

RULES & REGULATIONS

**Welcome to the
Landmark Condominiums
(Revised August 2009)**

Section 1 - Use for Residential Purposes

- 1.1 Each condominium unit will be occupied and used by its respective Unit Owner(s) as a private dwelling only for such Owners, their families and social guests and for not other purposes whatsoever.
- 1.2 No Unit Owner may lease their condominium. Please refer to Amendment #97280163.
- 1.3 No immoral, improper, offensive or unlawful use will be made of any part of Condominium property. Each Unit Owner, at the owner's expense, will comply with, perform and fully satisfy all city, state and federal laws, statutes, ordinance, regulations, orders, or requirements affecting the Unit.

Section 2 - Assessment Payments

- 2.1 Assessment payments are due to be paid on the first day of each month to the Landmark Condominium Association in care of the Management Company.
- 2.2 If payment is not received by the 15th day of the month, a late fee of \$30.00 will be automatically applied to the Unit Owner's assessment account and a letter will be sent to the Homeowner by the Management Company.

Section 3 - Transit Areas to Remain Unobstructed

- 3.1 Vestibules, halls, stairways, elevators and other Condominium areas and facilities of a similar nature must remain unobstructed and will be used only for the purposes of normal transit. **No mats or other obstructions including footwear (of any kind), umbrellas, etc., may be placed outside entrance doors in the corridors.** These could be hazardous in case of emergency and are in violation of the fire code.
- 3.2 Lobbies, vestibules, hallways, stairways, elevators and other Condominium areas and facilities of a similar nature will not be used for personal shortage.
- 3.3 Residents, guests, and invitees will not be permitted to run, loiter or play in the lobby, vestibules, hallways, stairways, elevators, driveways, parking lots and/or other Condominium areas and facilities of a similar nature. Specifically, prohibited inside the building are skateboarding, rollerskating, bike riding, and throwing balls or other objects or similar activities. Residents are responsible for their guests.

- 3.4 **Residents shall be required to utilize exclusively both the lower garage and the East elevator designed for freight service when transporting packages, merchandise, or other objects which may adversely affect passengers in elevators devoted to transportation of owners, residents, and guests. Management Company must be notified at least 48 hours in advance of any move in order to provide the installation of protective pads in the elevator.** (See Section 18, pages 8,9).

Section 4 - Posting of Signs

- 4.1 No notice, sign of any matter whatsoever will be posted in the lobby, vestibule, hallway, stairway, elevator, or other Condominium areas without prior approval of the Board of Directors. No signs of any kind shall be placed in or on windows, doors, balconies, facades or other exterior surfaces of the building without similar prior approval.
- 4.2 The bulletin board in the mailroom is restricted to informative notices pertaining to residents only. The Board of Directors will have sole discretion on whether any item can be posted.

Section 5 - Fire Hazards

- 5.1 Unit Owners will not permit or allow anything to be done or kept in the Units, store rooms, or garage areas which would increase the rate of fire insurance on the Unit, or on the Condominium as a whole. (See Section 13.2, page 5).
- 5.2 Smoking is allowed only in residents' units. Smoking is not permitted in the party room when leased for an activity. Smoking is prohibited in all other common areas.

Section 6 - Noise Level and Odors

- 6.1 Residents will exercise extreme care about making noise or playing music at a level that may disturb other residents. No resident will play or allow to be played any musical instruments, radios, television, phonograph, or the like between the hours of 10:00 PM to 8:00 AM at a noise level which may or will disturb or annoy any other resident. Disturbances by unruly guests or residents may result in the assessment of a fine or other legal action as determined by the Board of Directors against the Unit Owner determined to be responsible for the disturbances.
- 6.2 Each Unit Owner is responsible for the actions of their guests and pets
- 6.3 Any construction (such as allowed within the rules set forth in the Declaration of Condominium Ownership) which may cause a disturbing noise must be carried out between the normal working hours of 8:00 AM to 6:00 PM (Monday thru Saturday).
- 6.4 Residents are required to keep the odor of cooking in the halls down by turning on the exhaust fans in each unit's kitchen or by opening a window.

- 6.5 Hardwood flooring is permitted within a homeowner's unit. However, any such flooring installed must include sound absorbent padding (insulation) under flooring. Prior to installing any hardwood or laminate flooring, contact the Management Company for specific details on minimum thickness of required insulation. If proper insulation is not included causing excessive noise levels/complaints, flooring may require re-installation to include proper insulation/padding, at Unit Owner's cost.**

Section 7 - Garbage Disposal

- 7.1 All garbage shall be disposed of in a sanitary manner in the facilities provided in the condominium complex. Only garbage and refuse that is properly wrapped in plastic bags and tied may be placed in the garbage chute. Materials that are too large for the garbage chute should be placed in the dumpster located in the upper level garage. Heavy items must be carried down and placed in the dumpster. All boxes must be flattened and placed in the dumpster. No garbage or refuse shall be left in the common area or utility room.
- 7.2 Residents are prohibited from discarding any material in the trash chute that could or may be hazardous to any person or property, or from discarding any material in violation of any federal or state environmental regulation. In addition to any fine assessed against a resident pursuant to Section 24, the responsible Unit Owner shall be liable for any and all damages and costs resulting from a violation of this Section 7.2.
- 7.3 Disposal of large items, such as carpeting, appliances or furniture requires special arrangements. The Unit Owner must make appropriate removal arrangements with their delivery company to haul away the discarded item(s) or make arrangements with the waster hauler for removal at the Unit Owner's expense.
- 7.4 Recycle bins are provided in the upper garage and are labeled for co-mingled materials (glass, plastic and metal) with newspapers separate. All containers, such as cans, bottles, etc., must be rinsed thoroughly before being placed in recycle bins. Plastic bags that may be used to carry items to the recycle bin(s) must NOT be placed in the bins. Items to be recycled should be emptied from the plastic bag, which should then be discarded in the garbage can located to the right of the recycle bins.

Section 8 - Security

- 8.1 Unit Owners are required to secure entrance doors when entering and leaving the Condominium complex. Residents are requested and required to notify Management Company immediately if any lock or door (including garage doors) does not properly function.

- 8.2 A security system has been provided for the building in which a TV monitor/buzzer/intercom system is used to monitor the access of non-residents to the condominium complex. To maintain the security within the building, residents are prohibited from admitting anyone into the building without first identifying the visitor or service personnel on the TV monitor or intercom system, and then allowing them entrance through the buzzer/intercom system.
- 8.3 Residents must not admit solicitors, regardless of their ages, thus enabling them to enter the building unattended and giving them access to all units. If a resident wishes to patronize a solicitor, the resident must meet them at the lobby door and escort them to exit when their business is completed.
- 8.4 At no time, shall any exterior doors (or garage doors) be propped open.
- 8.5 When entering or exiting the garage area, residents should wait to ascertain that the overhead garage door has closed completely before driving into or away from the garage.

If garage doors do not close properly, this may indicate a malfunction. Residents are asked to contact Management Company immediately when this occurs.

Section 9 - Damage to Common Elements

- 9.1 All damage to common elements caused by any Unit Owner or guest shall be their responsibility and be paid for by the Unit Owner. The Board of Directors and/or Management are specifically authorized to assess the responsible Unit Owner for the costs of repairing the damage to the common elements, and any such assessment shall be a lien on the responsible Unit's Owner.

Section 10 - Keeping of Pets

- 10.1 The keeping of household pets (defined as cats, tropical fish, birds) by owners or residents is permitted. **Dogs are not allowed to be owned by any resident.** Refer to Amendment 97352132. In the event an owner had a dog as of the effective date of this Amendment (May 19, 1997), the owner may continue to keep this dog in the unit. However, the owner may not replace this dog when it dies or is no longer kept in the unit.
- 10.2 Any allowable pet is required to be leashed when that pet is in any common area. Failing to keep the common area free of pet waste is a violation of these Rules and Regulations and each resident determined to have violated this provision is subject to a \$100.00 fine. All pet litter must be hand carried to the dumpster on the upper level garage for disposal and not placed within the garbage chute. Unit Owners are responsible for any damage caused by their pets.
- 10.3 Any such pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property. The Board of Directors will consult with legal counsel regarding the removal of a nuisance/disturbing pet. All legal fees will be charged to the Unit Owner on successful removal of the pet.

- 10.4 Visiting dogs are allowed on the property. Unit Owner's are responsible for visiting pets and must be leashed at all times, and pet waste picked up and disposed of as per 10.2 above.
- 10.5 Feeding animals is not permitted. Do not leave any food on the lawn for animals.
- 10.6 Bird feeders are not permitted on the balconies.

Section 11 - Repairs within a Particular Unit

- 11.1 Each Unit Owner shall perform all maintenance repair work within his unit. Each unit owner shall be responsible for all damage and liabilities that any failure to maintain or repair may cause. Entrance doors and HVAC closets must match the common area doors and embossed legacy doors, and must be fire rated in accordance with the City of Des Plaines building and fire codes. All windows and balcony doors must match on the exterior side, See Section 19.3.

Care must be taken to ensure the intercom system is not impacted during any renovations. If issues arise with the intercom system due to a Unit's Owner's renovations, the cost to repair the buildings intercom system will be at the responsible unit owners expense.

- 11.2 Unit door thresholds must be replaced with silver thresholds, as hallways are considered common areas.

Section 12 - Traffic and Parking Regulations

- 12.1 Unit Owners and residents shall not park nor shall they permit their families, guests or tenants to park, in the parking spaces of other owners, or in such a manner as to prevent ready access to the parking spaces of other owners. Improperly parked vehicles are subject to immediate removal at the owner's expense, without prior warning.
- 12.2 Unit Owners and residents and their families, guests, tenants, and employees shall abide by such traffic and parking regulations as may be posted in the parking areas on the driveways of the condominium.
- 12.3 Guest parking for visitors is available in front of the condominium building in spaces one (1) through twenty-nine (29). Anyone using the parking lot overnight must display a visitor's pass on the dashboard. A pass may be obtained from a member of the Board of Directors. See Section 12.7.
- 12.4 Overnight guest parking is allowed for no more than 7 consecutive days. Car owners should consider renting a space if they need to park at the landmark longer than the time allowed. Failure to comply will result in a fine issued to the home owner associated with the guest. In case of family situations and emergencies, the Board of Directors will grant approval for a longer period pending review. After 2 fines issued, the vehicle will be towed at owner's expense.

12.5 All vehicles are to be parked in designated parking spaces with the vehicle approximately in the center of the space, and not extending over a walkway, except for emergency vehicles, taxicabs, delivery vehicles, and maintenance whose size or purpose precludes use of visitor parking spaces. Spaces #30-89 outside are assigned resident parking only. Unauthorized parking in these spaces may result in towing of vehicle at owners expense.

12.6 **Moving vans or trucks are prohibited from using the ramp to the lower garage, as the ramp contains heating elements which may be damaged. Residents will be fined according should any delivery vehicle(s) utilize the lower level ramp.**

Signs indicating "No more than B Plate vehicles, and/or not over 8,000 lbs" are posted on the North Wall.

12.7 Vehicles illegally parked are subject to immediate towing at the owner's expense. Persons who park their vehicle(s) on the premises and who have no right to be on the premises shall be towed immediately without prior warning. Authorized persons on the property who violate these parking regulations MAY be warned once by a notice placed on the vehicle, notifying the owners of the vehicle that continued offense will result in the imposition of a fine and/or the vehicle being towed at the owner's expense. The Management Company will attempt, but is not required, to contact residents whose vehicles are violating these rules and regulations to request compliance with the parking regulation. The offending vehicle shall be subject to immediate towing at the vehicle owner's expense

12.8 Residents and unit owners may park in the Guest's parking spaces for periods of time of not more than two (2) hours. See Section 12.3

12.9 Only Permitted Vehicles (as hereinafter defined), as opposed to Non-Permitted or Abandoned Vehicles (as hereinafter defined) shall be parked in any visitor's parking space or owner's parking space. See Section 26. 15-26.18.

Section 13 - Safety

13.1 No Unit Owner or resident shall overload the electric wiring in the building or operate any machines, appliances, radio transmitting equipment or accessories in such a manner as to cause an unreasonable disturbance to others. Residents are prohibited from connecting any machines, appliances or equipment to the heating or plumbing system without prior written consent of the Management Company.

13.2 Residents are prohibited from storing combustible substances (such as paint thinners, naphtha, gasoline, oil paint, etc.) in the unit or storage rooms. See Section Five.

13.3 No one is allowed access onto the roof of the building without the prior approval of the Board of Directors.

- 13.4 Residents are required to make certain that all electrical equipment is properly wired and plugged into sockets. Residents are asked to disconnect TV sets and other appliances connected to wall sockets if the resident intends to be away from the unit for a prolonged period of time. Residents are advised that dishwasher flooding may be avoided by closing the valve on the water pipe under the sink before leaving for extended periods of time.
- 13.5 Residents are asked to be aware of strangers loitering around the condominium complex. **Common doors controlled by keys may not be propped open at any time for everyone's safety.** Management Company and the Board of Directors request that each resident close the door and report such activity to the Management Company.
- 13.6 Fire extinguishers are placed in the Condominium Common Areas for each resident's safety and each resident is advised to learn the location of the nearest fire extinguisher. All smoke alarms within each unit must be kept in working order by the resident of the unit. Tampering with a smoke alarm or fire extinguisher is specifically prohibited.
- 13.7 At the sound of the fire alarm, all residents must vacate the building by the nearest stairway. Under no circumstances shall residents use the elevators immediately after a fire alarm has been sounded. Handicapped persons are advised to notify, by telephone if possible, the City of Des Plaines Fire Department of their location. If the telephones are not operational, handicapped persons are advised to signal emergency personnel from their balconies.
- 13.8 **Suggestions for high-rise Safety Evacuation (from City of Des Plaines Fire Department)**

In the event of a fire, and escape is possible -

- Feel the door to check for heat PRIOR to opening
- Escape via stairwells only. Be sure stairwell doors close behind you following exit.
- If exit way is smoky but passable, cover nose and mouth with wet cloth to facilitate breathing.
- Under no circumstances use elevators; power failure may trap people in elevators, or doors may inadvertently open on the fire door.
- Close all residential doors upon evacuation.
- Stay as near to the floor as possible (air is cleaner and cooler), crawl if necessary, and stay in contact with the hallway wall as a reference point.

In the event of fire and escape is NOT Possible:

- If smoke is excessive or door feels hot PRIOR to opening, stay in your unit.
- Seal doors and cracks where smoke may enter with tape, wet towel, or other appropriate material.
- For rescue purposes, call Fire Department with Unit Number, location and number of occupants.
- Listen to public address announcements for up-to-date fire conditions, and instructions by Fire Department personnel.

- Open windows to ventilate smoke and allow fresh to enter.
 - If necessary, and if practical in your building, break out windows and alert rescue personnel by displaying towel, sheet or other appropriate material.
- 13.9 Children under the age of eighteen (18) are prohibited from using equipment in the exercise room without a person over the age of twenty-one (21) being present during such use and supervising such use.

Section 14 - Laundry Rooms

- 14.1 The appliances available in the laundry rooms shall be open for use of the residents and their domestic employees only. Residents are required to clean each piece of equipment after each use. Residents must remove their laundry from the machine promptly as other may be waiting to use them. Operating periods of the equipment is 30 minutes for washers, and 60 minutes for dryers.
- 14.2 Use of equipment in the laundry rooms is permitted only during the time posted in the laundry room. Residents are requested to keep laundry room doors closed, pursuant to requirements for the City of Des Plaines Building and Fire Codes.
- 14.3 Clothes washers and dryers may not be installed in any unit. Any washer or dryer in a unit as of March 12, 2003 must be removed when the unit is sold.

Section 15 - Elevators

- 15.1 No notices, signs or any matter whatsoever shall be placed in the elevator or elevator areas without prior approval of Management of the Board of Directors. Defacing of these areas is specifically prohibited and any person found defacing or damaging the elevator or any other common element will be charged for the repair or replacement of the damaged area. The elevator is not to be delayed for any reason except loading and unloading.
- 15.2 Smoking on the elevators is prohibited.
- 15.3 Use of the elevators for purposes of moving in/out of the condominiums is governed by the regulations set forth in Section 18.

Section 16 - Balconies

- 16.1 Each resident is advised that the balcony of the condominium unit is limited common area under the Declaration of Condominium Ownership and By-Laws. as such, this space is not for storage or storage containers.
- 16.2 Only patio furnishings are allowed on the balcony.
- 16.3 Residents are cautioned against leaving furnishings and barbeques unsecured, in the event of high winds. Injuries or property damage caused by falling objects are the responsibility of the unit owner.

- 16.4 If any balcony is damaged for any reason, it shall be the unit owner's responsibility for the costs incurred to repair the damage.

Section 17 - Garage

- 17.1 Because of the danger of carbon monoxide, vehicles are not to be warmed up inside of the garage.
- 17.2 Residents are required to properly clean up oil spills and radiator spills promptly. Drip pans must be used when vehicles have leaks.
- 17.3 Door opener transmitters are the property of the owner of the related parking space. Operational problems with the functioning of the automatic doors should be reported immediately to the Management Company.
- 17.4. No hazardous materials may be stored in the garage area.
- 17.5 Repair of vehicles in the garage areas of anywhere on the common elements is prohibited.
- 17.6 Washing of vehicles in the garage is prohibited.
- 17.7 Storage is permitted in the garage area within the individual unit owner's parking space. (Large items of any kind extending beyond the side marking lines are not permitted). All items stored must be neat and orderly. The Board of Directors will have sole determination on whether the stored items are neat and orderly, their determination will be binding on the unit owner.
- 17.8 The unit owner is responsible for any and all damage to the membrane parking surface caused by acts of the owner or their invitees for from petroleum based product, such as but not limited to oil, gasoline, and the like. All related costs necessary to repair the membrane to its original condition will be charged to the unit owner's assessment account. The Board of Directors will have sole determination on whether the damage is the responsibility of the owner; their determination will be binding on the unit owner.
- 17.9 At no time may any hooks, of any kind, or hanging items be affixed into any part of the garage walls for hanging items within your garage space. At no time, may holes be drilled into the garage walls for any reason. Violators will be fined accordingly.

Section 18 - Moving

**Moving Hours are Monday - Saturday 8 AM - 9 PM.
No moving on Sunday or other major religious or legal holidays without prior
written approval by the Board of Directors.**

Regulations for moving in / out of the Condominium complex are as follows:

- 18.1 Inform Management Company at least 48 hours of a time scheduled for move in /out time you will be arriving / departing from the condominium complex) so that the EAST Elevator can be padded and reserved.
- 18.2 Obtain an elevator key from a member of the Board of Directors the day prior to move in/out (a \$100.00 deposit will be charge for an elevator key that will be held until the key is returned).
- 18.3 After arriving at the building, the moving truck must be parked by the top of the ramp for unloading without obstructing cars entering or entering the lower garage. **UNDER NO CIRCUMSTANCES IS THE TRUCK / VAN TO DRIVE DOWN THE RAMP FOR UNLOADING.** Press garage door opener (lower level opener only) - if your parking space is on the Upper Level, you will have to go through the personal door at the bottom of the ramp, with a Public Area key, press the "OPEN" bottom next to the door). After the door has opened, hang a towel of some sort over the electric eye next to the garage door - this will prevent the garage door from closing. It is the obligation of the moving party to maintain the security of the building during this process.
- 18, 4 Take the first load of belongings to the EAST elevator. Insert Public Area key in the elevator call button and the light will go on telling you the elevator is on its way. When the elevator door opens, take the "elevator key" and insert into the lock designated "Ind/Norm" on the upper left-hand side. Turn the key to "Ind". This will hold the door open until you are finished loading.

After loading, press the floor number desired and hold the button until the elevator door is completely closed. The elevator will not stop on any other floor. Remove the key from the elevator whenever the elevator is unattended, many keys have been lost in this manner. Repeat this process until your move is completed.
- 18.5 Moving should proceed relatively quickly if these guidelines are followed. After the move is completed, return the elevator lock to the "Norm" (Normal Operations) position and remove the key (turn back to center). Remove the towel placed over the electric eye of the garage door.
- 18.6 Return the elevator key immediately upon completion of the move.
- 18.7 Moving company and owner/tenant will be responsible for any damage done to the building (including overhead heater lamps) during move.
- 18.8 A \$100.00 fine will be assessed for any moving done through the front door or lobby of the building. A \$100.00 fine will be assessed for any move that occupies both elevators at any time during the move. This is a hazard in the event of an emergency.
- 18.9 Any move of furniture or appliances in or out of the building **MUST** be scheduled at least 48 hours in advance.

- 18.10 After the move is completed, place all empty flattened boxes next to the dumpsters in the garbage room located in the Upper Level Garage. DO NOT LEAVE any furniture or personal items in the garage or near dumpsters. UNDER NO CIRCUMSTANCES IS ANYTHING TO BE LEFT IN THE LOWER LEVEL GARAGE.
- 18.11 There will be a charge of \$100.00 to cover move in / move out activity. A \$150.00 refundable deposit is required to offset any potential damage to the common elements that may occur during the move.

Section 19 - Appearance of Building and Common Elements

- 19.1 Windows are to be cleaned and maintained in such a manner as not to detract from the building's appearance. Non-decorative items may not be hung or stored on the outside of windows or on the balconies,
- 19.2 Parties may be held in the community room or in any other common elements only with prior permission of the management company or the Board of Directors.
- 19.3 Exterior and common area doors and windows must match in design and color and fire codes of all common area doors and windows. See Section 11.
- 19.4 Residents and their employees or visitors are prohibited from throwing anything out of or in any way allowing anything to fall from the windows or balconies of the units. This includes, but is not limited to, food and birdseed. No garbage cans, supplies, footwear of any kind, laundry, rugs or other articles shall be placed in the corridors of the stairwell landings. No tablecloths, rugs, clothing, curtains or mops shall be shaken from any window or balcony or in the stairwells.

Section 20 - Community Room

The Community Room is available for rent - for non-commercial, legal purposes - upon the following terms and conditions:

- 20.1 Persons entitled to rent the Community Room ("eligible Lessees") are limited to:
- a) Unit Owners who currently reside at The Landmark
 - b) Unit Owners who do not currently reside at the The Landmark, provided such Unit Owner shall be physically present in the Community Room for the duration of the rental period
 - c) Tenants who hold valid leases.

The Lessee must be present for the duration of the rental period.

- 20.2 Subject to availability, the Community Room may be leased by an eligible lessee by contacting the designated Board Member to schedule the date, time duration of the desired rental period.

- 20.3 The rental for the Community Room for any one event (as determined by the Board of Directors from time to time and defined as one period of not more than 8 hours), shall be \$50.00; and shall be paid to the Landmark Condominium Association prior to the event. In addition, a \$150.00 refundable security deposit (in the form of a separate check), shall be required. In the event that the Community Room is cleaned and restored to the same condition as it was prior to the event, and the Community Room key(s) are returned, the security deposit shall be refunded.
- 20.4 Eligible lessees and their guests are permitted to occupy the courtyard adjacent to the Community Room as long as they comply with the provision of Section 6 of these Rules and Regulations.
- 20.5 The provisions of Section 6 and 12 are specifically applicable to eligible lessees and their invitees.
- 20.6 The sale of alcoholic beverage is strictly prohibited. UNDER NO CIRCUMSTANCES SHALL ALCOHOLIC BEVERAGES BE SERVED TO PERSONS UNDER 21 YEARS OF AGE.
- 20.7 After 10PM, all eligible lessees and their invitees shall confine their activities to the Community Room.
- 20.8 The eligible lessee shall be responsible for any and all damage caused to the Community Room, any condominium property, or any other person or property by any person during or immediately after the event.
- 20.9 The eligible lessee shall insure that nothing is suspended, attached to or hung from the overhead sprinklers, and that only masking tape is used to affix decorations and that all refuse is disposed of in the proper containers.
- 20.10 Eligible lessees shall advise guests that use of the exercise equipment in the exercise room is prohibited. Any injury or damage resulting from the violation of this rule shall be the responsibility of the eligible lessee (and, in the case of a tenant, the unit owner).

Section 21 - Amendments

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

Section 22 - General Information

- 22.1 Each unit owner will provide Management Company or the Board access to the unit for any emergency purpose or to insure compliance with these Rules & Regulations.
- 22.2 Owners are required to pay for the repair of any damage inflicted by them, their guests or employees to the common elements of the building.

- 22.3 This copy of the Rules and Regulations is the property of the unit owner, and as part of any transfer of the ownership or occupancy of this unit, must be delivered to the transferee unit owner or successor tenant.

Section 23 - Compliance

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

Section 24 - Endorsement Provisions

- 24.1 In order to ensure compliance with these Rules and Regulations, the Landmark Condominium Association Board of Directors is authorized to enforce these Rules and Regulations in accordance with the following guidelines (subject to more specific provisions elsewhere in these Rules and Regulations).

- a) Upon the first violation of any particular rule or regulation contained herein, the Board shall cause to be issued a Warning Notice, informing the resident of the nature of the alleged violation. Unless within fifteen (15) days of his/her receipt of the Warning Notice the resident advises the Board of Directors of his or her desire to contest the alleged violation and requests a hearing before the Board of Directors (or a committee of not less than three (3) directors), the violation shall be considered admitted.
- b) Upon the second and subsequent violations of any particular rule or regulation, the Board of Directors shall cause to be issued a notice of violation specifying the nature of the alleged violation and a time and date when a hearing on the matter will be conducted before the Board of Directors. If, after the hearing, the Board of Directors determines that the allegations of the notice of violation are proven, the Board of Directors may impose a fine on the violator (or unit owner, in the event the violator is guest of a unit owner), based on the following schedule (unless otherwise stated in the Rules and Regulations):

<u>Violation</u>	<u>Fine</u>	<u>Expiration</u>
First Violation	Warning Notice	90 Days
Second Violation	\$50.00	6 Months
Third Violation	\$75.00	9 Months
Fourth & Subsequent Violations	\$100 - \$500	1 Year

- c) If the resident fails to attend the scheduled hearing, the alleged violation will be considered admitted and a fine may be imposed.

- d) If any alleged violation shall be on a continuous nature and shall not be remedied within a Reasonable time, as determined by the Board of Directors, of the notice of alleged violation, such continuing alleged violation shall constitute a new alleged violation for which a new notice of alleged violation may be served by the Board of Directors or Management Company.
- 24.2 Any fine imposed for violation of the Rules and Regulations shall be added to the amount of the owner and be due and payable with the next assessment. Should the unit owner not pay the fine, collection will following the Collection Policy for Assessments. Any and all costs expended to collect any fine will be the responsibility of the unit owner.
- 24.3 Residents of the Condominium Complex may bring a violation at the attention of the Board of Directors by completing a VIOLATION COMPLAINT in the form attached hereto as Exhibit B. Additional copies of the Violation Complaint may be obtained from Management Company.

Section 25 - Leasing of Condominium Unit

- 25.1 See Amendment 97352132.

Section 26 - Definitions

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or it is commonly understood meaning as indicated both by the context in which it is found and by its dictionary, whenever it first may be found.

- 26.1 Declaration - The Declaration of Condominium Ownership and the Easements Restrictions, Covenants and By-Laws for Landmark Condominium Association which was registered in the Office of the Registrar of Torrens Titles and Deeds of Cook County, Illinois, as amended from time to time hereafter.
- 26.2 By-Laws - The By-Laws of Landmark Condominium Association, and as amended form time to time hereafter.
- 26.3 Property - All the real property against which the Declaration has been recorded, including any improvements thereon.
- 26.4 Act - The Illinois Condominium Property Act, as amended from time to time.
- 26.5 Association - The Landmark Condominium Association, an Illinois Not-For-Profit Corporation and a Condominium organized pursuant to the Illinois Condominium Property Act.
- 26.6 Board of Directors - The Board of Directors of the Association.
- 26.7 Rules or Rules and Regulations - The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.

- 26.8 Common Property - The Common Elements of the Association, as defined in the Act and the Declaration.
- 26.9 Unit - A portion of the Property which is owned exclusively by a Unit Owner.
- 26.10 Owner or Unit Owner - The owner or owners of a Unit, as revealed by the public records, including a Contractor Seller, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner by the trust and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
- 26.11 Member or Member of the Association - A Unit Owner.
- 26.12 Resident - A person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- 26.13 Common Expense or Assessment - Any amount which the Board of Directors may assess or levy again a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.
- 26.14 Managing Agent, Manager, or Management - The person or entity, which has been employed by the Association to manage the daily administration of the Property in the manner directed by Board.
- 26.15 Permitted Vehicles -
- a) Residents - Passenger -type automobiles, pickup trucks and vans that have not been modified to increase length, width or height of the vehicle, and motorbikes and motorcycles, provided that each of the foregoing is registered to be driven on public roads and highways. Section 12.
 - b) Non-Commercial Vehicle - same as permitted Vehicles - Residents
 - c) Commercial Vehicles - service and delivery vehicles authorized by the Board of Directors or a resident to enter the condominium property, solely for the period of time necessary to perform the functions for which the commercial vehicle was given authority to enter the condominium property.
- 26.16 Emergency Vehicles - Ambulances and hospital or medical vehicles or any type, or fire fighting vehicles of any type, or police protection vehicles of any type, or snow plowing vehicles, or Utility vehicles that each of the foregoing is being utilized for emergency purposes for the health, safety, and welfare of the Unit Owners, Residents and other persona on the Property. See Section 12.
- 26.17 Non-permitted Vehicles - All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles to include but not limited to: recreation vehicles, boats, trailers or airplanes.

26.18 Abandoned Vehicle - Any vehicle that is such that acts of the vehicle owner and the condition of the vehicle reasonably indicate to the Board of Directors or Management Company, in its reasonable discretion that it has been abandoned. See Section 12.

To: Violator's Name and/ or Unit Owner

From: Landmark Condominium Association

Date:

You are hereby informed that you have violated Section(s) of the Landmark Condominium Association Rules and Regulations by:

(1) This is your first violation is only a warning. However, subsequent violations may result in the imposition of a fine or other penalties. If you wish to contest this notice of violation you must contact the Board of Directors within fifteen (15) days of receipt of this notice and request a hearing. If you do not, the violation shall automatically be admitted.

2) This is your violation of the rules and/or regulation specified above. A hearing before the Board of Directors has been scheduled for (time)at p.m. Please be advised that a fine may be imposed as a result of this violation. If you fail to appear at the hearing, the violation will be considered admitted.

Sincerely,

Landmark Condominium Association Board of Directors
Cc: Management Company

Exhibit B

LANDMARK CONDOMINIUM ASSOCIATION VIOLATION COMPLAINT

TO: Landmark Condominium Association

Violator's Name: _____ (if known)

Unit No: _____

Type of Violation:

- Parking Violation (Section Eleven)
- Noise Levels and Odors (Section Five)
- Other Violation (please specify)

Describe the nature of the Violation: