

Graue Mill Country Condominiums #1

Rules & Regulations



Graue Mill
Country Condominium I
Hinsdale, Illinois 60521

April 13, 2006

Dear Condominium I Owner:

The Condominium I Board of Directors has finished its review of the comments received from unit owners regarding the proposed revisions to the Condominium I Rules and Regulations. We received comments from 11 owners in writing and in person with 17 substantial comments with many others on language, spelling and numbering.

All comments were examined by the full Board and modifications were made to several rules where the Board was in consensus with an owner's suggestion.

The changes in this draft include: correction of summer office hours (p.5); updated rules regarding screened-in balconies (p.6); "combustibles" added to list of items not to be deposited in dumpster rooms; "wheelchairs" added to items permitted to be stored in the garage (p.10); and owners made responsible for reviewing rules for contractors(p.12). All other changes were non-substantive.

Because changes have been made in the revised Rules and Regulations that owners received several weeks ago, we are providing another copy of the revised Rules and Regulations for each owner. This is the final revision containing all of the changes approved by the Board.

It is the intent of the Board to adopt the revised Rules and Regulations (Revised 4/2/06) at its meeting on May 17, 2006.

Respectfully,

Mary Helen Robertson

Condominium I Board of Directors

GRAUE MILL COUNTRY CONDOMINIUM I

RULES AND REGULATIONS

REVISED 4/2/06

Rules and Regulations

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GRAUE MILL COUNTRY CONDOMINIUM I RULES AND REGULATIONS

Introduction

These Rules and Regulations have been adopted by Condominium I in order to provide for the management, use and conservation of Condominium I property and for the health, comfort and safety of the Unit Owners. The Rules and Regulations are reviewed regularly by the Board of Directors, which makes recommendations for updating or revising them. The Rules and Regulations are binding on all Unit Owners, occupants and residents, their families and guests. By adhering to these rules, we make our condominium a safer and more attractive place to live.

1.0 GENERAL PROVISIONS

1.1 Applicability

- Any reference to Owner, Unit Owner, Occupant or Resident shall include the other.
- All rules, regulations, restrictions and covenants contained in the Declaration for Establishing a Plan for Condominium Ownership are incorporated by reference and made a part of these rules and regulations and are subject to the enforcement policies set forth in Section 8.0 of these comprehensive rules and regulations.
- To the extent that the provisions of applicable law, the Declaration and By Laws, or Rules and Regulations are in conflict, applicable law controls, followed by the provisions of the Declaration and By Laws and the Rules and Regulations, in that order.
- Exceptions to the Rules may be made in writing, signed by the Board or its duly authorized agents following a written request by an Owner.
- A copy of the "Declaration and By Laws" may be obtained by contacting the Management Office at a cost of \$25.00 per copy.

1.2 Orientation Meeting

- All parties prior to closing or taking possession of a unit in Condominium I shall attend an orientation meeting with a member of the Covenants Committee who will welcome them and discuss areas of common interest.
- No orientation meeting is required if the party is an intra-Condominium I mover.

1.3 Obligations and Responsibility of Unit Owners or Occupants who shall:

- Maintain the condominium unit, furnishings, fixtures and appliances in a clean, sanitary and safe condition and in compliance with governing building codes.

- Use in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning and other facilities and appliances, including elevators.
- Not place in a condominium unit or on the premises any furniture, plants, animals or any other items which harbor or attract insects, rodents or other pests.
- Not destroy, deface damage, impair, or remove any part of the dwelling unit or premises or facilities, equipment or furnishing, except as necessary when hazardous conditions exist that immediately affect the occupant's health or safety.
- Assure that their visitors or guests conduct themselves in a manner that: 1) will not disturb the neighbor's peaceful enjoyment of the premises, 2) is not illegal, 3) will not injure the reputation of the building or its occupants.

1.4 Assessments

- Assessments are due on the 1st of each month and are accepted up to the 12th of the month without penalty.
- If the assessment is not paid by the close of management operations on the 12th, a penalty of \$15.00 is assessed and the Management Office notifies the owner of the delinquency. If any unit owner falls two months behind in payment of the monthly assessments, an additional penalty of \$25.00 shall be assessed. The Management Office shall notify the owner of the delinquency and if the assessments are not paid in full within ten working days from the time of notice, the matter shall be referred to an attorney for collection. The balance, plus the attorney's fees, shall bear interest charges at the rate of 18% per annum after the second month.

1.5 Leasing of Units

- Only units grandfathered at the time of the Amendment dated March 19, 1991 to the Declaration of Condominium Ownership of Graue Mill Country Condominium I may be leased.

2.0 MANAGEMENT OFFICE

2.1 Office Hours

- Management Office hours are 7:30 a.m. to 3:30 p.m., Monday through Friday. Summer hours begin on Memorial Day and end on Labor Day and are 7:30 a.m. to 3:30 p.m. Monday through Thursday and 9:00 a.m. to 1:00 p.m. on Friday. In an emergency, contact gatehouse personnel at the gatehouse by dialing 630-325-8855.

2.2 Graue Mill Staff Assistance

- All requests for assistance from Graue Mill staff shall be made through the Management Office 630-654-1588. Do not contact the maintenance personnel directly.

3.0 COMMON AREAS

3.1 Use of Common Areas

- Exterior and interior key controlled doors shall be kept locked at all times.
- Smoking in all common areas and elevators is prohibited.
- Mats, rugs, or any additional carpeting are not allowed outside residents' doorways.
- Decorations and hangings that obscure more than one-half the resident's doors are not allowed.
- Pull carts, luggage carriers, baskets and other objects shall not be left unattended in the hallways or entryways.
- Only art work or other decorative objects selected and installed by the Properties Committee with the approval of the Board of Directors shall be hung or placed in the hallways, lobbies and other common areas.
- Distribution of literature in the lobby and corridors of the buildings or under the doors is not permitted, except for official Graue Mill communications.
- The repair of any damage to the common and limited common areas by a unit owner is the responsibility of the unit owner.

4.0 RESIDENTIAL UNITS

4.1 Balconies

- All loose items likely to be blown off, bang or rattle during heavy winds shall be fastened down.
- Nothing shall be thrown, or dropped or shaken from the balconies with the exception of Christmas trees.
- Balconies may be screened at the sole expense of the homeowner, must conform to the existing style of other such balconies and must have prior approval of the Homeowners Association Architectural Control Committee.
- Floor covering may be installed on balcony floors at the sole expense of the homeowner who shall be responsible for the upkeep and maintenance of the floor coverings.
- Boxes, etc. shall not be stored on balconies where they can be seen from the street.
- Grill cooking on balconies is permitted but not encouraged. Only electric or gas grills are allowed.



Graue Mill
Country Condominium I
Hinsdale, Illinois 60521

M e m o r a n d u m

Date: March 6, 2007
From: Dawn Kolar, Property Manager
To: All Graue Mill Condominium Association I Unit Owners
Subject: Rule Change

The enclosed revision of section 4.2 of the Rules and Regulations relating to Dogs and Other Pets was approved at the Board of Directors meeting on February 21, 2007.

Please insert this revised page 7 in your current copy of the Condo I Rules and Regulations.

Any Owner who owns a dog should contact the onsite Management Office to complete a brief form to register the pet and pay the annual fee of \$50.00 per dog.

Should you have any questions, please contact our office at 630-654-1588.

Dawn Kolar

- 4.2 **Dogs and Other Pets**
- Owner's pet shall be a size limited to 25 pounds when fully grown.
 - Service dogs are permitted.
 - Pet damage to condominium property shall be reported immediately to the Management Office and repairs paid for by the pet owner.
 - Pets shall be taken out through the garage doors or the emergency doors of each building. Pets shall not be taken through the lobby.
 - Pets shall be on a leash at all times outside of the unit.
 - Owner must clean up after pets.
 - The corridors or garage shall not be used for exercising pets.
 - Dog owners are required to register their pet(s) at the Management Office and pay an annual fee of \$50. (*Amended 2-21-07.*)
- 4.3 **Windows and Floor Coverings**
- Window repair or replacement must conform to the existing style or if changing style, the owner must have prior approval of the Homeowners Association Architectural Control Committee.
 - White or off-white material shall be used as a lining on the exterior of all draperies, shades, or other window treatments visible from the outside of the building.
 - Floor treatments shall be installed to minimize noise. Unit owners shall install carpeting over appropriate padding on hard surface areas other than non-walk-in closets, kitchens, foyers and baths. Owners who install floor material other than carpeting shall be responsible for modifications designed to minimize noise. (See Declaration Article X. 10)
- 4.4 **Security and Safety**
- A resident must approve the entry of all non- residents.
 - Residents shall furnish the gatehouse with a guest list when more than eight individuals are expected.
 - In the event of an emergency call 911.
 - All building doors should be closed firmly at all times.
 - Phones in the elevators are connected directly to the gatehouse and are for emergency use only.
- 4.5 **Audio Systems**
- Audio systems shall be kept at a volume that does not disturb other residents.
- 4.6 **Waste Disposal**
- Large trash, garbage and other wastes shall be disposed in a clean sanitary manner in the dumpster rooms in the garage area of Building B and Building A.
 - All small refuse shall be placed in heavy duty plastic bags and sealed before putting down chutes or being taken to the dumpster rooms in the garages.



Graue Mill
Country Condominium I
Hinsdale, Illinois 60521

Dear Graue Mill Condominium I Owners

Recently you received a mailing on the proposed changes in the Condominium I Rule 4.10 Moving In or Out. The attachment was incorrect. Attached to this mailing is the correct attachment. The Board's intent is to change the Rule and the proposed changes are indicated by a ~~striketrough~~ for the words to be deleted and underlining of the new language.

The current Rule requires the deposit of \$500 refundable deposit in advance of any move in or move out. Staff activity and involvement in a move is a cost to Condominium I and for this reason the Rule is being changed to require a \$150 fee to recover costs.

Owners desiring to comment on this proposed change may do so by sharing their written comments with management or may call the management office in advance of the next Condo I Board meeting on June 24, 2009. All comments will be considered by the Board before it acts on the proposed Rule change.

William K. Murphy
President Condominium I

May 28, 2009

Section 4.10 Moving in or Out

- The owner shall notify management of an impending move in or out. A \$500.00 ~~refundable~~ deposit is required in advance of any move in or move; with \$150.00 of the deposit charged as a non refundable moving fee and \$350.00 as a refundable portion of the deposit.
 - a) Common areas used during the move in/out shall be inspected by management immediately after the move, but not later than the next business day.
 - b) If there has been no damage, the ~~security~~ refundable portion of the deposit shall be returned within 5 business days after the move.
 - c) If any damage to the common areas is found, the unit owner shall be informed in writing. Management shall arrange for any repairs or replacements required. The balance of the ~~security~~ refundable portion of the deposit (after paying costs of repairs) shall be returned to the unit owner when all repairs are completed.

- Newspapers shall not be put down chutes. They should be placed in appropriate recycle bins located in the dumpster rooms.
- Boxes shall not be placed in the chute. They shall be carried to the dumpster rooms. All boxes shall be flattened and placed on top of a closed dumpster.
- Clean glass and plastic bottles, aluminum and steel cans shall be placed in recycling containers located in the dumpster rooms.
- All smoking material shall be extinguished prior to disposal.
- Discarded appliances, debris from construction work, remodeling materials, combustibles, oil base paint cans, TV's, old cabinets, furniture and fixtures shall not be deposited in the dumpster room. The contractor or unit owner shall remove such material from the site.

4.7 Solicitors

- Door-to-door solicitation is not permitted within Condominium I.
- All residents are requested to notify the Board immediately of any attempt to solicit or distribute literature in violation of the above rules.

4.8 Receiving Packages and Messages at Gate House

- The gatehouse personnel will accept deliveries of small packages. Owners will be notified and must pick up the packages as soon as possible.
- Gatehouse personnel will receive envelopes and written messages for residents.

4.9 Protecting Our Home While Away

- All owners are strongly urged to deposit a key to their unit with the gatehouse for the purpose of gaining access to that unit at such times as may be necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units. Any use of the key or access to a unit shall be made only when two persons are present, a Board member and a representative of management.
- Owners must have safety hoses installed on all washing machines.

4.10 Moving In or Out

- The owner shall notify management of an impending move in or out. A \$500.00 refundable deposit is required in advance of any move in or move out.
 - a) Common areas used during the move in/out shall be inspected by management immediately after the move, but not later than the next business day,
 - b) If there has been no damage, the security deposit shall be returned within 5 business days after the move.

- c) If any damage to the common areas is found, the unit owner shall be informed in writing. Management shall arrange for any repairs or replacements required. The balance of the security deposit (after paying costs of repairs) shall be returned to the unit owner when all repairs are completed.
- Appropriate padding (obtainable from and installed by the Management Office) shall be installed prior to any move in, move out, or for delivery of large items into or out of the buildings. A 24-hour notice is required.
- Moving in/out times are 8:00 a.m. – 6:00 p.m., Monday through Friday. Saturday or Sunday moves or extensions in time require prior approval from the Management Office.
- Moving trucks shall be parked at the ramp nearest the freight elevator being used. One lane of ramp MUST remain in service.
- The front or lobby doors shall not be used to move in/move out.

5.0 GARAGE AND PARKING

5.1 General Parking Rules

- The Condominium I garage areas are for the exclusive use of Condominium I owners or occupants.
- Owners shall park in their designated spaces in the garage and not in the limited outside visitor parking.
- Parking in garage aisles is prohibited.
- Owners, relatives and visiting friends are prohibited from parking on garage ramps.
- Unit owners shall use only the parking spaces assigned to their particular unit.
- Electric extension cords shall not be placed in the garage aisles or hung across the garage ceiling except in instances approved by management staff.
- Only owners are allowed to access electric power for maintenance of their registered vehicles. Use of electric power for continuous periods exceeding one week must be approved in advance by management staff. Staff will determine the electric usage fee to be paid by the owner.

5.2 Assigned Parking Spaces

- Parking spaces are classified under the Illinois Condominium Property Act as “limited common elements” which means each parking space is a portion of the common elements reserved for the exclusive use of a certain unit.
- An owner shall not grant the use of a parking space to a person who does not reside in Condominium I; except owners may authorize relatives or visiting friends to use that owner’s parking space temporarily.

- 5.3 Vehicle Repairs and Removal
 - Motorized vehicle repair is not allowed on the premises
 - Any vehicle deemed in non-working condition by the Management Office shall be removed by its owner within five (5) days of written notice.
- 5.4 Garage Doors
 - Garage doors shall not be left open, except by maintenance personnel.
- 5.5 Children Playing
 - Children are not permitted to play in the garage.
- 5.6 Car Washing
 - Car washing is permitted only in the designated area in the garage which shall be left in a clean condition. Only residents of Condominium I are allowed to use the car washing facility.

6.0 STORAGE

- 6.1 Storage Lockers
 - Hinsdale Fire Department regulations require that all items stored in storage lockers shall be a minimum of 18 inches below the nearest nozzle of the overhead sprinkler system.
 - Aisles between storage lockers shall be kept open at all times. Items found in the aisles will be removed by the Maintenance Office and must be claimed by owners within 30 days, after which, the items will be discarded.
 - Flammable materials shall not be kept in storage lockers.
 - Management Office shall be informed in writing of arrangements between owners to temporarily use the storage lockers of another unit.
- 6.2 Garage Storage Cabinets
 - Storage cabinets may be placed in parking spaces provided they are purchased by the unit owner and meet the following specifications: metal or sturdy plastic type construction.
 - Only one storage cabinet may be placed in a parking space.
- 6.3 Limited Storage in Assigned Parking Spaces
 - Bicycles, wheelchairs and shopping carts may be stored in the garage. Owners boats and snowmobiles may also be stored in the garage provided that: they occupy an otherwise vacant parking space, are mounted on a suitable trailer, have a fitted cover and do not extend into a traffic lane.
 - All other items shall be stored in individual units, a locker in the storage room, or authorized parking space cabinet.

7.0 CONSTRUCTION ACTIVITY AND REQUIREMENTS

7.1 Approved Time Frames for Activity

- All construction work and repairs (including that undertaken by residents in their individual units) shall be done between the following designated hours:
 - a) Weekdays: 8:00 a.m. to 5:00 p.m.
 - b) Saturdays: 9:00 a.m. to 4:00 p.m.
- No construction or repair work is permitted on Sundays and legal holidays.

7.2 Access to and Site Management

- All construction workers, tradespeople and persons making over-sized deliveries must enter through the garage, not the building lobby.
- Contractors and tradespeople are responsible for supplying appropriate protection for the common areas.
- Contractors shall remove all remodeling work trash, including discarded appliances, from the site.

7.3 Major Construction and Repair Activity

- If extensive remodeling, even if done by the unit owner, is planned for any unit, the unit owner shall notify the Management Office in advance of the work and provide the dates of work. Extensive remodeling includes remodeling of kitchens and bathrooms, removal and/or modifications of interior walls and installation of any type of flooring.
- Any interruption in water service due to construction activity or repairs shall be coordinated through the Management Office and 24 hour notice shall be given.
- Management at the close of each workday, or the following workday, shall inspect common areas used during the construction.
- If any damage to common areas is found or extra cleanup is required, the unit owner shall be informed in writing. Management will arrange for any repairs and cleaning.

7.4 Owner and Management Obligations

- A unit owner is required to inform Management staff that renovations are to be made in a unit. If the Management staff determine that the planned renovation constitute extensive remodeling, then the unit owner will be required to make a \$250 refundable deposit in advance of any renovation work.
- If the unit owner fails to inform Management of planned extensive renovations, then the unit owner will be in violation of this rule and subject to a fine.

- The unit owner is responsible for any damage to the common areas resulting from the remodeling and construction work and for paying the cost of any repairs and extra cleanup.
- Management shall provide a copy of "Rules for Contractors" to any unit owner who plans extensive remodeling together with a letter setting forth the responsibilities of the unit owner and the contractors. Unit owner and contractor shall acknowledge receipt of the Rules and letter.
- It is recommended that any unit owner who plans extensive remodeling request a Certificate of Insurance from the contractor(s). Unit owners are advised to consult their own insurance agent on procedures.
- Violations of the rules governing owner obligations and/or rules for contractors shall result in forfeiture of the owner's deposit.

7.5 Rules for Contractors

- Owners/Residents shall review the following rules with contractors in advance of work beginning on a project and provide the contractor with a copy of this rule.

RULES FOR CONTRACTORS

GRAUE MILL COUNTRY CONDOMINIUM I 1401 and 1409 Burr Oak Roar – including Buildings A, B and C.

1. All construction work and repairs shall be done between the following hours:

Weekdays: 8:00 a.m. to 5:00 p.m.

Saturdays: 9:00 a.m. to 4:00 p.m.
2. Construction work and repairs are not permitted on Sundays and legal holidays.
3. All contractors, workers and persons making deliveries must enter and leave through the garage. Entering or leaving through the lobby is not permitted.
4. Contractors and trades people are responsible for supplying appropriate protection to the common areas.
5. Appropriate padding (obtainable from and installed by management) shall be installed in the elevators prior to moving large items into or out of the building.
6. Contractors/trades people shall use only the designated contractor cart, located at each garage, door to haul materials and supplies. **UNDER NO CIRCUMSTANCES ARE LUGGAGE CARTS TO BE USED BY CONTRACTORS OR TRADESPEOPLE.**
7. Contractors and trades people are responsible for cleaning up any debris from the hallways and elevators before leaving the premises.
8. The contractor shall remove all work-related trash (including discarded appliances) from the site. Do not deposit these materials in the dumpster room.
9. Any interruption in water service due to construction work or repairs shall be coordinated through the Management Office. Office hours 7:30 a.m. to 3:30 p.m., Monday through Friday, Phone (630) 654-1588.
10. Trucks shall be parked at the garage ramp nearest the elevator being used. One lane of the ramp **MUST** remain in service. After unloading is completed, trucks shall be moved to a public parking area.
11. Obey all traffic signs and observe the Graue Mill speed limit of 20 MPH.

8.0 POLICIES AND PROCEDURES REGARDING RULES ENFORCEMENT

8.1 Complaint Filing

- Any complaint which alleges a violation of the Declarations, By-Laws or Rules and Regulations shall be made in writing in form similar to the "Violation Complaint – Witness Statement: (attached hereto as Exhibit "A") and, at a minimum, shall set forth:
 - a) The name, address and phone number of the complaining witness.
 - b) The name, Condominium number or address of the Unit Owner/Resident alleged to be in violation.
 - c) The specific details or description of the violation, including the date, time and location.
 - d) The specific Declaration, By-Laws or Rules and Regulations provision which was violated.
 - e) A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
 - f) The signature and address of the complaining witness and the date which the complaint is made.
- The Association recommends that photographs be taken, if possible, to show the violation. Any such photographs should be attached to the Witness Statement or forwarded as soon as possible. The photographer's name and the date on which the photographs were taken should be written on the back.
- Said complaint shall be delivered to the management office that shall promptly provide a copy to the Board of Directors.

8.2 Notification to Owner

- When a complaint is made pursuant to the above, the Owner shall be notified of the alleged violation by the Board of Directors or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to the "Notice of Violation" (attached hereto as Exhibit "B").
- If the alleged violation is not the first violation by the Unit Owner/Resident or if the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All expenses and cost incurred will be assessed to the Owner and said Owner shall promptly pay said cost if found guilty of the violation.
- The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as deemed necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

8.3 Hearing Request and Process

- If any Owner/Resident charged with a violation either believes that no violation has occurred or has been wrongfully or unjustly charged hereunder, the Owner/Resident must proceed as follows.
- Within twenty-one (21) days after the Notice of Violations has been served on the Owner/Resident pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the "Request for a Hearing" form, which is (attached hereto as Exhibit "C"), and by returning it to the Association.
- If a request for a hearing is filed, a hearing on the complaint shall be held before a panel (hereafter "Panel of Inquiry") composed of Board members or a committee duly authorized by the Board to hear such complaints. The Panel of Inquiry shall not include any persons presenting evidence in the hearing. The hearing shall be conducted not later than six- (6) weeks after the delivery of the written request. All hearings shall be held in Executive Session unless otherwise agreed to by the alleged violator.
- At any such hearing, the Panel of Inquiry shall hear and consider the arguments, evidence or statements regarding the alleged violation and then from the alleged violator and any witnesses on his or her behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by a majority vote and shall be final and binding on the unit owner and the Association.
- Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in a form similar to "Notice of Determination Regarding Violation". (Attached hereto as Exhibit "D")

8.4 Failure to Request a Hearing

- If no request for a hearing is filed within twenty-one (21) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Owner/Resident shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by a Panel of Inquiry.

8.5 Finding of a Violation and Notification

- If an Owner/Resident is found to have violated or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, or Rules and Regulations of the Association, the following shall occur;

- a) If found to be guilty of a first violation, the Owner/Resident shall be notified of the findings of the Board of Directors or its duly authorized agents that a first violation occurred. Any legal expenses incurred by the Association and/or any actual damages repaired at Association expense shall be promptly paid by the Owner/Resident in violation within 10 days of written notification requesting payment.
- b) If found to be guilty of a second or continuing violation, the Owner/Resident shall be notified of the findings by the Association or its duly authorized agents. Any legal expenses incurred by the Association and/or any actual damages repaired at the Association expense shall be promptly paid by the Owner/Resident in violation within 10 days of written notification requesting payment.
- c) If found to be guilty of any violation, including but not limited to a first violation, the notice of determination may also require the Owner to correct any damages or any unauthorized condition on the property for which the Unit owner has been found responsible, to promptly pay the costs of any repairs which have previously been made, or to promptly pay any legal expenses and costs incurred by the Association as a result of the violation.
- d) In the event any violation has resulted in damage to property, the Owner will be given notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within ten (10) days after finding of guilt has been made on the second violation, the Association will proceed to have the violation corrected, and the Owner will be assessed and shall pay within ten (10) days of written notification requesting the full cost of labor and materials required.
- e) In addition to the foregoing assessment, and in order to encourage Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expense involved in obtaining and supervising any such correction, the Association will assess any Owner, who forces the Association to correct a violation, with an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.
- f) In cases not involving actual damages, a reasonable fine may be levied by the Board of Directors against a Unit Owner/Resident found guilty of a violation. Such fine may be the sole remedy for the violation or may be imposed in addition to any costs incurred by the Association as a result of the violation.

- Any Owner assessed in accordance with the Rules and Regulations shall pay any charges imposed within ten (10) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder and not timely paid shall bear interest at the rate of eighteen per cent (18%) per annum and may be added to the Owner's account which shall become a special assessment against the Owner and shall be collectible as any regular or special assessment against the Owner.
- Time is of the essence and any notice, request or demand to be given hereunder shall be inclusively deemed to have been given or served when:
 - a) By personal delivery at the time of delivery; or
 - b) By mail following two (2) days after deposit in the United States Mail, provided that the notice has been sent by certified mail-return receipt requested, postage prepaid, to the Unit Owner.

8.6 Board Remedies

- The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided by law, in equity, or in the Declaration and By-Laws to prevent or eliminate violation of the Rules and Regulations of the Association.
- That any failure by the Board to insist upon the strict performance by the Unit Owner of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Board, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Unit Owner of any and all of the terms and provisions of these Rules and Regulations, the Declaration and By-Laws. That neither the Unit Owner nor any other person now or hereafter obligated under these Rules and Regulations for the payment of any sums now or hereafter assessed in accordance with these Rules and Regulations shall be relieved of such obligation by reason of the failure of the Board to comply with any request of the Unit Owner.

GRAUE MILL COUNTRY CONDOMINIUM I
RULES AND REGULATIONS

APPENDIX

EXHIBIT "A"

VIOLATION COMPLAINT – WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary. Mail or deliver to the management office.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION

Witness' Name	Address	Unit No.	Phone No.
Names, Address, Unit #'s & Phone #'s of any other witnesses			

INFORMATION CONCERNING VIOLATOR

Violator's Name	Address	Unit No.	Phone No.
Name, Address, Unit # & Phone # of Unit Owner, if different.			

INFORMATION CONCERNING VIOLATION

Violation Date	Time	Location
Section(s) of Declaration, ByLaws or Rules & Regulations which was violated.		

Witness' Observations:

Were any photographs taken? Yes No By Whom? _____

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken and anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL CO-OPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVIT, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS

Signature

Date Signed

EXHIBIT "B"
NOTICE OF VIOLATION

To: _____

Date: _____

Notice of Violation

Re: Violation of Declaration, ByLaws or Rules and Regulations

You are hereby notified, as the owner/resident of the Unit # _____ at _____ that you are charged with the following violation of the Association's Declaration, ByLaws or Rules and Regulations. The actions complained of occurred on or about _____, 20 ____ and are described as follows:

The Association is governed by its Declaration, ByLaws, and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the section entitled Policies and Procedures Regarding Enforcement of the Association's Rules and Regulations, if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST OR FAIL TO APPEAR AT A REQUESTED HEARING ON CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND ASSESSMENTS, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU WHICH SHALL BEAR INTEREST AS SPECIFIED IN THE ASSOCIATION'S RULES AND REGULATIONS IF NOT PAID WITHIN TEN DAYS OF NOTIFICATION THAT SUCH CHARGES ARE DUE.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, YOU WILL RECEIVE TWO NOTICES OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM AMOUNT OF \$100.00 WILL BE ADDED. Please consult the Association's Rules for further details.

In the event of any conflict between the provisions of this form "Notice of Violation" and the provisions of the Association's Rules and Regulations, the provisions of the Association's Rules and Regulations shall be controlling

You must request a hearing by signing, dating and returning the attached Form "**Request for a Hearing**" to the Association at the address below.

Very truly yours,

Graue Mill Country Condominium I Association

By: _____
Title: _____
Address: _____

Enclosures – Policies and Procedures Regarding Enforcement
Cc. Regular Mail

EXHIBIT "C"
REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, 20 ____ alleging a violation of the Declaration, ByLaws or Rules and Regulations of Graue Mill Country Condominium I Association.

Signature

Owner's Name - Printed

Address

City State Zip Code

Phone

_____, 20 ____
Date

EXHIBIT "D"
NOTICE OF DETERMINATION REGARDING VIOLATIONS

TO: _____

DATE: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On _____, 20 _____, you were notified of a violation of the Declaration, ByLaws, or Rules and Regulations of the Association. Pursuant to the Association rules:

- A hearing was held at your request.
- You have admitted to the violation by default and/or waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action (s) will be taken:
- You were found not guilty and no action will be taken.
- A _____ (1st, 2nd, etc.) violation of the Association's Declaration, ByLaws, or Rules and Regulations has occurred and the costs and expenses of enforcement in the amount of \$ _____ are now due.
- Damages, expenses and administrative charges in the total amount of \$ _____ have occurred and are now due.
- Legal expenses in the amount of \$ _____ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violations corrected or repaired at your own expense.
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted and all expenses incurred will be assessed to you.

Graue Mill Country Condominium I Association

By: _____

Title: _____

Address: _____

NOTICE TO CONTRACTORS AND EMPLOYEES

Movement of Large Items Into and Out of Buildings A, B and C In Graue Mill Condominium I

Contractors or their employees are required to notify the Management Office 24 hours in advance of moving large items into or out of buildings. Elevator pads will be installed in the building elevators only for the days needed to accommodate the move of these large items.

All elevator pads will be removed by management staff after the large items have been moved but no later than the next day. All pads will be removed by 4 P.M. on Fridays.

Failure to comply with the existing rule on 24 hour notification may result in the owner receiving a fine.

Management staff can be reached at 630-654-1588

--- THIS NOTICE MUST BE POSTED AT THE WORK SITE ---



Graue Mill
Country Condominium I
Hinsdale, Illinois 60521

Moving In/Out

October 21, 2004

The owner shall notify management of an impending move in or out. A \$500.00 refundable deposit is required in advance of any move in or move out.

- **Common areas used during the move in/out shall be inspected by management immediately after the move, but not later than the next business day,**
- **If there has been no damage, the security deposit shall be returned within 5 business days after the move,**
- **If any damage to the common areas is found, the unit owner shall be informed in writing. Management shall arrange for any repairs or replacements required. The balance of the security deposit (after paying costs of repairs) shall be returned to the unit owner when all repairs are completed.**
- **Appropriate padding (obtainable from and installed by the management office) shall be installed prior to any move in, move out, or for delivery of large items into or out of the buildings. A 24 hour notice is required.**
- **Moving in/out times are 8:00 a.m. - 6:00 p.m., Monday through Friday. Saturday or Sunday moves or extensions in time require prior approval from the management office.**
- **Moving trucks shall be parked at the ramp nearest the freight elevator being used. One lane of ramp MUST remain in service.**
- **The front or lobby doors shall not be used to move in/move out.**

MEMORANDUM

To: Condominium I Owners
From: Condominium I Board of Directors
Subject: Policy on Elevator Padding
Date: August 24, 2006

The Condominium I Board of Directors approved a revised policy on the use of elevator pads at its August 23, 2006 board meeting. The purpose of this revised policy is to reduce the time elevator pads are in use.

Please be informed of the revised policy which is as follows:

Moving In and Out:

- Management will assign staff to hang and remove pads. Pads will be removed from the elevators at the conclusion of each move. If removal occurs after normal working hours or weekends, staff will be paid overtime for this activity and the party moving will be responsible for this overtime cost.
- Failure to comply with the existing rules on 24 hour notification may result in the owner receiving a fine.

Renovations:

- In advance of renovations, an owner and contractor will be required to meet with the Site Manager to discuss the Rules and Regulations governing contractors and the procedure of padding of the elevators.
- In the absence of the Site Manager, the designated building monitor (a board member) will arrange to talk with the owner and contractor regarding elevator padding requirements.
- The contractor will be required to notify management 24 hours in advance of moving large items into or out of buildings. Pads will be installed only for the days needed to cover the move of large items.
- A written notice will be prepared and given to the owner and contractor outlining the requirements of elevator padding. This notice shall be maintained in a prominent location in the unit so contractor employees will be aware of the requirements on elevator padding.
- All elevator pads will be removed by management staff after the large items have been moved but no later than the next day. All pads will be removed by 4 P.M. on Fridays.
- Failure to comply with the existing rule on 24 hour notification may result in the owner receiving a fine.

Large Appliances:

- The delivery or removal of large items (i.e. appliances, furniture, TVs. etc.) requires the installation of elevator pads.
- The pads shall be removed by maintenance staff immediately following delivery or removal of a large item.
- Failure to comply with the existing rule on 24-hour notification may result in the owner receiving a fine.

Graue Mill Condominium I

Policy Statement on Unit Leasing to Prevent Hardship

Effective March 19, 1991 the Condominium I Declaration was amended requiring the individuals who purchased units after this date to occupy the unit and are prohibited from leasing the unit except under specific circumstances. A lease, upon terms acceptable to the Board, may be authorized to prevent hardship. The purpose of this policy statement is to define the process the Condominium I Board will follow in determining hardship.

Financial circumstances are the only factors that would be considered in determining hardship. Only the owner of record may request the Board authorize leasing a unit purchased after March 19, 1991. The owner shall be responsible for providing to the Board *complete and comprehensive financial information* that supports the owner's claim that failure to authorize leasing will cause a hardship due to circumstances beyond the control of the owner. The Board will review and determine if the information submitted provides sufficient basis for granting a waiver. If the Board determines that the information submitted does not adequately allow for a thorough review and assessment, then the review will not be conducted and the request will be denied. The owner will be so advised in writing.

Information submitted to the Board will be kept confidential and the Board's deliberation of the waiver request will be done in executive session.

Any Board decision granting a waiver of the non-leasing provision will contain specific provisions dealing with the length of a lease under the waiver. The Board shall document the basis and specific grounds for granting the individual waiver.

Adopted September 16, 2009