



**CONDOMINIUM ASSOCIATION**  
1519 EAST CENTRAL ROAD  
ARLINGTON HEIGHTS, ILLINOIS 60005  
(847) 228-5176 • Fax (847) 228-5190

# **THE DANA POINT CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

Revised May 29, 2014

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## Introduction

### **Welcome**

Dana Point is a condominium association comprised of 499 residential condominiums, a clubhouse, and various amenities. It is governed by a Board of Directors comprised of eleven (11) Board Members who hire a Managing Agent to oversee the daily operations of the Association. The Board has a variety of duties and responsibilities including the adoption of rules and regulations. This document contains the Rules and Regulations for the unit owners, residents, and guests of Dana Point.

These Rules and Regulations are necessary to ensure harmonious, pleasant and comfortable living conditions for everyone. With this in mind, each of us has certain rights and obligations to others, to ourselves and to each unit owner. The Board of Directors and the Managing Agent work together in an effort to consistently and fairly enforce the Rules and Regulations for your benefit and appreciates your compliance and cooperation.

A copy of the Declaration and Bylaws and a copy of the Rules and Regulations are always available in printed format from the Dana Point Management Office, the Managing Agent, or on the association website.

If you have any questions, comments, or suggestions, please contact the Managing Agent or write to the Board of Directors and submit it to the Dana Point Management Office. Correspondence may be dropped off during office hours or may be deposited in the overnight mail slot located next to the office door in the clubhouse.

The Dana Point Condominiums

1519 E. Central Road

Arlington Heights, Illinois 60005

Telephone: Clubhouse / Management Office, **847.228.5176**  
24-hour Emergency, 847.228.5176 or 847.459.0000

Fax: 847.228.5190

[www.liebermanmanagement.com](http://www.liebermanmanagement.com)

***What are  
condominiums?***

Condominiums are a form of real estate ownership.

In condominiums, unit owners have the sole rights to use and enjoy their individual deeded Unit. A "Condominium Association" is a legal entity representing the common interests of all unit owners who own the common areas outside of the units jointly. Unit owners are assigned a percentage of ownership that represents their share in the common elements. This would include for example, recreational facilities, landscaping, hallways and all other "Common Elements" as defined in the Declaration.

Unit owners are required to pay an assessment that is based on their percentage of ownership. These assessments are used to pay for the daily maintenance and services for the Condominium Association along with a reserve fund for future projects. These expenses include, but are not limited to the landscaping, trash removal, water, staff salaries, taxes, insurance, repairs, maintenance, operating expenses, and funding of the reserves. It is recommended to review the annual budget for a better understanding what expenses are incurred by the Association.

The Condominium Association is governed by several condominium instruments that include the Illinois Condominium Property Act, the Declaration and Bylaws, and the Rules and Regulations.

Under the provisions of the Illinois Condominium Property Act, as well as the Declaration and By-Laws of the Dana Point Condominium Association, it is the duty of the Board of Directors to establish certain rules and regulations under which the Association will operate. The Board is primarily responsible for the enforcement of all rules and regulations; however, the Managing Agent is also designated to act on the Association's behalf.

It is recommended that you familiarize yourself with the Declaration and Bylaws and Rules and Regulations to understand what the Association and Owners are responsible for. Unit owners should make available a copy of these documents for any residents, tenants, or guests as Owners are held responsible for their compliance with these documents.

The Board of Directors may take any appropriate action as provided by the Condominium Instruments to enforce the covenants, restrictions, rules and regulations. As unit owners are responsible for the behavior and compliance of all residents, families, tenants, or guests, all enforcement actions taken will be against the unit owner.

## **Assessment Fees/ Collection Policy**

In order to meet the association's monthly operating expenses and in accordance with the Declaration, Owners are required to pay their assessments on a timely basis.

Regular monthly assessment fees are due by the 1st of every month. If the bank lockbox processing center has not received the assessment on or before the 15th of the month, a late fee will be charged to the unit owner's account.

The on-site management office WILL NOT accept any type of assessment payments. Please mail your payments in a timely manner to the designated address included in the assessment coupon books. For convenience, U.S. Mailbox is located in the mailroom of each building where outgoing mail may be deposited.

The Association reserves the right to pursue all legal options in the collection of delinquent assessments in accordance with federal and state laws and as authorized by the Declaration. All actions listed below are taken automatically in each and every case. All legal fees incurred by the Association in an attempt to collect assessments will be charged to the unit owner's account.

<u>ACTION</u>	<u>DATE OF ACTION</u>
1. Assessment Due Date	First of each month
2. End of "Grace" period	15th of each month
3. Statement and addition of \$25.00 Late Fee	16th of each month
4. Balance Due Letter(s) Sent due date	31+ days after assessment
5. Attorney Starts Collections due date -30 Day Demand and -Notice of Intent to File for Forcible Entry & Detainer, Eviction Action & Unit Lien	66+ days after assessment
6. File Forcible Entry & Detainer Notice File Eviction Action File Lien against Property	30 days after Demand

## **Common Elements**

### ***Definitions***

1. The term "Common Elements" is clearly defined in the Declaration and includes all areas other than the Units. For purposes of clarity, it should be understood that the following areas are considered to be part of the Common Elements.
  - a. Elevators, halls, stairways, entryways to building, lobbies, fire hoses, building equipment, and alcoves in stairways.
  - b. Basement storage areas, laundry rooms, storage locker areas, garbage rooms, elevator rooms, boiler rooms, meter rooms, pump rooms and social rooms.
  - c. Building roofs.
  - d. Streets, parking lots, driveways and fire lanes.
  - e. Lawn and landscaped areas.
  - f. Exterior elevations of the buildings.
  - g. Television antennae, water meters, association master electric meters, sewers, fire alarm pull boxes, smoke detectors, fire doors, sprinklers, Common Element timers and controls.
  - h. Recreation facilities including, fitness room, tennis courts, pool, saunas, and social rooms.

**General  
Requirements**

1. Persons shall not be permitted to partake in recreational activities (play) in the halls, stairwells, lobby, entrances, elevators, garage, garage ramps, parking areas, fire lanes, or anywhere in and/or around the building where they may endanger themselves or unnecessarily disturb other residents.
2. Recreational activities are permitted in the grassy area to the north of the parking lot located between the 1505 and 1615 building, and in the grassy area to the south of the swimming pool only.
3. The use of the Common Elements and Limited Common Elements for team sports, golf equipment, skateboards, roller blades, scooters, bicycles, mini-bikes, go carts, snow shoes, cross country skis, snowmobiles, and motorized or non-motorized equipment is prohibited.
4. Picnicking, barbecuing, entertaining and sports activities on the lawn areas are prohibited unless otherwise stated herein. The local parks offer such facilities.
5. Residents may use the lawn for sunbathing provided no residents are disturbed and the Common Elements are kept clear of litter and debris. The use of vinyl, plastic and rubber mats is prohibited. The use of earphones or ear buds shall be used at all times with all electronic devices such as, but not limited to, radios, stereos, portable TV's, laptops, MP3 players, or iPads.
6. No items or articles (such as games, toys, bicycles, wagons, carts, etc.) may be left in the common areas including the building entrances, hallways, or stair wells at any time. This is a Village of Arlington Heights Fire Code requirement.
7. There may be no obstruction in the common halls per the fire code. Boots, boot trays, umbrellas, shoes, rugs and doormats or any other obstructions or personal effects are prohibited in the hallways or in front of the Unit entrance door in the hall.
8. The Association reserves the right to remove any item left in the Common Elements longer than twenty-four (24) hours without prior notification.
9. Smoking, included but not limited to, e-cigarettes, tobacco products, or other smoking devices, shall not be permitted in any and all building Common Elements including but not limited to storage rooms, laundry rooms, elevators, stairwells, trash rooms, garage areas, lobby and core areas, foyers, social rooms, parking garages, and hallways.
10. Unit owners, Tenants, residents and guests shall not tamper, remove, or alter any fire prevention equipment located in the Common Areas such as fire extinguishers, fire doors, stand pipes, fire hoses, smoke detectors, smoke alarm horns/strobes, and other such equipment. Unit Owners will be charged back for any fees, fines, repairs or replacements incurred by the Association as a result of tampering, removal, or alteration.

11. The unit owner is responsible for any damage to the Common Elements and Limited Common Elements caused by recreational activity. All damage will be repaired by the Association, unless otherwise instructed and all costs for the repair or replacement, in addition to any enforcement costs, will be assessed to the unit owner responsible.
12. No unit owner, resident, or tenant shall engage in or authorize any activity including alteration, construction on or removal from the Common Elements without prior written approval from the Board of Directors.
13. No guns (concealed or visible), BB guns, bows and arrows, sling shots, or weapons of any kind shall be permitted in the Common Elements or Limited Common Elements. All firearms must be kept in accordance with all applicable statutes and ordinances. Firearms must be unloaded and kept inside a case suitable for transport when being transported into or out of units through the common and limited common areas.



## **Architectural Control**

The purpose of Architectural Control guidelines are to preserve the buildings and structures, the landscaping and forms of beauty, and to maintain a neat, clean and uniform appearance throughout the community.

1. Unit owners may not begin remodeling or construction work inside their unit without prior written approval from the Board of Directors as it may affect the Common Elements or Limited Common Elements.
2. Unit owners who wish to alter their unit must complete the appropriate Architectural Application and submit to the Managing Agent for written Board approval.
3. Unit owners may not begin construction inside of a unit without received prior written approval from the Board.
4. Unit owners are responsible for obtaining the appropriate governmental permits at their own expense for any alterations inside a unit.
5. No unit owner or tenant shall engage in or authorize any activity on the Common Elements (such as gardening, landscaping, decorating, placing objects upon the Common Elements, or altering the Common Elements); without prior written approval from the Board of Directors.
6. Unit owners or tenants who alter, change, or remove any items from the Common Elements without prior written Board approval will be charged back for any expenses incurred by the Association for the repair or restoration of the Common Elements to its original and unaltered condition.
7. Remodeling, construction, or loud machinery shall be used or completed between the hours of 8:00 AM to 8:00 PM Monday through Friday; between 9:00 AM to 4:00 PM on Saturday; and between 10:00 AM to 3:00 PM on Sundays. No construction or remodeling is permitted on holidays.
8. No remodeling debris from contractors may be placed in any of the Common Elements including the garbage containers. The unit owner and the contractors are responsible for removing such debris from the property, at the owner's expense.

**Bicycle  
Storage**

1. All bicycles, wagons, tricycles and other non-motored wheeled vehicles must be stored in the designated bicycle storage room/area, inside an individuals' storage locker, or inside the unit.
2. Bicycles only may also be stored in the unit garage space, provided the bicycles are hung off the floor parallel to the wall by a commercially made, wall mounted bracket designed for such purpose. All installations must be approved by Managing Agent and installed by a Dana Point employee or approved contractor at the unit owner's expense.
3. Bicycles may not be stored on any landscaped areas, patios or balconies on the exterior of the building.
4. Bicycles and other wheeled vehicles shall not be ridden through the lobbies, hallways, laundry rooms, or elevators of the building, nor shall they be pushed or carried (except when being moved into or out of the storage room.)
5. BICYCLES SHALL NOT BE TAKEN IN AND OR OUT OF THE BUILDING'S MAIN LOBBY ENTRANCE.
  - a. Bicycles may gain access to the buildings through wing exit or core exit doors or walked in and out of the garage areas only.
  - b. First floor units are permitted to store bikes inside their unit and may walk their bicycles in and out through their patio door.
6. Bicycles or other wheeled vehicles are prohibited from being parked at or in front of the main entrances to buildings, in the fire lanes, on a patio or balcony, or on any lawn areas.
7. All bicycles and other equipment must be stored in a manner which does not interfere with entry to and exit from the designated storage room/area.
8. All bicycles must be tagged with a Dana Point Bike Permit. Bicycles without permit may be removed without prior notice and disposed of.
9. Keys for bicycle storage rooms, where applicable, must be obtained by the unit owner from the Managing Agent.
10. Motorcycles, scooters, or other motorized vehicles are prohibited from the bicycle storage area.
11. THE ASSOCIATION AND ITS MANAGING AGENT SHALL NOT ASSUME ANY LIABILITY FOR LOSS OR DAMAGE TO RESIDENT OR VISITOR BICYCLES.

**Bulletin Boards**

1. The Association Bulletin Boards are located in the lobby level mail room of each building and the clubhouse. Residents may not post items on these bulletin boards at any time. These boards are for the express use of the Association. Residents are encouraged to check these boards frequently.
2. Residents may post notices, advertising, "For Sale", "For Rent" or other types of signs or displays on the laundry room bulletin boards only. Residents who wish to post a notice must obtain approval from the Managing Agent before the notice, sign, or display is posted.
3. All items are subject to the discretion of the Board of Directors or its Managing Agent. Material containing discriminatory, obscene, or illegal activities or information is prohibited. Information that violates other association rules is prohibited.
3. No postings may be larger than 8½ by 11 inches.
4. All resident postings must be signed, dated, and may be displayed for a maximum of 14 days. Residents must remove the posting after 14 days from the date of approval.
5. Advertising, "For Sale", "For Rent" signs, or other types of signs or displays shall not be permitted in any part of the property, Common Elements, or Limited Common Elements including windows, patio doors, the Dana Point entrance, or in vehicle windows except as previously approved by the Managing Agent for the posting on the laundry room bulletin board.
6. "Open House" or "Estate Sale" signs are permitted only on the actual day of the open house at the front entrance to Dana Point and in the front building entry way where the unit is located. Unpermitted signs or signs in non-permitted locations will be immediately removed and disposed of. Lobby and building entrance doors may not be propped open at any time.

**Unsolicited Messages**

1. Distribution or posting of unsolicited correspondence, letters, flyers, newsletters, etc. in any common area is prohibited without advanced written authorization from the Board of Directors.
2. No items may be delivered door to door to the units without prior written authorization from the Board.
3. Campaigning for the Board of Director election shall conform to the campaigning rules outlined in the Election section of these Rules and Regulations.

**Landscaping**

1. Any sod or plantings ruined by unit owner or tenant through neglect or abuse shall be replaced by the Association at the Owner's expense.
2. No playground equipment or sandboxes are permitted in the Common Elements.
3. The shrubbery bordering the patio area of the First Floor units is part of the Common Elements. All trimming, planting and maintenance shall be completed by the Association and may not be completed by any unit owner or tenant without prior written approval from the Board of Directors. Owners would be financially responsible for having it returned to its original design.
4. Plantings on balconies may not hang over the railing or edge of the balcony. All plantings must be in an appropriate container with a tray under the container to catch any water on the inside the balcony. Plantings on balconies shall not be watered enough to overflow the water catch tray placed under the container and shall not run over the balcony floor to a unit below.
5. First floor unit owners may install items such as stepping-stones, crushed rock (earth hues) and cedar wood chips within the ground floor patio area, but not in front of the existing shrubbery. Note: cedar wood chips specified because they are insect repellant.
6. First floor unit owners may not plant in the common areas of the Association including the space under the bedroom windows between the patios.
7. Those units with existing planting beds as of April 15, 2014 will be considered grandfathered and will be permitted to retain their planting beds with the following restrictions:
  - a) Existing grandfathered beds shall be limited to no more than 36 inches in width measured from the brick building exterior wall to the grass.
  - b) Existing planting beds may not use any type of material to line the edge of the planting beds where it meets the common area lawn. All existing borders must be removed.
  - c) Unit owners with grandfathered planting beds in the authorized area shall be responsible for the cultivation and care of their bed. All dead material must be uprooted and disposed of properly in a timely manner.
  - d) The height of grandfathered planted material shall not exceed the bottom of the windowsill for bedroom windows. Unit owners must maintain all plants including pruning or removal of materials in order to maintain acceptable plant height.
  - e) Plantings are limited to flowers and shrubbery only in grandfathered planting beds. Vegetables, artificial flowers and/or decorations of any kind are prohibited.

- f) If a unit with a grandfathered planting bed is sold or transferred in ownership to a new owner, the seller must remove all planted materials and seed the empty bed prior to the unit sale closing or transfer of the unit. No further plantings will be permitted by the new owner and the area will be maintained by Association's landscaper following a transfer in ownership.

## **Laundry Facilities**

1. The laundry rooms are for the use of current residents for personal laundry only.
2. A laundry facility is located on the third floor of each building.
3. Laundry facilities are on a first-come, first-served basis. Remove laundry promptly to allow others to use the facilities. Items remaining in the laundry room for more than 48 hours will be immediately disposed of.
4. Washing machine tubs and dryer filters shall be cleaned after each use.
5. Drains for all laundry equipment shall not be blocked or obstructed.
6. No dyeing or tinting of clothes in the washing machine or laundry tubs.
7. All bleach and soap must be kept in a plastic bag when going to and from the laundry rooms to avoid spillage. Any damage to the common areas due to spillage or any bleach or soap trail leading to your unit will result in the cost of repairs by the unit owner.
8. Washing machine overflows, spilled soap or bleach shall be cleaned up immediately. Any damage caused by such an occurrence shall be reported. The party responsible for causing the damage shall be responsible for costs and expenses associated with the repair if caused by negligence.
9. Do not dry clothing or fabric on which there is anything flammable (alcohol, cooking oils, gasoline, spot removers, dry-cleaning solvents, etc.). Flammable substances give off vapors that could ignite or explode. Also avoid placing improper items in dryers, such as foam-backed rugs or athletic shoes.
10. Laundry utility sinks must be cleaned immediately after use.
11. Machines needing repair or service should be reported to the Managing Agent stating the location, machine number and nature of problem. Notification of inoperable machines should be left on the machines themselves.
12. The Association and its Managing Agent assumes no responsibility for personal items left in the laundry rooms.
13. Laundry equipment (washer, dryer, combo unit, stackable) shall not be permitted in the individual units for individual use and may not be installed inside a unit.

**Storage  
Areas/  
Lockers**

1. Each unit is assigned one individual storage locker that is for the exclusive use of that unit. Securing the storage locker is the responsibility of the unit owner or his or her tenant.
2. Each locker must be clearly marked with the unit number it is assigned to and on record with the Managing Agent.
3. Flammable materials and other items that are hazardous to the health, safety and welfare of the residents or materials that emit or create offensive odors shall not be used or stored inside the storage lockers. Smoking, including e-cigarettes or any other smoking devices, in the storage room is prohibited.
4. Motorcycles, motorized bicycles, or other motorized items are not permitted inside the storage lockers.
5. No articles may be stored outside the individual storage lockers. Any items left outside of a storage locker in the common area storage room will be immediately disposed of without prior notice.
6. Nothing shall be stored or left in a storage area which obstructs access to an individual locker, storage room door, or any other storage area.
7. The open grating on the lockers shall not be covered so as to prevent visual monitoring of the contents for fire inspection and for the general health, safety and welfare of the residents.
8. The doors to the storage rooms shall remain locked at all times and shall not be left open or propped open. Turn off the lights when leaving storage rooms.
9. Using a storage locker that is not assigned to your unit is strictly prohibited. Any items found in a storage locker assigned to another unit will be deemed as personal property of the unit owner assigned to the locker and may be disposed of at that unit owner's discretion.
10. The unit owner or tenant shall provide access and/or remove items from the storage locker to the extent the Association needs access to perform building maintenance, repairs, extermination, investigations, etc.

**Rental  
Storage  
Lockers**

1. Additional storage lockers may be available to rent for a monthly fee through the Managing Agent. If all lockers are currently rented, please contact the Managing Agent to be added to the wait list.
2. Owners renting a locker will have first right to renew the lease at the yearly expiration date.
3. The Board of Directors has the exclusive right to determine and change the annual fee for rental lockers.

## **Recreational Facilities**

### ***Fitness Room & Saunas***

1. A separate special key is necessary to access the Fitness Room in the clubhouse or the Sauna located in each restroom of the Clubhouse.
2. Unit owner assessment accounts must be current to obtain a key to the Fitness Room or Sauna. Unit owners/tenants must pay the refundable key deposit by check made payable to Dana Point and sign a Hold Harmless & Indemnification Form. Use of the Fitness Room and Sauna are at your own risk.
3. Unit owners must retrieve the Fitness or Sauna keys provided to tenants prior to a unit sale or move out.
4. An emergency information sheet must be on file for any Unit owner or tenant using the fitness room.
5. Children under the age of 18 may use the Fitness Room and shall be supervised when using any equipment labeled with a safety warning or which may cause injury. At no time should children under the age of 18 be in possession of an exercise room key.
6. No food, glass containers, pets, weapons (concealed or visible) or smoking, including e-cigarettes or any other smoking device, shall be permitted in the Fitness Room or Sauna.
7. Proper shoes and proper attire (no swim suits) must be worn in the Fitness Room.
8. Exercise time shall be limited to thirty minutes on any piece of equipment when others are waiting.
9. Residents who use the fitness equipment must wipe off the equipment with sanitizer promptly after use.
10. No radios, stereos or portable television sets are allowed without the use of personal earplugs.
11. Residents must not slam weights down or misuse the provided equipment.
12. Unit owners are not permitted to bring their own or donate personal exercise equipment to the Exercise Room. Unit owners wishing to discard their personal fitness equipment may obtain approval to post a notice in the laundry bulletin boards or make arrangements to dispose of it properly.
13. The Dana Point Condominium Association and its Managing Agent are not responsible for items left in the Fitness Room, Clubhouse restrooms, or Sauna. Items left behind will be disposed of.

**Pool/Picnic Pavilion**

1. Current and valid Dana Point Pool Passes are required for use of the outdoor pool and picnic pavilion located at the Clubhouse.
2. Pool passes are limited by unit size. No additional passes are available for owners, residents, tenants or guests.
3. Use of the pool is limited to current residents and their guests only with a valid pool pass. Each person seeking admission to the pool or picnic pavilion must present one valid pool pass per person to surrender at the time of admittance.
4. In the event of a change in ownership or tenant, the unit owner must retrieve the pool passes from the previous tenant to provide to the new owner or tenant. New passes will not be issued until the previous passes have been surrendered to the Managing Agent. The owner name on the pool pass must match the current unit owner on file with the Managing Agent.
5. Unit owners and residents who wish to use the pool must have a signed Hold Harmless Waiver Form on file.
6. Swimming shall not be permitted unless an authorized life guard or attendant is present to supervise the pool or a "Swim at Your Own Risk" sign is present.
7. All unit owners, residents, tenants, children and/or their guests shall follow all directions from the lifeguard/attendant and shall comply with all health and safety regulations and pool/picnic pavilion rules.
8. The lifeguard/attendant has the full authority to enforce all health and safety regulations, and all pool/picnic pavilion rules including clearing or closing of the pool for violent weather. The lifeguard/attendance has the full authority to deny or revoke access to anyone in violation, remove the disputed item, and suspend pool privileges if necessary.
9. All national, state, and local laws will be observed in the operation of the pool. No pets are permitted in the pool, deck, or picnic pavilion.
10. Admission to the pool shall be refused to all persons having any contagious disease, any infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, carbuncles, boils, diarrhea, vomiting, inflamed eyes, ear discharge, or any other condition that has the appearance of being infections.
11. Persons with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, rubber bands, or other bandages of any kind shall be refused admittance to the pool.
12. All persons must shower before entering the pool.
13. All persons must have appropriate swimming attire. Street clothes, cut-offs and other such attire is not permitted inside the pool.



14. All children or persons who are not toilet trained or able to control bladder discharge or are incontinent shall wear "swim diapers" or similar clothing under their bathing suits.
15. Persons who are not able or capable of swimming must be accompanied by a person who is able and capable of swimming.
16. Only clean footwear, baby strollers, or wheel chairs are allowed in the pool areas or restrooms. Strollers and wheelchairs must remain at least 10 feet from the pool edge.
17. Towels and/or robes shall not be permitted to be hung on the pool fence.
18. Shoulder length hair must be securely tied back. When appropriate, the lifeguard/attendant shall remind the pool patron when valid pool pass is presented.
19. No diving in water less than 5 feet deep.
20. Pool patrons are responsible for the conduct and discipline of themselves, their children and of their guests behavior at all times. No running, boisterous activity, rough play, spitting, spouting of water, blowing the nose, or other objectionable activity shall be permitted.
21. Children's personal flotation devices such as arm floaties, life preservers are permitted. Noodles no longer than 58 inches in length are permitted for children and adults. Other flotation devices, such as water exercise dumbbells, shall be permitted only when less than 10 people are in the pool or at the discretion of the life guard/pool attendant.
22. No toys with the exception of soft sponge-like balls are permitted.
23. No glass, food, soap, gum, tobacco, or other such items that may create hazardous conditions or interfere with the efficient operation of the pool shall be permitted in the pool or on the pool deck.
24. The use of earphones is mandatory with all electronic devices such as but not limited to radios, stereos, portable TV's, laptops, MP3 players, or iPads, and must be kept at least 10 feet from the pool edge at all times. All cell phone conversations should be kept to a low volume.
25. All trash must be disposed of properly in the provided containers.
26. Food, drinks, smoking including e-cigarettes or any other smoking devices, and gum chewing shall be limited to the picnic pavilion only. No glass containers, or weapons(concealed or visible) are permitted in any area of the pool, pool deck, or picnic pavilion at any time.
27. The Dana Point Condominium Association and its Managing Agent are not responsible for any lost, stolen or damaged personal items.

**Social Rooms**

1. Each residential building has Social Room available for rent through the Management Office. Only one event per day per building is permitted.
2. Residents who wish to reserve the Social Room must contact the Management Office during office hours. A completed reservation form, Host Acknowledgement, and security deposit are required to reserve a date.
3. The Social Rooms shall not be used for any type of paid event, including, but not limited to, exercise classes such as yoga, etc.
4. There shall be no fee or charges of any kind to any guest attending an event in the Social Room including, but not limited to, admission or entrance fees, food or beverage, raffles, prizes, or any other fee or charge, and nothing shall be sold at any event in a Social Room.
5. Maximum capacity of each Social Room is limited to 40 people for a single event as established by the Arlington Heights Fire Department.
6. Residents who reserve the Social Room must pick up the key no earlier than 24 hours in advance of the reserved date. Keys must be returned to the Managing Agent by 11:00 AM of the next business day following the event.
7. A unit owner or tenant over the age of 21 years old must be present at all times throughout the event.
8. All doors to the Social Room must remain locked when not in use. Door must be locked prior to leaving if no one will be in the Social Room.
9. Smoking, including e-cigarettes or any other smoking devices, is prohibited.
10. No weapons of any kind (concealed or visible) are permitted in the Social Rooms.
11. The unit owner or tenant reserving the Social Room must provide proof of homeowner's or renters insurance. Any property of the Social Room or part of the Common Elements that is damaged by the unit owner, tenant, or their guests, is the responsibility of the unit owner.
12. Upon completion of the event, the unit owner or tenant hosting shall be responsible for cleaning the Social Room (vacuuming, removal of decorations, removing all garbage and disposing of it in the trash chute or exterior garbage container, wiping off all tables) and returning the room to its original condition as noted prior to rental.
13. Due to the proximity of the Social Room to surrounding units, all events including clean-up must be completed, room vacated, and door locked by 11:00 PM on the day of the event.

14. Live musical groups, bands, live entertainment, and commercial entertainment equipment such as portable dance floors, lights, microphones, and loudspeakers are prohibited. Hosts may have a radio or stereo to play music in the Social Room provided the audio is kept to an acceptable level so as not to disturb other residents.
15. All charges incurred by the Association for the cleaning or repair of the Social Room shall be withheld from the deposit or charged back to the owner responsible should the amount exceed the deposit amount.
16. Any and all personal injury or property damage caused by the Host or his/her guests as a result of activities associated with the Social Room Reservation shall be the responsibility of the Host.

### ***Tennis Courts***

1. Tennis courts are available for use by current residents only. Courts may be used, weather permitting, April through November, from 9:00 AM to 8:00 PM daily.
2. A special separate key is necessary to access the tennis courts through the North side gate. Keys may be obtained through the Managing Agent for a refundable deposit fee payable by check and a signed waiver.
3. Tennis courts may only be used of tennis play with the appropriate equipment and gear.
4. Play time is restricted to one hour when others are waiting to use the courts.
5. The entrance gate must remain closed and locked at all times.
6. No pets, food, glass containers, bicycling, roller blading, or weapons of any kind (concealed or visible), smoking, including e-cigarettes or any other smoking devices, or other activities shall be permitted in the tennis courts.
7. Any damage, repair, misuse, or abuse of the tennis courts and the provided equipment shall be charged back to the unit owner responsible.

## **Unit Owner's General Responsibilities**

### **Limited Common Elements**

1. A Limited Common Element is a part or portion of the Common Element that is for the exclusive use and enjoyment of one or more units. The following are included, but are not limited to, as Limited Common Elements:
  - a. Balconies and patios.
  - b. Unit doors, door thresholds, sliding patio/balcony doors.
  - c. Windows and window boxes.
  - d. Doors on balcony or patio closet.
  - e. Electric and plumbing pipes and wires that service your unit exclusively.
  - f. Any other portion of the Common Elements that serves your unit exclusively.

### **Limited Common Area Restrictions**

1. No guns (concealed or visible), BB guns, bows and arrows, sling shots, or weapons of any kind will be permitted in the Common Elements or Limited Common Elements. Any firearms must be kept in accordance with all applicable statutes and ordinances. Firearms must be unloaded and kept in a case suitable for transport when being transported into or out of units and through the common areas of the building.
2. Foot wear and cover-ups must be worn at all times when going to and from the swimming pool and foot wear must be worn at all times in all common areas within the building.
3. Unit owners are responsible for the maintenance, repair, or replacement of any Limited Common Element including, but not limited to, damage, neglect, abuse, misuse or wear by a unit owner, tenant, resident, pet, or their guest. All costs associated with the repair are the responsibility of the unit owner unless otherwise deemed by the Board of Directors.
4. Repairs or replacements to the Limited Common Elements will be completed by the Association and charged back to the Owner responsible when applicable. Unit owners may not complete repairs or replacements to the Common or Limited Common Elements without prior written approval from the Board of Directors.

**Balconies and Patios**

1. Residents shall keep patios and balconies clean, neat, and free of clutter.
2. Balconies and patios may not be enclosed or altered in any way. No awnings, sun shades, canopies, trellises, shutters, air conditioning units, radios or television antennae, or any other object shall be affixed to or placed in, through or upon an exterior wall, door, window or roof or any part thereof without prior written consent of the Board.
3. No drying or airing of clothing, carpeting or laundry or hanging of clotheslines is permitted on patios or balconies.
4. Dust mops, rugs, etc., shall not be shaken from, nor water nor other refuse be disposed of from patios or balconies. No objects of any kind are to be thrown from balconies or patios at any time except for posted holiday tree disposal dates.
5. No signs, notices, etc., will be allowed on patios, balconies, walls or on the lawns.
6. Patios and balconies may not be used for storage other than for storage of barbecue grills with lids, outdoor patio furniture, flower pots or flower boxes, and satellite dishes mounted on a portable base.
7. Decorations, movable planters and flower boxes may be placed (but not attached) on the inside of a patio or balcony. No items are permitted to be hung from the outside of any railing with the exception of an American Flag properly mounted on a bracket. No items may be attached to the brick walls, balcony/patio ceiling, or outer railings.
8. Seasonal lights and non-musical holiday decorations are limited to the following restrictions: Christmas, New Year's Day, Hanukah and other such religious holiday lights and decorations may be installed no more than 30 days prior to the legally observed date and must be removed no more than 15 days following the legally observed date. Memorial Day, Independence Day (4<sup>th</sup> of July), Labor Day, Halloween, Thanksgiving holiday lights and decorations may be installed no more than 7 days prior to the legally observed date and must be removed no more than 7 days following the legally observed date.
9. Unit owners are responsible for maintaining the paint of the balcony railing, closet doors, wood trim, and balcony ceilings using the approved paint specifications available from the Managing Agent. American flag brackets may be attached to the balcony railing or wood trim in the appropriate brown color.
10. Unit owners will be notified if the paint on the patio, balcony railing, ceiling, closet door or wood panels requires attention. Unit owners must repaint those items upon receiving notification within the allotted time period or the Association will repaint the item and charge back any costs to the unit owner responsible.
11. Residents must provide access to the unit and to the patio or balcony associated with the unit in order to allow the Association to make any necessary repairs when, in the determination of the Association, such access is necessary.

12. Parking of baby strollers, pet carriers, baby carriers, other carriages or carriers, bicycles, motorcycles and other recreational vehicles on the patios or balconies is strictly prohibited. Packages, groceries, and other items may not be brought into the unit over the patio hedges or balcony railing.
13. Storage closet doors on the balcony or patio must be secured at all times. Unsecured doors bang against the railing or building and are a nuisance. Unit owners will be charged back for any costs incurred by the Association for securing an open closet door. Unit owners are subject to an immediate fifty dollar (\$50.00) fine as a result of noise caused by unsecured storage closet doors.
14. Unit owners are responsible for changing out the light bulbs in the balcony or patio light. Unit owners or tenants must use white or yellow "bug lights" on the balcony or patio.
15. All balconies have a Sonneborn waterproof coating applied designed to protect the concrete balcony floor. The use of rugs, carpeting, stone, tile, paint, or other materials on the balcony floor are prohibited.
16. First floor unit owners may install items such as stepping stones, crushed rock in earth hues, and cedar wood chips within the ground floor patio area, but not in front of the existing shrubbery. These items must not extend into the Common Areas and must not interfere with landscaping operations.
17. First floor unit owners may install green or brown outdoor carpeting on the concrete patio floor. Unit owners who wish to lay down any other type of material shall obtain prior written Board approval.
18. The lawn in front of the first floor units must be kept free of all items such as furniture, lawn games, paving/stepping stones, barbecue grills and recreational equipment.
19. No activity shall be conducted on a patio or balcony and nothing shall be stored or maintained on a patio or balcony which would be in violation of the fire codes or other village or governmental ordinances which would adversely affect the health, safety and welfare of the residents or which would interfere with access to or exiting the building in any manner.
20. The Association and its Managing Agent are not responsible for items damaged, lost, or stolen from balconies or patios.
21. No fire pits, portable heaters, or other such devices will be allowed in accordance with the Village of Arlington Heights Fire Ordinances.

**Barbecuing**

Barbecuing / cooking on the patio or balcony is permitted under conditions as stated below:

1. Gas and electric grills are permitted. Charcoal grills are permitted only if they do not require liquids or chemicals to start. Lighter fluid, gasoline, and other liquid or chemical starting agents are strictly prohibited.
2. All grills must have a functioning and properly fitting lid that must be kept closed at all times when not in use.
3. A portable chemical fire extinguisher must be present on the balcony or patio when the grill is in use.
4. Patio doors must be closed during all times the grill is in use, except for entering and leaving the unit.
5. A tray or pan must be placed below the grill. Periodically remove grease or fat buildup in the tray so heat cannot ignite it.
6. Keep children away from grill area.
7. Do not store a grill in the garage or inside your unit.
8. Use proper procedures for disposal of propane tanks.
9. Keep cover on the grill during seasonal periods when not in use.
10. All grills must comply with all municipal and building codes with regards to placement and operation.

## Flooring

1. In order to minimize the transmission of sound between units, the following policy applies to installation of hard surface flooring:
  - a. All plans for installation of wood, tile or other hard surface flooring must be submitted in advance and in writing to the Managing Agent for approval by the Board of Directors.
  - b. Installation must include an underlayment of sound absorbent material, such as 8 mm cork or other similar types of material, with a **minimum** STC and IIC rating of 60 when installed over existing 6 inch concrete sub-flooring material. Although 60 is the minimum rating permitted, this may not completely stop the transmission of all sounds from unit to unit.
  - c. All sound absorbing underlayment material specifications and manufacturer's data sheets must be submitted to the office with the request for installation approval.
  - d. Prior to installation, a paid receipt for purchase of sound absorbent material and manufacturers' data sheet must be submitted to the Managing Agent.
  - e. Upon completion of installation, Owners must call the Managing Agent to schedule an inspection of the installed flooring.
  - f. If flooring is installed without proper approvals as described above, the floor will be removed at the current owner's expense.
  - g. If flooring does not meet minimum building codes and soundproofing requirements, the floor will be removed and/or repaired at the current owner's expense.

## Garbage/ Recycling

1. Residents must wrap trash and garbage in leak-proof plastic bag and place in trash chutes on each floor. First floor units must dispose of all garbage in the provided exterior garbage containers.
2. Keep lids on all exterior garbage/recycling containers closed at all times. Exterior corral doors should be kept closed at all times to prevent blowing debris.
3. Boxes, cartons, rug remnants, recycling, flammable or smoking materials, aerosol cans, newspapers and items too large to freely fall down the chute must be carried to the exterior garbage containers.
4. Garbage, rubbish, debris or other unsightly materials are not to be left in the halls, stairways or any common area. All trash should be placed in the proper receptacle immediately. Residents are responsible for immediately cleaning all spills, bag breaks, or loose debris when transporting garbage or recycling materials.
5. Cat litter must be in sealed plastic bags prior disposal in the garbage chute.
6. Cigarette butts, grease, coffee grounds, teabags, paper toweling and other fibrous items shall not be placed into kitchen garbage disposals.



7. No lye or chemical drain cleaners should be put into the chute or kitchen disposals.
8. Disposable diapers, tampons, sanitary napkins, paper towels, tissues, personal wipes and other materials shall not be flushed down toilets or otherwise placed in the sanitary sewer system.
9. Disposal of all appliances including, but not limited to, stoves, refrigerators, dishwashers, toilets, sinks, bathtubs, countertops, and construction/demolition material, are not to be disposed of in any area of the building. It is the owner's responsibility to make arrangements for disposal or removal from the property.
10. All newspapers, glass bottles and jars, cans and plastic bottles must be brought down to the exterior garbage area and placed in the marked recycling container.
11. Do not dispose of low-energy mercury or halogen bulbs in the garbage. Containers in the chute rooms have been provided for these items.

## Recycling Do's and Don'ts

### *Paper Products*

#### **Do Recycle:**

Newspapers (with all inserts), magazines, junk mail with envelopes, phone books, paper grocery bags, computer paper, cardboard, corrugated cartons (minus plastic handles and "windows") flattened to no more than 2' x 2'. Place heavy items on top.

#### **Don't Recycle:**

Hard or soft cover reading books, pizza boxes, carbon paper.

### *Glass, Metal & Plastic*

#### **Do Recycle:**

Glass bottles and jars (clear, brown or green colors), tin, bi-metal and aluminum cans, tin foil and trays, food containers #1 through #7\* and beverage rings.

#### **Don't Recycle:**

Plate glass, Pyrex glass, ceramics, light bulbs, shirt hangers, metal parts, plastic caps and tops from beverages and foods, Styrofoam, plastic grocery bags, containers from pesticides, paint and commercial cleaners.

**Remember, recycled containers should be rinsed clean!**

\*See the bottom of containers for the recycle symbol ♻ and #1 through #7.

13. Special pick-ups for large items that do not fit completely inside dumpsters must be scheduled through the Management Office and the garbage collector.
  - a. The garbage collector may charge a fee for picking up such items. The fee is charged to the unit owner responsible.
  - b. Large items for pick up can only be placed outside on previously arranged day of pick up. Unit owners placing large items outside prior to that may be fined.
  - c. Residents may make alternative arrangements for disposal of large items through other companies such as 1-800-GOT-Junk but must notify the office of the schedule pick up date when items will be out for collection.
  - d. Mattresses must be wrapped and secured in plastic prior to be set out in the garbage area for a scheduled collection. Mattresses that are not wrapped or that appear without prior arrangements with the Managing Agent will not be removed.
14. Electronic items such as small appliances, TV's, computers, DVD players, video games, CD's, keyboards, pointer mice, and chemicals, medical waste, prescription drugs and other such items shall not be placed in the garbage or recycling containers or in the exterior garbage areas for removal. Residents, who wish to dispose of electronic items, or for more information, please contact the Solid Waste Agency of Northern Cook County at 847-724-9205.

## **Insurance Requirements**

1. Unit owners are individually responsible for insuring their personal property located in their respective units, as well as maintaining liability coverage and improvement and betterments. Unit owners must insure their personal property stored elsewhere in the property.
2. Unit owners must hold personal liability insurance and must provide a Declaration of Insurance to the Managing Agent annually.
3. Tenants must provide a current Declaration of Renters Insurance to the Managing Agent upon leasing and upon insurance renewal. Renters Insurance must be kept current while residing at Dana Point.
4. Nothing shall be done or kept in any units, the garage, or in the common elements which would increase the rate of insurance on the building or the contents thereof, applicable for its intended use without prior written consent of the board.
5. Unit owners shall not permit anything to be done or kept in their respective units or in the Common Elements which will result in the cancellation of the insurance on the building or its contents, or which would be in violation of any law.

## **Insurance FAQs**

### Frequently Asked Questions

Q: Does the Association have insurance?

A: Yes. The Association's insurance covers the common elements and the building components of the unit— it does not provide protection for your unit, personal property or liability.

Q: Why does the Association require me to purchase insurance?

A: Insurance helps protect everyone's interests. If a neighbor inadvertently damages your unit, your insurance may help pay for the repairs or loss.

Q: What if my unit is damaged and it is not my fault? Will the Association reimburse me?

A: The Association does not pay for repairs to the inside of owners' units or for losses inside a unit as outlined in the Declaration.

Q: Will the insurance I purchase cover every type of "peril"? How much insurance do I need?

A: Not all "perils" may be covered, and coverage for some "perils" such as flooding may require the purchase of a "rider" or "endorsement." If you have questions, please contact your insurance agent because insurance policies may vary and each person may have different needs.

**Maintenance/  
Noise**

1. Unit owners are responsible for the maintenance, repair, or replacement of all items in the unit and in the Limited Common Elements belonging to the unit. Unit owners shall take immediate action when notified of a maintenance issue within their unit and shall notify the Managing Agent upon completion of the repair for final inspection by maintenance.
2. Changes or alterations to the unit must have prior written Board approval. Architectural Control Applications are available through the Managing Agent.
3. Toilet ring seals are the sole responsibility of the unit owner and are recommended to be replaced with a non-wax fiber seal.
4. Remodeling, construction, or loud machinery shall be used or completed between the hours of 8:00 AM to 8:00 PM Monday through Friday; between 9:00 AM to 4:00 PM on Saturday; and between 10:00 AM to 3:00 PM on Sundays. No construction or remodeling is permitted on holidays.
5. No noise, music, or other sounds within a unit or on a patio or balcony will be permitted at any time so as to disturb surrounding residents. All noise must be kept to a respectful level.
6. Noisy parties and objectionable behavior for a unit owner, tenant, resident or guest shall not be permitted. Parties and their attendants must remain within the unit or Social Room and may not spill over into the hallway, stairwells, or other Common Areas.
7. Residents must provide access to the unit and to the patio or balcony associated with the unit in order to allow the Association to make any necessary repairs when, in the determination of the Association, such access is necessary.

**Satellite Dish  
Installation  
Policy**

1. Unit owners who wish to install a satellite dish must provide written notice of the dish installation by completing an Architectural Application and submitting it to the Managing Agent.
2. Unit owner must install a satellite dish no more than 1 meter in diameter, and satellite dish must be in complete compliance with FCC regulations. Satellite dishes must be earth tone in color.
3. Installation will be on a balcony or patio. No apparatus may encroach on the common property or extend beyond the balcony or patio.
4. A dish shall not be placed on the balcony or patio of another unit.
5. Prior to installation, please make sure you will be able to receive an adequate signal without encroaching on the common property. Encroachment will result in you being required to move or remove the satellite dish.
6. Satellite dishes are to be secured in a portable base. Pedestals and bases must be the same color of the satellite dish and shall be aesthetically acceptable. No buckets, pots, garbage cans, etc.
7. Unit owners shall be liable for any claim, damage, or expense incurred as a result of installation, maintenance, or use of the dish.
8. If a professional installer is used, the installer must be insured and bonded; the dish must be installed in a safe and proper manner.
9. In the event that repairs are needed to the elements upon which the dish is situated, it will be the owner's responsibility to remove the dish to facilitate the repairs.
10. Unit owners, at their sole expense, must remove any satellite dish from the balcony or patio that is not currently being used.

**Windows,  
Doors, and  
Decorations**

1. Unit doors must match the existing style and color for the hallway side and be uniform with all other unit doors. Replacement doors must comply with all Fire Codes and ordinances.
2. Unit owners are responsible for the re-lamination or staining of the unit door on the hallway side. Unit owners must repair or replace the unit door after receiving notification that the door requires attention.
3. Seasonal decorations may be installed on the unit door only in accordance with these Rules and Regulations. No items may be placed, affixed, or hung from the door frames, hallway walls, ceilings or other Common Elements. Items placed in the Common Areas may be immediately removed and disposed of without prior notification.
4. No decorations which create a safety hazard will be permitted on unit doors.
5. The attachment of religiously mandated objects to the entrance door area of units is permitted per Illinois Compiled Statute 765 ILCS 605 / 18.4
6. Electronically transmitted doorbell buttons may be affixed by glue or double-sided adhesive to the unit door only. These devices may be attached directly above or below the door security viewer.
7. Door kick plates shall not be attached to the unit door on the hallway side.
8. Unit owners wishing to install new windows or patio doors must obtain prior written approval by submitting a completed Architectural Application available through the Managing Agent.
9. Unit owners may install commercial storm doors on the exterior balcony/patio doors provided they blend uniformly with the architectural design of Dana Point and its aesthetic environment.
10. Unit owners may install storm windows on the interior of the unit only. No exterior storm windows are permitted.
11. Unit owners are responsible for the repair or replacement of any broken glass, broken windows, torn/broken screens, or badly stained glass in a window or door and must comply upon receiving notification of the issue.
12. Temporary window coverings such as bed sheets, blankets, etc. must be removed no later than 15 days after occupancy of the unit has been established.
13. Torn, damaged, or unsightly window coverings are not permitted.
14. Unit owners are responsible for the cost to paint all window frames.

## Building Security and Safety

### **Entry Security**

1. Building exterior doors shall not be propped open at any time. Open entry doors to the building should be attended to during use and closed securely behind you when finished.
2. Never allow entry of unauthorized persons into the building. Request credentials from all sales and service personnel before allowing them access to the building.
3. Double check persons at your door after admitting them through the lobby intercom system. Individual unit doors should be kept closed at all times.
4. No solicitors are allowed. Loitering shall not be permitted in the Common Areas such as the lobby, stairways, hallways, entrances, parking lots, elevators, or grounds.

### **Exits**

1. There shall be no obstruction of exit doors, fire doors, smoke detectors, fire alarm pulls, fire extinguishers, fire hoses, sprinkler heads, stairs and stairwells, elevators and elevator doors, security doors, security monitor, electric meter room door or any other building component or facility which would tend to jeopardize the health, safety and welfare of the residents.
2. There shall be no tampering with the exit doors, fire doors, smoke detectors, fire alarm pulls, fire extinguishers, fire hoses, elevators and elevator doors, security system doors and monitor, equipment room doors, inside and outside lighting control or any other building component or system which would tend to jeopardize the health, safety and welfare of the residents.
3. The roof of the building is not an emergency exit.
4. The roof, elevator shaft, storage rooms, boiler rooms, electric rooms, and other mechanical rooms shall be entered only by authorized persons who shall be so identified. Access by any other person is prohibited.

### **Elevators and Fire Alarms**

1. The elevator "emergency stop" button shall not be used to hold the elevator at a floor for personal use.
2. The emergency call button in the elevator is for use only in an emergency. If you accidentally hit this button, please wait for the Fire Department to answer and advise them the button was hit on accident and you do not require service. The Association pays fines every time a call button is pressed for a non-emergency.
3. Elevators shall not be used for entry or exit after a fire alarm has sounded. Everyone is to leave the building using the exit stairs or other emergency exits.
4. In the event that a fire alarm is sounded, everyone must immediately vacate the building until authorized to return by the fire department. Do not assume that it is a "false alarm"!

## **Smoking**

1. Smoking, including e-cigarettes and any other smoking devices, is not permitted in any of the Common Elements, including but not limited to, the laundry rooms, hallways, storage rooms, Social Room, stairwells, lobby, garbage areas, garages, and core areas.
2. Smoking is not permitted within 15 feet of any building window, exit, or doorway.
3. Residents who smoke in a unit must take steps to completely contain and prevent the smoke or odors from entering the Common Areas or surrounding units. This includes, but is not limited to, installing air purifiers, door draft guards, odor neutralizers, and vent guards. Residents shall provide a copy of all receipts for the purchase of smoke abatement materials installed in a unit within 14 days of purchase.
4. All smoking related trash and debris must be disposed of properly in the appropriate garbage containers.
5. Cigarette butts, ashes, ashtrays, and all other smoking related debris may not be disposed of over the balcony railing or patio into the common areas. All smoking related debris must be kept contained in an appropriate container to prevent debris from being blown by the wind.



## Sales, Leasing, Moving and Deliveries

### **Unit Sales**

1. Unit owners who wish to sell a unit must provide the Association with written notice of their intent to sell using the appropriate form when placing a listing for the sale of a unit.
2. When selling, refinancing, or transferring a unit, certain documents will be required to be obtained by the seller, buyer, mortgage lender, attorney, or Title Company. The Association reserves the right to charge a fee for these materials.
3. Sellers and buyers are required to complete all necessary forms and provide the required information to the Managing Agent. This includes, but is not limited to, attorney's names, addresses, executed sales contracts, purchaser's information form, anticipated date of closing, mortgage information, forwarding address, and contact phone numbers.
4. Closing documents required for a unit sale or transfer, such as a Paid Assessment Letter, or 22.1 disclosures shall not be released to the requesting party until all forms, documents, requirements, and fees have been received.
5. All unit owners must obtain a copy of the current Declaration, By-laws, and Rules and Regulations and must acknowledge that they have received, read, and understand all Rules and agree to abide by said governing documents.
6. Sellers must turn over all building, garage, and special keys listed on the Unit Key Inventory form at the sale closing. Sellers and Buyers must execute this form to acknowledge the receipt of all keys or list any keys not turned over at the closing. Key Inventory forms must be returned by the Buyer within 15 days following the closing. Charges for missing keys or fees for incomplete or missing forms shall be charged against the new unit owner.
7. No lockboxes shall be permitted on the property, in the Common Elements or on the Limited Common Elements for the purposes of selling, showing, or leasing a unit. Any lockboxes found may be immediately removed without prior notice by the Association at the unit owner's expense.
8. Buyers or owners of a unit following a sale or transfer must provide a settlement statement to the Managing Agent such as, but not limited to, a new deed, HUD statement, bill of sale, Quit Claim Deed, or other such legal document. Financial information, such as purchase price or other costs may be removed from the document prior to submission.

### **Leasing / Renting of Units**

1. All unit owners who do not reside in a unit owned by them shall provide the Association or its managing agent with their permanent residence address and emergency contact information and updated as necessary should the information change.
2. Unit owners who have dual residency (snow birds) must provide the Association or its Managing Agent with their secondary residence address, emergency contact information, and dates of expected vacancy and return. It is recommended to leave unit key with the Managing Agent to be used in an emergency only.

3. Any expense incurred by the Association in locating a unit owner who fails to provide contact information shall be assessed to that unit owner's account.
4. Unless otherwise provided by the law, unit owners who fail to provide current contact information shall be deemed to have waived the right to receive notices at any address other than the unit address. The Association shall not be liable for any loss, damage, injury, or prejudice to the right on said unit owner caused by any delays in receiving notices.
5. No unit owner may lease less than the entire unit, nor may the unit be leased for hotel or transient purposes. Every lease must be for a period of at least one (1) year and a maximum of two (2) years. Unit owners shall not permit a tenant to sub-lease.
6. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.
7. Every unit owner intending to lease a unit shall give no less than fifteen (15) days prior written notice to the Board of Directors of their intention. The unit owner shall add to the lease, all riders provided by the Association and shall be signed by all parties executing the lease.
8. Each unit owner must provide a copy of the fully executed lease and riders to the Managing Agent no later than thirty (30) days after signing. A new copy of the lease and riders shall be provided to the Association upon renewal of an existing lease or for any new or subsequent lease agreements. Leases shall include the following information:
  - a. Beginning and ending dates for lease term. Lease duration must be for a minimum of one year and a maximum of 2 years in length.
  - b. Name of all occupants to reside in the unit during the lease term.
  - c. Emergency contact information for both the off-site unit owner and tenant.
  - d. Signed acknowledgement the tenant has received and read the Rules and Regulations and further agrees to comply with said Rules and Regulations.
  - e. Proof of Renters Insurance valid and current during occupancy at Dana Point. If insurance is renewed, a new certificate must be provided.
9. **Unit owners shall be assessed a fee to cover all costs and expenses incurred by the Association to provide all new tenants with a copy of the Declaration, Rules and Regulations, any other important documents upon submission of the fully executed lease and riders. These documents will be provided directly to the tenant by the Managing Agent.**
10. In the event of any violations of the Declaration, By-Laws, or Rules and Regulations of the Association by the lessee, the Board, at its sole discretion, shall determine what action or actions are necessary against the unit owner or lessee as the case may be. When the Board, at its sole discretion, determines that a violation or a series of violations warrant termination of a lease, the Board may take whatever action or actions are necessary to terminate such lease.

11. All expenses incurred by the Association, in connection with any violations under these rules, shall be assessed to the unit owner responsible.
12. Provisions herein relating to the execution of new leases shall become effective upon the expiration of any lease currently in effect. However, the requirements set forth in paragraph 5 are effective immediately.
13. Immediate family members of the unit owner who occupy a unit where the deeded unit owner does not reside in the unit and uses the unit as a primary residence shall be considered a tenant and shall be subject to all leasing provisions as provided in the governing documents including the submission of a written lease or written memorandum of the agreement between owner and tenant.

**Moving/  
Deliveries**

1. Notice to the Association and/or its Managing Agent must be given forty-eight (48) hours prior to delivery of large items and move-in or move-out. Only one move per building per day shall be permitted.
2. No items may be moved through the front doors or main lobby. All deliveries, move-ins or move-outs must be completed using the designated service entrance at the rear core entry on the non-garbage side of the building. Items may not be brought in through the patio, balcony, lobby, or outside wing building entry doors.
3. Elevator pads must be placed in the elevator when the elevator is used for moving or delivery of items other than groceries. Do not use the non-padded elevator. A deposit is required to use the elevator key for a delivery or moving.
4. Unit owners, residents, tenants, and guests are responsible for measuring all elevator and doorways necessary to ensure large items will fit and be transportable without damage to the Common Elements.
5. Emergency health care services, oxygen tanks, floral, parcel, food and sundry materials may be delivered through the main building lobby.
6. No vehicles or ramps may be parked or placed at any time on any common area property including the main road, sidewalks, walkways, and lawn areas. Vehicles with the appropriate flashing parking lights turned on may park near the designated service entrance for loading and unloading only and must be removed immediately upon completion. The Move Permit shall be displayed in the vehicle while parked and the engine shall be turned off for the duration of loading or unloading.
7. Any damages caused to Common Areas will be the responsibility of the unit owner and/or his or her lessee.
8. A Moving Permit is required for all move-ins and move-outs. The moving permit is issued by the Managing Agent and will be provided once all requirements and fees/deposits have been received. Residents must keep the moving permit on them for the duration of the move and must show the valid permit upon request by the Managing Agent, Board Member or other authorized representative.
9. A damage deposit of \$200.00 shall be placed with the Managing Agent before a resident shall be permitted to move into or out of the building. The deposit will be summarily applied against the cost to repair any damage to common elements caused by the moving or any charges imposed for enforcement of the Association rules. The owner of the unit from which or to which moving or delivery occurs shall be responsible for all damages to Common Elements or other charges which are incurred as a result of the move or delivery. An inspection of the common elements will be conducted before and after the move.
10. The Association has established reasonable hours during which deliveries may be made and when residents may move into or out of the building. The hours are 7:00 a.m. to 8:00 p.m., Monday through Saturday and 10:00 AM to 4:00 PM on Sunday. No holiday moves will be permitted. The Association reserves the right to stop moves or deliveries, which begin before or continue after the above designated hours.

## **Pets and Animals**

1. No animals shall be raised, bred, maintained, or kept for commercial purposes anywhere on the property.
2. The only types of animal to be kept as a pet are a dog (subject to the restrictions), cat, bird, and/or fish.
3. All dogs must be registered with the Managing Agent at the time the pet is acquired or when the Unit is purchased. Owners/Tenants shall also be required to sign the Pet Owner's Hold Harmless and Rules Acknowledgement Agreement form and submit a copy of the village dog license, proof of all current vaccinations including rabies and distemper at the time the dog is registered.
4. Only one (1) dog per first floor unit is permitted.
5. No dog, except as reasonably necessary to accommodate a disability, shall be kept in any unit above the ground floor. No dog, except as reasonably necessary to accommodate a disability, shall be kept in any ground floor unit if such dog weighs more than thirty-five (35) pounds.
6. All cats must be registered with the Managing Agent at the time the pet is acquired or when the unit is purchased. Cats are limited to two (2) cats per unit unless previously grandfathered prior to April 30, 2009. Owners/Tenants shall sign the Pet Owner's Hold Harmless and Rules Acknowledgement Agreement form and submit proof of all current vaccinations including rabies and distemper at the time the pet is registered.
7. Owners of a pet must exhibit proof of rabies inoculation and any applicable license tags attached on the pet's collar. Dogs must be licensed and have all Village fees paid.
8. Birds shall be limited to two (2) birds per unit.
9. Animals necessary to reasonably accommodate persons with disabilities are allowed in units and the Common Elements. To qualify for this exemption, owners will need to provide the appropriate documentation.
10. Pets are not allowed in any Common Elements or grounds, and must be kept within their owners' units at all times. Pets shall not be allowed in the laundry rooms, storage rooms, social room, elevators, lobbies, stairways, or hallways at any time with the exception of service animals that have been verified by the Managing Agent.
11. Pets transported to and from the unit must be appropriately restrained in the appropriate pet carrier and leashed at all times. This includes the interior of the building as well as the exterior of the building. Pets shall be taken in and out of the building through the unit sliding glass patio door or the service entrances only. Pets shall not be permitted to enter the building through the front lobby entrance.
12. Pets shall not be permitted to run at large in the Building or on Dana Point grounds. Any animal running loose or off-leash will be deemed a stray and reported to the animal control officer for removal.
13. No visiting pets are permitted with the exception of service animals specifically trained to assist a handicapped person.

14. Dogs shall be walked or exercised only along the outer property boundaries of the complex.
15. Pets shall not be permitted to commit waste upon the common grounds or in or on other Common Elements, other than along the boundaries of the complex. Pet waste must be picked up immediately and disposed of properly by the individual pet attendant in the appropriate containers.
16. Pets shall not commit waste in front of a unit patio or building entrance way at any time. Charges for additional removal of pet waste by the Association or damage to the landscaping will be charged back to the Unit Owner responsible.
17. Pets shall not be tethered in the lawn or in other Common or Limited Common Elements. Pets shall not be left unattended or kept on a patio or balcony unless under direct control and supervision.
18. Pet attendants and/or pet owners must maintain control of the pets at all times so as not to create a disturbance, nuisance, or damage to the Association property. Excessive barking will not be permitted.
19. Pets shall not be fed or bathed when located outside of a unit or when located on any portion of the Common or Limited Common Elements. No pet feeding or housing materials, such as but not limited to, bowls, dishes, kennels, blankets, or other such materials shall be kept on a patio or balcony for any reason.
20. Unit owners are responsible for any personal injury, property damage, loss or violations of all governmental and local laws, ordinances, and Rules and Regulations caused or created by a pet kept or maintained by anyone living in a unit. All costs for repairing or remedying the damage caused by a pet and the costs of other charges associated with maintaining or enforcing the Declaration, Rules and Regulations or local ordinances shall be charged to the unit owner responsible.
21. Any unit owner who has been found to have been responsible for more than two (2) violations of these Rules shall be deemed to have been liable for having a pet which creates a "noxious or offensive activity" within the meaning of Section 8.1(f) of Article VIII of the Declaration; thereafter, the Board, after consideration of the facts and circumstances, may elect to order the unit owner to have the pet removed permanently from the property upon ten (10) days written notice to the unit owner from the Board's Managing Agent.
22. Animal feeders, bird feeder, bird baths, bird houses, or fabricated animal shelters of any kind are prohibited on any Common Element or Limited Common Element including patios and balconies, and the surrounding landscaping or trees.
23. Feeding of wildlife such as ducks, geese, squirrels, chipmunks, rodents, feral cats, or other such animals on Dana Point property is strictly prohibited. Residents shall not use Dana Point property to transfer or transport food intended for wildlife any time, including but not limited to, feeding on or along the property boundaries of Dana Point or on a neighboring property.

## Vehicle/Parking Regulations

### Definitions

1. A permitted vehicle shall be defined by the following requirements:
  - a. Shall be a passenger type automobile, including pick-up trucks, panel vans, vans, and SUV type vehicles,
  - b. Shall have no more than five (5) entry doors and four (4) wheels,
  - c. Shall have no more than standard passenger license plate or "B" plate and have a curb weights of less than eight thousand (8,000) pounds,
  - d. Shall have an overall length less than twenty (20) feet and an overall width of less than seven (7) feet,
  - e. Shall have the capacity of being driven into the building garage and have a design in the Board's determination, does not impede the entry or exit from the garage when parked therein,
  - f. Shall be in good working order free of all fluid leaks, excessive exhaust, loud engines, major body damage, or other potentially hazardous or noxious fumes or emissions,
  - g. Shall have no commercial advertising, writing, signs, illustrations, illuminations, excessive rust, or major body damage,
  - h. Shall maintain current all state and municipal stickers including license plates, vehicle registration, village permits, and have a valid Dana Point parking permit or Guest Parking Permit as required by these rules to displayed in the vehicle at all times when on the Dana Point property.
2. If a passenger vehicle, pick-up truck, panel van, van, or SUV has commercial advertising or writing of any kind on the body of said vehicle, and/or is used in a trade of business, and/or which transports heavy materials or tools, and are the sole means of transportation for the Unit Owner/Tenant, it shall be considered a Permitted Vehicle and are subject to the Rules and Regulations contained herein.
3. Motorcycles, motorbikes, tricycles, dirt bikes, and other similar vehicles that are registered and licensed to be driven on Illinois roadways and highways are permitted to be parked in the outdoor parking lots only and are subject to the same rules, regulations, and restrictions as a standard passenger vehicle.
4. Commercially plated vehicles, livery plated vehicles, taxis, hearses, campers, tow trucks, motorized campers, towed campers, trailers, boats, long haul diesel trucks, or any other vehicle that does not meet the permitted vehicle criteria listed above shall not be parked on Dana Point property at any time.
5. Vehicles shall be deemed as abandoned when parked on Dana Point property that is in a state of disrepair rendering incapable of being driven in its present condition, has not been used or moved for more than seven (7) consecutive days or more without prior notification to the Management Office, has an expired state license plate from any state, or has been indicated as abandoned by the acts of the vehicle owner or by the condition of the vehicle.
6. A Parking Stall shall be defined as that part of the property within the parking garage intended for parking of a permitted vehicle.

7. A Parking Area shall be defined as that part of the Common Elements provided for parking of permitted vehicles.
8. An Outdoor Parking Space shall be defined as parking space located outside of the building and designated in the Common Elements.

## **General Requirements**

1. All Dana Point owners, residents, or tenants who will have a vehicle parked on Dana Point property shall obtain a Dana Point Parking Permit and register all vehicle information with the Managing Agent. Resident permits must be placed in the rear window on the driver's side of the vehicle unless the rear vehicle window is tinted and the permit cannot be seen clearly. Vehicles with tinted windows shall place the permit sticker on front windshield on the driver's side.
2. All guests who will park a vehicle on Dana Point property overnight and/or for seventy-two (72) or more continuous hours shall obtain a Guest Parking Permit from the Managing Agent. Guests must provide the vehicle information and a contact phone number to be used should an issue with the vehicle arise.
3. All vehicles must be properly maintained. Vehicles having major body damage, excessive rust, serious mechanical problems that create loud engine or exhaust noise, or vehicles that have loud engine or exhaust shall not be permitted to park in the garage or outdoor lots.
4. Commercial and contractor vehicles belonging or operated by a contractor who is on property to provide a service or contracted work for an Owner must be removed from the property by no later than the following times: Monday through Friday at 8:30PM, Saturday at 4:30PM and Sunday at 3:30PM unless performing emergency services necessary to prevent damage to the unit, surrounding units, or Common Elements.
5. Any unauthorized vehicle or vehicle found in violation of the Rules without prior written authorization from the Board of Directors shall be removed from the property and towed at the vehicle owners' sole expense without prior notification. Vehicle owners are responsible for any fees, fines, damage to the vehicle or personal property, or expenses as a result of the vehicle removal.
6. Vehicles must park in the designated parking areas in an appropriate parking space. Vehicles may not be parked illegally, parallel to the curb, blocking the entrance to a fire lane, in a designated "No Parking Zone", or in any manner which may interfere with the parking or movement of other vehicles.
7. Vehicle operators must obey all state and local laws and ordinances when driving or parking on Dana Point property. Vehicle owners must obey all posted signs and traffic signals on property. Violations will be reported to the police for citation and/or removal.
8. Vehicles may not be parked, stored, or maintained in any manner which may interfere with access to and/or exit from a street, drive, parking area, garage, or other Common Element and is subject to immediate removal at the owners' sole expense.



**Parking  
Garage  
Restrictions**

9. Vehicles shall not stop, park, or be left running for more than 20 minutes when parked in front of the building or at the service entrance for the purpose of loading and unloading passengers or items from the vehicles. All vehicles loading or unloading persons or items from a vehicle must have the emergency/parking lights of the vehicle turned on to flashing mode while stopped in front of a building or at the service entrance.
  10. The Dana Point Condominium Association is not responsible for any and all vehicle damage, loss, or acts of vandalism that may occur to any authorized and/or non-authorized vehicles while on Dana Point property.
1. Garage parking stalls are identified on the plat of survey for the building. Spaces are marked and identified and take the form of bays or recesses between the supporting columns of the garage. The Owner or his Tenants have an exclusive right for the use of their specifically assigned space as a Limited Common Element.
  2. The garages are to be used for the parking of permitted and authorized vehicles only.
  3. No motorcycles, motorbikes, or tricycles may be parked in any garage.
  4. Only one vehicle is permitted per parking stall and shall be parked within the marked boundary lines of the parking stall.
  5. Residents must park a permitted vehicle in their assigned parking stall only. Vehicles parked in a parking stall that is assigned to another owner or is not registered with the Managing Agent may be removed without prior notice at the vehicle owners' sole expense.
  6. Unit owners may lease their assigned parking stall to another owner or tenant for a period of no more than two (2) years. A copy of the lease, including all short term leases must be provided to the Managing Agent and kept on file.
  7. No items may be stored in a parking stall or in the parking area with the exception of bicycles that are suspended off the garage floor at a designated height and by standardized hooks that are installed by the Association. All installations of bicycle hooks must be approved by the Managing Agent and installed by a Dana Point Employee or approved contractor at the unit owners' sole expense.
  8. No fluid bottles, gasoline, solvents or other chemicals which may create harmful and offensive fumes or may create a potential hazard to the health, safety, and welfare of other residents may be stored in a permitted vehicle parked in a garage, stored in a parking space, or used while in the garage.
  9. Bicycle riding in the garage is prohibited. Bicycles stored in the garage must be walked in and out of the garage.
  10. Unit owners are responsible for the maintenance, repair, or replacement of the garage door opener/transmitter needed to open the overhead garage door. Garage door openers/transmitters should be checked prior to exiting the vehicle to ensure the button is not stuck and the overhead garage door remains closed after use.

11. Vehicles in the garage must move slowly and cautiously through the garage.
12. Car engines shall not be left running in the garage. Warming of a vehicle or leaving a car engine running while unattended by the vehicle owner is prohibited.
13. Car washing shall not be permitted in the garage.
14. Vehicle repairs or maintenance work on a vehicle in the garage is prohibited. Changing of a battery or tire in order to restore the vehicle to working condition is permitted.
15. Unit owners are responsible for the cleaning of any excess fluid leaks or excessive debris from any vehicle parked in a parking stall. Parking stalls that require cleaning to remove excess fluids, stains, or excessive debris may be cleaned by the Association and all costs, fines, or fees shall be charged back to the unit owner of the stall.
16. Vehicles may be covered using an appropriate indoor/outdoor car cover. Tarps, plastic sheeting, or other materials shall not be used to cover a vehicle in the garage.
17. No permitted vehicle shall be parked, stored, or maintained so as to obstruct passage of other permitted vehicles or emergency vehicles within the parking garage.
18. Vehicles shall not stop or park in portions of the garage other than in the assigned parking stall.
19. Vehicles shall not obstruct the garage ramp, aisles, overhead garage door, pedestrian garage door, or safety equipment.
20. Any damage to the Association property, the Common Elements, or Limited Common Elements as the result of parking a vehicle, operating a vehicle, or movement of a vehicle through the garage shall be the responsibility of the Unit owner associated with that vehicle. All costs and expenses incurred by the Association for the repair and/or replacement shall be charged to the unit owner responsible.
21. The Association is not responsible for any damaged, lost, or stolen vehicles or personal property while parked in the garage.

## Enforcement of Rules

### **Procedures**

1. If an unit owner, owner's agent, tenant, resident, or guest violates or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws and / or Rules and Regulations of the Association, the following shall occur:
  - a. Upon a first violation, the unit owner responsible shall be notified of each violation by the Managing Agent or the appropriate authorized personnel of the Association. The notification shall be in a manner prescribed by the Board and will serve as a first and final warning with the exception of a move-in or move-out violations and unsecured balcony/patio storage doors. These exceptions will be subject to an immediate fine with no warning.
  - b. Upon a second violation or failure to comply by the violating party, the unit owner responsible shall be notified of each violation, in a manner prescribed by the Board, by the Managing Agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney. Upon Board review and confirmation, the unit owner shall pay fifty dollars (\$50.00) for each violation following an opportunity for a hearing as set forth in paragraph 5 below. In addition, the unit owner shall also pay the costs of any legal fees incurred by the Association as charged to the Association by the attorney.
  - c. Upon a third violation or failure to comply by the violating party, the unit owner responsible shall be notified of each violation, in a manner prescribed by the Board, by the Managing Agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney. Upon Board review and confirmation, the unit owner shall pay one hundred dollars (\$100.00) for each violation following an opportunity for a hearing as set forth in paragraph 5 below. In addition, the unit owner shall also pay the costs of any legal fees incurred by the Association as charged to the Association by the attorney.
  - d. Upon further or continuing violations by a unit owner, tenant, resident or guest with Board review and confirmation, the Board may assess increasing fines to be determined and shall forward the matter to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the unit owner's account.
  - e. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and Bylaws and/or Rules and Regulations of the Association.
2. Reports of witnessed violations and/or complaints against other residents shall be made in writing on the appropriate form and submitted to the Managing Agent. The Board will not accept emails, phone calls, or other forms of submissions as valid violation reports or complaints. All submissions to the Managing Agent shall be made in writing (typed, printed, or handwritten) for Board consideration and review.

3. Any unit owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the unit owner to all of the legal or equitable remedies necessary for the collection of same.
4. The Board, in its discretion, may pursue any remedy it deems necessary or appropriate without proceeding as set forth in Section 1.
5. If any unit owner feels that he or she has been wrongfully or unjustly charged a violation hereunder, the unit owner may proceed as follows:
  - a. Within fourteen (14) days after the unit owner has been notified according to paragraphs 1.a., 1.b., or 1.c. of this section, the unit owner shall submit, in writing on the appropriate form, a protest to the Board stating the reason the unit owner feels he or she has not committed a violation.
  - b. Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the matter shall be held before the Board at a date, time, and location included on the written notification provided.
  - c. At the hearing, the Board shall hear and consider arguments, evidence or statement regarding the alleged violation. After a full hearing, the Board shall provide its written determination regarding the alleged violation within fourteen (14) days. The decision of the Board shall be final and binding on the unit owner.
  - d. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notification of the Board's determination shall be made in writing.
  - e. Time is of the essence of the policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the unit owner at the unit address, or to such other address as the unit owner may have previously filed with the Board.

## ***Additional Remedies***

1. All Rules, Regulations, Restrictions and Covenants contained in the Declaration and Bylaws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these comprehensive Rules and Regulations.
2. The information provided under the "Introduction" and "Insurance Frequently Asked Questions" paragraphs is provided for general information purposes only, and is not a formal part of the rules and regulations.
3. The Board of Directors shall have the authority to levy fines against the unit owner for violations of any of the provisions of the Declaration, Bylaws or Rules and Regulations of the Board and late fees for the non-payment of any fine. The Board may impose additional or other appropriate and reasonable fines and/or fees based on the nature of the infraction.
4. All findings of the Board relative to fines shall be sent in writing to the appropriate parties and shall be final and binding to all parties involved.
5. All fines shall be collectible as any other assessment. In the event of any default by any owner or his or her tenant in the performance of their obligations under the Declarations Bylaws and Rules and Regulations or non-payment of any obligation, the Board shall have all such rights and remedies stated herein or in the governing documents, including the right to maintain an action for possession against such defaulting owner or their tenant for the benefit of all of the other owners.

## Election of the Board of Directors

### **Nomination of Candidates**

1. **Qualifications:** To run for the Board of Directors, any unit owner may be a candidate provided that they may be required to provide proof of unit ownership to verify eligibility.
  - a. In the event that a unit owner is a legal entity, such as a corporation, partnership or a trustee under a land trust, a candidate for director may be a beneficiary, an officer, partner, employee, or managers of LLC's. Note, however, in the event of a dispute, candidates may be required to verify that they are qualified by exhibiting written documentation acceptable to the present Board or its duly authorized Committee.
  - b. A nomination is official when made in writing on the designated candidate application to the Dana Point Management Office at 1519 E. Central Road, Arlington Heights, IL 60005 and must be received by the Managing Agent by no later than 5:00 PM on the deadline date for submittal.
  - c. Candidate applications received after 5:00 PM on the deadline date shall be null and void. Nominations for candidates shall not be accepted from the floor as all candidates are elected using a mail-in ballot.
  - d. Write-in candidates are accepted when properly included on an official election ballot. Write-in candidate must be an eligible unit owner, shall have the correct spelling of their name in a clear and legible manner, and adhere to all other election rules in order to be valid and tabulated.
2. The Board shall provide written notice to all unit owners no less than twenty-one (21) days prior to the deadline for the inclusion of a candidate name on the ballot. The deadline for candidate submission shall be no more than seven (7) days before the ballots are mailed or otherwise distributed to the unit owners and that ballots shall be mailed or otherwise distributed to the unit owners no less than ten (10) days nor more than thirty (30) days prior to the election meeting.

### **Campaigning**

1. Candidates may campaign for votes by distributing literature that has been signed legibly by the proponent of the material and previously approved by the Board of Directors or its Managing Agent. Campaign materials shall adhere to the same standards as the Bulletin Board rules and requirements as outlined in that section.
2. Approved campaigning materials shall be delivered in person to various owners between the hours of 9:00 AM through 6:30PM or by mail. No campaign materials shall be distributed door to door, posted in the Common Elements, including but not limited to the Association or laundry bulletin boards, or distributed by email.
3. Campaigning may commence upon receiving the notification for candidate submission and must be concluded at the commencement of the election meeting.
4. A "meet and greet" for all candidates may be held in the designated election meeting location not less than ten (10) days before the election meeting.

## **Voting**

1. For each election of members to the Board of Directors, a voting member may cast his or her vote for each vacancy on the Board by submitting the provided, authorized election ballot.
  - a. Voting members must cast a separate ballot for each unit represented by the particular voting member and votes will be tabulated based upon the percentage of ownership. No cumulative voting is permitted. Ballots received with more than one vote per candidate, including write-in candidates, shall void the entire ballot.
  - b. Ballots shall be retained by the Association for a period of one year.
2. All ballots will be mailed or dropped off in person to the Management Office adhering to the following criteria in order to be valid and tabulated:
  - a. The completed ballot shall be placed in the "Official Ballot" envelope and sealed.
  - b. The registration slip containing the name, unit number, percentage of ownership and signature of the owner casting the ballot will be placed in the return envelope along with the sealed "Official Ballot" envelope and returned to the Association on or before the voting deadline.
  - c. Ballots received (not postmarked) after 5:00 PM on the day prior to the election meeting will be marked void. Absolutely no proxies will be accepted. No voting shall be permitted at the election meeting.
3. All ballots shall be kept in a secure place, unopened until the election meeting where they will be opened, verified, tallied, and the aggregate vote totals determined for each eligible candidate.
4. A unit owner that has submitted a valid mail-in election ballot prior to ballot deadline may revoke his or her mail in ballot at the Management Office or at the election meeting prior to the call of order. If a unit owner chooses to revoke their ballot, it shall be marked void and the unit owner shall have the option to complete a new ballot.

**Homeowner/Association Responsibility Chart**

ITEM	ASSN	OWNER	ITEM	ASSN	OWNER
Condo – Unit Appliances		X	Condo – Unit Entrance Doors		X
Condo – Unit Air Conditioning/Heating		X	Condo – Unit Interior Doors		X
Condo – Unit Hot Water Supply	X		Condo – Unit Patio/Balcony Sliding Glass Door		X
Condo – Unit Electric Meter & Wiring to Unit from Meter		X	Condo – Unit Windows, Screens, & Window/Screen Cleaning		X
Condo – Unit Fuse Box & Unit Electric Wiring		X	Condo – Unit Interior Drywall Repair & Primer Coat		X
Condo – Unit Fixtures		X	Condo – Unit Paint & Wall Coverings		X
Condo – Unit Plumbing Repairs & Slow Drains		X	Condo – Unit Floor Soundproofing & Floor Coverings		X
Condo – Unit Toilet Seal Replacement		X	Condo – Unit Mailbox Locks & Keys		X
Condo – Unit Telephone or Cable Lines & Service		X	Condo – Unit Damage or Personal Property Damage by Other		X
Condo – Unit Satellite Dish		X	Condo – Unit Pest Control		X
Balcony/Patio Concrete & Brick Repairs	X		Balcony/Patio Wood Trim Repair & Replacement		X
Balcony Only Floors - Surface Sand Finish Coating	X	No carpet allowed	Balcony/Patio Wood Trim Paint		X
Patio Only Carpeting over Concrete		X	Balcony/Patio Doors and Screens		X
Balcony Railing Materials & Connections	X		Balcony/Patio Door Paint		X
Balcony Railing Paint		X	Balcony/Patio Light Fixture & Bulb		X
Building Master Antenna	X		Building Hot Water Heater	X	
Building Roofs	X		Building Plumbing/Sewers	X	
Building Brick Surfaces	X		Building Electric Master Meter & Wiring	X	
Building Garages	X		Building Light Fixtures & Bulbs	X	
Building Foundation	X		Building Trash Chutes/Compactor	X	
Building Entry Systems	X		Building Hallway Paint	X	
Building Mailboxes	X		Building Elevators	X	
Building HVAC (common areas only)	X		Building Window Cleaning	X	

**\*This chart is to be used as a guideline when determining who is responsible for the repair, replacement, or maintenance of an item. As a general rule of thumb, if it serves only your unit, then it is an owner's responsibility.**



**Board of Directors for  
The Dana Point Condominium Association**

**RESOLUTION TO PERMIT EMAIL COMMUNICATION WITH UNIT OWNERS**

WHEREAS, the Board of Directors (the "Board") of The Dana Point Condominium Association (the "Association") is the governing body of said Association and is charged with the direction and administration of the Property subject to that certain Second Amended & Reinstated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Dana Point Condominium Association, as from time to time amended (the "Property"); and

WHEREAS, the Board is responsible for communicating with Unit Owners, and desires to utilize electronic communications regarding affairs of the Association;

WHEREAS, the Illinois Condominium Property Act now permits use of electronic communications related to Unit Owner notices;

NOW, THEREFORE, BE IT RESOVED THAT the Manager of the Association shall implement a process whereas Unit Owners may proactively opt-in to electronic communications in lieu of mailed communications as required by the Second Amended & Reinstated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Dana Point Condominium Association.

Motion made by Angela Simic and seconded by Larry Miller.

Vote Take:	For	<u>10</u>
	Against	<u>0</u>
	Abstain	<u>0</u>

Motion Passed/Failed

**Board of Directors for  
The Dana Point Condominium Association**

**RESOLUTION TO RESTRICT OPEN-FLAME COOKING DEVICES**

WHEREAS, the Board of Directors (the "Board") of The Dana Point Condominium Association (the "Association") is the governing body of said Association and is charged with the direction and administration of the Property subject to that certain Second Amended & Reinstated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Dana Point Condominium Association, as from time to time amended (the "Property"); and

WHEREAS, the Board is responsible for the maintenance of the common elements of the Association and acting in the best interests of the members of the Association;

WHEREAS, the Village of Arlington Heights has adopted the 2009 International Building Code; and

WHEREAS, the Board of Directors has determined it is in the Association's best interest to adopt Rules and Regulations governing the use of grills at the Association which are consistent with the 2009 International Building Code.

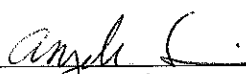
NOW, THEREFORE, BE IT RESOLVED The Rules and Regulations of the Association are amended to include the following:

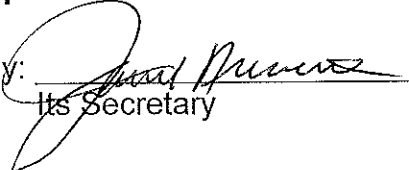
1. No grills, including charcoal and other open-flame cooking devices, may be used on the balconies and decks or patio of any building at the Association, except as indicated in paragraph 2 below.
2. Electric grills or grills fueled by propane are permitted to be used on the patios and balconies of the building at the Association as long as they are not unattended while ignited or in use and propane fueled grills must be used 5 feet vertically and horizontally away from the building and unit patio door, or at the furthest distance possible.
3. Violations of these provisions contained herein shall be determined within the sole discretion of the Board of Directors. Any owner to be found in violation of the provisions contained herein shall be subject to a fine in accordance with the enforcement policies of the Rules and Regulations.

Motion made by ROSS GEORGE and seconded by JANIS PINKERTON

Vote Taken: For: 8 Against: 1 Abstain:       

APPROVED THIS        DAY OF JUNE, 2015,  
**The Dana Point Condominium Association**

By:   
Its President

By:   
Its Secretary