

**II-1            Use and Repair of Units**

**II-1.01            Uses Permitted**

Units may be utilized for residential purposes only, except that the Association shall be allowed to own a unit for use as a management office and residents may maintain business records and receive professional correspondence and telephone communications at their residences. No resident may operate a business for profit from their unit that exposes the Association to any liability, causes the resident to violate other rules or constitutes a commercial use, as defined by local municipal codes.

**II-1.02            Unit Owner Property**

All interior drywall, moldings, floor coverings, wall coverings, draperies and window shades, appliances, cabinets, plumbing fixtures, valves and traps, exhaust vents, water heating and heating and air conditioning equipment, all electrical fixtures, and all furnishings and interior decorating are the property of the unit owner, who is solely responsible for the care, cleaning, maintenance, repair, replacement and insurance of such property.

**II-1.03            Unit Owner Responsibility for Limited Common Elements**

In addition to the property mentioned above, the unit owner is also solely responsible for the care, cleaning, maintenance, repair, replacement and insurance of all betterments, fixtures or personal property within the limited common elements appurtenant and assigned to the unit, for the exclusive use of occupants of that unit. The limited common elements are defined and described in that section of the rules and regulations.

**II-1.04            Unit Owner Responsibility for Common Elements**

The unit owner's responsibility for the common elements, other than payment of his share of the common expenses, is outlined in that section of the rules and regulations.

**II-1.05            Utilities**

Utilities are for the exclusive use of a particular unit, with two exceptions: (1) the D (penthouse) unit shall provide electricity for the electric heater in the garage water meter room and shall keep the furnace vent to that room open during cold weather; and (2) residents shall allow the use of water from exterior spigots for the purpose of establishing newly-planted sod and landscape trees and shrubs, in the vicinity of their units. Each owner must provide for turn-on and shut-off of all meters and must supply water, gas and electricity for his unit at his own expense.

**II-1.06            Utility Repairs**

The Association provides maintenance and repair of water and sewer lines that are not unit specific. Any water, sewer, gas or electrical lines that serve only one unit are the sole responsibility of that unit owner. Each owner must know the location of shut-off valves for water, gas and electricity to his unit, and must act to shut off any utility service to his unit, in order to prevent damage to the units or the common property. Unit owners must maintain sufficient heat in the units to prevent water pipes from freezing and breaking.

**II-1.07            Structural Impairments**

No remodeling shall be done inside any unit that might in any way impair the structural integrity of a building. Consult the management office for more information.

**II-1.08            Building Code Requirements**

To the best of the Board's knowledge, the common elements and units were built in accordance with building codes in force at the time. Unit owners shall be solely responsible for compliance with current

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building codes that pertain to unit property and limited common elements appurtenant to the unit. Such code changes include, but are not limited to, electrical wiring and fixtures, plumbing and plumbing fixtures, insulation and ventilation, and the like.

### **II-1.09            Maintenance of Appliances**

Each unit owner shall make prompt repairs to gas appliances and connections, to prevent the escape of gas into the unit and any adjoining property. Each unit owner shall make prompt repairs to water heaters, clothes washers, dishwashers and the air conditioning system, to mitigate water escape and damage to adjoining units. Clothes washers should spin dry clothing sufficiently to prevent excess moisture exhaust from clothes dryers into the garage. Upon replacement of a refrigerator or air conditioning unit, each unit owner shall make certain chemicals from the old unit are properly recaptured and removed from the property. Each unit owner shall take care not to overload electrical circuits and to properly maintain wiring.

### **II-1.10            Failure to Maintain Appliances**

Any damage to common elements caused by a unit owner's failure to maintain, repair or replace unit appliances and heating and air conditioning equipment will be repaired at that unit owner's expense.

### **II-1.11            Window Coverings**

Window coverings are required. No linens, newspaper, cardboard, foil or other inappropriate material shall be used as a window covering. New residents will have a period of thirty (30) days to comply. Missing or damaged window coverings must be replaced or repaired, upon notice from the management office.

### **II-1.12            Window Insulation Kits**

Plastic window insulation kits, designed to prevent winter drafts and heat escape, may only be installed on the interior of the unit. No exterior installation is permitted.

### **II-1.13            Sign Restrictions**

No resident shall display any "For Rent", "For Sale", or any other type of sign or advertisement in a unit window, or in a location that may be viewed through a unit window, or on the common property, except as authorized herein by the Board of Directors. Window signs are permitted during election campaigns, but these may not be displayed more than thirty (30) days before and must be removed immediately after the polls close on Election Day.

### **II-1.14            Extermination Policy**

Each unit owner is responsible for keeping the unit interior in a condition free of all vermin and rodents. Any building found to harbor roaches will require immediate, mandatory inspection and extermination by a licensed, qualified professional. Appointments will be coordinated through the Quincy Park office, to assure effectiveness of treatment. Treatment will continue until the building is determined to be pest-free. Instructions for preparation must be followed. Failure of any individual to comply with this rule will cause the Board of Directors to hold that owner responsible for endangering the health and welfare of all building occupants. Such owner may then be subject to assuming the cost of extermination for the entire building.

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Residents shall exercise extreme care about making any noise that might disturb other residents, through the use of musical instruments, audio and video equipment, voices, power tools, loud vehicles, car alarms, garage door openers and the like.

### **II-1.16              Zero Tolerance of Gang and Criminal Activity**

The Declaration and the rules and regulations prohibit any noxious or offensive activity. The Association will fine all known instances of gang and/or criminal activity within a unit or on common areas as a nuisance to the community and may take action to evict the resident(s).

### **II-1.17              Limit of Occupants**

Occupancy of any Quincy Park unit is limited to five (5) persons by the municipal building code.

## **II-2                  Sale, Lease and Mortgage Refinance of a Unit**

### **II-2.01              Documentation Required**

The unit owner must obtain, through the Quincy Park office, a sale packet or lease packet, prior to selling or leasing a unit. All required paperwork must be completed and submitted to the Quincy Park office, along with a copy of the sale contract or lease, at least ten (10) business days prior to the closing date of the sale or the occupancy of a tenant. Signs are subject to rules II-1.13 and IV-2.24.

### **II-2.02              Registration of Leased Units**

Owners who lease their units must register to do so with the City of Prospect Heights, as required by municipal code. The Quincy Park office co-operates with the City in providing a list of leased units.

### **II-2.03              Inspection Required Prior to Sale**

Any unit being sold must be in full compliance with municipal codes and all rules of the Association. If an inspection reveals violations or damages to common or limited common elements, the seller will be notified in writing and will be responsible for corrections. The seller must make corrections to all items listed in the sale contract and/or mandated by municipal law, prior to closing. Corrections to building components and items not listed in the sale contract will be charged to the seller in the paid assessment letter issued by the Quincy Park office. Closing fees include one compliance inspection and one paid assessment letter. Each follow-up inspection or amended letter will result in an added \$35.00 charge.

### **II-2.04              Mortgage Questionnaire and Refinance**

The office will complete a mortgage questionnaire of more than one page or provide a paid assessment letter for refinancing at a cost of \$25.00 each. There is no charge for a one-page mortgage questionnaire. These charges apply whether or not the mortgage or refinance is completed.

### **II-3                    Assessments and Collection Policy**

#### **II-3.01                Payment of Assessments**

Each unit owner is responsible to make prompt payment of the monthly assessment. Assessments are due on or before the first day of each month. Payments received will be applied to the oldest outstanding assessments, before being applied to any other charges. Payment is due, whether or not an owner receives a coupon book from the Association, on the first of each month.

#### **II-3.02                Method of Payment**

Payments must be made using the payment coupons provided, to the lockbox location, and in the manner proscribed by the Board of Directors.

#### **II-3.03                Late Charges**

Any payments received after the tenth (10th) day of the month (or on the next business day, if the 10th falls on a Saturday, Sunday or holiday), shall be considered late. Unit owners shall be assessed a late charge of thirty-five dollars (\$35.00) for each month that payments are not received at the lockbox on time.

#### **II-3.04                Replacement Coupon Book**

Failure to receive a coupon book must be reported by January 15<sup>th</sup>. After January 15<sup>th</sup>, replacement coupon books will be supplied at a cost of \$10.00.

#### **II-3.05                Collection of Delinquent Accounts**

Any unit account with an outstanding balance more than sixty (60) days past due may be turned over to the Association's attorney for collection. All costs for collection, including legal and administrative fees, shall be charged to the unit account.

#### **II-3.06                Forfeiture of Privileges**

Any unit owner whose account is delinquent shall forfeit all privileges of membership in the Association, including, but not limited to, use of the pool facility. Any resident of such unit, including tenants and their guests, shall also forfeit all privileges.

#### **II-3.07                Returned Checks**

Owners are responsible for their assessment payment checks clearing the bank. Any owner whose check is returned, due to insufficient funds (NSF) or closed account, shall reimburse the Association for all bank processing fees paid. A late charge will also be charged, if the payment is not made good by the tenth (10th) day of that month.

**II-4            Initial Registration and Annual Census**

**II-4.01            Registration and Annual Census Required**

All residents, all household pets, and all motor vehicles garaged or parked within the subdivision (including Cove Drive, Quaker Lane and Old Willow Road) must be registered, via census form, at the Quincy Park office, within ten (10) days of occupancy, and on an annual basis thereafter.

**II-4.02            Prompt Report of Census Changes**

All changes to the annual census form must be reported to the Quincy Park office within ten (10) days of the change. Changes include, but are not limited to: the addition and/or removal of a resident, pet or vehicle; any change in your home, work or emergency phone numbers; a change in your liability and property insurance carrier and policy number; and a change of mailing address.

**II-4.03            Failure to Submit Census Form**

Failure to submit a census by the deadline date specified on the form and/or cover letter will result in a violation notice and fine.

**II-4.04            Incomplete or Falsified Census Form**

Submission of an incomplete or falsified census form will be considered the same as failure to submit a census form and will also result in a violation notice and fine.

**II-4.05            Proof of Insurance Required**

The Illinois Condominium Property Act allows associations to require members to submit proof of liability insurance. Each unit owner must submit a current copy of his or her unit owner's liability insurance, along with the annual census. Failure to submit proof of insurance will be considered the same as failure to submit a census form and will result in a violation notice and fine.

**II-4.06            Type and Extent of Insurance Required**

The personal liability of a unit owner or association member must include the deductible of any owner whose unit is damaged and any damage not covered by insurance, as well as decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

**II-4.07            Board of Directors' Remedies Permitted and Liability Limited**

If a unit owner does not purchase or produce evidence of insurance requested by the board, the directors may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.