

YORK TOWER

Condominium Association

Bensenville, IL 60106

YORK TOWER CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

REVISED 1.9.17

REVISED 1/20/2021

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INTRODUCTION

It is the policy of the Board of Directors to establish a minimum number of Rules and Regulations. However, condominium living does require certain ground rules in order for each unit owner to enjoy maximum benefits of his/her home without interfering with the rights of other residents to fully enjoy their homes.

The basic ground rules, including your rights and obligations, are set forth in the Declaration, which you accepted when you purchased your unit. Among other things, the Declaration provides that the Board of Directors may adopt such reasonable Rules and Regulations, as it may deem advisable for the maintenance, conservation, beautification of the property, and for the health, comfort, safety, and general welfare of the owners and occupants of the property.

These rules have been reviewed by legal counsel and were approved by the Board of Directors on January 9, 2017. The information contained herein is for the benefit of the unit owners to ensure better understanding and the cooperation of all concerned. Violation of these Rules and Regulations will result in appropriate action being taken in accordance with the By-laws. Rules, Regulations, Restrictions, and Covenants contained in the documents of the York Tower Condominium Association and related amendments are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of this booklet. To the extent that the provisions of applicable law. The Declaration, Bylaws or Rules and Regulations are in conflict, the provisions of the Illinois Condominium Property Act shall first control, followed by the Illinois Not-For-Profit Act and then followed by the provisions of the Declaration, the Bylaws and the Rules and Regulations, in that order. These Rules and Regulations are binding on all Unit Owners, residents, their families and guests. Exception to the Rules must be made in writing, signed by the Board or its duly authorized agents following a written request by a Unit Owner.

The Owner/Lessee of a Unit shall be responsible for the actions of all individuals residing or working in their Unit.

These Rules and Regulations are effective as of March 1, 2017. Unit Owners will not be held accountable for non-compliance with any of the following Rules if the occurrence was prior to the effective date. All non-compliances at the effective date will be grandfathered in and Unit Owners will be expected to adhere to the Rules beginning on the effective date.

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A. COMMON ELEMENTS

1. The exterior of the Unit doors, including existing hardware, may not be changed or altered without written approval of the Board of Directors.
2. Patio and/or balcony sliding doors and windows must conform to current styles and color when being replaced or repaired. Replacements must receive prior written approval of the Board of Directors.
3. The common halls, sidewalks and stairways shall not be obstructed or used for any purpose other than entry in or exit from the Units.
4. Personal belongings, such as bicycles, lawn chairs, boots, shoes, Shopping Carts etc., will not be permitted in hallways, stairways, or outside areas of storage room. Any personal belongings left in the common areas will be considered abandoned and removed by the maintenance staff without further notice and if caught it will result in an immediate fine of \$25.00
5. No carpeting, appliances, TV, furniture or building materials may be disposed of in the dumpster or near. Special arrangements must be made for pick-up of large items. Please contact the management company. If caught leaving furniture without contacting management it will result in an immediate fine of \$250.00
6. All deliveries of furniture, appliances, carpets, etc., must be delivered through the rear entrance (the back loading dock) of the common elements.
7. Owners must notify Management Company of any large items (appliances, furniture, etc.) to be discarded. These items will be picked up on an appointment basis and a service charge will be applied to your assessment account for the additional labor.
8. No unit hallways, or owners, residents, any common or guests shall be allowed to play in the courtyard, parking lot, hallways, or any common areas of the building. Minors should be Supervised while in the Common Areas for their safety.
9. Unit owners are responsible for any damage to common property or outside areas as a result of walking, parking, improper disposal of smoking materials, BBQ materials, or damage by pets and will be charged to the assessment account of the responsible Unit Owner accordingly.
10. No unauthorized person(s) are allowed on the roof at any time. No articles may be attached to the roof.
11. Partition walls within condominium Units and those adjacent to common elements frequently contain mechanical, electrical, plumbing or communications components, which affect other Units. Therefore, no construction or alteration is permitted which involves the interior or common walls without prior written permission from the Board of Directors.
12. Residents may not alter the exterior appearance of the building.
13. Loitering is not permitted in the stairways.
14. Smoking and extinguishing of cigarettes is prohibited in any common areas including but not limited to the stairwells, entryways, elevators, lobbies, and hallways or in the pool or exercise room.
15. Cigarettes are not to be disposed of in the courtyard; use the ashtrays. No throwing of any litter, cigarette butts or charcoal from the balconies into the courtyard. If caught it will result in an immediate fine of \$250.00.

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A. COMMON ELEMENTS (Continued)

16. Residents are not allowed to install a washer and/or dryer inside the Units.
17. Do not use the elevator in case of fire. Use the stairs to exit the building. If the fire alarm goes off, always exit the building until the fire department has declared the building safe.
18. Loud disturbing noises should be reported directly to the BENSENVILLE POLICE DEPARTMENT. Any noise levels exceeding 55 decibels or higher is considered too loud and will result in a violation and may lead to a fine.
19. Nothing may be posted except association business. Please use the bulletin board in the laundry room for any announcements.
20. Unit owners are responsible for cleaning up accidental spills in common areas caused by themselves or their guests.
21. Mail must be discarded in the waste receptacles provided. Please do not leave mail or waste paper on the top of the mailboxes.
22. Residential Units are cooled by built-in air conditioning equipment. In the event this equipment breaks down or stops functioning, it is the responsibility of the Unit Owner to repair or replace the built-in air conditioning equipment. At no time will window air conditioning Units be allowed; this violation is subject to a fine. All window air conditioning units installed at the time the Rules and Regulations are approved must be immediately removed.
23. The cost for a replacement key or fob is \$35.00 each. Must contact management to obtain a new key/fob
24. Management will send out census form the 1st of the year and it is the unit owner's responsibility to complete and return to the management with a current copy of any leases (if rented). Failure to return the completed form and lease (if rented) by February 15th will result in a \$50.00 fine.

B. UNIT USAGE

1. Sales of furniture, personal belongings, rummage or the like in the Units or building by auction or private sale, to which the public is invited, are prohibited.
2. Due to the serious potential fire hazard in a multiple unit building, the use of fresh cut Christmas trees are prohibited. The use of artificial trees is encouraged.

C. PETS

1. According to the York Tower By-laws, "No animals or reptiles shall be raised, bred, or kept in any Unit or the Common Elements, except, with respect to Residential Units, for animals which are of breed or variety commonly kept as household pets in first-class condominium buildings." ~~Small and medium sized dogs are permitted, as well as cats and other non-exotic pets. In no event will any dog whose breed is noted for its viciousness or ill temper be permitted on the premises. No more than one (1) dog of gentle disposition will be permitted.~~ ***Cats and other non-exotic pets are permitted. No dogs are permitted within the complex, with the exception of those dogs currently residing within a Residential Unit and included on the Census Card, due to inadequate spaces for dog walking, lack of clean up by owners, and noise nuisances created by***

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such pets. No owner shall be permitted to replace a dog upon its loss. Only documented service dogs are exempt. No more than two (2) cats, usual domestic birds in cages and fish tanks or other household pets approved by the Board of Managers as to compatibility with the community are permitted. All other animals are prohibited. **(REV. MAY 2011)** Fish tanks cannot exceed a capacity of 20 gallons or that certificate of insurance must be provided to the Association showing liability coverage for any damage due to the failure of the fish tank. **(REV. JANUARY 2021)**

2. While on the premises, pets shall be carried or leashed at all times.
3. All pet waste must be picked up immediately following the occurrence. In the event of accidental droppings in the Common areas, Unit Owners/Renters are required to immediately pick up and perform necessary clean-up. No pet shall be permitted to relieve itself on any balcony under any circumstances, nor is the balcony to be used as a dog run.
4. Any pet causing or creating an unreasonable disturbance or noise will be subject to removal from the property upon a three (3) day written notice and hearing from the Board.
5. Any Unit Owner who has been found to be guilty of more than two (2) violations of the above rules shall be deemed to be liable for having a pet that causes or creates a nuisance or unreasonable disturbance. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner to have the pet removed permanently from the Property upon thirty (30) days written notice to the Owner from the Board or its duly authorized agents.
6. No Unit Owner/Renter may stake or tie a pet to or allow a pet to be loose upon the Common Elements or the limited Common Elements of the condominium. Pets must be with a responsible adult at all times in the Common areas.
7. No animals shall be raised or bred anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose. Under no circumstances may any Unit Owner/Renter accept any pet for temporary housing. Animals accompanying visitors are prohibited. (The only exception will be an animal used to assist a visitor with a disability.) No boarding of pets or keeping of guest pets is permitted.
8. Any Unit Owner, who at the time of the adoption of this change owns an animal that would violate these rules, shall be exempted from enforcement under this rule. Unit Owners shall be permitted to keep said animal or pet until the animal or pet passes away by death or the owner moves from the Unit. In any event, no animal or pet shall be allowed to be replaced through leasing or otherwise.
9. A Unit Owner is responsible for the actions of their pets or of anyone residing in or visiting his Unit, and the costs of repairing any damage caused by a pet shall be applied to the assessment account of the Unit Owner responsible.
10. Any disagreements concerning pets shall be brought to the attention of the Board. In the event a violation of the Rules and Regulations concerning pets persists. It shall be the responsibility of the Board to take action in accordance with these Rules and applicable City of Bensenville ordinances. The City of Bensenville has and enforces a leash law.

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D. SALE OF THE CONDOMINIUM UNIT

1. The owner shall provide the name and address of the proposed purchaser to the Board of Directors or its designated agent after accepting a contract for purchase on his/her Unit and such other information concerning the proposed purchaser as the Board may reasonably require.
2. When selling the Unit, NO "FOR SALE" signs will be permitted anywhere including on the common and limited common elements except for "OPEN HOUSE" signs during an Open House. One "Open House" allowed per week per Unit for a 24-hour period and all signage including flyers and listing sheets placed or posted in the lobby or elevator must be removed upon conclusion of the Open House.
3. All sellers and purchasers must move in through rear entrances. No moves are allowed through the courtyard or front stairways.
- 4. A moving deposit is required 48 hours in advance of any move. This applies for owners and tenants. The deposit is \$100 and is non-refundable. Any move completed without notice or a deposit on file will result in an immediate fine of \$250.00. Please contact management to schedule the move. (REV. JANUARY 2021)**

E. BALCONIES

1. Residents shall keep balconies clean, orderly and free from clutter, Balconies may not be decorated, enclosed, altered, or the appearance changed in any way without the prior written consent of the Board.
2. The Unit Owner is not permitted to install storage lockers or privacy fences on the balconies.
3. Seasonal decorations may be installed on balconies no earlier than one (1) month prior to and shall be removed no later than one (1) month following the date of the holiday. Repairs necessary due to the placement of decorations are the sole responsibility of the Unit Owner. Any services or repairs performed by the Association or its contractors due to removal of decorations will be charged to the Unit Owner. No decoration that creates a safety hazard will be permitted.
4. Balconies may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs and other items usually associated with balconies.
5. Clothing, sheets, blankets, laundry, beach towels and similar objects shall not be hung out or exposed on balconies.
6. Carpeting, painting, or installing tile on the floor of balconies is prohibited. Carpeting retains moisture and will destroy the concrete balconies. Other exterior painting of any kind is not allowed without written approval from the Board.
7. In the interest of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations regarding the installation of Satellite Dishes:
 1. Any owner interested in installing a satellite dish one meter or less in diameter should refer to the Association's instructions for installation of satellite dishes. Satellite dishes greater than one (1) meter in diameter are prohibited.

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2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. This would include the Limited Common Elements of the Association only. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Elements without the prior written consent of the Board. **Satellite may not be mounted to any portion of the building and must be freestanding mounted in a white 5 gallon bucket.**
 3. To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
 4. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.
 5. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
 6. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
 7. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
 8. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.
 9. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.
 10. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fines shall be set by the Board of Directors in accordance with approved guidelines for fines.
8. Baskets and boxes of flowers are not to be hung on the outside of the balcony railing. Box and basket attachments must be vinyl coated to prevent rusting.

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9. Bird feeders and wind chimes of any kind are not allowed on balconies.
10. Only propane gas barbecue grills with lids will be permitted on patios or balconies.
11. When barbecuing, please remember that excessive smoke may annoy neighbors. If damage occurs as a result of barbecuing, the resident and/or Unit Owner involved will be responsible for said damage.
12. All window treatments must be uniform in appearance and color with the use of vertical blinds.
13. The drainage holes on the floor of the balcony are to be kept open at all times for proper drainage.

F. ASSESSMENTS

1. Each Unit Owner shall pay his monthly assessment on or before the 1st day of each month to the Management Company. Any payment not received by the 15th of the month in which it is due, will incur a late fee of fifty (\$50.00) dollars. All payments received are credited toward the oldest balance. **(REV. JANUARY 2021)**
2. All checks returned by the bank for any reason, such as due to non-sufficient funds, incorrect signature, closed account, etc., will incur a service charge of thirty (\$30.00) dollars.
3. If a Unit Owner is delinquent in payment of assessments for thirty (30) days, the Manager will send a written notice. If assessments are sixty (60) days delinquent, the Board may take whatever legal actions are available in the Association's Declaration and Bylaws or the Illinois Condominium Property Act.
4. Once legal action has begun in recovering delinquent payment of assessments, all legal fees and costs will be charged to the assessment account of the Unit Owner.

G. CONTRACTORS

1. Vendors/Contractors of the York Tower Condominium Association have been assigned certain duties by the Board and have been charged with certain responsibilities in order to secure maximum protection and maintenance for the building. No one should interfere with or attempt to vary these duties on an individual basis. If a Unit Owner believes that any of these duties and responsibilities should be altered, suggestions along those lines should be made in writing to the Board of Directors or to the Management Company.

H. BUILDING SECURITY

1. Building security is of great importance to all residents. Never allow the entry of unauthorized persons into the building.
2. Never prop open any outside locked security door and never allow unknown persons to enter the building when you enter.
3. Solicitors are not permitted in the building at any time. Escort them to the nearest exit and call the police if they to leave or act suspicious.

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4. Notify the Management Company immediately of failures in any of the security systems, including doors and door locks, lobby intercom, etc.
5. There shall be no obstruction of or tampering with exit doors, fire doors, ventilating fans, smoke detectors, fire alarm pulls, fire extinguishers, fire hoses, sprinkler heads, stairs and stairwells, elevator and elevator door, security doors and equipment rooms. Only authorized persons may enter equipment rooms in the lower level and on residential floors.
6. In the event a fire alarm is sounded, the Fire Department recommends everyone vacate the building
Until authorized to return by the Fire Department. Elevators are not to be used after a fire alarm has sounded. Everyone is to leave the building using the exit stairs. If you are disabled, keep your Unit door closed and seal it with tape and linens if possible. Go out onto your balcony or hang a sheet from your balcony indicating to the Fire Department you are awaiting rescue.
7. When on vacation or away for any extended time, Unit Owners are required to leave a key to their Unit with another resident or close-by neighbor, friend or relative and advise Management as to how to contact them. Additionally, the Unit Owner should have their Unit inspected biweekly. It is also the Unit Owner's responsibility to let Management know of any changes in who has a second key.
8. During the winter season, from October 1 " through April 30, the owner must maintain a minimum of sixty (60) degrees (Fahrenheit) temperature within the Unit, whether the Unit is occupied or not. This is to prevent pipes from freezing.
9. It is recommended that each resident have a small fire extinguisher in his or her Unit in case of a fire.

I. ELEVATOR

1. No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevator.
2. The elevator is reserved for the exclusive and uninterrupted use of the residents and their guests. The only exception is for moving or deliveries.
3. No unit owners, residents, nor guests shall be permitted to play in elevators.
4. Do not use the elevators in case of fire. Use the stairs to exit the building.
5. In case of a power failure and the door will not open, use the emergency stop button on the control panel to turn on the alarm bell when the button is pressed.
6. Report any abnormal functioning of the elevators such as jerking, delay or uneven level between the elevator floor' and the lobby floor. Contact the Management Company regarding any problem with the elevator.
7. The elevator must be kept clean at all times for the convenience of our residents and guests. Please do not leave any paper scraps, discarded mail or garbage in the elevator.

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J. LOBBY / MOVING / DELIVERIES

1. The main entrance to the building is NOT to be used for moving in, moving out or for delivery of large parcel, furniture, appliances or equipment. Only side entrances and/or the back loading dock entrance maybe used for these purposes. Contact the Management Company prior to your moving date so that the alarm on the back door can be disabled.
2. The security telephone in the front lobby is not to be used for personal calls to building residents.
3. Advance notice of at least **forty eight (48) hours** days must be given to the Management Company for all move-ins, all move-outs . In consideration for Common security deposit areas, these arrangements of are important. Pads will be is placed in the elevator. **A refundable deposit of \$250 is required for each move-in and move-out scheduled.** This will be refunded if no damage or soiling has occurred to the common elements as inspected and approved. Moves are to be made between the hours of 8:00 A.M. and 8:00 P.M. Any move completed without notice or a deposit on file will result in an immediate fine of \$250.00. Please contact management to schedule the move.
4. Since all common areas are carpeted and to protect the carpeting, moving companies must be advised in advance that common halls and elevators must be covered by Masonite type material that will be provided if asked of the mover.
5. Any damage caused to the common elements will be the responsibility of the Unit Owner and/or his/her Lessee.
6. Moving or delivery people are not permitted in the building unaccompanied by a resident. Service doors used should not be left open or unattended at any time.
7. No items shall be moved in or out over the balconies.

K. STORAGE LOCKERS

1. No flammable solvents are to be stored in the Storage Lockers.
2. No items are to be stored outside of the individual lockers, that is, in the storage room proper.
3. Owners/Renters must notify the management company of their locker number. Only one storage locker per residential Unit is permitted. The Management Company and Association are not responsible for loss of any items.
- 4. No food is to be stored in the lockers.**

L. LEASING OF UNITS

The following rules will apply to all leased Units until such time that they revert back to private use or upon resale:

1. No Unit shall be leased by a Unit Owner for hotel or transient purposes and no portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased, without the prior written consent of the Board or management company of the Property acting in accordance with

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the Board's direction. Additionally, no Parking Space shall be leased to any party other than a Unit Owner or Occupant of a Unit.

2. All Leases shall be in writing. Unit Owner must forward a copy of the executed lease to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. Leased residential Units are not to be used for any commercial purposes. Lessee has the same rights and responsibilities as the owner as indicated in the Declaration.

3. Unit Owners as Lessors are responsible for Lessee's problems and are required to pay any fines incurred as Lessors or by Lessees. 4. Unit Occupancy Limits are established by BOCA, Builders Owners and Contractors Associations of America under 1998 International Property Maintenance code and applicable Village of Bensenville Ordinances and regulations. **As per the Village of Bensenville the occupancy limits for the York Tower Residential condo is 2 people per a unit. If more than two people live in the unit it will result in an immediate fine of \$250.00 per month.**

5. Copies of the Declaration, Bylaws, Rules and Regulations of the York Tower Condominium Association as well as updates must be furnished to the Lessee by the Unit Owner for review. The Unit Owner will provide the Association a Receipt & Acknowledgement of Rules and Regulations form signed by the Lessee.

6. Lessee must sign a "Rider" to the Lease indicating that they have reviewed the covenants, conditions and restrictions as referenced to in Number 5 above and their intent to abide by them. A copy of the Rider is available from the Management Company. This Rider is to be made a part of the leasing agreement. Violation of these covenants may be subject to a fine of fifty (\$50.00) dollars per violation that will be charged to the assessment account of the Unit Owner (Lessor).

7. Copies of the Lease and Rider must be furnished to the Management Company within **Ten (10)** days of commencement of the Lease. Both Lease and Rider must be renewed and updated yearly. Updated copies shall be given to the Management Company at each year's renewal of the Lease.

8. Unit Owners are required to submit all lease renewals to the Association's Board **or Management Company** not less than thirty (30) days prior to the effective date of the new lease.

9. Guests may stay in Unit any length of time so long as Unit owners also occupy the Unit at the same time.

10. All leases **MUST** be for a minimum period of twelve (12) months. **(REV. JANUARY 2021)**

M. PARKING

Permitted Vehicles:

1. Passenger-type automobiles in a fully operable condition having no more than four (4) Entry doors and specifically excluding a limousines, lightweight motor vehicles and campers.

2. However, lightweight vehicles that have an "S", "RV", or other passenger license plate and shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand (8,000) pounds, shall have an overall width of less than seven (7) feet, shall have an overall length of less than twenty (20) feet and shall be of a design, which in the reasonable determination of the Board. Doesn't impede entry and exit from another's parking space shall be allowed.

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3. Motorbikes and motorcycles are permitted, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.

4. Any vehicles used for commercial purposes, including commercial vans having commercial lettering on the body, stretch limousines, buses or hearses used for commercial or personal use **shall not be permitted to be parked in the lot overnight.**

Non-Permitted Vehicles:

1. All vehicles other than those defined as Permitted Vehicles or Emergency vehicles.
2. Any Vehicles without valid state license plates or York Tower stickers if applicable.

Abandoned Vehicles:

1. Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or moved for at least seven (7) consecutive days; or which does not have a current, valid vehicle license plate; or which is in such condition that the acts of the vehicle's owner and condition of the vehicle clearly indicate it has been abandoned.

General Rules Regarding Parking:

1. No permitted vehicles shall be parked, maintained or stored so as to obstruct passage on Association walkways. All vehicles shall be parked within the marked boundaries for such vehicles.
2. Parking, maintenance or storage of non-permitted vehicles on any portion of the common elements, including driveway and parking areas, is prohibited. However, commercial vehicles may park on permitted areas for their normal commercial purposes so long as such parking is only for the period of time necessary to complete the services requested by a resident or the Association.
3. Parking directly in front of the entrance walk to any building entrance is allowed for a maximum of fifteen (15) minutes to load and unload items. Emergency lights must be on and blinking when parking in this area.
4. No mechanical work or oil changing shall be permitted on driveways or parking areas except in emergencies such as tire and/or battery repair.
5. Unit owners may be issued York Tower Condominium parking tags with identifying Unit numbers, which allows them parking on premises in the outside parking area. It will be the responsibility of the Unit Owner **to inform guests that they must park in visitor parking spot only.**
6. Parking is not allowed in designated handicap spaces in the outside areas unless a handicap tag or license plate is in or on the vehicle. Such violation is subject to a fine by the Bensenville Police Department and or tow away at the owner's expense.
7. **The towing company will be monitoring the lot between the hours of 2am-5am every day. Any vehicle parking in the lot between these hours must have a York Tower Vehicle registration sticker or be parked in a visitor parking spot.**
8. **Each unit may get up to one (1) permanent sticker with an option of one (1) additional parking sticker if the unit has a second vehicle registered to a York Tower address. Permanent stickers are to be placed in front window, lower corner on driver's side. It is the responsible of the unit owner to make sure they contact management if they are in need of a parking sticker.**

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9. The spaces marked visitor parking are available for guests of Unit Owners ONLY and are on a first-come, first-served basis. Any non registered vehicle can't be parked in the visitor parking spots for more than 3 days out of a 7 day period. Unit owners may not leave their vehicles in parking spaces designated for guest parking. Vehicles are subject to towing.

10. Any time a vehicle is towed pursuant to these vehicle rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event vehicle owner is a Unit Owner, the costs and expenses may be assessed to the Unit Owner's assessment account.

11. No pods, trailers or shipping containers are to be parked in the lot overnight.

Enforcement:

In addition to the other provisions for enforcement contained herein and in the Policies and Procedures regarding enforcement, the Board shall have authority to tow vehicles that are parked in violation of these rules under the following circumstances:

1. Vehicles shall not be parked, maintained or stored in a manner that interferes with ingress to and egress from an outside parking area or other common element. The Association, without notice to the owner of such vehicle and at the owner's expense, may remove any vehicle that is in violation.
2. Any vehicle that is abandoned may be removed by the Association without further notice, upon providing and affixing a notice of violation on the side window of the vehicle seven (7) days prior to towing.
3. When a vehicle is parked in violation of any of these Rules and the owner has been found guilty of two (2) prior violations of any provisions of these Vehicle Rules. The vehicle may be towed immediately upon the occurrence of the third violation without notice to the owner.
4. During or after any snowfall where there is an accumulation of (3) inches or more and where a vehicle is parked on the Property in such a manner as to interfere with snow removal, the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and may be moved Without notice to the vehicle owner.

N. Policies and Procedures Regarding Enforcement

1. Upon a first violation, the Management Company or appropriate authorized personnel of the Association shall notify the Unit Owner in writing. This notification serves as a warning to correct the violation.
2. Upon a second or continuing similar violation by a Unit Owner, the owner shall be notified in writing of the violation by the Management Company or appropriate authorized personnel of the Association and if the Board so elects, by the Association's attorney. The Unit Owner shall be assessed fifty (\$50.00) dollars to his/her assessment account for the time, costs and expenses of this notification, following an opportunity for a hearing as Set forth. In addition, the Unit Owner shall also be assessed as part of his/her assessment for the cost of legal fees incurred by the Association as they are billed to the Association by the Association's attorney.
3. Upon a third or continuing violation by a Unit Owner. The owner shall be notified of the violation by personnel of the Association and if the Board so elects, by the Association's attorney. The Unit Owner shall be assessed one hundred (\$100.00) dollars to his/her assessment account for the time. Costs and expenses of this notification, following an opportunity for a hearing as set

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forth. In addition, the Unit owner shall also be assessed as part of his assessment for the cost of legal fees incurred by the Association as they are billed to the Association by the Association's attorney.

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

5. There shall be assessed to the Unit Owner's assessment account the sum of five (\$5.00) dollars per day for a violation of a continuing nature in addition to any other fines imposed.

6. Any time a vehicle is towed pursuant to these vehicle rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event vehicle owner is a Unit Owner, the costs and expenses may be assessed to the Unit Owner's assessment account.

ANY FINE DEEMED FOR A VIOLATION OF A CONTINUING NATURE SHALL BE DEEMED A SINGLE INCIDENT OCCURRING EACH INDIVIDUAL DAY WITH A FINE IMPOSED EACH DAY THE VIOLATION HAS NOT BEEN ELIMINATED.

O. TRASH

1. Trash chute doors on each floor must be closed after use. Only limited amounts of food should be disposed of using the garbage disposal in each Unit. No coffee grounds are to be disposed of in the disposal.

2. Refuse and other paper trash should be securely fastened in bags and put down the trash chute. Securely fastened means tying bags or stapling to keep garbage such as bottles, melon rinds and chicken bones from spilling and spewing from the bags and littering the trash room floors. Trash so scattered constitutes a health and rodent hazard. "Gift wrap" your garbage if so necessary.

3. NO SHEETS OF CARDBOARD OR BOXES ARE TO BE SENT DOWN THE CHUTES. ALL BOXES ARE TO BE BROKEN DOWN, FLATTENED AND CARRIED DOWN TO THE DUMPSTERS. IF MAINTENANCE FINDS A UNIT THROWING BOXES OR CARDBOARD DOWN THE CHUTES IT WILL BE AN AUTOMATIC FINE OF \$250.

4. Trash should only be put down the trash chutes between the hours of 7:00 A.M. and 9:00 P.M. out of courtesy to other residents.

5. In the event the Association shall have a designated area to put paper and recycled material, owners will be notified not to drop these items down the chute but to bring recyclable material to the designated area.

6. All construction materials must be carried down to the dumpsters.

7. Special pick-up items are typically any item that is too heavy or big for one person to load it into the garbage dumpster and includes any shopping carts left by the building. Items that may require special pick up are carpeting, appliances, construction materials, personal belongings, furniture etc. Please contact Management if you leave a special pick up item out. Instructions will be given as to where to place the item(s) and the waste company will be contacted to remove. Note, you will be charged for any item(s) that require a special pick-up. Some smaller items can be broken down and placed in the dumpster which then will be removed without cost by the waste company. Do not dump any items, foods, etc. on the side of the building nor in the garbage rooms thinking someone will take your item down to the dumpster. It will be removed as needed

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and you will be charged for the clean-up/disposal and fined for dumping. Anyone found dumping such items without the special pick up put into place and by contacting Management prior will be charged for all chargeback fee(s) plus a \$250 fine. Unit owners are responsible to communicate with their tenants all of the rules of the Association, and you will be fined if your tenant breaks this rule of the Association. They should contact you if they have items to dispose of, you would contact us. Please make arrangements prior to disposal. **(REV. JANUARY 2021)**

P. RULES REGARDING USE AND CONDUCT FOR THE SWIMMING POOL

1. All activities by Unit Owners in and around the swimming pool shall be conducted in accordance with the provisions of the state and local public health departments and with any other applicable laws. In particular, the provisions contained in Circular 4.102, entitled Minimum Sanitary Requirements for the Design and Operation of Swimming Pools and Bathing Beaches (1981), as published by the State of Illinois, Department of Public Health, Consumer Health Protection, Division of Swimming Pools and Regulations, or the most recent edition thereof, shall control the activities which are permitted within the swimming pool and any surrounding areas. The provisions in Paragraphs 2 through 12 below are virtually identical with those contained in Rule 19.00 of Circular 4.102, which also provides for the adoption of other rules advisable for the health and safety of the persons using the pool.

2. Admission to the pool will be refused to all persons having any contagious disease, infectious condition, colds, fever, ring worm, open sores or any other condition that has the appearance of being infectious persons with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages or other bandages of any kind are not permitted. Any person under the influence of alcohol, drugs, or exhibiting erratic behavior shall not be permitted in the pool area.

3. No food will be allowed in the pool area. All drinks and beverages must be in plastic containers. No glass, cans or bottles are permitted in the pool area.

4. All persons are required to take a shower with soap and warm water before being allowed in the pool area.

5. Personal conduct within the pool area must be such that the safety of self and others is not jeopardized. No running, boisterous or rough play is permitted.

6. People in street shoes are not allowed in the pool area or on the pool deck.

7. All apparel worn in the pool shall be clean and sanitary. As such, everyone entering the pool must wear swimsuits. Cut offs, street shorts, halter tops and other clothing that may also be used as street clothing will not be permitted to be worn in the water.

8. Spitting, spouting of water or other activities that may introduce bacteria or other contaminants into the pool will not be permitted.

9. Glass, soap, lotion or other materials which might create hazardous conditions or interfere with efficient operation of the swimming pool are not permitted in the pool or on the pool deck.

10. All children must be potty trained or wear tight rubber shorts in order to use the swimming pool. If bathroom accidents happen anywhere in the swimming pool area, it is your responsibility to clean it up.

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Association or Management personnel must be notified immediately so that proper sanitation procedures can be performed, Diapers are not allowed in the pool.

11. All children under the age of five (5) years old must use an infant life vest.

12. ILLINOIS STATE LAW requires that ONLY rubber-soled shoes be worn on the concrete apron of the pool. Street shoes are not permitted.

13. NO glass of any kind is allowed in the swimming pool area.

14. The Board of Directors or the Management Company must grant permission for a Pool Party.

15. When leaving the pool area, all residents and guests are responsible for cleaning up articles brought in by them and their guests.

16. Diving is prohibited in the pool area. Please note the "NO DIVING" signs posted around the pool; the pool is not deep enough to allow diving.

17. No A.C. powered electrical appliances will be allowed in the pool area.

18. No one under 18 (Eighteen) years of age is permitted in the pool or pool area without adult supervision. CAUTION: A lifeguard is not available or on duty.

19. Guests of Owners or Residents may use the pool only when accompanied by the Owner or Resident. A maximum of two (2) guests at a time shall be allowed unless prior arrangements have been made with the Board or its duly authorized agents.

20. No pets are allowed anywhere in the pool area at any time.

21. No person may enter the pool area except during the regular operating hours of 6:00A.M. to 10:00 P.M. daily and until 11:00 P.M. on Fridays and Saturdays.

22. Every Owner or Resident has the responsibility to help maintain the rules of conduct for use of the pool and pool area, and is responsible to report all willful violations of the rules to the Board for review and enforcement.

23. In the event an individual is cited for violations of the pool rules for any reason, the pool privileges of that individual will be suspended for a period of fifteen (15) days. In the event an individual is required to be removed from the pool and pool area as a result of a violation, that individual's pool privileges will be suspended for an indefinite period at the Board's discretion.

24. Due to the importance of protection of the health and safety of all persons in the pool and pool area, any suspension of pool privileges will be applied immediately without any prior hearing. However, any individual whose privileges have been suspended shall be entitled to request a hearing in accordance with the enforcement policies and procedures of the Association's rules. In the event the person appealing the suspension is found to have been suspended improperly, the removal from the pool that was appealed will not be counted in determining any future suspension which might be imposed.

25. Removal violation from the pool rules is a serious which results consequence to in jeopardy be either exercised to the violator or only upon a to serious others or for failure to comply with the Association's pool rules despite repeated warnings by those in attendance. Any time a person is removed from the pool, a report shall be required to be filed by the Association describing the specific incidents resulting in the

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individuals removal. A copy of the report shall be made available to the individual suspended upon written request to the Association.

26. Only United States Coast Guard approved life jackets and preservers that are attached to the swimmer in the approved manner will be permitted in the swimming pool. Upon the prior approval of the Board or Property Manager, air mattresses, noodles, inner tubes, or inflatable chairs may be permitted.

27. No pool furniture, chaises, chairs, table or pads owned by the Association will be removed from the pool area for personal use.

28. And please remember" We don't swim in your toilet, please don't pee in our pool!"

29. Smoking is not permitted in the pool area.

Q. RULES AND REGULATIONS REGARDING INSURANCE

1. Henceforth, the Association's property insurance covering common elements and units shall also include limited common elements and except as otherwise determined by the Board, base walls, floors and ceilings of the units.

2. Common elements shall include fixtures within the unfinished interior surfaces of perimeter walls, floors and ceilings that were initially installed by the developer. They shall not include room divider walls and doorways or other walls added, by a past or current owner as an improvement to the unit. All floor, wall and ceiling coverings are excluded.

3. All insurance for improvements, additions and betterments to the units must be maintained by the unit owner.

4. The Board of Directors reserves the right to acquire insurance for unit improvements, additions and betterments, but they shall be assessed against the units so affected.

5. Improvements, additions and betterments are defined as all decorating, fixtures and furnishings added to, installed or located in the unit, including electrical fixtures, appliances, HVAC equipment, water heaters or built-in cabinets installed by current or past owners.

6. Deductibles. In the event an insurance claim is made, the Board of Directors reserves the right to either pay the amount of the deductible as a common expense or assess the amount against the unit owner(s) who caused the damage or cause those owners to pay the deductible.

7. When there is a claim for property damage, the Association's insurance is the primary insurance.

8. For any losses claimed under the Association's insurance policy, the proceeds shall be payable to the Association. The order in which proceeds are disbursed are as follows:

- a. Repair or restoration of common elements.
- b. Bare walls, ceilings and floor of units.

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- c. Betterments and improvements insurance by the Association (if any). UNIT OWNERS ARE NOT ENTITLED TO RECEIVE ANY PORTION OF THE PROCEEDS, unless there is a surplus.
- 9. Unit Insurance.
 - a. The Board requires each unit owner to purchase insurance covering personal liability and damage caused to another unit by negligence. The liability coverage must include the deductible of the owner whose unit is any damage not covered by insurance, as well as floor and wall coverings, appliances, furnishings, etc. Insurance policy is to name York Tower Condominium Association as additional insured. **Each unit owner must supply copy of insurance policy to the management each year upon renewal date. Failure to do so will result in a \$50.00 fine.**
 - b. If the unit owner does not purchase the required insurance required by the Board, the Board of Directors reserves the right to purchase unit owner insurance and charge the premium cost back to the unit owner.
 - c. All contractors performing work on Association property, whether on the common elements, limited common elements or units, exceeding \$10,000 shall provide a certificate of insurance naming the Association, the Board and managing agent as additional insured parties, as a condition of approval before any work may commence.

R. RULES AND REGULATIONS REGARDING THE DISPLAY OF FLAGS

Definitions:

- A. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material. Flora or balloons, or any other similar building, landscaping, or decorative component.
- B. A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made off fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

Rules and Regulations:

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

- 1. The following are the approved guidelines to be followed when displaying American or Military Flags: The flag must be rectangular in shape not to exceed 3 feet by 5 feet in size suspended on a pole (maximum length 65 inches) mounted by a bracket which is affixed to the trim board or brickwork no more than 75 inches above the ground or porch floor. The bracket must be capable of supporting the pole and flag at a 20 to 45 degree angle from vertical without damaging the building's exterior.
- 2. The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10, including but not limited to the following:

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- a. 6(a): It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.
 - b. 6(b): The flag should be hoisted briskly and lowered ceremoniously.
 - c. 6(c): The flag should not be displayed on days when the weather is inclement, except when all-weather flags are displayed.
 - d. 7(h): When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag should be placed at the peak of the staff unless the flag is at the half-staff. When the flag is suspended over a sidewalk from a rope extending from a house to a pole at the edge of the sidewalk, the flag should be hoisted out, union first, from the building.
 - e. 7(i): When displayed either horizontally or vertically against a wall, the union should be uppermost and to the flag's own right, that is, to the observer's left. When displayed in a window, the flag should be displayed in the same way, with the union or blue field to the left of the observer in the street.
3. A flag pole or mount may not be installed on a portion of the Common Elements. A flag pole or mount may be installed on that portion of the property considered a limited common element that is under the exclusive use and control of an Owner, specifically the balcony, patio, or exterior surface of an Owner's Unit.
4. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the flag pole.
5. Once installed, the owner will be responsible for the maintenance of the flag pole. If additional cost is required to maintain the portion of property on which the flag pole is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the flagpole to perform maintenance, the owner will be advised accordingly.
6. The owner shall be responsible to fund the entire cost of any maintenance, repair or replacement to the property resulting from installation of the flagpole. In addition, the owner must restore the property to its original condition upon removal of the flagpole. Owner does hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims for maintenance or damages to the flag or flagpole. Owner shall display any flag at their own risk.
7. The Owner hereby indemnifies and holds harmless the Board of the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the flag pole, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the flagpole.
8. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligation set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the flagpole must be removed, prior to conveyance.
10. All flagpoles must be installed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors

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may result in the dismantling and removal of the flagpole by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized flagpole shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the flagpole in consonance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

IN CONCLUSION:

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO AMEND, ALTER, OR CANCEL ANY OF THESE RULES AND TO MAKE SUCH OTHER RULES AS MAY BE DEEMED NECESSARY FOR THE SAFETY, CARE AND CLEANLINESS OF THE PREMISES, AND FOR SECURING THE COMFORT AND CONVENIENCE OF ALL RESIDENTS OF THE BUILDING.

IN THE EVENT THAT ANY OF THE HOUSE RULES MUST BE ENFORCED, THE UNIT OWNER DESIRING ENFORCEMENT SHOULD DIRECT A LETTER OUTLINING THE COMPLAINT TO THE BOARD OF DIRECTORS.

ANY PERSON BUYING A UNIT SHALL BE SUPPLIED WITH A COPY OF THESE RULES AND REGULATIONS AT THE TIME AN APPLICATION FOR THE PURCHASE IS APPROVED BY THE BOARD.

THE OWNERS SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE ASSOCIATION FOR THE ENFORCEMENT OF THE RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO COUNSEL FEES, LEGAL FEES, COURT COSTS AND ANY OTHER NECESSARY INCIDENTAL EXPENSES, WHICH SUMS MAY BE COLLECTED IN THE SAME MANNER AS A DEFAULT IN PAYMENT OF ANY ASSESSMENT.

OWNERS MUST PROVIDE THE BOARD/MANAGEMENT WITH INFORMATION THAT INCLUDES OCCUPANTS' NAMES, PHONE NUMBERS, PETS, AND AUTOMOBILES INCLUDING LICENSE NUMBERS.

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IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THESE RULES AND REGULATIONS OR ANY OTHER MATTER, YOU MAY WRITE TO THE BOARD AND SEND IT TO THE MANAGEMENT COMPANY AT THE FOLLOWING ADDRESS:

Professionally Managed by:

FirstService Residential

25 Northwest Point Blvd #330, Elk Grove Village, IL 60007

Phone (847) 459-0000 • Fax (847) 459-3003

YORK TOWER CONDOMINIUM ASSOCIATION LEASE RIDER

THIS RIDER is attached to and made a part of a Lease dated the day of _____ and between. (hereinafter referred to as LESSOR) and _____ (hereinafter referred to as LESSEE).

Lessor and Lessee hereby acknowledge that the leased premises are part and parcel of the York Tower Condominium Association and as such are subject to a certain Declaration of Condominium ownership and the Bylaws, and the Rules and Regulations of York Tower Condominium Association, an Illinois notfor-profit corporation. Lessee will in every respect comply with the said Declaration, the Bylaws, and the Rules and Regulations of York Tower Condominium Association and Lessee's tenancy of the leased premises is conditioned upon compliance with the said Declaration, Bylaws, and Rules and Regulations. If default be made in this matter, it shall be lawful for the Lessor at anytime to declare the term of this lease ended and to re-enter the leased premises with or without process of law and to remove Lessee or any person occupying the same, without prejudice to any remedies otherwise be used.

In addition, York Tower Condominium Association shall be a third party beneficiary of said lease and shall be entitled to pursue unavailable legal and equitable remedies available to either party under the lease in the event of any default.

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The rights and remedies of the Association described in this Rider shall be in addition to, and not in lieu of, any and all other legal and equitable rights and remedies available to the Association.

No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce same.

By my/our respective signatures below, I/we acknowledge receipt of a copy of the Declaration, Bylaws, Rules and Regulations of the York Tower Condominium Association and that we have read this Rider, understand its contents and agree to abide by its terms.

LESSEE: _____

LESSOR: _____

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YORK TOWER CONDOMINIUM ASSOCIATION VIOLATIONS AND FINES POLICY

1. In accordance with Section 18.4(1) 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 property manager, a resident or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the manager. Owners are responsible for the conduct of all residents and guests occupying or visiting their unit.
2. The person charged with the violation will be given written notice of the complaint, informing him 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.
3. At the hearing, they will have the opportunity to present a defense and respond to accusations. 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.
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 shall be closed.
5. 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.
6. There will be a **warning** for the first 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 second fine will be \$50.00. Third will be \$100.00 for each infraction. Fourth and subsequent fines will be \$200.00 for each infraction.**
7. 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.

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Violation Complaint- Witness Statement

PLEASE PRINT OR TYPE. Complete all the information to the best of your ability. If unknown. Please state so. Attach additional sheets if necessary,

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION:

Witness, _____ Unit No. _____ Phone No. _____
Additional _____ Unit No. _____ Phone No. _____

VIOLATOR:

Violator, _____ Unit No. _____ Phone No. _____
Unit No. _____ Phone No. _____

INFORMATION:

Were any photographs taken? YES NO

By Whom? _____

Attach all photographs to this form or forward to the duly authorized managing agent as soon as possible. Include photographer's name and date taken and anyone else who was present.

I have made the above statements based on my personal knowledge, and not upon what has been told to me. I will co-operate with the Association and its attorneys to provide additional statements or affidavits and in the event a hearing or trial is necessary. I will appear to testify as a witness.

Signature:

Date:

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RECEIPT AND ACKNOWLEDGMENT OF RULES AND REGULATIONS

I/WE HEREBY ACKNOWLEDGE THAT *WE* HAVE RECEIVED A COPY OF THE
RULES AND REGULATIONS PERTAINING TO SAID CONDOMINIUM. I HAVE
READ SAID RULES AND REGULATIONS AND FULLY UNDERSTAND THE
CONDOMINIUM POLICIES AND PROCEDURES.

PURCHASER: _____

DATE: _____

UNIT NUMBER _____