

# **1730 PARK PLACE OFFICE CONDOMINIUM ASSOCIATION**

**SEPTEMBER 2005**

Dear Unit Owners and Tenants:

Welcome to the 1730 Park Place Office Condominium Association. Some of you are just now moving into your offices while others have been here for over a year. There are many diverse businesses and professions housed here but we all share the common belief that 1730 Park Street is an ideal place to locate our business.

The Association was turned over to the unit owners by the developer early this year. As of the date of this writing, the last of the undeveloped units are being built out and hopefully all construction work and common area build out will be completed by the end of the year. The Board of Directors have prepared this package to establish rules and procedures intended to help insure that the building retains its professional appearance and to help owners address questions or concerns. The rules supplement those rules and restrictions already contained in the Association's Declaration and By-Laws. We have attempted to keep the number of rules to a minimum. In fact we have been able to limit the rules to two pages by referring to detailed subsections for issues such as selling or leasing your unit; parking; signage; and, procedures concerning future renovations or remodeling to existing units.

As with any Association, the cooperation of individual unit owners and tenants is essential. Some of our rules, such as our rules related to smoking outside of the building, will require the owners to communicate the Association's restrictions to their employees and guests and enlist their cooperation as well. In addition to the rules listed in this package, there were other issues brought to the attention of the Board that were not included in the form of a rule. These other issues are mentioned here as suggestions to all owners and include asking unit owners to keep interior window shades open, whenever practical, to help give our hallways an active and professional appearance; keeping a watchful eye if you see anyone loitering around the building after hours; being careful to dispose of trash and cigarette butts in approved containers; and making sure that trash bags are not leaking when they are removed from the building so as to avoid staining the hallway carpeting. The Members of the Board of Directors, working together with the Association's management company, have taken the first steps to ensure that the building's common areas are well maintained and secure. However, it cannot be over emphasized that all the Owners need to take an active interest in maintaining the professional appearance, security and quality of our building. It is with this thought that we submit the attached.

Sincerely

The Board of Directors of the 1730 Park Place Office Condominium Association

## **1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION** **RULES AND RESTRICTIONS**

The following Rules and Restrictions are intended to supplement the restrictive covenants recorded in the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENT, RESTRICTIONS AND COVENANTS for the 1730 PARK PLACE OFFICE CONDOMINIUM, Recorded August 20, 2003 and since amended, and are created under the authorization of Section 6.5(c) of the BY-LAWS OF 1730 PARK PLACE OFFICE CONDOMINIUM ASSOCIATION.

In the event of any conflict between the following rules and either the Declarations, By-Laws or any applicable laws, the conflict shall be resolved in favor of first, the applicable law, then the declarations and finally, the By-Laws. In all other aspects, the following rules shall be binding upon the owners and tenants of 1730 PARK PLACE OFFICE CONDOMINIUMS.

1.) There shall be no signage posted on the doors, windows (interior and/or exterior), common area hallways, entrance ways, vestibules, building exterior or on the common elements, without the written consent of the Board of Directors. Specific guidelines and limitations for signage posted on the interior glass are contained in the attached *Interior Signage Rules*. Owners and tenants are prohibited from posting any temporary signage or lettering on or near the directory. Changes or additions to the building directory must be arranged through the office of the association.

Temporary or "event" signage may be arranged through the office of the Association. Said signage shall only be posted on the Association's signboard and temporarily placed in the vestibule or immediately inside of the front interior doors. No other signs, banners, posters or notices shall be affixed to the interior common elements or the exterior of the building

2.) Owners, tenants, employees and visitors shall not congregate in the hallways or common areas without the prior, express, written approval of the Association's managing agent. Owners shall be deemed responsible for any disturbance, damage, annoyance or nuisance caused by their tenants, employees or invitees.

3.) Smoking shall be prohibited anywhere inside of the building and outside at the east and north entrances of the building. Owners shall direct their tenants, employees or invitees to smoke only outside of the building at the south entrance. Owners shall direct their tenants, employees or invitees to be responsible in discarding their cigarette ashes and butts in the designated, approved, containers. Smokers shall not smoke in the dumpster area or directly in front of the building entrance.

4.) Condominium assessments paid after the 15<sup>th</sup> day of the month in which they become due will be subject to a five percent (5%) late fee. Assessments remaining unpaid more than 30 days shall accrue interest charges at a rate of 1.5% per month. Unit owners with assessments remaining unpaid for 90 days or longer may be subject to additional fees and collection activity.

5.) Parking shall be restricted as provided in the attached *Parking Rules and Regulations*.

6.) The use and occupancy of any condominium unit shall be in compliance with Section 3.07 of the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENT, RESTRICTIONS AND COVENANTS for the 1730 PARK PLACE OFFICE CONDOMINIUM, Recorded August 20, 2003 and since amended, and further restricted to uses that do not result in excessive wear and tear to the common areas, cause excessive traffic, noise or odors, or disrupt the other occupants of the building.

7.) Build-outs, renovations, repairs or remodeling, except those conducted by or under the supervision of the developer, AA Rose & Company, shall be governed by the attached *Work Permit Procedures*.

8.) Owners and tenants are prohibited from placing boxes, refuse or garbage in the common areas at anytime. Any refuse or garbage taken from any unit shall be immediately disposed of in the dumpsters located at the south end of the building.

9.) Newspapers, publications or other bulk deliveries left in the vestibule area one or more business days after delivery shall be discarded.

10.) Complaints, violations, fines and the resolution of violations of the Rules, Declarations and/or By-Laws, fines shall be addressed in the attached *Policies and Procedures Regarding Rules Enforcement*.

11.) Responsibility related to damage resulting to any unit shall be addressed in the attached *Responsibility For Repairs Related to Damage Originating From a Unit*.

12.) Unless a suite is designed with a lobby in excess of 400 square feet, doors opening onto the common area are to remain closed. If the noise or activity level emanating from any suite causes a disturbance to other unit owners, then those doors also must remain closed.

13.) Owners seeking to rent any unit shall be governed by the rules and procedures contained in the attached *Rental Procedures*.

14.) The T-1 line is a shared asset, available to all units. Use of *peer-to-peer* services such as Napster, LimeWire, Gnutelle and Kazaa and any other similar bandwidth-intensive services are prohibited. Web servers, e-mail servers, FTP servers are not allowed to access the shared T-1 line unless specifically authorized by the Association. Personal use the T-1 line by employees during business hours should be discouraged as well as streaming audio, downloading large files such as movies or video clips.

15.) Nothing, including signs, satellite dishes, antennas or wires shall be affixed to the roof or exterior walls and windows of the building with out the express written permission of the Association.

**1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION  
POLICIES & PROCEDURES REGARDING  
INTERIOR WINDOW SIGNAGE**

Any unit owner seeking to place any writing, signage, or titles on the interior glass partitions shall first obtain the express written authorization of the Association and shall comply with the building standards. The lettering, if approved shall be ¾" tall, black in color, affixed 8" from the edge closest to the unit's door and beginning at a height equal to the top of the dead bolt. Additional detail and specifications may be obtained from the Association's manager.

All lettering and/or signage to be placed in the common area or to be affixed to any glass partition facing the common area, shall be ordered through the Association's manager, shall be approved by the Association's Board of Directors, and shall be paid for by the party requesting said

**PARKING/VEHICLE RULES AND REGULATIONS FOR  
THE 1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION**

The following violations shall result in the sanctions specified.

**IMMEDIATE TOWING**

Immediate Towing – NO NOTICE:

1. Vehicles parked on common area landscaping;
2. Vehicles parked in fire lanes;
3. Vehicles parked in front of walkways;
4. Vehicles violating “No Parking” signs;
5. Vehicles double parked
6. Vehicles parked in front of garbage dumpsters;

**STORAGE OF VEHICLES**

Storage of vehicles is prohibited:

1. A vehicle will be considered to be stored if it is in a parking space, unmoved, for more than 7 days without advance authorization from the Association;

**RECREATIONAL AND  
COMMERCIAL VEHICLES**

Over night parking of Recreational and Commercial Vehicles on property is prohibited and are subject to towing. Examples of such vehicles on property are as follows (but not limited to):

1. Motorhomes & Campers;
2. Trailers;
3. Boats;
4. Horse Trailers;
5. Trucks (Class “D” and Higher – Vehicles over one (1) Ton);
6. Buses;

7. Snowmobiles;
8. Taxi Cabs & Limo's;
9. Closed or open-bed commercial work trucks or vans used to store and transport work supplies or equipment;
10. Construction Equipment;

#### COST OF TOWING

Costs associated with towed vehicles are the responsibility of the vehicles' owner. These costs are levied by the towing company and must be paid before they release the vehicle to the owner.

#### PROCEDURES/TOW REQUEST

All violation calls must be made to the Association's manager.

## **1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION IMPROVEMENTS, WORK PERMITS, AND PROCEDURES**

Pursuant to Article 3.02 of the Association's Declarations, this Work Permit system is to insure that all work will meet or exceed all standards and requirements of the City of Naperville Building Code, provide a uniform standard policy for improvements, and to protect the integrity of the building for current and future owners. This process is intended to avoid any damage to the common elements of our building. There is NO COST for the Association's Work Permit, but fines may be levied if the permit procedures are not followed.

The 1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION (the Association) has initiated this work permit system effective June 2005 and it applies to all site improvements except those performed under the direction or supervision of the developer, AA Rose & Company. All 1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION owners and tenants will be required to obtain from the Association's Board of Directors or its assignee, a signed Work Permit prior to all rehabilitation and renovation to their unit, which may impact the common areas, affect another owner or tenant and/or require a permit from the City of Naperville.

This permit system is a proactive attempt to ensure that improvements are completed in a professional manner, reduce the inconvenience to other owners and tenants in the building and to avoid damage caused to the building's structure; its exterior and roof, its plumbing, electrical and communication systems or create a situation which violates the Association's Rules, By-Laws, Covenants or Declarations.

### **WORK REQUIRING A PERMIT**

Any modification to the existing interior of any unit including plumbing, heating, air conditioning, interior partition walls, a change in flooring materials (excluding replacement of existing flooring with the identical material, i.e., carpet with carpet, tile with tile, etc.) or utilities will require a Work Permit. This list is only provided for reference, and it is not intended to be a complete list. Application or notice to the Du Page County Building Department and/or the City of Naperville Building Department or any other code officials is not waived by obtaining a 1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION Work Permit, and is still the duty of the owner or the contractor to obtain all necessary permits from other governing parties as required.

### **APPLICATION FOR WORK PERMITS**

Permit applications can be obtained from the Building's Manager. Detailed information must be provided for the proposed work at the time of the application. The information provided must include, the name of the person or firm performing the work, a brief description of the scope of the work to be performed, a copy of the City of Naperville

Building Permit. The contractor, and owner, must provide proof of sufficient insurance to protect Association and other owners.

#### EMERGENCY WORK

Emergency work is exempted from this procedure. However, emergency work is defined as threatening the safety of the building or occupants. Submission of a summary report of the work performed and the basis for claim of “emergency” status will be required.

#### OWNERS RESPONSIBILITIES

The unit owner is responsible for any and all damages done to any property during execution of work. This includes all common and limited common areas, utilities and neighboring units. The Association reserves the right to hire a contractor of their choice for repairs and damages to the common areas and bill the unit owner listed on the permit.

The unit owner is responsible for all clean-up of the common areas affected by the demolition or execution of work. This includes landscaped areas and all common areas in and around the building.

All demolition and construction waste material removal is the responsibility of the unit owner and/or unit owner’s contractor. The Association’s dumpsters shall not be used for demolition or construction disposal including the disposal of old carpet, construction materials, waste from the demolition and/or removed equipment. At no time shall work proceed if it is considered a hazard or inconvenience to other unit owners. All construction likely to cause excessive noise shall be performed between the hours of 6:00 p.m. to 9:00 a.m. or on weekends.

#### STOP WORK ORDER

Upon notice from the Board of Directors or The Association’s Manager acting at the direction of the Board, work on any unit or structure can be stopped. The Stop Work Order shall be provided to the unit owner and/or contractor in writing. This order shall be posted on the subject property, and may only removed by the Association. If the unit owner fails to obtain a Work Permit, a written or verbal stop order will be given, and a fine will be automatic.

Stop Work Orders will be issued for any of, but not limited to, the following; unsafe conditions; failure to obtain proper permits, creating or causing a situation which materially interferes with another owner’s ability to utilize their unit or the improper disposal of materials.

#### UNAUTHORIZED CONTINUANCE

Any person who shall continue work in or about the unit after being issued a Stop Work Order shall be liable for a fine of not less than one hundred dollars (\$100.00) per day.

Work can continue only to remove the violation or unsafe work condition. A written "Work Can Proceed" letter must be issued from the Association's Board of Directors prior to any additional work toward the completion of the project.

#### SHUT-OFF UTILITIES

Except in the case of an emergency, no owner, tenant or contractor shall shut off common utilities such as, but not limited to; electrical, water, gas, and/or sewer without prior approval from the Association. The work shall be scheduled, and proper advance notice of a minimum of 5 days shall be given. The unit owner doing the work is responsible for this notice and will follow the form provided by the Association's manager. Failure to do so will result in a fine.

#### APPEALS

Any person aggrieved by the decision of the Association may appeal their decision before the Board of Directors. This appeal must be submitted in writing, and then placed on the next open board meetings agenda.

**1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION  
POLICIES & PROCEDURES REGARDING  
RULES ENFORCEMENT**

Any owner, by his or her conduct, or that of a lessee, guest, visitor, or occupancy of his unit, charged with a violation of the Declaration, Bylaws, or Rules & Regulations of the Association shall be notified of the violation. The notification may be initiated at the discretion of the Board of Directors of 1730 Park Street Office Condominium Association (the Board), The Association's Manager or upon the Board's receipt of a written complaint.

If the offending owner or tenant corrects the violation, the Board may continue to seek collection of the fine (if a fine is assessed) or simply consider the matter closed. If the Owner or tenant refuses to correct the violation, the Board may choose to seek legal counsel to enforce its Declaration, Bylaws, or Rules & Regulations. Thereafter, the attorney shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules & Regulations of the Association. The unit owner shall be responsible for all legal expenses and costs incurred by the Association and the expense will be assessed to the unit owner's account.

If any unit owner charged with a violation has a defense, in that either he believes no violation occurred, or special intervening circumstances existed, or that he has been wrongfully charged, the unit owner must proceed as follows:

Within fourteen (14) days after the notice of violation has been received, the unit owner must submit a request that the violation be put on the agenda for the next regularly scheduled Board Meeting. At the board meeting, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Following the meeting and due consideration by the Board, a Notice of Determination regarding the violation shall be issued. The decision of the Board shall be made by majority vote and shall be final and binding on the unit owner and the Association. In addition, any legal expenses incurred by the Association or any actual damages repaired and costs incurred by the Association may be imposed.

The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules & Regulations of the Association.

## **1730 PARK STREET OFFICE CONDOMINIUM**

### **RESPONSIBILITY FOR REPAIRS RELATED TO DAMAGE ORIGINATING FROM A UNIT**

The following procedure governs the responsibility for repairs related to damage originating from a unit.

1. An examination of the Association's Declarations (Article 3.01) reveals that the Association by its Board would be responsible for repairing or replacing those portions of a unit, such as wires, shafts, etc., which furnish utility services serving more than one unit, and for the repair and replacement of any damage to the common area, such as the area within the party wall or common area between floors. If the cause of the damage can be traced directly to an individual unit, then the Association can charge back that unit owner for the repair expenses on the basis that it was the unit owner's negligence or lack of maintenance that caused the damage.
2. If a unit is damaged by causes unrelated to the Association, then it would be the Unit Owner's responsibility to repair and replace any damages, including interior walls, ceilings and floors. The Association would only be responsible for the damage if it were caused by the Association's negligence in failing to maintain some common area element. If the damage was caused by the negligence of another unit owner, and resulted in damage to one or more adjoining units, then the damaged Unit Owner (s) would have to pursue the offending Unit Owner for the costs of repair, etc.
3. If a unit is damaged by causes unrelated to the Association, and the Association's insurance provides coverage, then payment of the deductible must be paid by any such owner first. If the damage occurred as a result of another's unit, then the damaged Unit Owner must receive restitution from the offending Unit Owner for the amount of the deductible. In this regard, there is no obligation on the part of the Association to pay the deductible cost under any insurance coverage. Finally, if the damage is not covered by insurance, then the Association has no liability to pay for repairs to an individual unit, providing the Association was not responsible for the damage caused.
4. A non-exhaustive list of typical maintenance items is provided below to assist you in assessing your responsibility for certain maintenance items. Please note, however, the attached list is informational only. Any final determination related to responsibility for repairs shall be governed by the 1730 PARK STREET OFFICE CONDOMINIUM's Declaration of condominium Ownership and of Easements, Restrictions, Covenants and By-Laws.

## **RESPONSIBILITY FOR REPAIR OR MAINTENANCE**

**The following is maintained by the Association or the Park Street Office Condominium Master Association:**

1. The land.
2. Foundations and structural elements of the building.
3. Hallways.
4. Stairwells.
5. Common area entrances and exits.
6. Common area lobby areas.
7. Parking area.
8. Mechanical equipment areas (including Janitor closets and phone rooms).
9. Elevators.
10. Roof.
11. Windows.
12. Exterior brick walls.
13. Pipes, ducts, flues, shafts, electrical wiring and conduit except if the pipes, ducts, flues, shafts, electrical wiring and conduit are situated entirely within a unit and serving only said unit.
14. Heating and ventilating systems.
15. Public utility lines.
16. Outside walks and driveways.
17. Landscaping.
18. Common element insurance coverage.

THE UNIT OWNER IS RESPONSIBLE FOR THE REPAIR, MAINTENANCE AND REPLACEMENT OF:

1. Doors, windows located within a unit, and all hardware relative to same.
2. All internal installation such as:
  - a. Light fixtures and other electrical fixtures
  - b. Plumbing fixtures and installation
  - c. Any pipes, ducts, flue shafts, electrical wiring and conduit servicing only that unit
3. Painting of inside of unit.
4. Wall covering inside of the unit.
5. Floor covering inside of the unit.
6. Window shades on exterior and interior windows. Note, window shades must match building standard blinds or be pre-approved by the Association's Board of Directors.
8. Lighting inside of the unit.

In summary, the Unit Owner is responsible for the interior surface of the perimeter walls, floors and ceiling of his unit.

**1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION  
POLICIES & PROCEDURES REGARDING  
RENTAL RESTRICTIONS**

Selling or leasing your condominium at 1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION is governed by the Rules and Regulations of the Association. The first step is to obtain and review the Transfer of Ownership/Lease Forms, Buyers Agreement, the current budget, insurance information and other information, some of which you will need to provide to the purchaser.

The second step is to provide all of the information requested on the transfer forms and have them signed by both the current owner and the Purchaser/Lessee. If you are renting your unit the lease must be for a period of at least one year. Renters are required to pay the same transfer fee as a new Owner because many of the costs associated with a new tenant (signage, record keeping, etc.) are the same for a renter as a new owner. You should then return the completed forms, accompanied by a copy of the sales contract or Lease the \$500.00 transfer fee, to the Association's office. You should return these documents and transfer fee as soon as possible but no later than ten days prior to closing. Failure to return the required information in a timely manor could result in an additional fees and/or delays in your closing and the new signage.

Once you have submitted the requested information and fee, a paid assessment letter or "clear letter" will be prepared for your closing if you are selling. If you are selling or leasing, wall signage and directory information will be ordered and a Temporary sign will be provided for the new owner or tenant.

If you have any questions regarding the information above please feel free to contact the Associations' manager.

**1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION**  
**Transfer of Ownership or Rental Disclosures**

**I, the Seller/Lessor, have explained to the purchaser/lessee, the information specified below:**

1. That upon the sale or lease of this unit, the new owner/tenant must register with the Association. The following information/materials will be needed to register:
  - a. The number of Key Cards required
  - b. Emergency contact information
  - c. Art work for new signage and directory information
  - d. Move out and move in dates for preparation of elevators and exterior doors
  - e. Security deposit for damage to common elements during move, and
  - f. Proof of insurance naming the association as an additional insured from moving company

**I, the Seller/Lessor have provided to the buyer the following documents:**

1. The Declaration & By-Law and Rules and Regulations of the Association.
2. The information in the New Owner/Tenant Package provided by the Association.

**I, the Seller/Lessor understand the following requirements related to the transfer or lease of condominium:**

1. That the sale or lease of any condominium within the Association requires a \$500.00 fee for new wall signage, key cards, building directory signage and processing. A \$1,000.00 refundable security deposit shall also be required from the selling owner to protect the association in the event of damage to the common elements when moving out of the building. Any damage caused to the common elements by the new owner or tenant can be assessed to that unit through the standard procedures. A building standard one color Plexiglas sign will be ordered and installed by the Association (additional charges may apply due to logos or other artwork) and information/name strips will be installed in the building directory. Please make check payable to **1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION**.
2. That this application **MUST** be properly completed and returned to the Association's office, together all fees and deposits, **at least 14 days prior to closing**. Additional fees and/or delays for temporary signage or changes to the building directory may result if adequate notice is not provided to the Association.
3. A paid assessment letter (clear letter) will be issued within five (5) business days after one is requested. A certificate of insurance can be obtained directly from the Association's insurance agent.

We, the undersigned Seller(s)/Lessor(s) and purchaser(s)/Lessee(s), certify that we have read and understand the above information and that any information that I provided is true and correct. I further certify that I have read all information contained in this document and the other documents which govern the 1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION, including the notices concerning my rights and obligations and the Association's Declarations, By-Laws and Rules.

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Current Owner(s)/Seller(s)/Lessor(s)

Date

---

New Owner(s)/Purchaser(s)/Lessee(s)

Date

**1730 PARK STREET OFFICE CONDOMINIUM ASSOCIATION**  
**Transfer of Ownership/Lease Form**

*PLEASE PRINT ALL INFORMATION CLEARLY*

UNIT #: \_\_\_\_\_ UNIT'S ADDRESS: \_\_\_\_\_

**Section I** *(to be completed by the Seller/Lessor)*

**Seller Information:**

Name or company: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Facsimile Number(s): \_\_\_\_\_

Forwarding Address: \_\_\_\_\_ City, State & Zip: \_\_\_\_\_

Forwarding Phone Number: \_\_\_\_\_

**Section II** *(to be completed by the Purchaser/Lessee)*

**Purchaser Information:**

*New Owner's/Lessee's name(s) must be written as it will appear on the deed or lease.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State & Zip: \_\_\_\_\_

On Site Phone Number: \_\_\_\_\_ Off Site Emergency Number(s): \_\_\_\_\_

**Section III** *(to be completed by the Purchaser/Lessor)*

**Number of Employees:** \_\_\_\_\_

**Nature of business:** \_\_\_\_\_

**Name(s) to be listed in building directory:**

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

**(use additional sheets if necessary)**

**Note:** The foregoing information is requested to assist the Association in providing consistent signage and to provide the Association the ability to contact you in the case of an emergency. Your cooperation is requested by notifying the Association manager of any changes to the information provided.