

# **PETERSON ROAD CENTER FOR BUSINESS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS**

**In consideration of the mutual covenants and agreements set forth under the Declaration of Condominium, Lessee/Occupant or Owner agrees to comply with the following :**

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**\*The following Rules and Regulations have been adopted regarding the Commercial Units serving the Peterson Road Center for Business Condominium Association on "Pending", 2023.**

## COMMERCIAL UNIT RULES AND REGULATIONS

### A) COMMON AREAS USE AND MAINTENANCE

Owners and tenants are responsible for keeping all common areas litter free and in good operational order.

- 1) Signs, awnings, antennas, alarms or other objects are prohibited from being displayed in or attached to any common element wall, door, window or roof.
- 2) Any alteration in appearance or operation of common elements or limited common areas are prohibited without the approval of the Board of Directors (the "Board").
- 3) Any expense resulting from common area damage caused by an Owner or guest of Owner will be charged to the resident.
- 4) Commercial Unit Owners are prohibited from storing personal property or belongings of any kind anywhere in the Common Areas.
- 5) Under no circumstances will any unit Owner, Tenant, Employee, or Occupant be allowed to store any materials in the common areas. This includes the rear parking lot and rear common areas along the building or near the garbage dumpster. After one warning the violating Owner is subject to a minimum \$50.00 fine for each day of violation. This also includes the west common hallway. Parking in the rear (south) lot which obstructs the entrance of any unit is prohibited.
- 6) There shall be no obstruction of the common elements, sidewalks, or parking areas, nor shall anything be stored outside the building, in the common elements or parking areas. This includes free-standing signage, potted plants, window boxes, or any decorations otherwise.
- 7) No form of trash containers other than closed dumpsters shall be permitted anywhere in the common elements, including the parking lot, and all such dumpsters shall be confined to the common area at the southern (rear) parking lot.
- 8) No material, including colored dust or glitter, shall be permitted on the sidewalk within the common areas.
- 9) No owner or occupant shall pierce, penetrate, or attach anything to the roof or exterior walls of the building without the prior written consent of the Board of Directors.
- 10) No radio or television or similar antenna shall be erected on the grounds without written consent of the board of directors.

### B) COMMERCIAL UNIT USE AND MAINTENANCE

- 1) Owners are responsible for keeping their units in such a manner so as not to pose any safety or health hazard and so that such units are in good operational order.
- 2) If you are going to be away from your unit for an extended period of time, during the winter, heat must stay on.

## C) ENFORCEMENT

The Board reserves the right to enforce all the Rules and Regulations.

Under the terms of the declaration and by-laws of the Peterson Road Center for Business Condominium Association, the Board has the authority to levy monetary fines for violations of the rules of the association.

Violations of any regulations, disturbances, and complaints will be checked and verified by the Board.

Failure to pay fines may result in the filing of a lien.

## D) REMODELING/STRUCTURAL CHANGES TO A UNIT

- 1) Any construction or remodeling work that requires a permit from the Village of Libertyville must first receive board approval. See section N "Remodeling Rules".
- 2) Damage to common areas, during construction, are the responsibility of the unit owner. Cost of repairs will be billed to the unit involved.
- 3) When contractors or workmen are scheduled by a unit owner, he/she should be there to admit them.
- 4) When work is to be done in a unit the owner must contact the Board ahead of time to make them aware of any disturbance that might occur.
- 5) All debris must be removed from the premises by the workmen. Construction materials and equipment must be brought into and out of the unit through the rear entrance only (or through the common hallway for units that apply).
- 6) Any charges incurred by the association for debris removal, not accomplished by the unit owner, will be charged against the unit owner's assessment account.
- 7) It is required that any contractors hired be properly insured for general liability, property damage and workmen's compensation. A certificate of insurance must be provided to the management company prior to the work commencing. The association should be named as an additional insured.
- 8) Building keys must not be given to the workmen. This includes the sprinkler room key

E) NOISE/NUISANCE

- 1) Loud noises, including but not limited to pounding, drilling, loud tv, music, or vacuuming is prohibited except by the express consent of the Board.
- 2) Noise should be modulated at all times.
- 3) At all times, Commercial Operators must respect Unit Owners by keeping noise, including the playing of music, to a minimum necessary volume.
- 4) Prolonged nuisances from within a unit are prohibited and should be reported to the Board.
- 5) Pets are not permitted within the premises unless the unit is a veterinary business. Animal grooming or animal training businesses are not allowed except by express approval of the Board of Directors.
- 6) Occupant shall be prohibited from cooking food within the unit except by use of approved grease trap. Personal use microwave cooking is allowed.
- 7) All "special" events sponsored by a unit owner shall not affect the common elements except by written approval by the Board. This includes banners, demonstrations, purveyance such as food trucks, or any other activity that occupies the common elements other than the intended use.
- 8) No loud speakers, televisions, audio devices, flashing lights or spotlights, or other devices, shall be used in a manner so as to be heard, seen or smelt outside the owned or leased premises without prior written consent of the Board of Directors.
- 9) No foreign substance of any kind, including paper towels, tampons, or food grease shall be thrown into the plumbing system, and the expense of any stoppage, breakage, or damage shall be borne by the Owner.

F) SALE AND LEASE OF A UNIT

- 1) Lease - Refer to section M - "Leasing Rules"
- 2) Owners must notify the Board of a unit sale/purchase 15 days prior to the closing date.

The following are required to be submitted to the Board prior to closing:

- 1) A copy of the real estate contract.
- 2) Contact information for the new Owner
- 3) Any pertinent business information.

All owners shall be responsible for providing their tenants with Association Rules and Regulations as follows :

Owners shall provide and have signed for each individual unit leased or sold, the most current Rules and Regulations of Association and shall be made a part of all future sales contracts or lease agreements. Owner shall provide a copy of the signed signature page to the Board of Directors for review and approval or denial upon acceptance of sales contract or fully executed lease agreement.

Should an Owner elect to sell his individual unit or units, a Paid Assessment Letter will not be issued by the Board or its Managing Agent until the signature page of the Rules and Regulations has been signed by the Purchaser and received by the Managing Agent and Board.

Owners shall provide (at their own expense) a copy of the Declaration of Condominium, By-Laws and Rules and Regulations to all Purchasers. All owners shall provide (at their own expense) a copy of the Rules and Regulations to their tenants.

G) Deliveries

- 1) The receipt of all deliveries is the responsibility of the unit owner.
- 2) Each unit owner is responsible for the cost or repair for damages incurred by any delivery people
- 3) All large deliveries including but not limited to : restaurant supplies, furniture, and operating equipment must be done at the rear entrance. These deliveries must never be stored in the common elements for more than 5 minutes.

## H) SIGNAGE

1. Occupant shall be prohibited from using any signage other than the Building Standard limited to the Board approved overhead, box type sign and the front door glass panels. Signage placement on large windows will be permitted as outlined below, however, it must be submitted to the Board for approval.
2. Any signage must meet all ordinances of the Village of Libertyville. Lighted signs in the window, in front of the window, or anywhere that can be seen from the outside of the building shall not be permitted.
3. Any window signage shall not exceed 25% of the area of the total window. \* Units 295/297 have board approved full window non-permanent vinyl graphics (approval will be revoked on change of building ownership).
4. Unless by Board of Directors approval no signage of any kind shall be attached to the brick or any common area of the Association.
5. Signage taped to the door or window shall not be permitted.
6. Signage to be erected on the roof, against the front or rear of the building, or on the ground of the common areas is prohibited. Real estate signs no larger than 18" X 18" are permitted. Real estate notices smaller than 18" X 18" on a unit window or door (limit one per unit) is permitted.
7. All of Occupant's signage is subject to the approval of the Board of Directors of the Association.
8. Should the Board determine that any vehicle, trailer, or similar is being used for signage and not as intended for actual daily business use, said vehicle or trailer shall be subject to towing, at the Owner's expense, without notice to owner or occupant.
9. On doors and windows, non-permanent vinyl graphics attached to the window or door, that allow normal window viewing from the inside but show a graphic display from the outside, shall be installed only by Board approval.
10. Any signage placed on the large marquis sign must conform in size, shape and design with the existing placards. If possible, all new placards should be done by North Shore Sign for consistency. The maximum number of characters including spaces shall be no more than 15.

## I) PARKING

1. The front row of parking spaces (the row nearest the building) is reserved for customers of the businesses. Parking in these spaces for more than 15 minutes by unit Occupants, Tenants, and Employees of the business is strictly prohibited. Unit owners, not tenant business owners, are exempt to the extent of one vehicle only. Violation will result in a minimum \$50.00 per day fine.
2. Under certain circumstances Owners may have a specific parking space in the front row designated as reserved for their unit. This shall require approval by the Board of Directors and will be revoked in the case of a change in building ownership. The Owner shall be entitled to one reserved space for each 1,000 square feet of ownership. The space will be designated as reserved by way of a small sign, no larger than 18 inches by 18 inches, attached at the Owner's expense on the building. This sign must be pre-approved by the Board before installation. Units 283 and 291 both have board approved parking signs.
3. Stacking- No customers shall be allowed to park, or otherwise remain in their car while it is motionless, in areas of the parking lot not specifically designated for parking. This includes those parked in a reserved space not specifically intended for their use, such as customers of a business other than the one for which that space is reserved. A car, running or otherwise, is still considered parked even if the car's owner is in the car. Owners of units having such violations will be fined a minimum of \$50.00 per occurrence. An Owner may be given a one-time warning at the Board's discretion.
4. No motor vehicle may be stored overnight in the parking lot. In cases of vehicle failure the Owner, Tenant, or Employee may be allowed to store the vehicle for one night at the Board's discretion. Violators will have their vehicle towed at the Owner's expense.
5. Designated, but unlined parking- In the interest of preserving parking spaces for customers the following areas, although unlined, are permitted for Owner/Occupant parking: along the north side of the building in the area of the retired bank drive-through (maximum of 3 vehicles); along the curb at the north end of the parking lot (maximum of 2 vehicles); along the south side of the building. Such parking remains subject to all parking restrictions and rules listed above. These exceptions to lined parking may be revoked and are completely subject to the discretion of the Board of Directors.

## J) INSURANCE

- 1) All Commercial Unit Owners are required to obtain general liability and property insurance on the contents of their Unit and decorating, furnishing and personal property therein. A copy of this policy/certificate of insurance shall be delivered to the Board of Directors annually on renewal.

## K) ASSESSMENT LATE FEES

Unit assessments are due on the first of every month. After a period of 10 days past the due date a fine of \$50 per unit will be assessed. The fine will replicate monthly until the unit assessments are current. Unit owners can pay assessments ahead of the due date without penalty.

L) Signature Page

I have read, understand and agree to abide by the Peterson Road Center for Business Rules and Regulations.

_____ Signature of Occupant or Owner	_____ Date
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_____ Company	_____ Unit #
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## M) Leasing Rules

A. Unit Owners must notify the Board of Directors in writing thirty (30) days prior to leasing their Unit and also provide:

- 1) Copy of the Rental Application, including contact information for the lessee (name, address, phone number), as well as financial and character references.
- 2) Lease terms (include copy of contract).
- 3) Name and address of the management company or realtor involved (if applicable).

B. Unit Owners who fail to provide all required documentation for a sale or lease with at least 30 days' notice will be fined \$100. However, Owners who meet the minimum requirements required by our Articles of Incorporation within 30 days and provide all other required documentation within 15 days of the proposed sale/lease effective date will be deemed in compliance. Owners deemed out of compliance may be fined \$100 for failure to provide appropriate notice, in addition to other fines established for non-compliance with particular provisions of our Articles of Incorporation and/or Rules & Regulations.

C. As stated in the Declaration, the Board shall have the first right at its option to lease the Unit upon the same terms as the proposed lease. Should the Board elect to exercise its Right of First Refusal on a sale or lease that has been executed by an Owner prematurely, the Owner shall be held liable for all legal and other costs incurred by the Association in pursuit of exercising such rights.

D. Effective upon the first day of the lease, the Unit Owner should be prepared to turn over to the lessee the following:

- 1) Copy of the Declaration and By-Laws
- 2) Copy of the Rules and Regulations
- 3) All necessary keys for accessing the leased property, including common entrance/gate keys.

E. Lessees are bound by the same rules as Unit Owners, however the Unit Owner(s) will be held accountable to the Association for damages incurred by their lessees and those lessees' guests and representatives.

F. The Board can move to have problem tenants forcibly removed. Legal costs associated with this will be chargeable to the Unit Owner.

## N) Remodeling Rules

1. Any construction/remodeling work that would requires a building permit from the Village of Libertyville must be approved in writing and in advance by the Board.
2. The Unit Owner must supply the Board at least thirty days prior to the commencement of work with a detailed proposal and/or plan of the proposed work which should describe the entire scope of the work including all structural changes. The Board may refer the plans to outside engineers or architectural consultation, and the Owner shall be responsible for any costs incurred for such services.
3. It will be the Unit Owner's responsibility for securing all permits, and the Owner and contractor shall submit an agreed-upon construction schedule. The Board shall be informed if variations are expected in the construction schedule, and Management reserves the right to inspect the work for compliance with the Unit Owner's proposal and to stop the work if it is not in compliance with the approved plans.
4. Owners and contractors Certificates of Insurance, pursuant to the terms of the Construction and Remodeling Agreement, must be submitted prior to the commencement of work. Owners conducting work themselves must have appropriate insurance.
5. Hours for construction, remodeling or other noise-producing work engaged in by the Resident is restricted to Monday through Friday, between the hours of **8:00 AM and 5:00 PM**.
6. Contractors may not store materials within the Common Elements of the building and are to haul all debris from the building in covered containers. Under no circumstances may construction materials be disposed of down trash chutes or left in the chute rooms.
7. Owners shall be responsible for ensuring that the contractor lays drop cloths on top of the corridor carpeting during hours when tradesmen are coming to the Unit. The cloths must be removed at the end of each working day and all debris collected by the cloths removed also.
8. Owners shall be responsible for any damage to the Common Elements of the Building caused by contractors employed by them or damage caused to any Units within the Building.
9. All of the contractor's materials must be stored only in the Unit within which the contractor is working. Flammable materials are not to be stored within the Property premises. They must be used and removed daily or will be removed by management at the contractor's expense. Contractors using flammable materials should have a fire extinguisher as part of their equipment.

10. There shall be no penetration of the Common Elements (e.g. floor, ceiling, columns and walls adjoining another Unit), without the prior written approval from the Board. This is to include the cutting of concrete floors and ceilings.
11. To prevent construction dust from entering other Units, kitchen and bathroom vents are to be sealed while construction is in progress.
12. The Owner's contractor shall submit to the Board a plan and proposed schedule of any anticipated plumbing/gas and water shut down requests.