACCEPTANCE OF A DEED, AGREE TO BE BOUND BY THE PROVISIONS OF THE DECLARATION, BY-LAWS, RULES AND REGULATIONS OF THE ASSOCIATION, INCLUDING RULES RELATED TO SUCH ITEMS AS PETS, PARKING, AND USES OF THE UNITS.

PLEASE PRINT OR TYPE - USE N/A IF NOT APPLICABLE.

\_\_\_\_\_  
Names of Renter(s) as it will appear on lease. Please attach photocopy of lease

\_\_\_\_\_  
Owner's address

\_\_\_\_\_  
Employer Employer Address

\_\_\_\_\_  
How long? Business Phone Position

\_\_\_\_\_  
If above is less than 2 years, previous Employer and Address

\_\_\_\_\_  
How long? Business Phone Position

\_\_\_\_\_  
Spouse's Employer Employer Address

\_\_\_\_\_  
How long? Business Phone Position

\_\_\_\_\_  
If above is less than 2 years, previous Employer and Address

\_\_\_\_\_  
How long? Business Phone Position

\_\_\_\_\_  
Home Phone (or notify us as soon as available)

In Case of Emergency, whom should we contact: (Insert name, address and phone number above)

---

Child's Name	Age	Child's Name	Age
--------------	-----	--------------	-----

---

Child's name	Age	Child's Name	Age
--------------	-----	--------------	-----

---

Names of other persons residing in unit

---

Any pets owned? If so, specify and give description

---

List make, model, color and license plate of each vehicle you intend to park at the property. Indicate which, if any, are business, commercial or recreational vehicles

---

same as above

---

same as above

I(WE), THE UNDERSIGNED TENANT(S), CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I(WE) FURTHER CERTIFY THAT I(WE) HAVE READ ALL THE INFORMATION CONTAINED IN THIS DOCUMENT, INCLUDING THE NOTICES CONCERNING MY(OUR) RIGHTS AND OBLIGATIONS.

---

Signature(s) of Tenant(s)

Date \_\_\_\_\_, 19\_\_\_\_

**PURSUANT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR \_\_\_\_\_ CONDOMINIUM ASSOCIATION, DOGS ARE EXPRESSLY PROHIBITED.**

\_\_\_\_\_ CONDOMINIUM ASSOCIATION  
**RIDER TO LEASE**

This Rider is added to the attached lease in accordance with the Rules and Regulations of \_\_\_\_\_ Condominium Association. By this Rider, the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act, every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of \_\_\_\_\_ Condominium Association (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
Lessor (Landlord) Lessee (Tenant)

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
Lessor (Landlord) Lessee (Tenant)

Date: \_\_\_\_\_

NOTE: A signed original of said lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

=====

Please complete the following for the Association's use only.

Lessor Information:

Tenant Information:

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State and Zipcode

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

Date: \_\_\_\_\_, 19\_\_

To: \_\_\_\_\_

Re: Association's Right of First Refusal

In accordance with Paragraph \_\_\_\_\_ of the Declaration for \_\_\_\_\_ Condominium Association, the present owner has provided written notice to the Association Board of the terms of contemplated sale (lease), together with the name, address and references of the proposed purchaser (lessee), and other information concerning the proposed purchaser (lessee) required by the Board. The Board, in accordance with the Declaration, has fully reviewed the material provided.

**THE MEMBERS OF THE BOARD, ACTING ON BEHALF OF THE OTHER OWNERS, HAVE ELECTED TO WAIVE THE RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASE (LEASE) THE ABOVE IDENTIFIED UNIT.**

Please note that if the present Unit Owner fails to sell (lease) the above identified Unit within sixty (60) days, the Unit shall again become subject to the Board's first right and option.

In addition, assessments for Unit \_\_\_\_\_ are \$\_\_\_\_\_ per month and assessments are paid in full through \_\_\_/\_\_\_/\_\_\_.

or

There is an outstanding balance on the Unit in the amount of \$\_\_\_\_\_ through \_\_\_/\_\_\_/\_\_\_.

Very truly yours,

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zipcode \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

Document Preparation Fee

Date: \_\_\_\_\_, 19\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Re: Unit \_\_\_\_\_, \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Copying of documents pursuant to Illinois Revised Statute Section 22.1:

Total Amount Due: \$ \_\_\_\_\_

Please make check payable to the \_\_\_\_\_ Condominium Association. This amount must be received by the Association's office prior to obtaining these documents.

Thank you.

Board of Directors  
\_\_\_\_\_ Condominium Association

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

PARTY ROOM AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Lessee") and \_\_\_\_\_ CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Lessee is a unit owner, family member or renter of a unit at \_\_\_\_\_ Condominium Association; and

WHEREAS, Association is the record title owner of the party room at Association; and

WHEREAS, Lessee is desirous of renting said party room for a special use; and

WHEREAS, Association by and through its duly elected Board of Directors has the authority to enter into such an agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Association rents to Lessee the party room for the purpose of \_\_\_\_\_ for the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the hours of \_\_\_\_\_ and \_\_\_\_\_.

2. Rental rate will be \$\_\_\_\_\_ for the above-stated time. Any extension of the agreed time will be paid for by Lessee at the rate of \$\_\_\_\_\_ per hour or fractions thereof for each hour beyond \_\_\_\_\_.

3. Only \_\_\_\_\_ Condominium Association residents (homeowners, their immediate family and duly approved renters of unit owners) are eligible to rent the party room. In addition, all monthly and special assessments must be current prior to the execution of this agreement and prior to the use of the party room.

4. Lessee shall deposit with Association the sum of \$\_\_\_\_\_ as a security deposit prior to the entry of this agreement. Said security deposit will be returned immediately after inspection of party room premises by Association and upon receipt of keys, subject to Lessee's full compliance with the terms of this agreement.

5. Lessee is prohibited from using the party room for personal monetary gain. Lessee, his family members, agents or assigns, shall not sell, use, or dispense alcoholic beverages under any circumstances.

6. Lessee shall return the party room and adjoining areas in a clean condition. If the party room and adjoining areas are not returned in a clean condition, Lessee shall reimburse Association for any and all costs incurred as a result of Lessee's non-compliance. Said costs shall first be charged against the security deposit and any excess shall be assessed back to Lessee as a special assessment.

7. Lessee shall be personally responsible for any and all damages to the premises and surrounding areas and all personal property related thereto during the rental period. Any damages may be repaired by Association at Lessee's expense. Said costs shall first be charged against the security deposit, and any excess shall be assessed back to Lessee as a special assessment.

8. Lessee shall be personally responsible for any personal injuries sustained by Lessee, his agents, guests, or invitees and shall indemnify and hold Association harmless for any claim, controversy or causes of action arising from any acts, errors or omissions of Lessee, his family members, agents, guests or assigns in any way arising out of the rental agreement.

9. Lessee hereby acknowledges that Lessee has received a copy of the rules and regulations of the Association and the rules relating to the use of the party room and adjoining areas, and Lessee hereby agrees to strictly comply with these rules.

10. Lessee agrees to secure the premises by locking the doors upon his departure. Lessee may terminate this agreement at least forty-eight (48) hours prior to the proposed rental date without penalty. Should Lessee terminate this agreement within forty-eight (48) hours of the aforesaid date without just cause, Association reserves the right to retain the rental fee or such sums from the security deposit as Association deems appropriate under the circumstances.

11. In the event of breach of this agreement, Lessee shall be liable for all of Lessor's costs, expenses, and attorney's fees incurred in the enforcement of any of the provisions of this agreement. In the event of unforeseen circumstances or just cause, Association reserves the right to cancel or terminate this agreement. Upon termination by Association, Association will immediately refund all monies being held on behalf of Lessee.

12. Any liability incurred by Lessee arising out of the terms of this agreement shall be binding upon the heirs, executors and assigns of the parties and shall be governed by the laws of the State of Illinois.

13. This agreement may not be assigned, subleased, modified or amended without the express written consent of Association.

IN WITNESS WHEREOF, the parties hereto agree to the above terms by affixing their signatures hereto on the day and year first-above written.

LESSEE(s):

\_\_\_\_\_

LESSOR:

\_\_\_\_\_ CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED BY BOARD OF DIRECTORS

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

=====

Room returned satisfactory: By: \_\_\_\_\_

Damages and cleaning in the amount of: \$ \_\_\_\_\_

Damages and cleaning paid: \_\_\_\_\_

# \_\_\_\_\_ CONDOMINIUM ASSOCIATION

## Instructions in Case of Fire

Flames are not the biggest danger, **SMOKE IS** - particularly combined with the fumes given off by burning synthetic fabrics and plastics.

If there is a fire, call the Fire Department at **911**, give the street address and apartment number of the fire. Try to have someone outside to direct firemen to the fire.

### 1. **IF THE FIRE IS IN YOUR UNIT - TRY TO EVACUATE.**

A. Stay low - heat rises.

B. Don't hold your breath - breathe slowly and steadily.

(1) Cover your face with a wash cloth, towel, etc. - wet or dry.

C. Feel door **BEFORE** opening. If cool to the touch, open slowly and carefully.

D. Stay close to the wall.

(1) You may not be able to see due to smoke. People become disoriented in their own bedroom filled with smoke.

(2) Have a clear wall from bedroom to exit. Do not have large pieces of furniture blocking direct route to exit. Do not have tapestry, heavy rugs or carpeting hanging from your walls.

E. Close all doors behind you, so draft does not fan the fire.

(1) Always keep all main stairwell doors closed. Do not use them to ventilate the halls or units. Stairways create a chimney for the fire.

F. Retreat to Unit if exit route is blocked.

(1) Close door and seal up room in which you seek refuge.

(2) Seal bottom of doors with rags or towels.

- (3) Seal off openings. Large heating or air conditioning vents - use sheets. Bathroom exhaust fans - use duct tape. Kitchen exhaust fan - use duct tape or sheet.
- (4) Fill bathtub with water - water pressure may go.
- (5) Open **one** window only, stand in front of it, hang out sheet for firemen to see. (Have flashlight handy for night time emergencies.)
- (6) Do NOT break glass - you may have to close the window if fire flashes up from below.

## 2. FIRE OUTSIDE YOUR UNIT.

### A. Decide - evacuate - or stay in unit.

- (1) If choice is to evacuate:
  - (a) Take your keys - you may have to return to unit if escape route is blocked.
  - (b) Know beforehand how many doors you have to count before you reach the stairway - smoke may be too thick to see the door.
  - (c) **NEVER USE THE ELEVATOR!!!!**
    - (i) It is a chimney for the fire.
    - (ii) The door can open on fire and fill elevator cab with smoke with no way to close the door quickly.
    - (iii) Elevator can lose power and stall between floors.
  - (d) Test stairway door for heat before opening.
    - (i) If cool, open slowly - being prepared to close it again. This door is thicker and heats up slowly.
  - (e) Take clothes with you, it may be cold outside.
- (2) If the choice is to stay:
  - (a) Not the worst choice.
  - (b) Proceed as in Item "F" - Retreat to Unit - above.

3. \_\_\_\_\_ fire extinguishers are superior ones (ABC type), but they are only good for 2-1/2 minutes, so consider them a "band-aid" solution at best. To use: hold in upright position, twist pin to break seal, pull pin and aim at the base area around the flames. **DO NOT** aim directly into the fire, as you may spread the flames.
  
4. \_\_\_\_\_ buildings are constructed in such a manner so they can contain a fire and probably enable firefighters time to reach those residents taking refuge within their units.
  
5. Keep the fire lanes clear, so that fire trucks have clearance enough to allow the firefighters to perform and use their equipment efficiently.
  
6. Train yourself to hear the fire alarms and smoke alarms in individual units. Establish a "Buddy System" now to use in the event of a fire. Plan an escape route and alternative **now** so that you will react automatically if a fire occurs. **Don't panic - think** and choose the best plan for your situation - - be it to stay or evacuate. Purchase a roll of duct tape at a local hardware store and keep it where you can reach it immediately. Practice safe living habits by not smoking in bed or in elevators and extinguishing all smoking materials after smoking.
  
7. Whenever you hear the fire alarm sounding that an emergency situation has occurred, do not take it lightly, if the alarm should repeat itself and you assume it is just another "false alarm." Smoke detectors are very sensitive units and detect products of combustion, even though there is no evidence to the human eye.
  
8. Remember, your actions may be those of the life you saved may be your own.
  
9. The Fire Department encourages all multi-family occupancies to have at least two (2) fire drills each year. Practice in your own mind what you would do if you are ever confronted with an emergency situation.
  
10. Should anyone become physically impaired, either permanently or temporarily, notify the Association office immediately, so that may take the necessary precautions for your safe removal in the event of an emergency.

The \_\_\_\_\_ Fire Department solicits your cooperation in this program.