

Building Rules

1700 PARK STREET CONDOMINIUM ASSOCIATION BUILDING RULES

Prepared by Board of Directors

At their meeting Tuesday, December 13, 2022

(Note: The following rules and regulations were adopted by unanimous vote of the Board of Directors. They are to be observed in conjunction and in addition to rules in the Association's By Laws and Adoption Agreement.)

COMMON AREA DAMAGE

All unit owners will be held responsible for any damage to common area property done by them, any employee, contractor or visitor. This includes but is not limited to damage to carpeting, walls, furniture, doors, windows, rest rooms, or elevator. Any improvements or construction performed in any suite must have ALL of the following completed items prior to commencement of said work.

1. Plans need to be submitted to the Board for their approval. This must be approved prior to any work being started.
2. Appropriate approval of said improvements by the City of Naperville via an approved City permit which needs to be posted in the window of the unit as well as a copy provided to the Association via email.
3. Lastly, and if the Board so deems necessary, a bond may be required to be obtained to ensure that expense for any damage to the common areas of the property will be covered.

INSURANCE CERTIFICATES

It is imperative that each owner (and sublessee) have current certificates of insurance on file with the Association. The proper form of insurance certificate is an ACCORD-23 with appropriate levels of coverage and both the 1700 Park Street Condominium Association as well as the Park Place Master Association as additional insureds and certificate holders. Incomplete or certificates with too low of coverages will be rejected as non-compliant. It is each owner's responsibility to make sure that the Association has a current certificate on file. Failure to do so will result in a fine of \$25 per month which will be automatically added to the unit's monthly automatic assessment bank withdrawal.

MOVE IN/OUT RULES

Moving Deposit: Beginning April 1, 2003, all unit owners will be required to leave on deposit with the Association, \$500 which is comprised of 2 equal components (move in and move out) deposits. The Association will hold these deposits in a non-interest-bearing manner against any damage done during the owner's move in or out. These deposits will be refunded to the owner within thirty days of the move.

Floor Protection: Each owner shall be responsible for protecting the flooring (carpet and tile) against damage or stain. The owner shall be responsible for covering the flooring with masonite sheets. The covering shall be installed in a manner to protect the floor but also employees and visitors against tripping on it.

Additional insured: A certificate of insurance is required from the moving company. The Association must be named as additional insured.

Moving Times: Approved times for moving in or out are those of normal business operations; Monday through Friday 8:00a.m. to 5:00p.m. A member of the board of directors must approve moving times other than those stated above.

ASSESSMENT LATE FEES

Association assessments are billed monthly and are due on the 1st of each month. Pursuant to Section 8:03b of the Association's Declaration, assessments not collected by the 10th of each month are subject to a late payment penalty of 7% of the unpaid balance plus interest of 15% of the unpaid balance. Refer to Section 8.03 of the Association Declaration for further information regarding other remedies to be enforced.

SIGNAGE

Directory: The lighted directory in the vestibule will be maintained by the building manager.

Windows/Doors: No signage will be posted on any interior doors. Additionally, any signs or lettering on unit's windows adjacent to the common area must be applied for in writing and approved by the 1700 Park Association's Board of Directors.

REFUSE

There are three dumpsters available for use; two for refuse and one for recycling materials. Abuse of any one of the following rules will result in an owner being charged for a special unscheduled pickup by the Association's waste hauler. This charge will be applied on the unit owner's monthly billing statement.

1. All cardboard boxes must be broken down, flattened and put in the recycling dumpster.
2. All shredded paper material must be contained in plastic bags and deposited into the recycling dumpster.
3. No landscape or construction material is allowed in ANY dumpster
4. No trash is allowed other than within the dumpsters. No trash should be left outside the dumpsters. Arrangements must be made in advance with the building manager for items too large to fit inside a dumpster.
5. The recycling dumpster is provided for paper and cardboard only. The Association does not provide for recycling of any other materials.

USE OF COMMON AREAS

Below are excerpts from the By-Laws (Original Declaration). Any use of the Common Areas that falls outside the By-Laws shall be deemed a violation and subject to REMEDIES FOR VIOLATION OF RULES, below.

2.04 part a. Use of the Common Elements – “Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and from his respective Unit and each Unit Owner shall have the right to use such Common Elements for all purposes incident to the use, occupancy and enjoyment of his Unit as an office and such other incidental uses permitted by this Declaration, and said rights shall be appurtenant to and run with such Unit Ownership. The right to use the Common Elements shall extend to each Unit Owner and the agents, tenants and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. The right to use and possess the Common Elements including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, of this Declaration, of the By-Laws, and by the rules and regulations of the Board.”

2.05 part a. Encroachments – “... in no event shall an easement for any encroachment or the use of the Common Elements or Common Areas be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners, or if it occurred due to the willful conduct of such Unit Owner.”

GENERAL PARKING

Also see Parking Lot Rules

The Association provides for ample parking for handicap, visitor and tenant parking. The following rules should be observed related to such:

1. Unit owners, employees, and contractors should not use visitor parking spaces on weekdays.
2. Overnight parking is generally not permitted. If a vehicle must be left overnight, the building manager should be notified. Vehicles are subject to towing (at the owner's expense) if they are left overnight without notification.

* ENTRY DOORS

The following rules shall be observed with regard to entry doors:

1. For the safety of all building occupants, doors should never be propped open while the building is locked.
2. Locking mechanisms should not be tampered with in such a way to have a door not lock when the timing mechanism has the door in a locked state.
3. Any violation of the above by a unit owner, employee, contractor, or tenant, shall be subject to the REMEDIES FOR VIOLATION OF RULES section, below, and fines collected with the regular monthly assessment billing.

SMOKING

Effective January 1, 2015, the only designated smoking area for the entire building is outside the south (side or rear) entrance door to the building. Smokers must remain at least 15 feet away from the

building during smoking breaks. Due to the proximity of the main front door of the building to the FACP (Fire Alarm Control Panel) / Sprinkler system room, smoking at the front (east) entrance is no longer permitted. The receptacle for cigarettes and other smoking material at that door is only for guests and employees entering the building, not for smoking breaks. The above is required to comply with City of Naperville regulations.

KEYLESS ENTRY SYSTEM

Keycards will be provided to owners at a cost of \$10 each and applied for via the website. It is the owners' responsibility to safeguard the cards obtained for their units and notify the Board of any terminated employees so that the cards can be disabled. Owners returning used cards for reuse will receive a \$5 credit towards future card purchases. Excessive requests should be avoided for the safety of all in the building.

TELEPHONE AFTER HOURS ACCESS SYSTEM

The telephone access system is available for the front (East) door only. If unable to make contact please use your personal cell phone. Cell phones cannot remotely open the door.

OWNER OCCUPANCY / SUBLEASING

Download Standard Lease Addendum

(As of September 3, 2008 Board of Directors Meeting)

1. It is the intent of the Association named the 1700 Park Street Condominium Association to provide its owners a professional environment whereas the tenants or the building operate their businesses without interruption or disturbance. Any owner that uses or leases its space or any part of its space wherein a disturbance is created for other owners of the association, a notice will be given to the owner creating such disturbance to cease its activity.

2. It also is the intent of the Association that occupants of the building be the owner of each unit. In the event that an owner wishes to lease or sub-let all or part of its space, the owner must submit the following items to be approved by the Board of Directors prior to such activity:

A copy of the name, address and contact information of the lessee

A copy of the lease to be entered into with the lessee. The lease should specify that Board of Directors approval is required for the lease to be valid and should contain the approved addendum

A copy of a certificate of insurance of the lessee, naming the unit owner, the Association (1700 Park Street Condominium Association), and the Master Association (Park Place Master Association) as additional insureds.

Upon approval by the Board of Directors, the owner of the unit to be leased may proceed with the lease. The Board reserves the right to reject (or terminate) the lease at any time if the use of premises interferes with the use or enjoyment of the building due to the actions or activity of the leased space.

USE OF CONTRACTORS

Unit owners who wish to alter their space are required to submit a plan or the alteration to the Board for their review. Any modification to units must be in accordance with the Association's Declaration, Amendments, and Bylaws as on file with the State and DuPage County. Also, if building permits are required, the unit owner is required to contact with the City of Naperville and comply with their requirements.

Any movement of materials into or out of the building due to such modification must be done in such a manner as to not disturb any normal business activity and care needs to be exercised to not damage any common area elements of the building. This includes installing the elevator pads in the elevator, putting down floor coverings, and/or cleaning up any debris that might occur during the course of the modification.

In addition, all contractors and their subs must have valid and current certificates of insurance on file with the Association office. No access to any of the maintenance areas of the building will be granted without a current certificate of insurance on file.

INTERNET PROVIDERS

The 1700 building currently has internet services provided by AT&T and Comcast. The building access of other providers is limited by the incoming structure.

Any new provider of service must be approved by the Board of two Associations (1700 Park Street Condominium Association and Park Place Master Association). A unit owner cannot initiate additional internet service provider access without this Board approval.

DEPOSIT REQUIREMENT

Each new owner is required (upon closing) to deposit an amount equivalent to two months assessments to be held in a non-interest bearing account by the Association. This amount can be used by the Association in case of nonpayment of monthly assessments by the owner and/or for late fees, interest, or other charges for the unit. The unused amount remaining will be refunded to the owner upon sale of the unit.

* REMEDIES FOR VIOLATION OF RULES (SCHEDULE OF FINES)

The Board of Directors is granted the authority to impose various remedies for rules violations. In addition to the remedies already specified in the by-laws, we will also apply the following "schedule of fines" to rules violations:

First offense – A warning will be communicated to the Unit owner detailing the offense and requesting corrective action.

Second offense – A notice will be communicated to the Unit owner assessing a fine of \$ 250.00 and requesting corrective action.

Third offense – A notice will be communicated to the Unit owner assessing a fine of \$ 500.00 and requesting corrective action.

Additional Offenses – Each additional offense, not corrected within the time frame communicated in the notices, shall be considered an additional offence subject to the maximum fine. Fines will continue with each offense unless other remedies as defined by the by-laws are implemented. See Remedies for Breach – 8.01 Abatement and Enjoinment.